

**LEEDS BECKETT UNIVERSITY**  
**STANDARD TERMS AND CONDITIONS OF RESIDENCE**

The Accommodation Agreement is between Leeds Beckett University and you, the Student, and is made up of the following:

- (1) the University's offer of accommodation;
  - (2) these terms and conditions;
  - (3) the Resident's Handbook; and
  - (4) and the terms and conditions of the Block Halls Insurance policy available at <https://www.leedsbeckett.ac.uk/student-experience/accommodation/your-contract-explained/documents-and-policies/>
- Accepting the offer of accommodation will create **legally binding obligations** between the University and the Student. By accepting the offer of accommodation, you are agreeing to the terms of the Accommodation Agreement. The Student accepts an offer of accommodation when they either:
    - 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) when the Student moves into the Accommodation.
  - The Student should therefore 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. **Do not accept an offer of accommodation until you have read all 4 documents.**
  - Due to the ongoing Covid-19 pandemic, it is possible that you will need to practice 'social distancing' during the Residence Period and the University has added additional terms to these terms and conditions as an addendum.
  - If the Student needs help with the agreement, the Student should contact the University on (0044 (0)113 812 5972) or take independent advice.
  - The agreement is conditional on the student paying the Deposit and either 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 the Period of Residence.
  - 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.
  - The Residence's Welcome Pack, which is given to students by the Managing Agent on arrival, does not form part of the Student's agreement with the University.
  - 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 under the agreement.

- 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)

## **Definitions**

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

<b>Student</b>	The student named in the University's offer of Accommodation, whose home address shall be as stated in the Student's application
<b>University</b>	Leeds Beckett University whose address for all purposes relating to this agreement (including service of proceedings and making complaints) is Student Accommodation Service, Bronte Hall, Leeds Beckett University, Headingley Campus, Leeds, LS6 3QS or <a href="mailto:accommodation@leedsbeckett.ac.uk">accommodation@leedsbeckett.ac.uk</a> . Telephone: 0044 (0)113 812 5972 or 0044 (0)113 812 0000
<b>Accommodation</b>	A room of the type selected by the Student using the University's on-line booking system, or the room allocated to the Student by the University
<b>Accommodation Contents</b>	The fixtures, fittings and equipment in the Accommodation listed on the inventory provided to the Student
<b>Accommodation Summary</b>	The accommodation summary page which can be found at the beginning of this agreement
<b>Block Halls Insurance Policy</b>	The block halls insurance policy a copy of which is available at <a href="https://www.leedsbeckett.ac.uk/student-experience/accommodation/your-contract-explained/documents-and-policies/">https://www.leedsbeckett.ac.uk/student-experience/accommodation/your-contract-explained/documents-and-policies/</a>
<b>Contents</b>	The Accommodation Contents, the Flat Contents and the Residence Contents or any of them
<b>Common Parts</b>	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
<b>COVID-19</b>	The official designation of the disease which can be caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)

<b>Deposit</b>	The amount specified as a deposit in the University's offer of accommodation
<b>Flat</b>	The flat in which the Accommodation is situated
<b>Flat Contents</b>	The fixtures, fittings and equipment in the Flat, which are for students' use but which are not allocated to any one student's room
<b>Managing Agent</b>	The managing agent specified in the Accommodation Summary or such other organisation as may from time to time be appointed to manage the residence
<b>Offer of Accommodation</b>	The offer of accommodation made by the University to the Student
<b>Payment Date(s)</b>	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
<b>Period of Residence</b>	The Period of Residence specified in the University's offer of accommodation
<b>Rent</b>	The amount of the licence fee 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. The fee is payable at the same daily rate throughout the Period of Residence, but Payment Dates are unevenly distributed in order to coincide with the academic calendar
<b>Residence</b>	The hall of residence or student accommodation complex within which the Accommodation and/or Flat is sited. The word "Residence" in this agreement includes the Flat and the Accommodation
<b>Residence Contents</b>	The fixtures, fittings and equipment at the Residence which are for students' use but which are not allocated to any one flat
<b>Resident's Handbook</b>	means the Residents Handbook available at <a href="https://www.leedsbeckett.ac.uk/student-experience/accommodation/your-contract-explained/documents-and-policies/">https://www.leedsbeckett.ac.uk/student-experience/accommodation/your-contract-explained/documents-and-policies/</a>
<b>Rights</b>	(a) to use the Contents; and (b) to use the Common Parts
<b>Services</b>	(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

University's Regulations on Student Conduct and Discipline

The University's Regulations on Student Conduct and Discipline see <https://www.leedsbeckett.ac.uk/public-information/student-regulations/> which are binding on all students from the point of registration).

1.2 In this agreement "University" includes not only the legal entity of Leeds Beckett University but also all buildings belonging to the University and not just the main University building whose address is given on the first page of this agreement.

1.3 This agreement incorporates the terms and conditions set out in:

1.3.1 the Offer of Accommodation,

1.3.2 the Resident's Handbook, and

1.3.3 the Block Halls Insurance Policy

and the Student agrees to comply with his/her obligations in these documents.

## **Occupancy**

2.1 Subject to the Student remaining an enrolled student of the University paying the Rent and complying with the terms of this agreement the University grants the Student the right to occupy the Accommodation for the Period of Residence as a private study bedroom for the Student only and to exercise the Rights.

- 2.2 The Student shall occupy the Accommodation as a licensee only and no relationship of landlord and tenant is created between the University and the Student by this agreement.
- 2.3 This agreement refers to "Rent" for simplicity and doing so does not affect the nature of this agreement. The fee payable is a licence fee because this agreement creates a licence only.
- 2.4 The University retains control, possession and management of the Accommodation and the Student has no right to exclude the University from the Accommodation.
- 2.5 This agreement does not grant to the Student the right to occupy a specific flat or Accommodation. The University reserves the right to transfer a Student's occupation to different Accommodation on reasonable written notice and the Student shall comply with such requirement. For the avoidance of doubt, this includes (but is not limited to) the right for the University to transfer the Student's occupation to a different Residence if required.
- 2.6 While the University will use reasonable endeavours to respect the Student's right to privacy the Student shall not interfere with the University's management of the Residence and accordingly the University reserves the right:
  - 2.6.1 for authorised personnel to enter the Accommodation on reasonable notice to inspect its condition, to carry out such repair works as the University thinks necessary and to serve a notice to vacate the Accommodation in accordance with clause 6.2 and for other appropriate purposes which in the reasonable opinion of the University require entry to the Accommodation, including but not limited to, discharging its duty of care in relation to health and safety or welfare of its students.
  - 2.6.2 to prohibit visitors or escort or remove visitors from the Accommodation at any time if necessary in the interest of security and/or the health and safety of other residents and for such other purposes as the University reasonably decides requires the prohibition of visitors.

### **Student's Obligations**

The Student agrees and undertakes:

- 3.1 In the case of UK students only either
  - 3.1.1 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
  - 3.1.2 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 less than 10 days before the first Payment Date.
- 3.2 in the case of non-UK students only either
  - 3.2.1 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

- 3.2.2 on or before the first Payment Date to pay the first instalment of Rent to the University by the payment methods stated under the “fee payment” section of the University’s on-line booking system

**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.**

- 3.3 To pay Council Tax for the Accommodation if at any time during the Period of Residence the Student is not exempt from paying Council Tax 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.
- 3.4 To check the Accommodation, Contents and the Common Parts within the Flat 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 is deemed to have accepted the Accommodation and may not be able to rely on the inventory at a later date to prove that the damage was not the Student’s fault.
- 3.5 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the Flat Contents, the Residence Contents and the Common Parts in a clean and tidy condition and not to damage them. The University may give the Student and/or (as appropriate) other students in the Flat written warning if in its reasonable opinion the Accommodation or the Common Parts of the Residence are not being kept to a reasonably acceptable standard and requiring them to be put in the appropriate standard. If there is no improvement on the date of the follow-up visit specified in the notice, the Student shall pay a fair proportion to be determined by the University (according to the number of people entitled to share) of:
- 3.5.1 the reasonable charges properly incurred by the University to bring the Accommodation, the Accommodation Contents, the Flat Contents, the Residence Contents and/or the Common Parts to the same condition and level of cleanliness as they were in at the start of the Period of Residence; and
- 3.5.2 the reasonable cost of replacing anything beyond cleaning or repair due to misuse or neglect by the Student or other students sharing the Flat.

**NOTE: Cleaning the Accommodation is the Student’s responsibility. Cleaning the Common Parts within the Flat is the joint responsibility of the students using them. Cleaning the Common Parts outside the Flat is a Service provided by the University.**

- 3.6 At the end of the Period of Residence or earlier termination of this agreement to vacate the Accommodation (leaving the Accommodation and the Flat 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.
- 3.7 To allow the University and/or the Managing Agent and others reasonably authorised by them, at reasonable times and after receiving 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

48 hours' prior notice for planned maintenance work and 24 hours' prior notice for other purposes.

- 3.8 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.
- 3.9 To comply with:
  - 3.9.1 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)
  - 3.9.2 the reasonable requests of University accommodation staff and staff of the Managing Agent.
  - 3.9.3 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 <https://www.leedsbeckett.ac.uk/public-information/student-regulations/> in all parts of the Residence (including the Accommodation itself and outdoors within 5 metres of the Residence building) and must ensure that the Student's visitors do not smoke while at the Residence.
- 3.10 To report to the Managing Agent:
  - 3.10.1 immediately any fire or accident resulting in injury or damage to any part of the Residence or to the Contents;
  - 3.10.2 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); and
  - 3.10.3 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.
- 3.11 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 PROVIDED THAT 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.
- 3.12 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.
- 3.13 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Residence.
- 3.14 Not to remove or cause damage to any Contents.



- 3.15 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 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 or earlier termination of this agreement. Weapons, even if licensed and replica weapons will always be treated as being unsafe in a student residence environment.

**NOTE: 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 6.**

- 3.16 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains of the Residence.
- 3.17 Not at any time to:
- 3.17.1 leave the Accommodation unoccupied without locking the door and window;
  - 3.17.2 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.

**NOTE: 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.**

- 3.18 Not to bring additional furniture or appliances (including items such as fridges and cookers) into the Residence PROVIDED THAT toasters and sandwich makers are permitted, but must only be used in designated kitchens PROVIDED FURTHER THAT Students who need to keep medication refrigerated may with the University's permission (such permission not to be unreasonably withheld) keep a fridge in their Accommodation.
- 3.19 Not to use the Accommodation for any purpose other than as a study bedroom and not to use other parts of the Residence for any purpose other than for their designated use.
- 3.20 Not to:
- 3.20.1** share the Accommodation or allow any other person to occupy the Accommodation;
  - 3.20.2** without prejudice to this agreement being a licence which is personal to the University and the Student, not to assign or sub-let it or any part of it or transfer occupancy to any person; or

- 3.20.3** have any paying visitors in the Residence or Accommodation provided that occasional overnight visitors are allowed on the conditions set out in the Resident's Handbook.

**NOTE: 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 6.**

- 3.21 To ensure that all the Student's visitors are booked in and out at reception.
- 3.22 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others. 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.

**NOTE: 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 6.**

- 3.23 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.
- 3.24 Not to bring into the Residence any animal unless it is a specially trained aid for a person with a sensory impairment which the Student has notified the University about in advance. 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.

**NOTE: Students are 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. keeping away from students who may be allergic to it).**

- 3.25 Not to keep any vehicle or vehicle parts in any part of the Residence other than:
- 3.25.1 bicycles in the designated cycle bays (available on a first come-first served basis);
  - 3.25.2 mobility assistance vehicles in the parking spaces designated for them.
- 3.26 Not to ride or drive any vehicle in the Residence unless it is a mobility assistance vehicle suitable for such use.

**NOTE: 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.**

- 3.27 Not to cause any obstruction to the Common Parts.

**NOTE: 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 6.**

- 3.28 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.

**NOTE: Breach of this clause will be treated as a serious breach of these terms and conditions and may lead to early termination of this agreement under clause 6.**

- 3.29 Not to interfere in any way with any fire extinguisher, fire equipment, fire signage, smoke alarms, fire doors, door closures or any fire prevention, fire detection or fire safety equipment in the University.
- 3.30 Before the end of the Period of Residence or earlier termination of this agreement, 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.

### **University's Obligations**

The University agrees and undertakes or agrees to procure that the Managing Agent does so:

- 4.1 To provide the Services, subject to the terms in the Resident's Handbook.
- 4.2 To provide the items in the inventory at the start of the Period of Residence and provided the Student has reported such items to the Managing Agent to repair or replace any damaged or missing item which was not caused by the Student or their visitor(s).
- 4.3 To use reasonable endeavours to give the Student at least 48 hours' notice prior to entering the Accommodation during term-time for planned maintenance work provided that no notice will be given in the case of:
- 4.3.1 an emergency;
  - 4.3.2 for disrepair reported by the Student;
  - 4.3.3 for matters relating to health and safety or any other matter affecting the suitability of the Accommodation for habitation.
- 4.4 For other purposes, and for planned maintenance outside term-time, the University will aim to give the Student at least 24 hours' notice.
- 4.5 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.
- 4.6 Not to disclose personal information obtained from the Student except as permitted by clause 7 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.
- 4.7 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:

- 4.7.1 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;
- 4.7.2 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;
- 4.7.3 how to get access to the Accommodation in the event of the Student losing their keys;
- 4.7.4 cleaning schedules and students' responsibilities for cleaning;
- 4.7.5 the respective roles and responsibilities of the University and its resident students;
- 4.7.6 health, welfare, and guidance on communal living;
- 4.7.7 where to get advice on financial difficulties;
- 4.7.8 where to get counselling;
- 4.7.9 how to register with a local health service;
- 4.7.10 the management structure for the Residence and contact details of the Managing Agent, and main Residence officers, with out-of-hours emergency contact details;
- 4.7.11 any special arrangements made to help with any disability the Student may have disclosed to the University

**NOTE: 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**

- 4.8 To give a receipt for any of the Student's property which is confiscated under the terms of this agreement.
- 4.9 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.
- 4.10 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 has had notice of the problem, or ought reasonably to have been aware of it).
- 4.11 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.
- 4.12 Subject to clause 5.13, and after the Student has provided to the University details of their bank account, promptly to return the Deposit (or any unused proportion of it) to

the Student at the end of the Period of Residence or earlier termination of this agreement. 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.

### **Other conditions**

#### Visitors

- 5.1 The Student is responsible for the conduct of their visitor(s) at all times in any part of the Residence.

#### Insurance and Student damage

- 5.2 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.

- 5.3 Personal belongings left at the Residence are at the Student's own risk.

**NOTE: 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, and details of how to arrange this, and the terms of the policy are available in the Block Halls Insurance Policy**

- 5.4 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. 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.

#### Management of the Residence

- 5.5 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).

- 5.6 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.

- 5.7 The University and/or the Managing Agent may 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.

- 5.8 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 or earlier termination of this agreement. 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. 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. 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, including sale, without liability to the Student. The University/Managing Agent will hold any net proceeds of sale (after deducting its proper costs of storage and disposal) for a period of 12 months from the date the Period of Residence ended. If the Student has not claimed the proceeds within that time, the University/Managing Agent may deal with the proceeds as it sees fit, without further liability to the Student. If the item did not belong to the Student, the Student will be liable to meet any claim by the owner. The University/Managing Agent shall not be liable if the University/Managing Agent's staff mistakenly underestimate the value of an item.

### Notices

- 5.9 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.

### Third party rights

- 5.10 This agreement is not intended to confer any benefit to anyone who is not party to it.

### Deposit

- 5.11 The University shall hold the Deposit for the duration of the Residence Period.
- 5.12 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: For the avoidance of doubt this agreement is not an assured shorthold tenancy. Therefore the University is not required to place the Deposit in a tenancy deposit protection scheme.**

### Whole agreement

- 5.13 These standard terms and conditions and the policies referred to in them, the Offer of Accommodation, the Resident's Handbook and the Block Halls Insurance Policy 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.

### Alternative Accommodation

- 5.14 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 licence fee than the Accommodation, the Student need only pay the lower licence fee during the period s/he occupies the substituted room.

### Damages and interest

- 5.15 The University may claim damages from the Student for reasonable fees, costs and expenses reasonably, properly and actually incurred or payable by the University in connection with enforcing any of the Student's obligations in the licence agreement by any reasonable means, whether during or after the end of the Period of Residence. Such costs and fees may include (but are not limited to) properly incurred and reasonable legal fees, court fees and other professional costs.
- 5.16 The Student agrees to pay interest on any licence fee due under this agreement which has not been made within 14 days from and including the Payment Date at the rate of 3% per annum above the base rate of the Bank of England.

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

- 6.1 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 to the Accommodation within the first 7 days of the commencement Period of Residence but the Student will be liable for the Rent for those first 7 days.

**NOTE: 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).**

- 6.2 The University may terminate this agreement at any time by serving notice on the Student if:

6.2.1 the Rent has not been paid on or before the dates set out in the table below:

	<b>1st instalment</b>	<b>2nd instalment</b>	<b>3rd instalment</b>
<b>Full year course</b>	07/10/2022	13/01/2023	21/04/2023
<b>1st semester only course</b>	07/10/2022	02/12/2022	n/a

2<sup>nd</sup> semester only course      10/02/2023      21/04/2023      n/a

or

- 6.2.2 Any other payment this agreement requires the Student to pay is overdue by 14 days or more; or
  - 6.2.3 the Student is in serious or persistent breach of any of the Student's obligations; in this Agreement, or
  - 6.2.4 the Student does not have status as a registered student of the University; or
  - 6.2.5 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; or
  - 6.2.6 disciplinary action is taken against the Student under the University's Regulations on Student Conduct and Discipline and, upon following the processes set out in those regulations, the University decides to terminate this Agreement; or
  - 6.2.7 in the reasonable opinion of the University, it is necessary to close the Residence to limit the spread of Covid-19.
- 6.3 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 the 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:
- 6.3.1 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 5.9); **and**
  - 6.3.2 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**
  - 6.3.3 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. **and**

**NOTE: The University will provide reasonable assistance to 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;**

- 6.3.4 The replacement student must enter into a licence agreement for the Accommodation with the University for the remainder of the Residence Period; **and**



- 6.3.5 The Student must pay the University a fee not exceeding the greater of £50 or the University's reasonable costs.
- 6.4 If this agreement is terminated early by either the University or the Student the University will refund to the Student any Rent that has been paid by the Student in advance (pro-rated on a daily basis) that relates to the 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.
- 6.5 The conditions which apply to the Student being released early from this agreement, as set out in sub-clauses 6.2.2 to 6.2.5 in clause 6.2, and the University's "No Refunds" policy in clause 6.4, 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.
- 6.6 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.
- 6.7 The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
- 6.7.1 apply to the University's Student Accommodation Services for a transfer;
  - 6.7.2 if a transfer is granted, enter into a new agreement for the new accommodation;
  - 6.7.3 pay the University a fee not exceeding the greater of £50 or the University's reasonable costs; and
  - 6.7.4 have complied with their obligations in this agreement in all material respects.
- It shall be entirely at the University's discretion whether it agrees to a Student's request for a transfer to another room.
- 6.8 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 the Student will have the right to terminate this agreement (without having to comply with the conditions in clause 6.3, and without compensation) as an alternative to relocating;
- 6.9 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.

### **Privacy and data handling**

- 7.1 The University may use the Student's personal data for lawful purposes in connection with the licence agreement, including
- 7.1.1 collecting payment and debt recovery;
  - 7.1.2 crime prevention
  - 7.1.3 measuring residents' satisfaction;
  - 7.1.4 room allocation
  - 7.1.5 where there is risk of harm to the Student or to others in the property.
- 7.2 This use may include the use of personal data classed as "sensitive" or "special" or which otherwise has special protection under data protection law, such as information about health, ethnicity and criminal records.
- 7.3 The University's use of the Student's personal data may include disclosing relevant information about the Student when necessary for legitimate purposes to the Managing Agent, the police, other law enforcement agencies, the Benefits Service, local authorities, immigration authorities or other government agencies, and any person who needs a reference.
- 7.4 For more information about the information we collect and the purposes for which we use it, including who we share it with, please see our privacy notice. [https://www.leedsbeckett.ac.uk/-/media/files/policies/sustainable-resources/upsr\\_data\\_protection\\_notices\\_use\\_of\\_student\\_information.pdf](https://www.leedsbeckett.ac.uk/-/media/files/policies/sustainable-resources/upsr_data_protection_notices_use_of_student_information.pdf)

## **COVID -19**

The provisions of the COVID 19 Addendum apply to this agreement.

## COVID 19 Addendum

### **What the University requires the Student to do**

- 1 The Student agrees during the Residence Period:
  - (a) To follow the latest Government guidance about social distancing and social isolation (if the Student displays symptoms of COVID-19);
  - (b) To respect the safety of the University's and Managing Agent's staff and other people living in Residence by making every reasonable effort to minimise the risk of the spread of COVID-19;
  - (c) To abide by the obligations or procedures relating to COVID-19 which are set out in the Resident's Handbook (including any supplement).
  - (d) To follow any special procedures relating to living in the Residence which the Student is notified about, including instructions provided on posters.
  - (e) To follow any reasonable instructions given by a member of the University's or the Managing Agent's staff relating to how to practice social distancing or self-isolation in the Residence.
  - (f) To follow instructions given by a member of the University's or the Managing Agent's staff in respect of the University's obligations in paragraph 3 of this Addendum (below) including, if necessary, to vacate the Residence.
- 2 Failure of the Student to comply with the above conditions or procure that his or her visitors comply with such conditions will be a breach of this agreement and the provisions of clause 6 as to termination of the agreement shall apply

### **What the Student can expect from the University**

- 3 The University agrees:
  - (a) To make sure that the risk of the spread of COVID-19 in all Residences is regularly assessed.
  - (b) To use reasonable endeavours to ensure that the University and Managing Agent's staff and other people who live in the Residence abide by the latest government guidance.

### **Varying the Services because of COVID-19**

- 4 Where the University has agreed to provide cleaning in the Accommodation the Student agrees that where any circumstances beyond the control of the University which is in any way connected to the COVID-19 outbreak makes it impossible, or contrary to any law or official guidance to continue to clean the Accommodation, the University may suspend the cleaning service, and the Student shall not be entitled to any reduction of the Rent.
- 5 In addition to the Accommodation and where applicable cleaning services the University aims to provide the Student with other support services including pastoral support and other facilities while the Student occupies the Accommodation at no additional cost to the Student. These additional services may be disrupted due to

COVID-19 and the Student acknowledges that the University is entitled to withdraw such gratuitous additional services at any time.

**Rules about suspending the Student's right to occupy the Accommodation or terminating the Agreement early**

- 6 If the University is required pursuant to its obligations in paragraph 3 of this Addendum to close the Residence or otherwise suspend your right to occupy the Accommodation as a result of COVID-19, the Student shall vacate the Accommodation and remove their belongings as soon as is reasonably possible reflecting the emergency nature of the situation.
- 7 If the University is required to close the Residence the University will use reasonable endeavours to find suitable alternative accommodation in property owned or managed by the University. If the University is unable to offer other suitable accommodation due to circumstances in any way connected to COVID-19, the University may terminate this agreement by giving reasonable notice to the Student.
- 8 **For the avoidance of doubt, in the unlikely event that the University has to suspend the Student's right to occupy the Accommodation or terminate this agreement for any reason relating to or otherwise connected to COVID-19:**
  - (a) **the University will not be obliged refund any proportion of the Rent; and**
  - (b) **the Student will not be entitled to claim any additional costs for alternative accommodation or moving costs from the University.**

**Break Clauses**

- 9 If the Student wishes to terminate this agreement the Student must give notice in writing by email to [accommodation@leedsbeckett.ac.uk](mailto:accommodation@leedsbeckett.ac.uk) prior to the collection of the Student's keys that the Student no longer wishes to take up its accommodation. If such notice is given prior to the Student's collection of the keys to his/her accommodation, this agreement shall be terminated, any Deposit the Student has paid shall be refunded and the University will not be required to provide the Student with accommodation. If no notice is given, or notice if given after the Student has collected his/her keys to the accommodation this agreement will remain binding on the Student and the Student will be responsible for the Rent for the whole Residence Period, even if the Student does not move into the Accommodation.

END OF TERMS AND CONDITIONS