

LEEDS BECKETT UNIVERSITY
STANDARD TERMS AND CONDITIONS OF RESIDENCE

IMPORTANT AND SURPRISING TERMS

Your accommodation contract with the University is made up of your Offer of Accommodation and these Standard Terms and Conditions of Residence. You will enter into a legally binding accommodation contract with the University when you accept the University's Offer of Accommodation in accordance with the instructions set out below. You should therefore read the contents of these Standard Terms and Conditions of Residence and your Offer of Accommodation carefully before you accept the Offer of Accommodation. If there is anything about which you are unsure, or on which you would welcome further information, please contact us by phone (++44 (0)113 812 5972) or by email (accommodation@leedsbeckett.ac.uk), or take independent advice as soon as possible and prior to accepting the Offer of Accommodation.

Your attention is drawn in particular to the following terms: -

- **Clauses 3.1 to 3.5 (Student Obligations – Payments)** - This agreement is conditional on you
 - paying the Advance Rent on the date of acceptance of this agreement;
 - paying the Rent in full by the start of the Period of Residence, or providing your bank details not less than 10 days prior to the first Payment Date;
 - where the Rent is not being paid in full, providing a suitable guarantor unless the University has confirmed in writing that no guarantor is required.
- **Clause 3 (Student's Obligations)** – this section sets out your obligations under the accommodation contract including your obligations in relation to payments, maintenance, repair and damage to the Residence, fire, health and safety, security and your conduct. Key clauses include: -
 - You should check the terms of the inventory supplied at the outset and report any discrepancies within 48 hours of taking up occupation. If damage is not reported at the outset of the licence agreement then the Student is deemed to have accepted the inventory and may not be able to rely on it later to prove that damage was not caused by the Student (clause 3).
 - Breach of these obligations may enable the University to terminate this agreement.
- **Clause 6 (Termination and Room Transfers)** – this section sets out the parties right to terminate the licence and to re-locate your place of residence. Key clauses include: -
 - You must arrive within 7 days of the start of your licence agreement or it may automatically be terminated (clause 6.1) and you will be liable for the Rent for those 7 days.
 - Failure to pay the Rent due under the agreement or other sums due may result in the early termination of the agreement. Equally loss of your student status or breaches of your obligations under this agreement may result in the early termination of the agreement.
 - You may be liable for the rent for the whole term of the Licence Agreement even if you choose not to reside at the accommodation. Clause 6.4-6.6 sets out when you may be released from the requirement to pay after you leave the accommodation.
- This agreement is governed by English law which international students may find quite different to the law which applies in their own country.

The Student accepts an Offer of Accommodation when they comply with clauses 3.1 to 3.5 (see above for a summary of those conditions) and either:

- Clicking "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.

1 **Definitions**

1.1 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, Bronte Hall, Leeds Beckett University, Headingley Campus, Leeds, LS6 3QS or accommodation@leedsbeckett.ac.uk . Telephone: 0044 (0)113 812 5972 or 0044 (0)113 812 0000
Accommodation	A room of the type selected by the Student using the University's on-line booking system, or a room allocated to the Student by the University
Accommodation Contents	The fixtures, fittings and equipment in the Accommodation listed on the inventory provided to the Student
Advance Rent	the sum of £200 (two hundred pounds) or such other sum as may be set out in the Offer of Accommodation;
Contents	The Accommodation Contents, the Flat 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
Flat	The flat in which the Accommodation is situated
Flat Contents	The fixtures, fittings and equipment in the Flat, which are for students' use but which are not allocated to any one student's room
Managing Agent	The managing agent appointed by the University to manage the Residence
Offer of Accommodation	The offer of accommodation made by the University to the Student by email, setting out the proposed Residence, Rent and Period of Residence.

Payment Date(s)	If the Period of Residence is for a full academic year: 1st instalment - [09/10/2026] 2nd instalment - [15/01/2027] 3rd instalment – [23/04/2027] If the Period of Residence is for the first semester only: 1st instalment - [09/10/2026] 2nd instalment - [04/12/2026] If the Period of Residence is for the second semester only: 1st instalment - [05/02/2027] 2nd instalment - [23/04/2027] or as otherwise notified to you in writing by the University prior to the Period of Residence commencing
Period of Residence	The Period of Residence specified in the University's Offer of Accommodation
Rent	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
Residence	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
Residence Contents	The fixtures, fittings and equipment at the Residence which are for students' use but which are not allocated to any one flat
Resident's Handbook	means the Residents Handbook available at https://www.leedsbeckett.ac.uk/student-experience/accommodation/living-in-halls/
Rights	(a) to use the Contents; and (b) to use the Common Parts
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 and Flat
- (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 hall insurance 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 by the University
- (h) settling in, welfare and support services from the University's Residence Life Team

**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 This agreement incorporates the terms and conditions set out in the Offer of Accommodation.

2 Occupancy

- 2.1 Subject to the Student 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, where reasonably required by the University (for example where it is needed for a student with a disability or the Residence requires repairs), 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 or other accommodation 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, which in the case of emergencies may be less than 24 hours 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 6.7 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 or welfare of other residents and for such other purposes as the University reasonably decides requires the prohibition, escort or removal of visitors.

3 Student's Obligations

The Student agrees and undertakes:

Payments

3.1 To make payment of the Advance Rent on the date of acceptance of these terms and conditions and as a condition of acceptance of these terms and conditions.

3.2 The University agrees that the Advance Rent shall be set off against the Student's liability to pay the applicable Rent due on the first date on which Rent falls due in accordance with the Offer of Accommodation.

3.3 The Student shall be reimbursed the Advance Rent, or a portion of the Advance Rent, in the event that this agreement is terminated pursuant to the provisions of clause 6 and the Rent due on the effective termination is less than the Advance Rent.

3.4 In the case of UK students only, either

3.4.1 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

3.4.2 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 and provide a suitable guarantor for the liabilities under this agreement (unless the University has, in exceptional circumstances, confirmed in writing to the Student that no guarantor is required).

3.5 in the case of non-UK students only, either

3.5.1 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

- 3.5.2 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 difference in payment methods is because of the additional cost involved in recovering debts from students outside the UK.

- 3.6 To pay Council Tax for the Accommodation if at any time during the Period of Residence if the Student is not exempt from paying Council Tax (in particular if the Student ceases to be registered as a student at the University and hence is not entitled to the student exemption from 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 their exemption.
- 3.7 Before the first Payment Date or earlier termination of this agreement, to provide the University with a forwarding address and details of a bank account for return (if appropriate) by the University of the Advance Rent or Rent.
- 3.8 To obtain and pay for any required TV licence.
- 3.9 To pay the costs of replacing lost keys.

Maintenance, repair and damage to property

- 3.10 To check the Accommodation, Contents and the Common Parts within the Flat and report any damage or discrepancy relating to the Contents 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.
- 3.11 To keep the Accommodation, the Accommodation Contents and (jointly with other occupiers) 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 occupiers in the Flat written warning if in its reasonable opinion the Accommodation Contents 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.

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.

- 3.12 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 the University) and to return to the Managing Agent all keys/passes/fobs/access cards for the Accommodation.
- 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 To report to the Managing Agent 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.
- 3.16 Not to add to or change the information technology services installation or supply in the Accommodation.
- 3.17 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains of the Residence.
- 3.18 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, Flat or Residence for the purpose of viewing, inspection, maintenance, cleaning and/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.
- 3.19 Where damage or loss occurs at the Flat and (despite all reasonable efforts) it is not possible for the University or the Managing Agent (acting reasonably) to ascertain which of the Students occupying the Flat is at fault, each Student in the Flat will 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 their obligations in this agreement relating to University security.

Fire, health and safety, security

- 3.20 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 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.

- 3.21 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.
- 3.22 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.

- 3.23 Not to use candles or incense;
- 3.24 To report to the Managing Agent:
 - 3.24.1 immediately any fire or accident resulting in injury or damage to any part of the Residence or to the Contents; and
 - 3.24.2 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).
- 3.25 Not at any time to:
 - 3.25.1 leave the Accommodation unoccupied without locking the door and window;
 - 3.25.2 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; or
 - 3.25.3 Lend your keys to anyone.

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.

- 3.26 Not to bring additional furniture or appliances (including items such as heaters, 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 prior written permission (such permission not to be unreasonably withheld) keep a fridge in their Accommodation.

Conduct

- 3.27 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.
- 3.28 Not to make any alternations to the Residence, including redecoration, putting up shelves, fixing aerials or satellite dishes or putting additional locks on your doors.
- 3.29 Not to:
 - 3.29.1 share the Accommodation or allow any other person to occupy the Accommodation;
 - 3.29.2 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
 - 3.29.3 have any paying visitors in the Residence or Accommodation

3.29.4 have overnight guests for more than 3 nights.

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.

3.30 To ensure that all the Student's visitors are booked in and out at reception. The Student is responsible for the conduct of their visitor(s) at all times in any part of the Residence including any damage caused by the visitor.

3.31 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.

3.32 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 in writing. 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).

3.33 Not to keep any vehicle or vehicle parts in any part of the Residence other than:

3.33.1 bicycles in the designated cycle bays (available on a first come-first served basis);

3.33.2 mobility assistance vehicles in the parking spaces designated for them.

3.34 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.

3.35 Not to possess, use, store, produce or supply in or from the Accommodation or Residence 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.

- 3.36 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.
- 3.37 To avoid any action or negligence having an adverse effect or causing a nuisance to the University, the Managing Agent or on the owners or occupiers of nearby property.
- 3.38 To comply with:
- 3.38.1 the University's student contract and the policies, rules and regulations referenced in the student contract https://www.leedsbeckett.ac.uk/-/media/files/policies/student/ups_student_contract.pdf. Without in any way limiting the Student's obligation to comply with all relevant University policies, rules and regulations, the Student must at all times comply with the University's
- (i) 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.
 - (ii) Student Code of Conduct https://www.leedsbeckett.ac.uk/UPstudent_conduct.
- 3.38.2 the reasonable requests of University accommodation staff and staff of the Managing Agent.

4 University's Obligations

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

- 4.1 To provide the Services.
- 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 Prior to 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
- 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 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

5 Other conditions

Insurance and Student damage

- 5.1 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.
- 5.2 Personal belongings left at the Residence are at the Student's own risk.

NOTE: The Student's personal belongings (up to a maximum value of £5,000 in total) are insured under the University's block halls insurance policy, but that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. Details of these conditions, exclusions, limitations and excesses and "Top-up" insurance cover that can be purchased directly are set out in the Resident's Handbook

- 5.3 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

- 5.4 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).
- 5.5 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 Student Code of Conduct.
- 5.6 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.
- 5.7 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

- 5.8 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 address for service is 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 permanently ceased to occupy the Accommodation) or by first class post or email to the Student's last-known address. Notice will be deemed served, if delivered to the Accommodation, on the date it is so delivered, and in the case of service by post, on the first working day after posting.

Third party rights

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

Whole agreement

- 5.10 These standard terms and conditions and the policies referred to in them and the Offer of Accommodation, 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.

Temporary Alternative Accommodation

- 5.11 If 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) 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, 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 they occupy the substituted room.

Damages and interest

- 5.12 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, expenses and fees may include (but are not limited to) properly incurred and reasonable legal fees, court fees and other professional costs.
- 5.13 The Student agrees to pay interest on any Rent 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.

6 Termination of this Agreement and Room Transfers

Termination by the Student prior to the commencement of the Period of Residence

- 6.1 Prior to the commencement of the Period of Residence, the Student may give notice in writing by email to "accommodation@leedsbeckett.ac.uk" that they no longer wish to take up its Accommodation, whereupon this agreement shall be terminated, the University will refund to the Student the Advance Rent and Rent that has been paid by the Student as soon as possible.

Termination following the Student's failure to collect keys

- 6.2 Subject to clause 6.3, this agreement will automatically terminate if the Student has not collected their keys to the Residence within 7 days of the commencement of the Period of Residence, the effective date of termination being 7 days after the commencement of the Period of Residence. The Student will be liable for the Rent for those 7 days (pro-rated on a daily basis). The University will refund to the Student the Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due for those 7 days (pro-rated on a daily basis) as soon as possible.
- 6.3 The Student may request (by contacting the University's Student Accommodation Service) that they collect their keys later than 7 days after the commencement of the Period of Residence. Where a later arrival date is agreed with the University, in the event the Student has not collected their keys by the agreed later arrival date, this Agreement will automatically terminate on the later agreed arrival date. The Student will be liable for the Rent (pro-rated on a daily basis) up to and including the agreed late arrival date. The University will refund to the Student the Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due up to the agreed arrival date (pro-rated on a daily basis) as soon as possible.

NOTE: The maximum period which the University will hold the Accommodation open for a late arrival by arrangement is usually 14 days (it may agree to hold it for longer if the first instalment of Rent has been paid).

Termination by the Student after accepting the keys

- 6.4 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 terminate this agreement before the end of the Period of Residence, subject to clause 6.6, they must comply with **all** of the following conditions:

- 6.4.1 The Student must give notice to the University's Student Accommodation Service Manager that they wish to leave (for service of notice see clause 5.8); **and**
- 6.4.2 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**
- 6.4.3 There must be a replacement student who is reasonably satisfactory to the University as a licensee and who is not already a licensee of other Accommodation of the University; **and**
- 6.4.4 The replacement student must enter into a licence agreement for the Accommodation with the University for the remainder of the Residence Period; **and**
- 6.4.5 The Student must pay the University a fee not exceeding the greater of £50 or the University's reasonable costs of dealing with the assignment of the licence.

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. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation, and will not fill rooms with students wishing to transfer from other University accommodation.

On a discretionary basis, the University may consider giving rent rebates where there are exceptional circumstances for the Student wishing to terminate early (and those circumstances did not exist when the agreement was entered into).

- 6.5 The effective termination date for the purposes of clause 6.4 will be the date when all of the conditions set out in clause 6.4 have been met or, if earlier, the last day of the Period of Residence. On the effective termination date, the Student will be released from future liability for the Rent and the University will refund to the Student the Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due up to the effective termination date (pro-rated on a daily basis) as soon as possible.
- 6.6 The Student may terminate this agreement immediately on notice if:
 - 6.6.1 the University is in serious or persistent breach of its University's obligations in this agreement, or
 - 6.6.2 they are prevented from continuing their studies at the University because of a disability.

If this agreement is terminated early pursuant to this clause 6.6, the Student will be released from future liability for the Rent and the University will refund to the Student any Rent that has been paid by the Student in advance less an amount equal to the Rent due up to the effective termination date (pro-rated on a daily basis) as soon as possible.

Termination by the University

- 6.7 The University may terminate this agreement at any time by serving notice on the Student if:
- 6.7.1 the Rent or any other payment due under this Agreement has not been paid within 14 days of falling due; or
 - 6.7.2 Any other payment this agreement requires the Student to pay is overdue by 14 days or more and has been demanded by the University; or
 - 6.7.3 the Student is in serious or persistent breach of any of the Student's obligations; in this Agreement, or
 - 6.7.4 the Student does not have status as a registered student of the University; or
 - 6.7.5 in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to themselves or others or the University's or another person's property or makes them unfit to be in Residence; or
 - 6.7.6 disciplinary action is taken against the Student under the University's Student Code of Conduct and, upon following the processes set out in those regulations, the University decides to terminate this agreement.

In the case of termination pursuant to clause 6.7.5, the agreement will terminate immediately upon the giving of notice by the University. In all other cases, the agreement will terminate two weeks after the giving of notice by the University.

If this agreement is terminated early by the University pursuant to this clause 6.7, the University will refund to the Student any Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due up to the effective termination date (pro-rated on a daily basis) as soon as possible.

Termination upon transfer/relocation

- 6.8 The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
- 6.8.1 apply to the University's Student Accommodation Services for a transfer;
 - 6.8.2 if a transfer is granted, enter into a new agreement for the new accommodation;
 - 6.8.3 pay the University a fee not exceeding the greater of £50 or the University's reasonable costs; and
 - 6.8.4 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.

- 6.9 Upon the Student signing a new agreement for the new accommodation pursuant to clause 6.8, this agreement will terminate and the University will refund to the Student any Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due up to the effective termination date (pro-rated on a daily basis) as soon

as possible (or otherwise agree with the University to transfer those amounts to be applied against their obligations under the new agreement).

- 6.10 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 6.4, and without compensation) as an alternative to relocating. If this agreement is terminated early pursuant to this clause 6.10, the University will refund to the Student any Advance Rent and Rent that has been paid by the Student less an amount equal to the Rent due up to the effective termination date (pro-rated on a daily basis) as soon as possible.
- 6.11 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.

7 Governing Law

- 7.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales