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**LSBU**

# **Accommodation Licence Agreement 2023-2024**

# Accommodation Licence Agreement 2023-2024

## *Terms and Conditions of the Accommodation Licence Agreement 2023-2024 to occupy London South Bank University Halls of Residence.*

### Welcome to London South Bank University

London South Bank University is hereby offering you a place in one of its Halls of Residence.

This Accommodation Licence Agreement 2023-2024 (the "Agreement") sets out your rights and responsibilities and our respective rights and responsibilities. All students living in LSBU Halls of Residence have the same rights and responsibilities as you.

You understand that it is your responsibility to read and make sure you understand and agree to the Terms contained in this Agreement before you enter it. You should take advice, if necessary, before making a commitment to take the offer of accommodation and accept the terms of this Agreement.

This Agreement is a **legally binding document**, and it is important that you understand and accept your commitments and responsibilities as a resident student **before** you electronically sign and accept your online offer of accommodation.

Upon accepting the online offer of accommodation, you will be deemed to have accepted the terms of this Agreement and have a legal obligation to pay the Rent for the Period of Residence, even if you do not occupy the Accommodation for the full Period of Residence.

The Agreement between us and you is regulated by English law, which, if you are an International student, you may find different to the law which applies in your own country.

This Agreement comprises of:

1. The Terms and Conditions of Residence set out below;
2. The Offer of Accommodation sent to you separately; and
3. The relevant university policies, procedures and regulations which can be reviewed at <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. If you are unable to access this link please contact the Accommodation Office before accepting the offer of accommodation. Please note that policies and procedures are subject to change from time to time.

The Terms and Conditions are all reasonable expectations.

**Our responsibilities:** If the Accommodation Services fail to meet their responsibilities under this Agreement, we expect you to inform us and give us the opportunity to put things right.

**Your responsibilities:** By entering this Agreement you agree to comply with your responsibilities. This will include a commitment by you to comply with LSBU Halls of Residence Disciplinary Code of Conduct.

If you fail to meet your responsibilities you will be informed and, unless the failure is serious or is persistent, you will be given a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, the Accommodation Services will be entitled to take disciplinary and/or legal action against you, which may result in the Accommodation Licence Agreement being terminated.

The Accommodation Services are committed to managing the Halls of Residences in accordance with the best practice guidelines set out in the Universities UK/Guild HE Code of Practice for University Managed Student Accommodation, and the University is regularly audited under this Code.

Further information on the Code of Practice, which can be viewed at <https://www.thesac.org.uk/>

## Contents

1	<a href="#">Definitions</a>	Page 3
2	<a href="#">Nature of the Licence Agreement</a>	Page 4
3	<a href="#">Accepting the Licence Agreement</a>	Page 4
4	<a href="#">Variations to Agreement</a>	Page 5
5	<a href="#">Enquiries</a>	Page 5
6	<a href="#">Governing Law and Enforceability</a>	Page 5
7	<a href="#">Data protection</a>	Page 5
8	<a href="#">Notices</a>	Page 6
9	<a href="#">Liability for loss or damages</a>	Page 6
10	<a href="#">VAT</a>	Page 6
11	<a href="#">Council Tax</a>	Page 6
12	<a href="#">Third Party Rights</a>	Page 6
	<b>Your Responsibilities</b>	
13	<a href="#">Payment of Residence Fees, Charges and Fines</a>	Page 7
14	<a href="#">Advanced Payment</a>	Page 7
15	<a href="#">Inventory</a>	Page 7
16	<a href="#">Use of Room</a>	Page 8
17	<a href="#">Guests</a>	Page 8
18	<a href="#">Respect for Others</a>	Page 10
19	<a href="#">Cleanliness, Repairs, Maintenance and alterations</a>	Page 11
20	<a href="#">Safety and Security</a>	Page 12
21	<a href="#">Security</a>	Page 15
22	<a href="#">General Health and safety</a>	Page 15
23	<a href="#">Access</a>	Page 15
24	<a href="#">Pets</a>	Page 16
25	<a href="#">Vacating the Room</a>	Page 16
26	<a href="#">Motor Vehicles and Cycles</a>	Page 17
27	<a href="#">Risk Assessment</a>	Page 17
	<b>Our Responsibilities</b>	
28	<a href="#">Services and Facilities</a>	Page 17
29	<a href="#">Insurance</a>	Page 18
30	<a href="#">Rooms</a>	Page 18
31	<a href="#">Circumstances beyond the University's control</a>	Page 18
32	<a href="#">Guarantees of Accommodation</a>	Page 19
33	<a href="#">Alterations and Building Works</a>	Page 19
34	<a href="#">Access and Inspection</a>	Page 19
35	<a href="#">Removal of Items from Accommodation</a>	Page 20
36	<a href="#">Right to relocate</a>	Page 20
37	<a href="#">Disciplinary Procedure</a>	Page 21
	<b>Termination</b>	
38	<a href="#">Your Right to Cancel before you take up occupation</a>	Page 22
39	<a href="#">Our Right to Cancel the Agreement before you take occupation</a>	Page 22
40	<a href="#">Our right to terminate the Agreement during your occupation</a>	Page 22
41	<a href="#">Your rights to terminate the Agreement during your occupation</a>	Page 23
42	<a href="#">Right to temporarily suspend your right to occupy</a>	Page 24
43	<a href="#">Notice and effect of termination</a>	Page 25
44	<a href="#">Complaints and Appeals</a>	Page 25

### 1 Definitions

To assist you with the Licence Agreement, the following expressions shall have the following meanings:

- 1.1 **Accept** means to formally accept these Ts & Cs by clicking ["I Agree"] in your LSBU Accommodation Student account and "Accepted" and "Accepting" are to be interpreted accordingly.
- If you move into the Accommodation without formally accepting these Ts & Cs by clicking ["I Agree"] in your account in the LSBU Accommodation student Account, you will be deemed to have accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.
- 1.2 **Accommodation** means the Room and, in the case of a shared flat, includes all shared areas in that flat, or any other alternative accommodation where we have relocated you under this Agreement.
- 1.3 **Accommodation Office** means the Accommodation Office based in the Student Centre in Borough Road who will assist with all generic accommodation information and contractual obligations.
- 1.4 **Advanced Rent Payment** means the sum of £300 paid to secure a place within the Halls of Residence for the Accommodation Period, which will be credited to the final instalment of Student's Residence fees.
- 1.5 **Agreement** means the contract between you and us relating to Accommodation including Terms and Conditions and any associated regulations.
- 1.6 **Building** is the block of flats which forms part of the Halls of Residence.
- 1.7 **Buildings Grounds** means the external areas of the Building(s) which are owned or managed by us including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Building(s).
- 1.8 **Communal Areas** means all designated communal areas of the Halls of Residence including stairwells, hallways, entrance halls, the kitchen areas, bathrooms and toilets.
- 1.9 **Data Protection Laws** means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003
- 1.10 **Flat** means where the Room you are allocated is located as part of the Halls of Residence.
- 1.11 **Halls of Residence** means the name of the Halls you have been allocated specified in section 1 on page 1 of the schedule in the offer letter.
- 1.12 **Halls of Residence Management Team** means the overarching personnel in charge of the Accommodation operation and decision making.
- 1.13 **Inventory** means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University.
- 1.14 **NTQ** means Notice to Quit or termination of your Licence Agreement.
- 1.15 **Residence Customer Service Manager** shall be the person appointed by the University to act as Senior Manager of your Halls of Residence.
- 1.16 **Residence Period or Period of Residence** means the period starting and ending on the specified dates in section 2 on page 2 of the schedule in your offer letter.

- 1.17 **Residence Fees** means the charges of your occupation of the Accommodation as specified in section 3, 4 and 5 on page 2 of the schedule your offer letter.
- 1.18 **Room** means the actual bed space you have been allocated for the Period of Residence.
- 1.19 **Student** shall mean the Student named in the Offer Letter attached to this Agreement.
- 1.20 **Sponsor** means any person or organisation who is paying all or part of your Residence Fees.
- 1.21 **University** means London South Bank University of 103 Borough Road, London, SE1 0AA. Email: [accommodation@lsbu.ac.uk](mailto:accommodation@lsbu.ac.uk).

In these terms and conditions “you” means the person signing this Agreement and “we” means the London South Bank University. The expressions “your” “our” and “us” should be read accordingly.

## About The Agreement

### 2 Nature of the Licence Agreement

- 2.1 This Licence Agreement is a licence to occupy a room in Halls of Residence granted by the University whilst you are registered on a full-time course of study at the University. Nothing contained in this Agreement shall be construed as setting up the relationship of Landlord and Tenant and does not, and is not intended, to create a tenancy of the Room.
- 2.2 This Agreement is granted by the University, an education institution, so that you can pursue a course of study at the University. This Agreement is not an assured short hold tenancy (unlike a contract with a private landlord). This means that the Agreement does not have the legal protection set out in the Housing Act 1988 (as amended).
- 2.3 You have a personal right to occupy the Room as a fixed term Licensee but do not have exclusive possession of the Room.
- 2.4 This means, in particular, that:
- 2.4.1 You are not permitted to transfer your rights under the Agreement or sub-let premises or permit or allow any other person to occupy or share occupation of the premises;
  - 2.4.2 The University can move you to suitable alternative Halls of Residence where reasonably required see Clause 36; and
  - 2.4.3 The University can access your room at any time and for any reason see Clause 23 and 34.

### 3 Accepting the Licence Agreement

- 3.1 By accepting this Agreement you enter into a legally binding contract with us and agree to abide fully by these Terms and Conditions which will include paying all Residence Fees on the dates stated in Section 6 & 7 of the Schedule on page 2 of your offer letter. If you do not accept the offer by the expiry date specified, the University has the right to withdraw the offer of Accommodation.
- 3.2 The Agreement gives you the right to live in the allocated Halls of Residence and use the Communal Areas and the Building Grounds, subject to the terms of this Agreement and for the Period of Residence specified.
- 3.3 If you move into the Halls of Residence prior to the date you have accepted the T & C's (and paid the £300 advanced rent payment, ) you will be deemed as having accepted the Licence Agreement by your actions and entered into a legally binding contract with us.

- 3.4 This Agreement may only be accepted by someone acting on your behalf if you have first provided written authorisation to the University identifying the person who will be acting on your behalf, together with a valid Power of Attorney or Court Order.
- 3.5 If you are under 18 when this Agreement is formed, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with Clause 41.3. If you choose not to do so, the Agreement will be legally binding upon you.
- 3.6 If someone other than you pays all or part of the Residence Fees to us directly, whether they are a sponsor or otherwise, this will not diminish or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or licence or other rights benefiting that third party.
- 3.7 Only students who are enrolled to study at the University are permitted to live in the Halls of Residence. If, after you have accepted this Agreement you do not enrol with us, or you subsequently withdraw from your course, you must inform the Accommodation Office in writing as soon as possible, or in any event within 7 days of the enrolment day/withdrawal from the course. If you inform us within the required timescale set out in Clause 38.2, you will be entitled to a refund of the Advanced Payment and/or Residence Fees that you have paid and thereafter the room will be reallocated.
- 3.8 If you fail to enrol or you have withdrawn yet continue to reside with Halls you will be served a NTQ and removed immediately. You will remain liable for all Residence Fees and any associated charges to that point.

#### **4 Variations to Agreement**

- 4.1 With the exception of any changes required as a result of Government legislation, this Agreement cannot be varied unless the variation has been agreed between you and the University and the variation has been confirmed in writing by Lesley Duffy, Head of Accommodation, Student Services, London South Bank University, 103 London Rd, London SE1 0AA.

#### **5 Enquiries**

- 5.1 If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office. If you require advice on your rights or responsibilities under this Agreement please seek advice from the Citizens' Advice Bureau, a Law Centre or a Solicitor.

#### **6 Governing Law and Enforceability**

- 6.1 This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
- 6.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

#### **7 Data Protection**

- 7.1 By accepting this Agreement you acknowledge that the University is registered as a data controller under the Data Protection Act 2018 and that data about students, including sensitive personal data may be processed by the University, for lawful purposes in connection with this Agreement including, but not limited to:

- 7.1.1 Assessing your application and suitability for residing in the Halls of Residence;
- 7.1.2 Assessing safeguarding risks posed by residents to other residents and staff;
- 7.1.3 Processing payments and Debt recovery;

- 7.1.4 Crime prevention and detection;
  - 7.1.5 Measuring satisfaction;
  - 7.1.6 Allocating rooms and ensuring appropriate tenant mix in the Student Residence;
  - 7.1.7 Managing insurance;
  - 7.1.8 Enabling the University to carry out its duties;
  - 7.1.9 Provide student welfare or pastoral services;
  - 7.1.10 Where there is serious risk or harm to the Student or to others; or
  - 7.1.11 To the University's or others' property and all matters arising from the Student's membership of the University.
- 7.2 The Accommodation Services only disclose sensitive personal information (for example, medical information) where it is necessary for us to do so for your safety, the safety of others and your wellbeing in the Accommodation.
- 7.3 Full details of how the University uses students' personal data, including the Accommodation Privacy Notice are set out in the in the data protection notice to students available at:  
<https://www.lsbu.ac.uk/footer/data-protection/privacy-notices>

## **8 Notices**

- 8.1 All notices required to be given by the student under the terms of this Agreement to the University must be
- 8.1.1 In writing, delivered by hand to the Halls Management Team or sent by post to the University at the address listed under Clause 1.21 and marked for the attention of the **Accommodation Office**;
  - 8.1.2 Sent via email communication to the address listed in Clause 1.21; or
  - 8.1.3 Sent via Myaccount for the attention of the **Accommodation office**.
- 8.2 All formal notifications required to be given by the University to the Student such as Stage 2 disciplinary, withdrawal, NTQ's, termination, will be in writing and hand delivered to Student's Room and emailed to the Student using their LSBU email account.

## **9 Liability for loss or damage**

- 9.1 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

## **10 VAT**

- 10.1 At the date of this Agreement the Residence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

## **11 Council Tax**

- 11.1 If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full-time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

## **12 Third Party Rights**

- 12.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This Agreement is between yourself and us. No other person will have any rights to enforce any of its terms.

## Your Responsibilities

These points set out the Students responsibilities whilst residing in the Halls of Residence. Please read these carefully:

### 13 Payment of Residence Fees, Charges and Fines

13.1 Your Residence Fees must be paid either:

13.1.1 In full, (i.e., in one instalment) before the first day of the Period of Residence; or

13.1.2 In termly instalments, by the dates and proportions set out in your offer; or

13.1.3 In 9 equal instalments starting in September through to May.

13.2 Subject to Clause 38 your obligation to pay the Residences Fees on the dates set out in Section 6 & 7 of the Schedule on page 2 of your offer letter applies:

13.2.1 Whether or not you move into the Accommodation if the cancellation period has expired;

13.2.2 Irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Residence Fees);

13.2.3 Irrespective of individual course dates which may start later or finish earlier than the Period of Residence.

13.3 Payments must be made by **Card payment** either:

13.3.1 Online <https://payonline.lsbu.ac.uk/open/> ; or

13.3.2 Over the phone to your Halls reception; or

13.3.3 At your Halls of Residence at Reception.

Bank Transfer and Western Union payments are accepted in extreme cases.

13.4 If the whole or any part of the Accommodation Fee remains unpaid in breach of the payment terms, we will be within our right to apply a **late fee after 14 days**, (which will be up to 3% above the Bank of England base rate of interest).

13.5 Failure to pay in full within 28 days of your scheduled payment plan may affect your rights to continue occupation in the Hall of Residence and may result in the commencement of proceedings via a debt collection agency in order to recover the debt.

13.6 The University reserves the right in the event of any increase in payments it makes for gas, electricity and water, to increase Residence Fees by an equivalent amount.

13.7 If the University terminates this Agreement on any of the grounds set out in Clause 40 and Clause 41, subject to using reasonable endeavours to re-let the Room, it may use the Advanced payment Fee and/or any balance of the Residence Fees to satisfy in whole or in part any monies due to the University from the Student (i) under this Agreement or (ii) by way of damages or fines for breach of any terms under this Agreement.

### 14 Advanced Payment

14.1 On accepting this Agreement you agree to pay the Advanced Rental Payment of £300 in accordance with the payment terms set out in Section 6 & 7 of the Schedule on page 2 of your offer letter.

14.2 The Advanced Rental Payment will be offset against the money owed in respect of the Residence Fees and, in respect of payment by instalments, by reducing the amount of the final instalment.

### 15 Inventory

15.1 A Flat/Room Inventory of the furniture fixtures and fittings in the Room and Communal Areas will be issued to you on the commencement of the Residence Period or (if later) the date you take up occupation of the Room. You agree to check, sign and return to the Halls Reception within 7 days of



receipt either confirming its accuracy or indicating any inaccuracies. The Accommodation Services will assume the inventory is correct if you fail to return within 7 day period.

- 15.2 You will immediately notify the Residence Customer Service Manager of any defects or damage to any part of the Room, Flat, Communal Areas or Halls of Residence which you become aware of throughout the Accommodation period.
- 15.3 Upon vacating your Room, the Flat/Room Inventory shall be checked by the Residence Customer Service Manager and you may be charged for the cost of replacing any items found to be missing or damaged.
- 15.4 Halls of Residence Management Team, in their absolute discretion, can remove from the Room or Flat of which the Room forms part, such items or fixtures and fittings in the Flat/Room Inventory which are found to be damaged or deemed to be illegal or dangerous or which may cause nuisance to others during your occupation.

## 16 Use of the Room

The Room allocated to you is **single occupancy only** therefore:

- 16.1 You will only use the Room as a study bedroom in connection with your course of study at the University and for no other purpose.
- 16.2 You will not share the Room or sub-let it or transfer occupancy to any person. Unauthorised occupation or sub-letting of the Room will be treated by the University as a serious breach of this Licence Agreement which will result in it being terminated within the 4 weeks' notice period.
- 16.3 You will not carry on any trade or business from the Room and you will not use the address of the Room in any documentation connected with any trade or business.
- 16.4 Use of the University Internet / Intranet connection in the Room is subject to any regulations governing the use of the University's ICT Services from time to time ("ICT Regulations"). If the University reasonably believes that you have breached the provisions of this clause or in any other way misused these services it may in its absolute discretion withdraw these services.

**Please note payment of Residence Fees does not give a guarantee of unlimited and uninterrupted connection in the Room to IT Services and as stated in IT Regulations, the University will not be liable for loss, damage or expense resulting from IT facilities in the absence of negligence, fraudulent misrepresentations or breach of statutory duty on the part of the University.**

- 16.5 You must maintain the status of a full-time registered student with us for the whole of the Period of Residence.
- 16.6 You must notify the Residential Services Office in writing prior to the Period of Residence start date if you do not intend to occupy the Accommodation from the first day of the Period of Residence. The obligation to pay the Licence Fee applies from the start of the Period of Residence irrespective of when or if you actually move into the Accommodation.

## 17 Guests

The purpose is to allow residents the freedom to have guests whilst ensuring that this does not negatively impact on other residents or Health and Safety in the event of an emergency.

- 17.1 Subject to Clause 17.2 below, you may invite up to 2 Guests between the hours of 09.00 and 23.00 other than any person who has been barred by any Residence Customer Service Manager from visiting any Halls of Residence Room.

17.2 You and your Guests must comply with any signing in and out procedures, which operate in the Halls of Residence. This applies to all guests day and night and is your responsibility to ensure this is adhered to. The last sign in for day guests is 22.00 who will need to vacate by 23.00.

**This is expressly important for Health and Safety reasons in the event that the Halls of Residence has to be evacuated. Failure to comply will lead to disciplinary action.**

17.3 All day Guests can visit from 9am onwards but are required to leave by 23.00 unless prior permission has been given by the Halls of Residence Management Team. Permission is given at the discretion of the Halls of Residence Management Team and their decision is final. All Under 18 guests must leave by 18.00.

17.4 You can request a permit for one overnight Guest online. A "Request for an Overnight Guest Permit" form must be completed by you and approved by the Halls of Residence Management Team 48 hours before the first day of the permit. Any Guest/s aged less than 18 years will not be permitted to stay after 18.00.

17.5 If you are residing within a designated Single gender flat no members of the opposite gender are permitted within that flat overnight. These guests are required to vacate the flat by 21.00 but are permitted to stay in the common room to 23.00 after which they must leave.

17.6 Any Guest must only stay in your Room provided that the Halls of Residence Management Team gives permission for a maximum of 3 **consecutive** nights with no further permits issued to you or the guest within a rolling seven day period. Permission is given at the discretion of the Residence Customer Service Manager and his/her decision is final.

17.7 In cases of emergencies it will be up to the discretion of the Residence Customer Service Manager or, in cases of out of Hours, the on call duty manager, to allow a guest/family member to stay. This will be on a case by case basis.

17.8 You are responsible for the behaviour, in your Room, Flat, the Halls of Residence, and the Building Grounds of any invited Guests (whether the invitation is expressed or implied). You must ensure that your Guests do not break the terms of this Agreement. If they do, you will be held responsible for any damage, undue wear and tear, misconduct or disturbance caused, and you could face disciplinary and/or legal action which could result in this Agreement being terminated early.

17.9 Guest bans will be applied at the discretion of the Halls of Residence Management Team should it be deemed appropriate for a given period of time. Any student issued with an NTQ for non-payment of fees will automatically receive a guest ban to the NTQ expiry date.

17.10 You agree that we may remove or exclude your Guests from the Halls of Residence where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or wellbeing of other persons and/or to safeguard our property.

17.11 Any Student who has unauthorised Guests will be liable to disciplinary action, which may result in termination of this Agreement.

17.12 All Guest/s must observe all the undertakings by you as contained in this Agreement.

17.13 You are not allowed to give your keys to your Guests and Guests are not allowed to stay in the Accommodation without you being present.

17.14 If your keys are lost, you may incur a charge for replacement key/s or lock/s, where a lock change is deemed necessary for security purposes.

17.15 In the event of a pandemic or in light of a lockdown, any other applicable Government restrictions or other catastrophic event including health and safety reasons, we reserve the right to withdraw this privilege if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Hall and/or to safeguard our property.

- 17.16 Any visiting Guest or Guests who have previously been given permission to visit the Halls of Residence may be requested to leave immediately if they propose any threat, or if they are deemed to be at risk themselves
- 17.17 LSBU has a Zero Tolerance approach to abuse of staff whether verbal, physical or virtual. Such actions may result in a permanent ban for guest/s involved and potential removal of guest privileges.

**For the avoidance of doubt, if you or your Guest/s make excessive noise, cause damage, fail to observe the undertakings by yourself, or if you impede or fail to adhere to the reasonable requests of the Security Team or Halls of Residence Management Team when they are implementing Government restrictions or any other critical reason, this will be regarded as a breach of this Agreement and you may be disciplined by the Halls of Residence Management Team in accordance with the Halls of Residence Disciplinary Procedure. This could potentially result in termination of your Licence Agreement.**

## **18 Respect for others**

You agree to comply with the Agreement and any associated University procedures by showing respect for other persons living and/or working in the Residence, your neighbours and other local residents at all times including (but not limited to):

- 18.1 Not doing anything which causes or is likely to cause a nuisance or annoyance.
- 18.2 Not smoking or vaping in the Halls of Residence/the Building/your room or within 2 metres of any door or window. You agree to only use designated smoking areas.
- 18.3 Not doing anything which interferes with the peace, comfort, privacy, or convenience of other students and people living/working in the Halls of Residence or live local to the Halls of Residence including (but not limited to) drunken, indecent, disorderly, threatening or offensive behaviour and/or language.
- 18.4 Keeping noise at a level that does not interfere with the study, sleep or comfort of staff, contractors and your neighbours. In particular, you agree not to make or allow any loud noise between the quiet periods from 23.00 hours and 08.00 hours each day. This includes (but is not limited to) noise made by any machinery, TVs, electronic devices, sound systems, gaming digital media, loudspeakers, musical instruments, as well as noise made by yourself or any of your Guests such as raised voices, shouting or slamming doors.
- 18.5 Not harassing or threatening to harass on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle, using violence or threatening to use violence, or verbally assaulting any residents or guests or employees, visitors or contractors (such as security staff) of the University or the occupiers of any premises adjacent to or neighbouring the Halls of Residence or to any other members of the public. This includes online harassment.
- 18.6 Agreeing not to hold or take part in any parties or gatherings in the Halls of Residence that may potentially disturb other residents.
- 18.7 Not to possessing, using or supplying illegal substances and drugs including any psychoactive substances (as defined in the Psychoactive Substances Act 2016) in the Halls of Residence or grounds or allowing the Halls of Residence or grounds to be used for the storage, use or supply of illegal substances and drugs including any psychoactive substances (as defined in the Psychoactive Substances Act 2016).

This includes the use of “legal highs” or any substance that causes behavioural change other than those prescribed to the person by a licensed medical practitioner. You will not use drugs other than those prescribed to you by a licensed medical practitioner. You will be referred to disciplinary for possession of drugs if traces are found.

This includes any cannabis plant product purporting to be low/no-THC and the prohibition of drugs related paraphernalia such as grinders and bongs.

- 18.8 Not bringing into, or making within, either the Halls of Residence and/or Building Grounds any weapons or items of any description that are illegal or which we consider acting reasonably to be offensive or dangerous including (but not limited to) firearms, paint ball guns, BB or pellet guns, air-weapons, bows, knives, swords, martial arts weapons, and replica, ceremonial and toy weapons.
- 18.9 Not allowing the Halls of Residence to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal or new psychoactive substances; prostitution; or storing or handling stolen goods or goods where there is reasonable suspicion that such item is stolen.
- 18.10 Not committing any indictable offence or criminal act (whether at the Halls of Residence or otherwise) which we consider (acting reasonably) makes you unsuitable to continue to live in the Halls of Residence.
- 18.11 Behaving with respect and consideration towards other members of the University, your neighbours, staff, contractors and any authorised guest or visitor to the University. This includes not removing any articles from the Halls of Residence or Residence Grounds belonging to staff or contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others.
- 18.12 Not engaging in behaviour likely to cause injury or impair safety in the Halls of Residence or Building Grounds. This includes (but is not limited to) not throwing anything from the balconies or windows of your room.
- 18.13 Not to allow persistent use of any of the Halls facilities by non-residents.
- 18.14 You must not tamper with window restrictors in the Room or Flat. Tampering with window restrictors will result in disciplinary action.
- 18.15 Not use covert cameras in your room which could be used to take images or videos of residents, guests, staff, and contractors and used without consent.
- 18.16 In the event of a pandemic or in light of a lockdown or applicable Government restrictions or other catastrophic event, the University reserves the right to issue temporary measures or procedures that must be followed by all Students living within the Halls of Residence to ensure safety and respect for others.

You will be notified of these measures in advance where possible and you will agree to adhere to them. Such measures or procedures may include, but are not limited to, social distancing or respect for a resident's self-isolation requirements. **You acknowledge that failure to comply with Clause 18.15 will be regarded a breach of this Agreement which will result in disciplinary action and potential termination of this Accommodation Agreement.**

**For the avoidance of doubt, if you fail to comply with any point listed in Clause 18, this will result in disciplinary action being taken by the Halls of Residence Management Team in accordance with the Halls of Residence Disciplinary Procedure.**

## **19 Cleanliness, Repairs, Maintenance and alterations.**

- 19.1 You agree to keep the Room/Flat and Communal Areas of the Halls of Residence in a clean, tidy and hygienic condition at all times and to carry out your share of cleaning in any shared areas.
- 19.2 You agree to leave your room in good condition at the end of the Residence Period and clear of all personal belongings. If you fail to observe this undertaking the cost of any cleaning arranged by the University or removal of any furniture or electrical items may be charged to you.
- 19.3. You agree to regularly remove rubbish and recycling from the Halls of Residence in a safe manner and safely place it in the designated area.

- 19.4 You agree to take reasonable care of all furniture and equipment provided by us as detailed in the Room/Flat Inventory.
- 19.5 You agree that you will not leave any personal belongings or other obstacle in the Communal Areas or the Residence Grounds and you will not make dirty or untidy the Communal Areas or the Residence Grounds.
- 19.6 You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Halls of Residence. This includes not putting up posters, fixing anything to the walls, wardrobes doors or other surfaces, and not making any holes in the furniture or fabric, including walls, to accommodate the wiring of your electrical appliances or for any other purpose. The cost of repair for any damage or defacement will be charged to your account.
- 19.7 You agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in your Room, Flat, Communal Areas or any other part of the Halls of Residence or the Residence Grounds.
- 19.8 You agree not to affix or erect any item such as (but not limited to) a satellite dish or aerial in any part of the Halls of Residence.
- 19.9 Your room inventory includes a bed and you are not permitted to install your own. Any other furniture or furnishings brought into the Halls of Residence by you must comply with all relevant Health and Safety legislation including the "Furniture and Furnishings (Fire) (Safety) Regulations 1987". The Residence Customer Service Manager must approve any furniture or furnishings before they are brought and any furniture or furnishings found to have been brought into your Room or Flat without approval will be removed by Residence Customer Service Manager or other staff member unless removed immediately by you upon request.
- 19.10 You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to your Halls of Residence reception, or online or via telephone out of hours.
- 19.11 You must not install a private telephone connection in the Room, Flat or Common Parts.
- 19.12 You must not use, or permit others to use, the heating and lighting apparatus in the Room for anything other than normal domestic purposes.
- 19.13 You agree to notify us as soon as reasonably possible if you become aware of (a) any circumstance which may affect our insurance, (b) any fault or damage in the Accommodation or Hall, including any fault which might constitute a hazard to health or safety or (c) if an incident occurs where the emergency services are called to Hall or first aid is administered.
- 19.14 You agree the University may seek to recover reasonable costs for any loss, claim, demand, damages, fines and expenses of any kind incurred by the University arising out of a breach you committed or non-observance of the terms of this Accommodation Agreement.
- 19.15 Where any article has been removed due to a breach of these terms and conditions, the Halls of Residence Management Team will, if requested, return it to you upon the termination of this contract or if you have made arrangements to have the item removed from the Halls of Residence.
- This does not apply to any item that has been removed and has been handed over to the police or other authority or regulatory body. If you do not request the return of an item within one month of the Agreement coming to an end, however this occurs, the halls of Residence Team shall be entitled to dispose of the item(s) removed.
- 19.16 In the event of a pandemic or in light of a lockdown or applicable Government restrictions or other catastrophic event, the University reserves the right to issue temporary measures or procedures that must be followed by all Students living within the Halls of Residence to ensure safety and cleanliness

within the Accommodation. You will be notified of these measures in advance where possible and you agree to adhere to them.

**For the avoidance of doubt, if you fail to comply with Clause 19 you may be disciplined by the Halls of Residence Management Team in accordance with the Halls of Residence Disciplinary Procedure which could lead to the termination of this Accommodation Agreement.**

## **20 Safety and Security**

It is your responsibility to help ensure that the Halls of Residence is safe and secure to live in. This includes, but not limited to, complying with the following:

### **20.1 Electrical Appliances**

- 20.1.1. You agree not to use cooking equipment, kettles, toasters, rice cookers, air fryers, or other similar electrical cooking or heating equipment in your study bedroom. This does not prevent you, however, from using any cooking and/or other electrical kitchen equipment **supplied by us** in your shared kitchen. Fat fryers and portable slow cookers are not permitted in Halls.
- 20.1.2 You are responsible for ensuring that all portable electrical equipment brought into the Halls of Residence meet current UK safety legislation and standards and where relevant have been Portable Appliance Tested (PAT) and certificated by a qualified electrician before they are brought into the Halls of Residence. Proof of certification will be asked for at the point of arrival.
- 20.1.3 Due to requiring prolonged periods of use, consistent noise and potential to overheating, 3D printers are not permitted.
- 20.1.4 Not bringing in E-scooters and similar. These are banned from the Halls of Residence
- 20.1.5 Ensuring that each of your own electrical appliances is fitted with the correct fuse and only one appliance is wired to one plug.
- 20.1.6 Avoid the risk of electric power points being overloaded, use only one British Standard approved adaptor with no more than four plug sockets and a maximum 13 amp fuse.
- 20.1.7 The Halls of Residence Management Team reserves the right to remove any such appliance which does not meet this requirement and the item will only be returned when you have arranged for the item to be PAT tested or if it is going to be removed without further use from the Halls of Residence.
- 20.1.7 You must not bring additional domestic appliances (including items such as heaters, refrigerators and cookers) into the Halls of Residence. Any such item may be removed by the Halls of Residence Management Team unless this has been supplied or approved by the Halls of Residence Management Team.
- 20.1.8 Students who need to keep medication refrigerated may apply to the University for Permission to keep a refrigerator in the Room and this will not be unreasonably withheld.

### **20.2 Fire safety**

- 20.2.1 You agree to adhere to all fire safety procedures identified in this Agreement, fire notices and respond to all fire alarms. You agree to have due regard to the fire evacuation procedures (which are displayed in the Halls of Residence and on notice boards in the Building) and evacuate your Room, Flat, the Halls of Residence and/or the Building on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and contractors and the emergency services.

- 20.2.2 You will cooperate with all fire drills and testing of fire alarms and fire detection equipment.
- 20.2.3 In the event of the fire alarms sounding, you and your Guest/s must leave the Halls of Residence immediately via the appropriate exit(s). Lifts must not be used for emergency evacuation.
- 20.2.4 You agree not to abuse, interfere or otherwise tamper with any of the fire prevention equipment as this is illegal. Any misuse of or damage to firefighting or detection equipment and any misuse of or damage to fire extinguishers, fire doors, wedging fire doors open, break glass points and fire / smoke detectors will be dealt with in accordance with disciplinary regulations. If you are found to abuse, interfere or otherwise tamper with any fire prevention equipment, including but not limited to fire extinguishers or smoke detectors, you may incur the reasonable cost for repair or replacement of said equipment.
- 20.2.5 Due to fire risk, you must not have any fairy lights or string lights in the Student Residence (unless battery operated) or any items which have the potential for an exposed flame, including (without limitation) candles, tea lights, joss sticks, shishas, hookahs, flammable liquids and gases. Such items, if found, will be confiscated and returned at the end of your period of Residence.
- 20.2.6 You agree not to bring in the Halls of Residence or Building Grounds any fireworks, Chinese lanterns or any other items of a similar standing which the University reasonably considers to be dangerous.
- 20.2.7 You will not smoke, or allow Guest/s to smoke, in any area of the Halls of Residence with the exception of designated smoking areas. This includes the use of Electronic Cigarettes and Vaping. If you do smoke within an area of the Halls of Residence that is not a designated smoking area, and this causes the smoke detector or fire alarm to go off, you may incur the reasonable cost of having the equipment switched off or reset.
- 20.2.8 You must not cause any obstruction of Common Parts or fire escape routes nor prop open, or otherwise tamper with the fire doors as they are designed to reduce the spread of fire. All fire doors have door closers, which you agree not to impede or disconnect.
- 20.2.9 You will not leave food cooking unattended and ensure all cooking equipment is turned off after use. Deep Fat fryers are not permitted.
- 20.2.10 You agree not to have any barbeques in the Building Grounds and only prearranged organised events where BBQ's requested are allowed through the Catering Department.
- 20.2.11 You agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety regulations.
- 20.2.12 If you suspect that any item of safety equipment is defective or has been used, you will promptly inform your Halls of Residence Reception.
- 20.2.13 You agree that staff authorised by the Halls of Residence Management Team may carry out Health & Safety fire prevention checks in all Communal Areas and 3 times a year in your study bedroom.
- 20.2.14 Depending on your Building, you should expect to have checks anything from once a week to once a month.

**For the avoidance of doubt failure to observe and cooperate with any points listed in Clause 20 will result in disciplinary action being taken, which could lead to the termination of this Accommodation Agreement. Fire Safety is paramount and any breaches will not be tolerated.**

## 21 Security

You must ensure your Room, Flat and the Halls of Residence are left secure at all times therefore:

- 21.1 You will lock the Room, Flat and the Block when going out to protect the security of the Room and other residents in the Building.
- 21.2 You will carry the keys /fobs/ access card/ID card personally at all times and will not allow any other person to use the keys /fobs/ access card to gain access to the Room or the Flat or the Halls of Residence. You will advise the Residence Customer Service Manager without delay if the keys/fobs/ access card are lost or stolen.
- 21.3 You will not do or omit to do anything, which may prejudice the security of the Halls of Residence. If you live on the ground floor you must ensure that you keep your bedroom and kitchen windows secured when not in the Room or Flat.
- 21.4 All personal possessions and property belonging to you are your responsibility and will arrange such insurance as required.
- 21.5 You will not allow any person (other than a Guest for whom you will take responsibility under Clause 17 into your Flat/Room.
- 21.6 You will not allow any person whom the Residence Customer Service Manager has barred from visiting the Halls of Residence into any part of the Residence including any Flat or Room.
- 21.7 You will advise the Halls of Residence Management Team in writing if you intend to be absent from the Halls of Residence for a period of 10 days or more during the Residence Period.
- 21.8 Be vigilant and reporting promptly any suspicious events to your Halls Management Team, Security or the police.

## 22 General Health and Safety

The university has an overarching [Health and Safety Policy](#) which you are to familiarise yourself with and critical for upholding your responsibilities towards keeping safe.

- 22.1 You will take all reasonable steps to ensure your own health and safety, and the health and safety of others in the Room, Flat and Communal Areas
- 22.2 You will not in any way put the health and safety or security of others or other people's property at risk.
- 22.3 In the event of a pandemic or in light of a lockdown or applicable Government restrictions or other catastrophic event, the University reserves the right to bring in temporary measures or procedures that must be followed by all Students living within the Halls of Residence to ensure health and safety. You will be notified of these measures in advance where possible and you will adhere to them.

**You acknowledge that a breach of Clause 22 will result in disciplinary action and potential termination of this Accommodation Agreement.**

## 23 Access

- 23.1 You will not impede any member, officer, servant or agent of the University in the exercise by them of the University's right of possession and control of the Room and the Flat and in particular you will give all reasonable assistance and access to



23.1.1 The Residence Customer Service Manager and other staff members, officers, servants or agents of the University at any time in line with their duties or to comply with any obligations imposed by law; and/or

23.1.2 representatives or statutory bodies, contractors or other organisations authorised by the Residence Customer Service Manager to enter your room or Flat in which your Room is situated.

**You acknowledge that a breach of this Clause 23.1 will result in disciplinary action and potential termination of this Accommodation Agreement.**

23.2 The Residence Customer Service Manager will use their reasonable endeavours to ensure that such persons mentioned in Clause 23.1 will carry some form of identification.

23.3 If the University considers that an illegal activity may be taking place within the Halls of Residences, authorised staff have the right, on giving no prior advance notice, to enter the Room/Flat to ensure such activity is prevented or stopped.

23.4 You acknowledge that it is not always possible for the University to give advance notice of access although written notice will be given wherever possible unless it is an exceptional situation.

23.5 You agree that University staff and persons authorised by it, e.g. contractors, may, at reasonable times and on reasonable motive (save in exceptional circumstances where it may not be appropriate to enter at reasonable times and following reasonable notice), enter the Room, Flat and Communal Areas to clean, inspect, repair or for any other reasonable purpose. This may include, but is not limited to entry on reasonable suspicion of the presence of an item prohibited under Clause 20.2.5 and 20.2.9 or interference with fire equipment, or if there is a concern for your welfare or that of others, or for reasons of health and safety

**For the avoidance of doubt please also refer to Clause 34 regarding the Universities rights to Access and Inspection.**

## **24 Pets**

24.1 You are not permitted to keep any animal, bird, reptile, insect or fish in the Room, Flat or Common Parts of the Student Residence with the exception of Service Dogs.

## **25 Vacating the Room**

25.1 Upon termination of this Licence Agreement for any reason whatsoever you agree to vacate the Accommodation on or before either the last day of the Period of Residence or the last day of the Agreement, if ended earlier by 12pm.

25.2 Upon vacating the Accommodation you agree to leave the Halls of Residence in a clean and tidy condition, having removed all of your belongings and rubbish and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear.

25.3 All keys, key fobs and/or access cards must be returned to the Halls of Residence Management Team/Reception and appropriate signing out procedure completed with the Halls Management Team before leaving the Halls of Residence. You will be subject to charges for the costs for replacements if deemed necessary.

25.4 You agree that you are responsible for all of your possessions which are left in the Room and/or the Flat after termination of this Agreement. The University is entitled to remove any items you leave in the Halls of Residence. The University will contact you, giving you 13 weeks' notice to collect the property and after that period may dispose of it. You may be charged for any disposal costs.

25.5 When you leave the Halls of Residence, you must provide the University with a forwarding address.

## **26 Motor Vehicles and Cycles**

- 26.1 You are not permitted to park a car or motorcycles at the Halls of Residence without the prior consent of the Halls of Residence Management Team. You will need to purchase a parking permit from the Halls reception where parking is available.
- 26.2 E-scooters and similar are not permitted in Halls.
- 26.3 You cannot keep any pedal cycle in the Room, Flat, or Communal Areas and will park these in the specific areas (if available) provided at the Halls of Residence. The Halls of Residence will not take any responsibility regarding theft or damage and you are recommended to cover them through personal insurance.

## **27 Risk Assessment**

- 27.1 You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Building

## **University Responsibilities**

## **28 Services & facilities**

During the Period of Residence the University will provide the services and facilities set out below. We will not be liable, however, for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence). Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

The University will:

- 28.1 Make sure that the structure and exterior of the Halls of Residence are kept repaired.
- 28.2 Keep the Building Grounds tidy and, as far as is reasonably practicable, free from waste or litter.
- 28.3 Keep the footpaths in the Building Grounds in repair and, as far as is reasonably practicable free from obstruction.
- 28.4 Make sure the Room is ready for occupation.
- 28.5 Provide adequate bathroom, toilet and shower facilities in the Halls of Residence and make sure that they are kept repaired and in working order. Depending upon the type of the Room these facilities will be either, shared with other students or en-suite.
- 28.6 In the shared kitchens, provide and maintain in working order facilities for the preparation, cooking and storage, including cold storage, of food as dictated by the local HMO guidelines.
- 28.7 Ensure all fixtures and fittings for water, gas, electricity, space and water heating in the Halls of Residence are kept repaired and in working order.
- 28.8 Provide an adequate supply of hot water for domestic use.
- 28.9 Provide reasonably adequate heat to the radiators during the Period of Residence. This will mean that the heating will not be on all the time and may be turned off during specific periods; for example summer.

- 28.10 Provide the Residence with such fixtures, fittings, furniture and equipment as detailed on the Inventory. Subject to you notifying us of any loss or repairs required will, within a reasonable period of time, repair or replace (where necessary) items on the Inventory (except where the loss, breakage or damage is attributable to you or your guests).
- 28.11 Provide refuse and recycling bins (including repairing and replacing them when necessary) in the shared areas of the Residence and Grounds and arrange for disposal of refuse from the bin areas.
- 28.12 Ensure that the Communal Areas are kept repaired and cleaned.
- 28.13 Ensure that the fire-fighting equipment in any shared areas of the Residence, the Communal Areas or any other part of the Building are kept repaired and in working order.
- 28.14 Where there is no washing machine provided in the Residence arrange for an external company to provide and maintain facilities for the washing and drying of clothes, for which there will be a separate charge levied by the external company at the point of use.
- 28.15 Provide a basic internet provision within the Residence which is managed in house.
- 28.16 Provide Cleaning of the Communal Area in your Flat once a week through the Period of Residence.

## **29 Insurance**

- 29.1 The University insures the Halls of Residence under a policy which includes a level of cover for loss or damage caused by the Student and for loss or damage to the Student's personal possessions and property.
- 29.2 You acknowledge that this insurance does not remove any liability which you may have for any such loss or damage caused by yourself and does not remove your responsibility to ensure that your personal possessions and property are properly insured. The University will supply a summary of cover to you upon reasonable request.
- 29.3 You will not by any act or omission that creates circumstances which might give rise to increased premium for the insurance maintained by the University or cause it to be void or voidable.
- 29.4 The University will insure the Building against fire and other risks which are reasonably considered necessary.
- 29.5 If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.

## **30 Room**

- 30.1 This Agreement does not confer on the Student the right to exclusive use and occupation of the Room and the University may require the Student to move to another room at any time (see Clause 36).
- 30.2 The University reserves the right to relocate you to comparable alternative Residence where it is reasonable or necessary to do so (see Clause 36) but, unless the reason for relocation is because you are in breach of this Agreement, you will have the right to terminate the Agreement (without having to comply with the conditions in Clause 41 and without compensation) as an alternative to relocating.
- 20.3 If the University relocates you because you are in breach of this Agreement or where the relocation is made at your request, you will be liable for administration and cleaning fee of £80.00.

## **31 Circumstances beyond the University's control**

- 31.1 The University will not be liable to Students for events outside the University's control which it could not have foreseen or prevented, even if it had taken reasonable care.

Events outside the University's control include but are not limited to industrial action; over or under demand from students; legislative or regulatory change; severe weather; fire; terrorism; civil disorder; political unrest; government restrictions; pandemic or concern with regard to the transmission of serious illness.

In such circumstances, the University reserves the right to cancel or change parts or all of the Student's Licence.

## **Our Rights**

### **32 Guarantees of accommodation**

- 32.1 Any guarantee given by us to allocate Halls of Residence to you shall cease to have effect if this Agreement is terminated or suspended for any reason in accordance with this Agreement.

### **33 Alterations and building works**

- 33.1 We have the right to carry out any alterations or building works at the Halls of Residence, and on our adjoining or neighbouring property without liability for disturbance provided that, as far as reasonably practicable, we use reasonable endeavours to minimise disturbance.

### **34 Access & inspection**

- 34.1 We, together with anyone authorised by us, have the right to enter the Accommodation at all times, for any reason and without having to give you prior notice. We would normally however, only enter the Accommodation at reasonable times and upon giving reasonable prior notice (except in case of emergency where we may enter at any time and without prior notice) and entry will normally be for one or more of the following reasons:

34.1.1 In an emergency;

34.1.2 In order to clean, inspect or repair the Accommodation, or any other part of the Halls to comply with our responsibilities under this Agreement;

34.1.3 There is a concern regarding your or someone else's welfare;

34.1.4 There is suspicion of an illegal activity;

34.1.5 A breach of Fire Regulations or other health and safety concerns;

34.1.6 A breach of the guest policy; and/or

34.1.4 For any other reasonable purpose.

- 34.2 For planned and non-urgent reactive maintenance, where possible, we will endeavour to avoid sensitive periods, such as exams, and aim to give a reasonable notice period via email communication

- 34.3 The Residence Customer Service Manager will use their reasonable endeavours to ensure that such persons mentioned in Clause 34.1 will carry some form of identification.

- 34.4 The University requires the right for University staff and persons authorised by it, e.g. contractors, to have reasonable access to your Room, Flat and Communal Areas and you must ensure the Room/Flat maintained in such a way as to provide them with a reasonably safe environment in which to enter and carry out their work.

- 34.5 The Residence Customer Service Manager and other staff members, officers, servants or agents of the University may keep a record of any repair needed or damage that has arisen within the Room and the Flat, by way of photographic evidence or otherwise. This will be recorded to enable the Residence Customer Service Manager to arrange for repair or it may be used as evidence with respect to any disciplinary action that may arise due to said damage or breach of this Accommodation Agreement.
- 34.6 If you report to us the need for a repair in your Room, we have the right to enter to inspect and/or undertake the repair at reasonable hours of the day without having given you advance notice of our visit unless, when reporting the repair, you ask us to provide you with advance notice and wish to be in attendance. We will however always endeavour to confirm the time and date in advance wherever possible.
- 34.7 If you are not in the Room/Flat when we call on a visit that we have either arranged in advance or which arises as a result of you having reported repair to us, you agree that we may enter the Accommodation, using our master key, unless you have previously informed the Residential customer Service Manager and proposed a reasonable alternative arrangement.
- 34.8 In an emergency, or where we reasonably suspect that illegal activity may be taking place, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety may be at risk. In this case we will secure the Room and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the Room or your failure to report repairs, we may charge you with the reasonable costs we incur of having force entry and repairing any associated damage.
- 34.9 If we incur costs when calling on a pre-arranged visit or because access is refused we may charge you with the cost of this.
- 34.10 Where, on any inspection of the Room, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Room yourself. If the Room is not returned to a satisfactory condition by the time specified in the warning (and we will undertake a follow up inspection to ascertain this), we may arrange for any necessary work to be undertaken and we may charge you for the cost of undertaking the cleaning ourselves. You will be notified of the charge that will be incurred.

### **35 Removal of items from Accommodation**

- 35.1 We may remove from the Room any items which we find in the Room or Flat (either used or unused) that we consider (acting reasonably) are dangerous, may cause a fire hazard and/or represent a significant breach of this Licence Agreement. Photographic evidence will be taken of the item/s in situ, which may be used as appropriate in any disciplinary investigations.
- 35.2 If we remove an item, we will leave a note in the Room confirming that the item has been confiscated and whom you need to contact in order to recover the item. You will not be able, however, to take the item back into the Room or the Halls of Residence.

### **36 Right to relocate**

We reserve the right to move you to similar alternative accommodation on a temporary basis on 24 hours' notice (or less in the event of an emergency) for reasonable management reasons including (but not limited to):

- 36.1 For reasonable management reasons where we consider that we cannot reasonably carry out works to the Room, Flat or Halls of Residence or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Room;

- 36.2 Where the Room, Flat, or Halls of Residence is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction);
- 36.3 Where your Period of Residence includes the Christmas, Easter and/or Summer vacation and the Halls of Residence is not fully occupied and we decide (acting reasonably) to move you to other Halls of Residence so that all students residing in the Halls of Residence over the vacation are accommodated together;
- 36.4 Where the room is required for Summer School provision and your occupation will affect appropriate allocation;
- 36.5 Where we reasonably consider that, because of your behaviour, or for any other reason, that it is necessary to move you from the Room to protect your well-being or the well-being of others or to prevent damage to the Room, including any concerns arising under the Support to Study Procedure. Any right exercised therein will be in accordance with the Student Disciplinary Procedure;
- 36.6 For reasons related to the protection of public health, whether or not on the instruction of Public Health England (or any successor body) or any other internal agency (eg. pandemic); and/or
- 36.7 Where you have breached this Agreement.
- 36.8 If we request you to relocate from the Accommodation:
- 36.8.1 We will give you (other than in emergency situations) written notice of this, provide details of the similar alternative Accommodation and notify you of the date on which you are to relocate. Certain circumstances may mean that the notice period will be with immediate effect if the concern is sufficiently serious.
- 36.8.2 If the fees for the alternative Room are higher than the Residence Fees, we will continue to charge you the original Residence Fees.
- 36.8.3 If the fees for the alternative a Room are less than the Residence Fees, we will charge you the lower fees as from the date on which you move into the alternative Room.
- 36.8.4 Except for relocation under Clause 30.2 (where you have been in breach of the Agreement) or Clause 36.6 above, if the alternative Room is not satisfactory to you (acting reasonably), you have the right to terminate this Agreement in accordance with Clause 41.
- 36.8.5 Where you can produce a valid receipt, we will pay to you any reasonable out of pocket expenses, for example travel costs that you incur by moving into the similar alternative Room.
- 36.9 **If you do not move out of the Room upon us requesting you to do so in accordance with our rights, we may take legal action to force you to move out. If we have to take legal action, we will ask the Court to make an Order requiring you to pay our costs incurred in taking such action.**

### **37 Disciplinary Procedure**

- 37.1 If you, anyone living with you or your invited guests breach any of the conditions of this Agreement, depending upon the nature of the breach and/or the seriousness of the breach, action may be taken against you under the Halls Disciplinary Procedures as well as University Student Disciplinary Procedure, the Support and Fitness to Study Procedure or Fitness to Practice as applicable.
- 37.2 You will be required to attend all meetings requested by halls of Residence management in relation to incidents and investigations.

- 37.3 The University reserves the right to recover reasonable costs actually incurred in dealing with any breach.

## Termination

### **38 Your right to terminate the Agreement before the start of the Period of Residence and before you take up occupation**

- 38.1 As this Agreement was not signed at a face to face meeting, subject to Clause 2, once the Agreement has been entered into, you will have a legal right to cancel, in writing, the Agreement for any reason at any time up to 14 days before the start of the Period of Residence ("Cancellation Period"). If you cancel within this period we will, reimburse you any Advance Payment and/or Residence Fees paid without any undue delay. In any event, within 7 days of you informing us that you wish to cancel you will no longer be bound by these terms and conditions or any other term of the Agreement.
- 38.2 You should exercise your right to cancel by contacting in writing at the address listed under Clause 1.19 and marked for the attention of the Accommodation Office. Email can be sent to the address listed in Clause 1.19 at [accommodation@lsbu.ac.uk](mailto:accommodation@lsbu.ac.uk)
- 38.3 If, pursuant to Clause 38.1, 14 days have expired since you accepted the Accommodation Offer but you have been prevented from taking up occupancy of the Room solely due to government restrictions relating to a pandemic or concern with regard to the transmission of serious illness, you have the right to cancel this Agreement at any time without any cost by delivering a letter of cancellation to the Accommodation Office or by sending it via email
- 38.4 Your right to cancel this Agreement under this Clause 38 will expire on commencement of the Period of Residence.

### **39 Our right to cancel the Agreement before you take up occupation**

- 39.1 If you owe us money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice, and if we do terminate this Agreement under this clause we will refund any money that you have paid under this Agreement.
- 39.2 If you have failed to pay the advanced payment in accordance with the terms of this Agreement.
- 39.3 If you are made bankrupt.
- 39.4 If an information supplied by you, or on your behalf, in connection with your application for a place on a University course of study, or for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.
- 39.5 In the event that you fail to occupy the Accommodation within 7 days after the period of Residence start date, we reserve the right to retain the advanced rent payment that you have paid under this agreement.

### **40 Our right to terminate the Agreement during your occupation**

- 40.1 The University may terminate this Agreement by serving upon you written notice to quit requiring you to deliver up possession of the Room in any of the following circumstances:-

- 40.1.1 If you are suspended or excluded from the University pursuant to the University's student disciplinary procedure as amended from time to time;
- 40.1.2 If you have withdrawn from, or interrupted, your studies;
- 40.1.3 If in the reasonable opinion of the University the health or behaviour of you constitutes a serious risk to yourself or others or the University's or another person's property, or makes you unfit to be in the Student Residence;
- 40.1.4 If the University considers that your physical or mental health has significantly deteriorated to a level where you're own and/or others ability to live independently is seriously impacted (this will be taken as part of a risk panel with relevant decision making LSBU personnel);
- 40.1.5 If you fail to complete the University enrolment process;
- 40.1.6 If the University reasonably believes that you have ceased to be a bona fide Student of the University;
- 40.1.7 If you have not taken up residence or made arrangements with the University for late arrival (which the University will confirm in writing) within the first 7 days of the Residence Period;
- 40.1.8 If the University reasonably believes that you have stopped living in the Room;
- 40.1.9 If the University reasonably believes that you are in breach of any or all of their obligations in relation to Guests, disturbances and unacceptable behaviour, general health and safety, fire safety and operational regulations contained in your responsibilities of this Agreement, for payment of the Residence Fees or any other payment required by the Agreement which is 14 days or more overdue;
- 40.1.10 if you have failed to pay the Residence Fees in accordance with the terms of this Agreement;
- 40.1.11 if you fail to remedy any breach of obligations contained in this Accommodation Agreement within 3 days of written request from the Residence Customer Service Manager and/or the University.
- 40.1.12 If the University terminates this Agreement in any of the circumstances set out above at Clause 40.1.1 to 40.1.11, the University will give you reasonable notice (taking into account the circumstances) in accordance with Clause 43.1 of this Agreement.

**A breach of the Student's obligations in this Agreement may also result in a breach of the University's Halls of Residence Disciplinary Procedure or the University's Student Disciplinary Procedure and could potentially result in service of a notice to quit and termination of the Student's Accommodation Agreement.**

#### **41 Your rights to terminate the Agreement during your occupation**

- 41.1 You may apply for early termination of this Agreement before the end of the Period of Residence by giving the Accommodation Office not less than four weeks written notice provided that, prior of your intention to vacate:
  - 41.1.1 The Accommodation Office are able to find a replacement student enrolled at the University and not already in accommodation and will occupy the Accommodation immediately after you have left. The suitability of the proposed replacement occupier will be determined by the Accommodation Office Team (acting reasonably) on a case by case basis and has entered into a legally binding agreement with us; and
  - 41.1.2 Have paid, in full on or before the End Date, all of the Residence Fees due under this agreement up to and including the End Date; and



- 41.1.3 Have returned all the keys/fobs/access cards issued.
- 41.2 You may terminate this Agreement if you withdraw from your course of study and you satisfy the following conditions:
- 41.2.1 You give to Accommodation Services Officer not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
- 41.2.2 You enclose with your notice a copy of our official withdrawal/interruption of studies form issued by the relevant faculty office; and
- 41.2.3 You have paid, in full on or before the End Date all of the Residence Fees due under this Agreement up to and including the End Date.
- 41.3 You may also terminate this Agreement if you are under 18 when you accept this Agreement and you satisfy the following conditions:
- 41.3.1 Within the two weeks after your 18th birthday you give to Accommodation Services Officer not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
- 41.3.2 You have paid, in full on or before the End Date all of the Residence Fees due under this Agreement up to and including the End Date.

**For the avoidance of doubt you will remain responsible for the Residence Fees until such time as a replacement student has entered into an accommodation agreement with the University or this Agreement comes to an end, whichever is the earliest.**

## **42 Right to temporarily suspend your right to occupy**

- 42.1 In addition to our right to terminate this Agreement pursuant to Clause 40, we reserve the right to suspend your access to the Accommodation **immediately** in the following circumstances:
- 42.1.1 You commit, or we reasonably suspect that you have committed, a serious breach of your obligations under this Agreement (which includes committing a breach of the Regulations giving rise to suspension from the University);
- 42.1.2 You present, or we reasonably suspect that you present, a serious risk or threat to the health, safety and/or well-being of yourself, other residents, University staff and/or any other person and/or the reputation of the University;
- 42.1.3 You are the subject of any ongoing serious criminal investigations (whether or not you have been arrested); or
- 42.1.4 You cause, or we reasonably suspect that have caused, serious criminal damage to any property belonging to the University, other residents, University staff and/or any other person.
- 42.1.5 Any decision to suspend you (including by way of a precautionary suspension) will be made in accordance with the procedure set out in the Regulations and will be subject to your right to appeal that suspension as detailed in the Regulations.

**For the avoidance of doubt, the terms of your suspensions under the relevant Regulations will determine whether you will be permitted to occupy the Accommodation**

### **43 Notice and effect of termination**

- 43.1 Under the circumstances set out in Clause 40.1 we will give you reasonable notice in writing (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than four weeks but may be as little as 12 hours in the case (immediate if significant risk/threat to life) of a serious or persistent breach of the Agreement or in circumstances where, by reason of your conduct, we reasonably consider that it is necessary to terminate the Agreement in order to protect the welfare of other students, staff, occupiers of the University accommodation or any other person or for health and safety reasons or to prevent serious damage to the Room or Halls of Residence or other property.
- 43.2 The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.
- 43.3 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will apply to the Court for an Order to have you removed from the Accommodation. We will ask the Court to make an Order requiring you to pay our costs incurred in taking such action.
- 43.4 If the Agreement is terminated in the circumstances set out in Clause 40 and you move out of the Accommodation by the termination date:
- 43.4.1 You will still be obliged to pay, to the extent you have not already paid, that part of the Residence Fees that was due to be paid before the Agreement was terminated, even if that sum covers a period which extends beyond the termination date (where you are paying by instalments this would include all instalments where the date on which the instalment was due to be paid was before the date the Agreement was terminated).
- 43.4.2 If we are able to re-let the Accommodation, we will refund any part of your Residence Fees you have paid in advance which corresponds to the period in which the Accommodation is re-let, subject to a deduction of any reasonable costs incurred by the University arising as a consequence of our decision to terminate the Agreement and/or as a result of the reasons for which the termination relates.

### **44 Complaints and appeals**

- 44.1 If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision in accordance with the Halls complaints procedure which can be reviewed at <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.