

# LICENCE FOR THE OCCUPATION OF A ROOM

<b>The HOUSE</b>	Room X at Example House,Example Road, Example Town, XXXX XXX
<b>The OWNER</b>	A Owner
<b>House Managed By</b>	XXXXXX
<b>The LICENSEE</b>	A Licensee
<b>of</b>	Example House,Example Road, Example Town, XXXX XXX
<b>The Term</b>	A fixed term of XXX Days from XXth XXXXX XXXX to XXth XXXXX XXXX
<b>The Licence Fee</b>	£XXXX.XX per XXXXX in advance by equal XXXXX payments on the XXXth day
<b>First Licence Fee Payment</b>	to be made on the XXth XXXXXX XXXX
<b>Included with Fee</b>	Water, Electricity, Gas
<b>Free with the Fee</b>	Wifi, TV Licence
<b>The Deposit</b>	£450.00

If the Owner takes a Deposit, the Owner must, within 30 days from the date of payment, give the Licensee and any person who has paid the deposit on the Licensees behalf, certain written information about the way the Deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The Owner may not require a deposit which consists of property other than money.

**DATED** 15/09/2025

THIS LICENCE comprises the particulars detailed above and the terms and conditions printed overleaf whereby a Room is licensed by the Owner and taken by the Licensee for occupation during the Term upon paying the Licence Fee

**IMPORTANT: this LICENCE is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. If you do not understand this LICENCE or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.**

Terms and conditions on following pages

# LICENCE FOR THE OCCUPATION OF A ROOM

## Terms and Conditions

The **Licence** means the licence to occupy conferred by this agreement; and

The **Room** means the room or rooms in the House that are from time to time allotted to the Licensee by the Owner

### 1. Nature of the Agreement

- 1.1** This Agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

### 2. The Licensee's obligations

- 2.1** To pass on any correspondence addressed to the Owner without delay.
- 2.2** The Licensee should check the Inventory (if provided) within seven days of receipt and notify the Owner in writing of any mis-description. If no mis-description is reported within seven days of receipt, then the Licensee accepts the inventory as accurate.
- 2.3** Except where included, to pay any council tax and all charges for the supply of telephone, gas, electricity, water and sewage and broadband services to the House during the Licensing Agreement. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the Licensing Agreement. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
- 2.4** If utility bills are not included, at the end of Agreement, the Licensee must provide proof of final payments for all utility bills and final meter readings.
- 2.5** To pay any council tax which the Licensee is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act. The Licensee must protect the Owner against any loss if the Owner becomes liable to pay council tax.
- 2.6** The Licensee must keep the Furniture and Furnishings in good order and condition and must not remove any of them from the Room. The Licensee must make good any damage to the Furniture and Furnishings caused by them and replace with articles of a similar kind and value any items broken or damaged or soiled by them, as reasonably requested by the Owner. The Licensee must replace any broken glass in windows and repair or replace any damaged fittings and installations caused by them.
- 2.7** The Licensee must keep the interior of the Room and all other shared parts of the House used by the Licensee in good and clean condition and shall make good any damage caused there.
- 2.8** The Licensee must ensure that the Room is cleaned daily and that all their rubbish is disposed of daily and placed in the wheelie bin provided. The Licensee will ensure the appropriate wheelie bin and recycling box is put out for collection on the appropriate day.
- 2.9** To ensure that all smoke and carbon monoxide alarms at the House are in good working order at all times. Licensees should test different detectors or call points each week and in the event of any failure of such devices to notify the Owner as soon as reasonably practicable.
- 2.10** Not to adjust the temperature setting of The water systems. Hot water must be set and maintained at 60 degree Celsius and cold water should be below 20 degree Celsius. To clean, disinfect and descale showerheads at least once every six months. Licensees should inform the Owner if the hot water is not heating properly or there are any other problems with the system so that appropriate action can be taken.
- 2.11** Strictly not permitted the production, possession, supply and use of controlled drugs within the premises of the House.
- 2.12** Not to be a nuisance to the neighbours. No form of noise that is audible outside the House from 11pm to 9am daily. Not to use the House for any illegal, immoral, disorderly or anti-social purposes.
- 2.13** To take reasonable precautions to prevent frost or similar damage to the Room or House. If the Room is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, the Licensee must leave enough heating on to prevent the water system freezing.
- 2.14** The Licensee must lock all the doors and windows. The Licensee should tell the Owner if the Room is going to be empty for more than seven days in a row.
- 2.15** Not make any alteration or addition to the Room or House nor without the Owner's prior written consent do any redecoration or painting of the Room or House. Not to change the existing telephone number, not to change the locks to any doors of the premises nor to make any duplicate keys thereto but to return such keys to the Owner at the determination of the Licence.
- 2.16** Not to carry out or instruct others to carry out any repairs to the premises or any part thereof without the prior written authorisation of the Owner or Owner's Agent, but to inform the Owner promptly about any repairs or faults that the Owner is responsible for in the structure or outside of the House, in any installation or in the shared areas.
- 2.17** The Licensee must use their best endeavours to share use of the House amicably and peaceably with the Owner and with such Other licensees as the Owner from time to time permits to use the House and must not interfere with or otherwise obstruct such shared occupation in any way whatsoever.
- 2.18** Not do anything on or at the House which:
- 2.18.1** may be or become a nuisance or annoyance to any other occupiers of the House or owners or occupiers of adjoining or nearby premises
- 2.18.2** is illegal or immoral
- 2.18.3** may in any way affect the validity of the insurance of the House and the items listed on the Inventory or cause an increase in the premium payable by the Owner.
- 2.19** Not to do anything to block the drains and to keep the drains clear.

- 2.20** Not to block or obstruct any of the shared areas.
- 2.21** Not without the Owner's prior consent allow or keep any pet or any kind of animal in the Room or at the House.
- 2.22** No children are allowed to live in the property without the Owner's written consent
- 2.23** Not to bring bicycles, motor cycles, and prams into the House without the Owner's permission, in writing.
- 2.24** Not to dry washing inside the Room or House, but to keep it well aired and warmed to avoid build-up of condensation and prevent mildew growth.
- 2.25** Not to smoke in the Room or House nor allow any visiting guest/s to do so, or tamper with any fire precautions. Not to use any candles, oil stove, fairy lights, paraffin or other portable fuel burning appliance.
- 2.26** Not to alter or add to the House or do or allow anyone else to do anything on the House which the Licensee might reasonably foresee would increase the risk of fire.
- 2.27** Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Room or House or contents in such a way as to cause damage.
- 2.28** Not to assign, sublet, charge or part with or share possession or occupation of the Room.
- 2.29** Not to carry on any profession, trade or business at the House or use the Room other than sleeping accommodation.
- 2.30** To pay the Owner's reasonable legal and/or other costs reasonably incurred as a result of any breaches by the Licensee of their obligations under this Agreement.
- 2.31** To pay interest at the rate of 8% on the Licence Fee or other money due from the Licensee which remains unpaid for more than 10 days, interest to be paid from the date the payment fell due until payment.
- 2.32** To pay reasonable costs for sending reminder letters or letters concerning breaches of the Licence. These will be £35 for each letter or reminder.
- 2.33** To pay reasonable costs for any cheque that does not clear. These will be £25 each time a cheque does not clear.
- 2.34** To provide the Owner with a forwarding address when the Licence comes to an end and to remove all rubbish and all personal items (including the Licensee's own furniture and equipment) from the House before leaving.
- 2.35** To allow the Owner or anyone with the Owners authority to enter the House at reasonable times of the day to inspect its condition and state of repair, if the Owner has given 24 hours' notice beforehand
- 2.36** No electronic bikes or similar to be charged in the House.
- 2.37** For your safety, all escape routes (hallways and front and back door) are to be kept unobstructed at all time.
- 2.38** Any signage displayed at the House is not to be removed.
- 2.39** If there is a flat roof at the House, you are ONLY permitted to use it if it is appropriate to aid your escape in an emergency.
- 2.40** The House may be fitted with fire extinguishers, these are installed for your safety, unless being used for their designed purpose, extinguishers are to be kept in their original positioning and not used for any other purpose e.g. propping open doors.
- 2.41** We reserve the right to void this Licence if the Licensee has not supplied us with satisfactory documentation in relation to legal immigration checks the Owner is obliged to do.
- 2.42** The deposit is due within 14 days of the Licensing Agreement being created.
- 2.43** Guarantor forms must be completed within 14 days of the Licensing Agreement being created.
- 2.44** If the deposit and guarantor form are not received within the deadlines Adam Bennett Lettings reserves the right to re-advertise the Room
- 2.45 To pay the Licence Fee according to the below payment schedule:**  
**XX/XX/XXXX - £XXXX.XX**

### **3. Access and use of Facilities**

- 3.1** The Licensee shall have the right to use the front and back door, living room, entrance hall, staircase and landings of the House and to use the kitchen for cooking, eating and the storage of food and to use the lavatory and bathroom in common with the Owner and the other Licensees of the Owner.

### **4. The Owner's obligations**

- 4.1** If there are gas appliances the Owner confirms that they have complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.
- 4.2** The Owner confirms that the Furniture and Furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.
- 4.3** To keep in repair the structure and exterior of the House including drains, gutters, and external pipes, and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. This clause does not oblige the Owner to repair until the Licensee has given notice of the defect and the Licensee is obliged to take proper care of the House and to do small jobs which a reasonable Licensee would do.

### **5. Ending this Agreement**

- 5.1** The Licensee will provide the Owner with a forwarding address where the Licensee will be living when this Licence comes to an end.
- 5.2** The Licence may be ended:
- 5.2.1** by the Owner without notice if the Licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this Agreement;
- 5.2.2** if the Licensee becomes bankrupt or becomes subject to an administration order or entry or enforcement of a judgement;
- 5.2.3** In respect of the occupation of any particular Room in the House, by the Owner giving written notice directing the Licensee to use another room instead subject to the Licensee having 24 hours to remove their personal effects to the

substituted room.

**5.3** Upon determination of the Licence, the Licensee shall immediately cease to be entitled to use the Room and the House and must vacate the Room, leaving it clean and tidy, and return the keys to the Owner immediately. This Licence will end automatically at 10am on the final day of the Licence Agreement.

**5.4** It is hereby agreed that if the parties agree to the Licensee continuing in occupation of the Room after the end of the Term, their occupation shall still be subject to the Terms and Conditions set out in this Agreement, save that it shall be terminable by either party on one month's notice. Such notice may expire at any time, whether or not on a date specified for payment on or at the end of a period of this Agreement or otherwise. If such notice expires on a date other than a date specified for payment, the Licensee shall be due a refund of such part of the final payment as is proportionate to the number of days which follows the expiry of the notice or the end of their occupancy, whichever shall be the later, and this will continue unless and until a new Agreement is signed or the Licensee vacates the House.

## **6. Keys**

**6.1** The Owner will issue to the Licensee one set of keys only for the House.

**6.2** If the Licensee loses a key, the Owner may require the lock to be replaced and have sufficient sets of keys cut. The Licensee will pay any reasonable costs involved.

**6.3** The Owner shall retain their own set of keys and they and any persons authorised by them, may exercise the right to use these keys and obtain free entry to the Room at any time if there is reasonable grounds to do so.

## **7. The Deposit**

**7.1** Any Deposit paid will be handled in accordance with the current legal requirements at the time of payment

## **8. Other Provisions**

**8.1** If bills are included, gas, electric and water Rates are included with the Licensing Fee in accordance with Adam Bennett Lettings Fair Usage Policy.

**8.2** The broadband might be provided by giving one Licensee of a House an allowance of up to £500 to use towards the broadband for the duration of the Agreement.

**8.3** Any documents shall be deemed served on the Licensee by being left at the House or by being sent to the Licensee at the House by first class post or by being sent by email to any email address provided by the Licensee. If documents are served on the Licensee by post they shall be deemed served on the day after posting.

**8.4** Any personal items left behind at the end of the Agreement after the Licensee has vacated shall be considered abandoned. The Owner may remove or dispose of the items as they think fit. The Licensee shall be liable for the reasonable disposal costs.

**8.5** Where the context so admits:

**8.5.1** The 'House' includes any part or parts of the House and all of the Owner's fixtures and fittings at or upon the House.

**8.6** Water, Electricity, Gas rates are included with the fee on a fair usage policy

**8.7** Free Wifi is included

**8.8** A free TV licence is included

Owner: **A Owner**

Signature(s):

Dated:

Licensee: **A Licensee**

Signature:

Dated:

# Gas Certificate



## Landlord Gas Safety Record

This inspection is for gas safety purposes only in accordance with the Gas Safety (I & U) Regulations. Flues were inspected visually and checked for satisfactory evacuation of products of combustion. A detailed internal inspection of the flue integrity, construction and lining has not been carried out.

Landlords Inspection Service  
Aylestone Road  
Leicester  
Leicestershire  
LE2 7QH

Landlord/Agent Details  
Mr David and Laura  
Blackwell  
254 Tadcaster Road  
York  
YO24 1ES

Property details  
50 SCARCROFT  
ROAD  
YORK  
YO23 1NF



Appliance details						Inspection details								
	Location	Type	Make	Model	Flue type	Operating value (see key below)	Safety device correct operation	Ventilation satisfactory	Flue performance		Visual condition of flue and termination satisfactory	Appliance safe	Requested to test*	Indicate YES if unable to test*
									Flue flow test	Spillage test				
1	KITCHEN	CHB	Worcester Heat Systems Ltd	GREENSTAR 40 CD REGULAR	Room Sealed	39.76k	Yes	Yes	N/A	N/A	Yes	Yes	N/A	YES
2														
3														
4														
5														

Details of any defects we found		What we've done	Labelled and warning notice given	Gas installation tightness test and visual inspection of pipework
1				Pass  Next safety inspection due on 24th July 2025
2				
3				
4				
5				

This safety record has our engineer's electronic signature:

Engineer name: Jamie Marrow 201556

Date: 28th May 2024

Job Number: 1700913422

Number of appliances tested: 0

\* If Requested to test is NO or Unable to test is YES, please take a look at the back of this certificate

It is a legal requirement that this record is kept for at least two years

Key for Operating Value  
m = Operating Pressure in Millibars (mbar)  
k = Gas Rates in kilowatts (kW)  
c = Combustion Ratio CO/CO<sub>2</sub> ('c' will only be displayed where neither 'm' nor 'k' could be recorded i.e. an unmetered gas supply).

Contractor's Registration Number: \_\_\_\_\_





# Energy Performance Certificate

1/27/22, 9:49 AM

Energy performance certificate (EPC) - Find an energy certificate - GOV.UK

## Energy performance certificate (EPC)

50, Scarcroft Road  
YORK  
YO23 1NF

Energy rating

**D**

Valid until:

29 August 2029

Certificate number: 2818-9080-6288-6211-5944

Property type

Mid-terrace house

Total floor area

190 square metres

### Rules on letting this property

Properties can be rented if they have an energy rating from A to E.

If the property is rated F or G, it cannot be let, unless an exemption has been registered. You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

### Energy efficiency rating for this property

This property's current energy rating is D. It has the potential to be B.

[See how to improve this property's energy performance.](#)

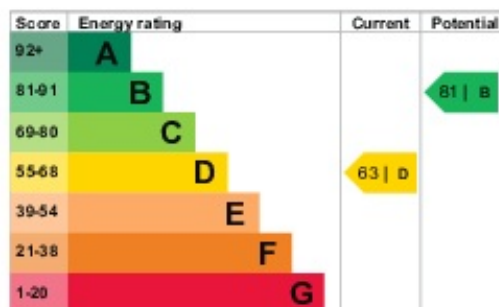
The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

the average energy rating is D  
the average energy score is 60



## Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Roof	Pitched, 100 mm loft insulation	Average
Roof	Roof room(s), ceiling insulated	Very poor
Window	Partial double glazing	Poor
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system	Good
Lighting	Low energy lighting in 83% of fixed outlets	Very good
Floor	Suspended, no insulation (assumed)	N/A
Floor	Solid, no insulation (assumed)	N/A
Secondary heating	None	N/A

### Primary energy use

The primary energy use for this property per year is 246 kilowatt hours per square metre (kWh/m<sup>2</sup>).

### Environmental impact of this property

This property's current environmental impact rating is E. It has the potential to be C.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO<sub>2</sub>) they produce.

Properties with an A rating produce less CO<sub>2</sub> than G rated properties.

An average household produces 6 tonnes of CO<sub>2</sub>

This property produces 8.2 tonnes of CO<sub>2</sub>

This property's potential production 4.0 tonnes of CO<sub>2</sub>

By making the [recommended changes](#), you could reduce this property's CO<sub>2</sub> emissions by 4.2 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

## How to improve this property's energy performance

Making any of the recommended changes will improve this property's energy efficiency.

If you make all of the recommended changes, this will improve the property's energy rating and score from D (63) to B (81).

Recommendation	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£214
2. Internal or external wall insulation	£4,000 - £14,000	£261
3. Solar water heating	£4,000 - £6,000	£47
4. Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£73
5. Solar photovoltaic panels	£3,500 - £5,500	£306

### Paying for energy improvements

[Find energy grants and ways to save energy in your home. \(https://www.gov.uk/improve-energy-efficiency\)](https://www.gov.uk/improve-energy-efficiency)



## Estimated energy use and potential savings

Estimated yearly energy cost for this property	£1656
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Potential saving	£595
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The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The estimated saving is based on making all of the recommendations in [how to improve this property's energy performance](#).

For advice on how to reduce your energy bills visit [Simple Energy Advice](#) (<https://www.simpleenergyadvice.org.uk/>).

## Heating use in this property

Heating a property usually makes up the majority of energy costs.

## Estimated energy used to heat this property

Space heating	29364 kWh per year
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Water heating	2998 kWh per year
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## Potential energy savings by installing insulation

Type of insulation	Amount of energy saved
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Loft insulation	298 kWh per year
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Solid wall insulation	5553 kWh per year
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You might be able to receive [Renewable Heat Incentive payments](#) (<https://www.gov.uk/domestic-renewable-heat-incentive>). This will help to reduce carbon emissions by replacing your existing heating system with one that generates renewable heat. The estimated energy required for space and water heating will form the basis of the payments.

## Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

### Assessor contact details

Assessor's name

Helen Pirozek

Telephone

01904 761823

Email

[helen@yorkepc.com](mailto:helen@yorkepc.com)

### Accreditation scheme contact details

Accreditation scheme

Elmhurst Energy Systems Ltd

Assessor ID

EES/003279

Telephone

01455 883 250

Email

[enquiries@elmhurstenergy.co.uk](mailto:enquiries@elmhurstenergy.co.uk)

### Assessment details

Assessor's declaration

No related party

Date of assessment

29 August 2019

Date of certificate

30 August 2019

Type of assessment

[RdSAP](#)

# **AGREEMENT OF GUARANTEE**

This form must be completed within **XX days** of the Licence for The Occupation Of A Room being created.

Steps to complete the Guarantor Form:

**1. Licensee's submit Guarantor Details:**

- Log onto the Adam Bennett website.
- Go to your 'Dashboard' and submit the Guarantor details.

**2. Licensee's Signature:**

- After submitting the Guarantor details, an email will be sent to the Licensee asking for an electronic signature.

**3. Guarantor's Signature:**

- Once the Licensee has signed, the form will be sent to the Guarantor for their electronic signature.

**4. Owner's Signature:**

- After the Guarantor signs, the form will be sent to the Owner for their electronic signature.

**5. Completion:**

- The process is complete when the Licensee, Guarantor, and Owner have all signed the Guarantor form.

**Agreement starts on next page**

# **AGREEMENT OF GUARANTEE**

**Agreement Start Date** XXth XXXXX XXXX

**Between**

## **1. The Property Owner(s) ('Owner')**

Name: An Owner

Address: Example House, Example Road, Example Town, XXXX XXX

## **2. The Licensee**

Name: A Licensee

Address: Example House, Example Road, Example Town, XXXX XXX

## **3. The Guarantor**

Name: A Guarantor

Relationship to Licensee: A Relation

Address: Example House, Example Road, Example Town, XXXX XXX

Phone: (XXXXX) XXXXXX

Email: XYZ@example.com

**A Guarantor must be solvent and able to pay, if called upon by this agreement, the License Fee specified in clause 2.1.1.**

## **1. Background**

The Owner has granted or agreed to grant a Licence for The Occupation Of A Room in the property known as:

**Example House, Example Road, Example Town, XXXX XXX**

## **2. Guarantee**

**2.1.** In consideration of the Owner granting the Licence for The Occupation Of A Room to the Licensee and the Guarantor's natural affection for the Licensee, the Guarantor hereby guarantees to the Owner as follows:

**2.1.1** To pay the License Fee reserved under the Licence for The Occupation Of A Room, up to a maximum amount of £XXXX.XX, within 21 days of receiving a written demand from the Owner, provided that the demand:

- a) States that the Licensee, following a demand, has failed to pay the amount due under the Licence for The Occupation Of A Room; or
- b) Confirms that the Licence for The Occupation Of A Room Agreement has been lawfully

terminated; and, in addition:

- i) The License Fee amount being demanded would have been due if the Licence for The Occupation Of A Room were still in effect; and
- ii) No other person is fully liable to pay the License Fee reserved under any new agreement relating to the property for the period in respect of which the demand is made.

## **2.2. Duration Of Agreement**

The Guarantor's obligation shall end (without prejudice to any claim to which the Owner is entitled under clause 2) upon the first to occur of:

- 2.1.** the date falling 2 months after expiry of the Licence for The Occupation Of A Room; or
- 2.2.** the assignment of the Licence for The Occupation Of A Room or the assignment of the Licensee's interest in the Licence for The Occupation Of A Room; or
- 2.3.** the License Fee reserved by a new Licence for The Occupation Of A Room of the property (granted following lawful termination of the Licence for The Occupation Of A Room) has become payable in full; or
- 2.4.** the surrender of the Licence for The Occupation Of A Room or the surrender of the Licensee's interests in the Licence for The Occupation Of A Room or
- 2.5.** the death of the Licensee

## **2.6. Owner's Rights Against Licensee Not Affected**

The rights and remedies of the Owner against the Guarantor under this Guarantee do not affect the rights and remedies which the Owner might have against the Licensee PROVIDED THAT if the Owner recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Licensee any sum in respect of the same liability then the sum recovered from the Licensee shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days.

## **2.7. Licensee's Promise To Guarantor**

In consideration of the Guarantor giving this Guarantee the Licensee undertakes to the Guarantor to re-pay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Owner and which are not reimbursed.

## **2.8. Acknowledgement**

We certify that information provided on this form and the documents relating to this form are true and correct. We understand that withholding information or giving false information is an offence and will be treated as such.

## **2.9. Storage of Personal Data**

I confirm that I have read and understood the contents of the attached Privacy Policy. I agree to the storage and use of my personal data in accordance with its terms.



**Signed By the Licensee**      **Date**

**Signed by the Guarantor**      **Date**

**Signed By the Owner**      **Date**



# PRIVACY POLICY

Last updated 21/01/2025

Adam Bennett Lettings, the trading name of 611611 Ltd ("us," "we," or "our"), operates the website [www.adambennett.co.uk](http://www.adambennett.co.uk) (the "Site").

This policy outlines our practices regarding the collection, use, and disclosure of personal information obtained from users of the Site and where applicable their Guarantors.

We may use your personal information to support our business operations, including communicating with you regarding the daily management of a property you rent, license or own.

In relation to Guarantors, we may use your personal information to contact you about relevant rent arrears/licensing fee arrears, should they arise.

By accessing and using the Site and/or signing an "Agreement of Guarantee," you consent to the collection and use of your personal information in accordance with this policy.

## Data collection and use

When registering on the Site or completing an Agreement of Guarantee, we will request certain personally identifiable information to contact or identify you and, where applicable, your Guarantor (relevant only to Tenants/Licensees). This information may include, but is not limited to, your name and contact details ("Personal Information").

As a property management and letting agent, we require this information to perform our role and fulfil our legal obligations.

## How we use your information

We may use the information held about you in the following ways:

### 1. Communication

- To communicate with registered users of the Site regarding our obligations and the daily management of properties.
- Contact reasons may include, but are not limited to:
  - Property maintenance
  - Property visits
  - Rent/license fee collection
  - Preparation for the start and end of Tenancy/Licensing Agreements
  - House viewings

### 2. Tradespeople and Contractors

- Providing your contact details to tradespeople who carry out work on properties you own or rent/license.

### 3. Deposit Protection

- Where applicable, notifying the Deposit Protection Service or related service provider of any deposit payments requiring protection.

### 4. Legal Compliance

- Verifying your "right to rent" status (only applicable to Tenants/Licensees) and transmitting related documentation to Third Parties, as needed.

### 5. Guarantor Notifications

- Informing the Guarantor if the Tenant/Licensee fails to pay rent/licensing fee.

### 6. Debt Recovery and Tracing

- Disclosure of information to tracing agents or debt collectors in the event of unpaid dues.

## Disclosure of Information

We may share your information with the following parties when necessary:

- Deposit Protection Scheme
- City of York Council
- Third parties working on our behalf
- The Landlord/owner of the property you rent/license
- Tenants of your property (applicable to Landlords/owners)
- Co-tenants (if you are on a joint Tenancy Agreement)
- Debt recovery agencies
- Tenant referencing agencies
- Right to Rent documentation verification service providers

## IMPORTANT

If your contact details change, please notify us so that we can update your information and continue fulfilling our obligations. Alternatively, if you are a registered user of the Site, you can log in to view and edit your profile details.

## Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyse this.

## Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

## Security

The security of your Personal Information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## Changes to this Privacy Policy

This Privacy Policy is effective as of 19/02/18 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on the webpage [adambennett.co.uk/privacy-policy](http://adambennett.co.uk/privacy-policy)

We reserve the right to update or change our Privacy Policy at any time and you should check the Privacy Policy via the webpage [adambennett.co.uk/privacy-policy](http://adambennett.co.uk/privacy-policy) periodically

Your continued use of the Service after we post any modifications to the Privacy Policy on the webpage [adambennett.co.uk/privacy-policy](http://adambennett.co.uk/privacy-policy) will constitute your acknowledgement of the modifications and your consent to abide and be bound by the modified Privacy Policy. If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on the Site.

## Withdrawal of consent

Should you wish to withdraw your consent to our use of your details you can do so by contacting our Data Protection Officer. Please see the section 'Contacting our Data Protection Officer' below for contact details.

## Tenants, Licensee's & Landlords

Please note you cannot withdraw consent if you are in an active Tenancy Agreement or an active License for The Occupation of a Room agreement as we require your Personal Information to meet our legal and contractual obligations. You can withdraw consent once the Tenancy/Licensing Agreement has ended.

## Data Retention

We may store your data for up to 7 years after consent has been withdrawn to meet our legal and contractual obligations. After this period your Personal Information will automatically be removed.

## Rights of the User

As a registered user of the site, you have the following rights:

- **Right of Access:** You have the right to obtain a copy of the personal data we hold about you.
- **Right to Object:** You can object to processing that is likely to cause or is causing damage or distress.
- **Right to Prevent Direct Marketing:** You have the right to prevent your data from being used for direct marketing purposes.
- **Right to Object to Automated Decisions:** You can object to decisions made by automated means.
- **Right to Rectify:** In certain circumstances, you have the right to have inaccurate personal data corrected, blocked, erased, or destroyed.
- **Right to Compensation:** You can claim compensation for damages caused by a breach of the GDPR regulation.
- **Right to Lodge a Complaint:** You have the right to lodge a complaint with a supervisory authority, this is the Information Commissioner's Office.

## Refund Policy

If you have made a payment in error, please contact the office on 01904 611 611 or email [enquiries@adambennett.co.uk](mailto:enquiries@adambennett.co.uk). We will process your refund within 14 days of notifying us.

## Contacting our Data Protection Officer

If you have any questions about this Privacy Policy, please contact:

Data Protection Officer  
58 Gillygate, York, YO31 7EQ  
e: [dpo@adambennett.co.uk](mailto:dpo@adambennett.co.uk)  
t: 01904611611

