

## LEEDS BECKETT UNIVERSITY– STANDARD TERMS AND CONDITIONS OF RESIDENCE – UPP TOWN HOUSES

If accepted, the University's offer of accommodation (1), these terms and conditions (2), the Resident's Handbook (3) and the terms and conditions of the Block Halls Insurance policy <http://www.leedsbeckett.ac.uk/-/media/files/accommodation/documents-and-forms/UPPEndsleighinsurance17.pdf> (4) will create legally binding obligations between the University and the Student. The Student should read all 4 documents and make sure s/he understands and agrees to them before making a commitment. It is the Student's responsibility to make sure they have read all 4 documents before accepting an offer of accommodation, so if s/he needs help with this, the Student should contact the University (0044 (0)113 812 5972). The agreement between the University and the Student is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before making a commitment if you feel you need it. **Do not accept an offer of accommodation until you have read all 4 documents listed above.** The Residence's Welcome Pack which is given to students by the Managing Agent on arrival does not form part of the Student's contract with the University.

When the Student accepts an offer of accommodation from the University, a tenancy agreement is created, with the University as the Landlord and the Student as the Tenant. The Student accepts an offer of accommodation when they click "I ACCEPT" on the University's on-line booking system or when the University receives the Student's duly signed contract if using the paper-based system, or (if sooner) the Student moves into the Accommodation

The tenancy agreement is a legally binding contract.

Details of the company responsible for the day-to-day management of the Residence ("the Managing Agent") are given below. The Managing Agent is acting on the University's behalf, but it is the University, not the Managing Agent, which is the Landlord. The University and the Managing Agent have agreed to comply with the ANUK/Unipol Code of Standards for Larger Developments for Student Accommodation Managed and Controlled by Educational Establishments. The code can be viewed and downloaded from [www.anuk.org.uk](http://www.anuk.org.uk).

In this agreement the following words and expressions shall have the meanings given below:

Student	The student named in the University's offer of Accommodation, whose home address shall be as stated in the Student's application
University	Leeds Beckett University whose address for all purposes relating to this agreement (including service of proceedings and making complaints) is: Student Accommodation Service, Room G21 Queen Square House, Leeds Beckett University, City Campus, Leeds, LS2 8NU Telephone: 0044 (0)113 812 5972 or 0044 (0)113 812 0000
Accommodation	Accommodation at the Residence as described in the University's offer of Accommodation
Accommodation Contents	The fixtures, fittings and equipment in the Accommodation listed on the inventory provided to the Student
Contents	The Accommodation Contents, the House Contents and the Residence Contents or any of them
Common Parts	Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation

Deposit	The amount of deposit specified in the University's offer of accommodation
House	The house in which the Accommodation is situated
House Contents	The fixtures, fittings and equipment in the House, which are for students' use but which are not allocated to any one student's room
Managing Agent	UPP Leeds Student Accommodation Limited, whose address is Kirkstall Brewery Residences, Broad Lane, Leeds LS5 3RX
Payment Date(s)	The date(s) specified in the University's offer of accommodation as the date(s) when the Rent or instalments of Rent (as set out in the University's offer of accommodation) must be paid
Period of Residence	The Period of Residence specified in the University's offer of accommodation
Rent	The amount specified in the University's offer of accommodation payable in advance on or before the Payment Date(s). This sum includes the price of the Services.
Residence	The Residence named in the University's offer of Accommodation. The word "Residence" in this agreement includes the accommodation
Residence Contents	The fixtures, fittings and equipment at the Residence which are for students' use but Contents which are not allocated to any one flat
Rights	(a) to occupy the Accommodation during the Period of Residence (b) to use the Contents (c) to use the Common Parts (d) to use the Services
Services	(a) insurance and repair of the Residence (b) lighting and cleaning those Common Parts which do not form part of a flat (c) hot and cold running water, heating and electricity, and drainage for the Accommodation (d) disposal of rubbish deposited by students in proper receptacles in the Residence's bin store (e) insurance of the Student's personal possessions under a block policy (conditions apply) (f) internet use (local restrictions may apply to the Residence, see information pack on arrival) (g) delivery of post to the Flat (large and registered items will usually need to be collected) or to a post-box allocated to the Student

In this agreement "University" includes all buildings belonging to the University and not just the main University building whose address is given on the first page of this agreement.

When the Student accepts an offer of accommodation, the University grants the Rights to the Student for the Period of Residence on these standard terms and conditions and on the terms and conditions set out in the University's offer of accommodation, in the Resident's Handbook and in the Block Halls Insurance policy

<http://www.leedsbeckett.ac.uk/-/media/files/accommodation/documents-and-forms/UPPEndsleighinsurance17.pdf> . The Student agrees to comply with his/her obligations in these documents.

The agreement is conditional on the Student paying the Deposit and procuring a guarantor of sufficient financial standing to pay the Rent and other sums due under this agreement or paying the Rent in full by the start of residence. The University may waive these conditions at its discretion.

## **1.0 Student's Obligations**

### **1.1 UK students only:** Either

(a) on or before the first Payment Date to pay the Rent in full for the entire Period of Residence by bank transfer, online payment, cheque drawn in pounds sterling on a UK bank account or credit/debit card; or

(b) to pay the instalments of Rent to the University by direct debit on the Payment Dates, in which case the Student must supply his/her bank details to the University not more than 10 days before the first Payment Date

### **1.2 Non-UK students only:** Either

(a) on or before the first Payment Date to pay the Rent in full for the entire Period of Residence by bank transfer, online payment, cheque drawn in pounds sterling on a UK bank account or credit/debit card; or

(b) on or before the first Payment Date to pay the first instalment of Rent to the University by cheque or credit/debit card and to pay the second and third instalments of Rent either by post-dated cheques drawn in pounds sterling on a UK bank or by credit card authorisations in pounds sterling.

NOTE: The University does not discriminate on racial grounds. The difference in payment methods is because of the additional cost involved in recovering debts from students outside the UK.

- 1.3 To pay the Council Tax for the Accommodation if at any time during the Period of Residence the Student is not exempt and to reimburse the University for any Council Tax it has to pay for the Residence as a result of the Student failing to maintain his/her exemption
- 1.4 To check the Accommodation, Contents and the Common Parts within the House and report any discrepancy to the Managing Agent within 48 hours of taking occupation. If the Student does not report any damage, or missing items at the start of occupancy, the Student may not be able to rely on the inventory at a later date to prove that the damage was not the Student's fault.
- 1.5 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the House Contents, the Residence Contents and the Common Parts in a clean and tidy condition and not to damage them. Cleaning the Accommodation is the Student's responsibility. Cleaning the Common Parts within the House is the joint responsibility of the students using them. Cleaning the Common Parts outside the House is a Service provided by the University. The University may give the Student and/or (as appropriate) other students in the House written warning if in its reasonable opinion the Accommodation or the Common Parts of the House are not being kept to a reasonably acceptable standard. If there is no improvement on the date of the follow-up visit specified in the notice, the University shall be entitled to hire cleaners to do the work and recover the cost of doing so (or a fair proportion of it) from the Student.
- 1.6 At the end of the Period of Residence to vacate the Accommodation (leaving the Accommodation and the House clean and tidy, clear of all rubbish and personal belongings, and generally in a condition reasonably acceptable to the Managing Agent) and to return to the Managing Agent all keys/passes/fobs/access cards for the Accommodation.

- 1.7 To allow the University and/or the Managing Agent and others reasonably authorised by them, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance, cleaning or repair. No notice will be given in an emergency, or where the need for repair (or any other matter affecting health and safety or the suitability of the Accommodation for habitation) was reported by the Student. In other cases the University will aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.
- 1.8 To comply with all applicable legislation and to avoid the Student's actions or negligence having an adverse effect on the University, the Managing Agent or on the owners or occupiers of nearby property.
- 1.9 To comply with the University's policies, rules and regulations which the University makes available in the Student Welcome Pack prior to registration as a student, and on its website: [www.leedsbeckett.ac.uk](http://www.leedsbeckett.ac.uk) . To comply with the reasonable requests of University accommodation staff and staff of the Managing Agent. Without in any way limiting the Student's obligation to comply with all the University's policies, the Student must at all times comply with the University's no smoking policy (<http://www.leedsbeckett.ac.uk/public-information/student-regulations/> ) in all parts of the Residence (including the Accommodation itself and outdoors within 5m of the Residence building) and must ensure that the Student's visitors do not smoke while at the Residence.
- 1.10 To report to the Managing Agent immediately any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to the Managing Agent immediately any suspicious circumstances likely to affect the security of any part of the Residence. Where the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to the Residence reception as soon as reasonably practicable (and in any event within 24 hours). To report to the Managing Agent as directed in the Resident's Handbook any damage or want of repair at the Residence or any failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 1.11 To pay to the University all costs properly and reasonably incurred by the University and/or by the Managing Agent in enforcing the Student's obligations in this agreement or arising from a breach of them (including a combined administration and interest charge of £25 for (i) change to bank instructions or details without giving notice to the University's Financial Services Department at least 15 working days before the relevant Payment Date, or (ii) return of direct debit, credit card or cheque transaction or (iii) each demand for payment or reminder letter which the University or the Managing Agent properly and reasonably sends to the Student). Such costs include (but are not limited to) legal fees, court fees and other professional costs.
- 1.12 Where damage or loss occurs at the Residence and (despite all reasonable efforts) it is not possible for the University or the Managing Agent (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. The Student shall not be required to contribute to loss or damage which in the University's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this agreement relating to University security.
- 1.13 Promptly to send to the University or to the Managing Agent a copy of any communication the Student receives which is likely to affect the Residence or the Accommodation, such as a notice from the local authority, or the owner of neighbouring property.
- 1.14 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Residence.

- 1.15 Not to remove or cause damage to any Contents.
- 1.16 Not to alter, add to or do anything which may cause damage to the electrical installation or any equipment in the Residence or which may be a fire risk or in any other way put the health and safety or security of others or the University's or other people's property or the Block Halls Insurance Policy (<http://www.leedsbeckett.ac.uk/-/media/files/accommodation/documents-and-forms/UPPEndsleighinsurance17.pdf> ) at risk. The Student must within 3 days of request either provide a safety certificate for, or remove from the Residence, any item which in the University's or the Managing Agent's reasonable opinion, is unsafe otherwise the Managing Agent may remove it without further notice to the Student, charge its proper and reasonable storage costs to the Student, and return it to the Student at the end of the Period of Residence. Weapons, even if licensed and replica weapons will always be treated as being unsafe in a student residence environment. **Causing or increasing fire, health and safety or security risks will be treated by the University as a serious breach of this agreement, which could give rise to its early termination under clause 4.**
- 1.17 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains of the House.
- 1.18 Not at any time to leave the Accommodation unoccupied without locking the door and window. Not to leave the Flat or Residence main entrance open or to allow anyone to enter who is not a resident, or a representative of the University or the Managing Agent carrying identification, or who is not accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to the Managing Agent.
- 1.19 Not to bring additional furniture (including items such as fridges and cookers) into the Residence. Toasters and sandwich makers are permitted, but must only be used in designated kitchens. Students who need to keep medication refrigerated may apply to the University for permission to keep a fridge in their Accommodation, and permission will not be unreasonably withheld.
- 1.20 Not to use the Accommodation for any purpose other than as a study bedroom. Not to use other parts of the Residence for any purpose other than for their designated use.
- 1.21 Not to share the Accommodation or assign or sub-let it or any part of it or transfer occupancy to any person. Not to have any paying visitors in the Residence or Accommodation. Occasional overnight visitors are allowed on the conditions set out in the Resident's Handbook. **Unauthorised occupation of the Accommodation will be treated by the University as a serious breach of this agreement, which could give rise to its early termination under clause 4.**
- 1.22 To ensure that all the Student's visitors are booked in and out at reception.
- 1.23 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others. **Noise nuisance between the hours of 11.00 pm and 7.00 am on Sunday to Thursday nights and between midnight and 8.00 am on Friday and Saturday nights will be treated as a serious breach of these terms and conditions and may lead to early termination of this agreement under clause 4.** At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring property.

- 1.24 Not to add to or change the telephone services to the Accommodation and not to add to or change the information technology services installation or supply in the Accommodation.
- 1.25 Not to bring into the Residence any animal unless it is a specially trained aid for a person with a sensory impairment. The Student is requested to notify the University in advance if an assistance animal is needed at the Residence, because adjustments may need to be made to accommodate it (e.g. away from students who may be allergic to it).  
Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal under their care or control causes.
- 1.26 Not to keep any vehicle or vehicle parts in any part of the Residence other than (i) bicycles in the designated cycle bays (available on a first come-first served basis); or (ii) mobility assistance vehicles in the parking spaces designated for them. Not to ride or drive any vehicle in the Residence unless it is a mobility assistance vehicle suitable for such use. Users of mobility assistance vehicles are requested to contact the University in advance as the University may need to make reasonable adjustments to accommodate the vehicle (without imposing any obligation on the University if the vehicle cannot reasonably be accommodated). Details of car parking arrangements (if any) are given in the Resident's Handbook or available at the Residence's reception.
- 1.27 Not to cause any obstruction of the Common Parts. **Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of this agreement under clause 4.**
- 1.28 The Student undertakes to the Guarantor to re-pay the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the University and which are not reimbursed.
- 1.29 Not to possess, use, store, produce or supply in or from the Accommodation any controlled drug as defined by the Mis-use of Drugs Act 1971 or psychoactive substance as defined by the Psychoactive Substances Act 2016 (or any legislation replacing or amending those Acts) or allow any of the Student's invited visitors to do so.
- 1.30 Before the end of the Period of Residence or before moving out of the Accommodation, to provide the University with a forwarding address and details of a bank account for return by the University of any unused proportion of the Deposit.

## 2.0 University's Obligations

- 2.1 The University may fulfil its obligations by delegating them to the Managing Agent.
- 2.2 To provide the Services, subject to the terms in the Resident's Handbook
- 2.3 To provide the items in the inventory at the start of the Period of Residence and to repair or replace any damage (or missing item) which was not caused by the Student or their visitor(s) (but damage, or missing items, at the start of the Period of Residence must be reported to the Managing Agent within 48 hours of the Student being given occupancy of the Accommodation).
- 2.4 The University will aim to give the Student at least 7 days' notice prior to entering the Accommodation during term-time for planned maintenance work. No notice will be given in the case of an emergency, for disrepair reported by the Student, for matters relating to health and safety or any other matter affecting the suitability of the Accommodation for habitation. For other purposes, and for planned maintenance outside term-time, the University will aim to give the Student at least 24 hours notice.

- 2.5 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods and to use reasonable endeavours to ensure that the Managing Agent does not do so.
- 2.6 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this agreement or where there is serious risk of harm to the Student, to others, or to the University's or another person's property and to use reasonable endeavours to ensure that the Managing Agent does not do so.
- 2.7 Before the end of the first week of the Period of Residence to provide, or to use reasonable endeavours to ensure that the Managing Agent provides, the Student with information and advice on:
- (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
  - (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Residence and why cooking in bedrooms is a safety risk and in breach of this agreement; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for mis-use of fire precautions equipment;
  - (c) how to get access to the Accommodation in the event of the Student losing their keys;
  - (d) cleaning schedules and students' responsibilities for cleaning;
  - (e) the respective roles and responsibilities of the University and its resident students;
  - (f) health, welfare, and guidance on communal living;
  - (g) where to get advice on financial difficulties;
  - (h) where to get counselling;
  - (i) how to register with a local health service;
  - (j) the management structure for the Residence and contact details of the Managing Agent, and main Residence officers, with out-of-hours emergency contact details;
  - (k) any special arrangements made to help with any disability the Student may have disclosed to the University
- Much of this information and advice can be found in the Resident's Handbook and in the Welcome Pack of information provided in the Accommodation by the Managing Agent at the start of the Period of Residence.
- 2.8 To instruct the Managing Agent to give a receipt for any of the Student's property which is confiscated under the terms of this agreement.
- 2.9 To instruct the Managing Agent to ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carry, and allow the Student to inspect appropriate identification documents.
- 2.10 To maintain any kitchen facilities in the Common Parts serving the Accommodation in good order and repair, and keep any equipment there in proper working order (as long as the University had notice of the problem, or ought reasonably to have been aware of it).
- 2.11 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.
- 2.12 Subject to clause 3.11, and after the Student has provided to the University details of their bank account, to promptly return the Deposit (or any unused proportion of it) to the Student at the end of the tenancy. Deposits paid by third parties will be repaid to the Student, and the Student must ensure that the Deposit is repaid to the third party.

### **3.0 Other conditions**

- 3.1 The Student is responsible for the conduct of their invited visitor(s) at all times in any part of the Residence.
- 3.2 The Student hereby authorises the University and the Managing Agent to use his/her personal data for all lawful purposes in connection with this agreement (including debt recovery, crime prevention and detection, measuring satisfaction, allocating rooms and ensuring an appropriate student mix in the Residence, the Block Halls Insurance Policy, enabling the Managing Agent to carry out its duties, or where there is a serious risk of harm to the Student or to others or to the University's or others' property) and all matters arising from the Student's membership of the University.
- 3.3 The University's and the Managing Agent's liability for loss or damage to person or property are excluded unless the loss or damage is caused by the University's or the Managing Agent's negligence or breach of its obligations in this agreement, in which case liability rests with the organisation which is at fault. Personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to a maximum value of £5,000 in total) are insured under the Block Halls Insurance Policy, that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this, and the terms of the policy are available on <http://www.leedsbeckett.ac.uk/-/media/files/accommodation/documents-and-forms/UPPEndsleighinsurance17.pdf>
- 3.4 Neither the Managing Agent nor the University is liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the University has an overriding statutory obligation to effect repairs to make the Residence safe but it shall not prevent the University from passing the cost of repair to the Student if the student is at fault.
- 3.5 The University or the Managing Agent may temporarily or permanently suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them, but will not withdraw essential services (e.g. electricity and water supply).
- 3.6 This agreement does not affect the disciplinary powers of the University. A breach of the Student's obligations in this agreement may also be treated as a breach of the University's Regulations on Student Conduct and Discipline (see <http://www.leedsbeckett.ac.uk/public-information/student-regulations/> which are binding on all students from the point of registration.
- 3.7 The University and/or the Managing Agent are/is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but will, if the Student requests and if the item is not perishable or hazardous, store it and return it to the Student on the termination of this agreement. The University and/or the Managing Agent are/is entitled to remove any item left in the Residence by the Student at the end of the Period of Residence. Unless an item is obviously of value, the University and/or the Managing Agent will presume that the Student intended the University/Managing Agent to dispose of it. The University will be entitled to charge the Student the proper and reasonable costs of disposal. If an item is obviously of value, the University will use reasonable endeavours to contact the Student to arrange for their item to be collected or delivered at the Student's expense. If the Student has not collected the item, or arranged and paid for its delivery within 2 weeks of the end of the Period of Residence, the University may dispose of the item as it sees fit without liability to the Student.
- 3.8 This agreement is for a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988. If the Student is under the age of 18 years when they enter into this agreement, it will operate as an agreement which permits the Student to occupy the Accommodation as a licensee until their 18<sup>th</sup> birthday. On the Student's 18<sup>th</sup>



birthday, this agreement will automatically become a student tenancy. The University may impose additional conditions on students under the age of 18 (see clause 3.13).

- 3.9 Notices under this agreement must be in writing (which includes email) unless the Student has a disability which prevents them from giving written notice. The University's and the Managing Agent's addresses for service are given on the first page of this agreement. Any notice required to be given by the University or the Managing Agent to the Student may be served by delivering it to the Accommodation (unless the University or the Managing Agent (as applicable) is aware that the Student has ceased to occupy the Accommodation) or by first class post or email to the Student's last-known address.
- 3.10 This agreement is not intended to confer any benefit to anyone who is not party to it, except as regards clause 1.28, which confers a benefit on the Student's guarantor.
- 3.11 The University may use the Deposit to offset any sums which the Student owes to the University under this agreement, including arrears, administration charges, and charges for damage.  
NOTE: This agreement is not for an assured shorthold tenancy and the University is not required to place the Deposit in a tenancy deposit protection scheme.
- 3.12 These standard terms and conditions and the policies referred to in them, the University's offer of Accommodation to the Student, the Resident's Handbook and the terms and conditions of the Block Halls Insurance Policy (<http://www.leedsbeckett.ac.uk/-/media/files/accommodation/documents-and-forms/UPPEndsleighinsurance17.pdf> ) constitute the agreement between the University and the Student and contain all the terms agreed to by the University and the Student regarding the Accommodation at the time this agreement comes into effect. Any variation to the agreement will only be effective if agreed between the Student and the University's Student Accommodation Service Manager. The Managing Agent is not authorised to make any variations to this agreement. The University will confirm any agreed variation to the Student in writing at the time the variation is made.
- 3.13 If the Student will not have reached his/her 18<sup>th</sup> birthday at the start of the Period of Residence: s/he will not be entitled to apply for accommodation on-line but, once s/he has applied through the Student Accommodation Service s/he will be permitted to view on-line all applicable information and contract terms, as well as print a copy.
- 3.14 If for any reason beyond the University's control the Accommodation is not ready for occupation at the start of the Period of Residence (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it) or if it is needed for a student with a disability the University will offer the Student alternative accommodation and the Student will accept it (provided it is comparable or better). Where the alternative accommodation is in the same Residence as the Accommodation, and of the same or better type, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University agreed to provide. Where the alternative accommodation is not in the same Residence as the Accommodation, or is not in a building within 2km of the Accommodation, the Student shall be entitled to terminate this agreement if the Accommodation is still not ready for occupation after the first 4 weeks of the Period of Residence, as an alternative to accepting the substituted accommodation. If the alternative accommodation would normally be let at a lower rent than the Accommodation, the Student need only pay the lower rent during the period s/he occupies the substituted room.
- 3.15 The Student hereby declares that their annual income in the years during the Period of Residence does not and will not exceed £15,000 per annum and the Student

hereby acknowledges that the University has granted this tenancy in reliance on this declaration.

#### 4.0 Termination of this Agreement and Room Transfers

- 4.1 Unless the Student has made arrangements for late arrival with the University's Student Accommodation Service this agreement will automatically terminate if the Student has not moved in within the first 7 days of the Period of Residence but the Student will be liable for the Rent for those first 7 days. The maximum period which the University will hold the Accommodation open for a late arrival by arrangement is 14 days (but it may agree to hold it for longer if the first instalment of Rent has been paid).
- 4.2 The University may terminate this agreement at any time by serving notice on the Student if:
- (a) The first instalment of Rent is not paid in full by 6 October 2017 or
  - (b) The second instalment of Rent is not paid in full by 12 January 2018; or
  - (c) The third instalment of Rent is not paid in full by 13 April 2018; or
  - (d) Any other payment this agreement requires the Student to pay is overdue by 14 days or more; or
  - (e) The Student is in serious or persistent breach of any of the Student's obligations; or
  - (f) The Student does not have status as a registered student of the University; or
  - (g) In the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or another person's property or makes them unfit to be in Residence
  - (h) The Student's annual income in any year during the Period of Residence exceeds £15,000 (but in this case the University may in its reasonable discretion offer the Student alternative accommodation in a residence where no restriction on income applies)
- 4.3 The University has entered into this agreement on the basis that the Student has made a legally binding agreement to pay the Rent for the full Period of Residence. If the Student wishes to leave the Accommodation before the end of the Period of Residence, s/he will still have to pay Rent up to the end of the Period of Residence, unless the Accommodation is let to someone else for the remainder. If the Student wishes to terminate this agreement before the end of the Period of Residence, they must comply with **all** of the following conditions and the Student will remain liable for the Rent until all of the following conditions have been satisfied or, if earlier, until the end of the Period of Residence:
- (a) The Student must give notice to the University's Student Accommodation Service Manager that s/he wishes to leave (for service of notice see clause 3.9); **and**
  - (b) The Student must pay for, or put right, to the University's reasonable satisfaction any breach of the Student's obligations in this agreement; **and**
  - (c) There must be a replacement student who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University. The University will assist the Student in finding a replacement student (for example by suggesting methods of advertising the Accommodation and by responding to enquiries about the Accommodation) but will not be responsible for finding a replacement student; **and**
  - (d) The replacement student must enter into a tenancy agreement for the Accommodation with the University for the remainder of the Residence Period; **and**
  - (e) The Student must pay the University a fee of £75 towards the costs of administration and cleaning the Accommodation
- 4.4 If this agreement is terminated early by either the University or the Student the University will refund a fair proportion of pre-paid Rent and the Deposit (after making any proper deductions to cover its losses and charges properly payable under this

agreement) as soon as possible after the termination becomes effective, PROVIDED THAT pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University.

- 4.5 The conditions which apply to the Student being released early from this agreement, as set out in (b) to (e) in clause 4.3, and the University's "No Refunds" policy in clause 4.4, shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the University's obligations in this agreement, or because they are prevented from continuing their studies because of a disability.
- 4.6 The University will make vacated rooms available to other students for room transfers, but transfers will not be treated as replacements for the purposes of releasing a student who leaves early. Refunds of Rent will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.
- 4.7 The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
  - (a) apply to the University's Student Accommodation Services for a transfer;
  - (b) if a transfer is granted, enter into a new agreement for the new accommodation; and
  - (c) pay to the University a £75 administration fee;
  - (d) have complied with their obligations in this agreement in all important respects.
- 4.8
  - (a) The University reserves the right to relocate the Student to comparable alternative accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this agreement or the reason for the transfer is because the Student's income is above the annual threshold the Student will have the right to terminate this agreement (without having to comply with the conditions in clause 4.3, and without compensation) as an alternative to relocating;
  - (b) Where the University relocates the Student because the Student is in breach of one or more of their obligations in this agreement or where the relocation is made at the Student's request the Student shall pay the University an administration and cleaning fee of £75.
- 4.9 The University's or the Managing Agent's acceptance of the keys at any time shall not in itself be effective to terminate this agreement while any part of the Period of Residence remains unexpired

END OF TERMS AND CONDITIONS