



Contractual Licence Agreement: Terms and Conditions of the Licence to occupy residential premises within Keele University.

In your own interests you are urged and strongly advised to read the following Terms and Conditions of Occupancy as they form a part of the legally binding agreement you are being asked to sign. Before doing so please ask if there is anything you do not understand.

This Licence Agreement does not, and is not intended, to create a tenancy of the premises. A student occupies the premises as a licensee and does not have exclusive possession of the premises. This licence is governed by English Law. International students may find this different to laws which apply in their own country. Please ask for advice if there is anything you do not understand or seek your own legal advice before signing the Contract.

In signing the Agreement you agree to abide fully by these Terms and Conditions, which include paying for the full contractual period. If you move into the accommodation without having signed the Agreement, you will be regarded as having accepted this Agreement by your actions. You are, of course, free to take independent advice on the contents of this Agreement.

1. Period of Occupancy

- 1.1. The room is offered under licence and the length of your occupancy period will be written on your contract. The occupancy period is not flexible, and notice by you to leave your accommodation is not normally accepted within the period of the occupancy, other than where the University fails in its obligations to you as occupant as set out in these Terms and Conditions.
- 1.2. If you move rooms during the occupancy period, the fee will automatically be calculated to end on the date you move from the first room and begin again on the same date for the new room. You will be notified of the occupancy period of your new room. The keys for the room from which you have transferred must be returned to the Student Accommodation Office within 3 days of the transfer date. We reserve the right to make a charge of £10 per day until the return of your keys to Student Accommodation Office.
- 1.3. Rooms must be personally occupied by you as a full time registered Keele student, and may not be used by or shared with anyone other than the designated person for that room. You agree not to sublet or allow others to occupy the accommodation, and your rights under this Agreement are not transferable to other people.

2. Cancelling the agreement

- 2.1. If you sign the Agreement without face to face contact with a member of the Student Accommodation staff (i.e. at home) you have a 7 day 'cooling off period'. This means that if within 7 working days of signing the Agreement you change your mind, you will be released from the Agreement. In these circumstances, you will be charged only for the number of days you have occupied the accommodation up to a maximum of 7 days at the nightly rate charged for the accommodation.
- 2.2. **You do not get a 7 day cooling off period if you sign the Agreement in the Student Accommodation Office or hand it back into Student Accommodation Office or to their Residential Manager or their representative in the halls of residence. This means you will be financially responsible for the full cost of the accommodation and for ensuring the contractual terms are met in full as soon as the Agreement is signed and returned.**

3. Accommodation Fees and Deposit

- 3.1. You will pay the fees on the following instalment dates at the Income Office, Finance Department in advance, either in 1 or 3 instalments.

ADVANCE PAYMENT: £450 payment to be made in advance (made up of £150 refundable deposit and £300 advance payment on the first instalment of 40%)	Payment to be made by the date specified on your Contractual Agreement (offer of accommodation) Payment to be made via the Income Office, Finance Department. See separate sheet for payment methods.
1 st Instalment: 40% of total amount due (Less £300 advance payment)	Friday 30 th September 2011 (Home/UK students paying by any method other than Direct Debit) Friday 14 th October 2011 (International students paying by any method and Home/UK students paying by Direct Debit) Friday 28 th October 2011 (postgraduate students paying by any method)
2 nd Instalment: 40% of total amount due	Friday 13 th January 2012 (All students)
3 rd Instalment: 20% of total amount due	Friday 4 th May 2012 (All students)

- 3.2. Individual invoices are sent out via your University e-mail account detailing the amount payable and the due dates for payment. Details of how to pay can be found at www.keele.ac.uk/finance/income/paymentmethods/. On-line payment facilities are available via your own Evision account. Fees that have not been paid by the due date will automatically be increased by adding a late fee calculated to meet reasonable administrative expenses and loss of interest on amounts unpaid.
- 3.3. Students whose course start date is other than at the beginning of the academic year in September (including **International Study Centre** students) will have different payment dates and instalment amounts. Specific details will be included on your offer of accommodation. The first payment must be made within 7 days of moving into the accommodation.
- 3.4. You agree that you remain liable to the charges if, having accepted the accommodation offer, you fail to move into the accommodation; vacate it before the end of the occupancy period or are absent from the accommodation for any period of time. If you move out early you are still liable to pay the fees, unless using reasonable efforts you or we are able to immediately re-let the accommodation to another eligible student.
- 3.5. A refundable deposit of £150 is payable, together with the advance payment of £300 (Total £450), by the date specified on your Contractual Agreement (Offer of Accommodation). The £150 deposit is surety for lost keys and damage. At the end of the occupancy period the deposit can be refunded or carried over to the following accommodation year. Any outstanding debts will be deducted from the deposit. You are required to report any damage or defect in your room to the Accommodation Services Manager in your hall of residence at the time of discovery.
- 3.6. Deposit refunds will be made by BACS transfer direct to a nominated bank account. The deposit will usually be returned within twenty-eight days after return of the room keys. Please ensure that you have told the Income Office of your nominated bank account details via your Evision account. Failure to do so may result in a delay in your deposit being refunded.
- 3.7. **Outstanding Debts** - If for any reason you are unable to pay the accommodation fees by the due dates you must contact the Income Office **immediately**. Keele University has the right to:
- 3.7.1. exclude you from the accommodation if payment is not received by the due dates or if an acceptable arrangement for payment has not been made with the Income Office.
- 3.7.2. withdraw access to resources, e.g. the Hallsnet facility

3.7.3.deny access to graduation facilities

- 3.8. **Students who have outstanding debts at the end of the second semester, and who have not made prior arrangements with the Income Office to meet these debts will automatically lose the right to any allocated accommodation for the following year. No student, with an outstanding debt for accommodation charges, will be allowed to occupy any allocated accommodation at the beginning of the next Academic Year. It is each student's responsibility to ensure that all fees are paid by the due date to avoid the withdrawal of any allocated accommodation.**

4. Use of the Property

- 4.1. You should use your room and communal areas for study and residential purposes only. No private profession, trade or business may be advertised or conducted, nor may rooms be used for any purpose which is illegal, or which contravenes the University's Regulations or the terms and conditions of your licence.
- 4.2. You must not alter any University building, e.g. by installing a satellite dish, TV aerial without the written permission of the Accommodation Services Manager for your hall of residence.
- 4.3. You should contact the Student Accommodation Office for permission to exchange your room with another student. **Students must not exchange rooms with another student without written permission from the University.**
- 4.4. You must not sublet your room to anyone else.
- 4.5. You agree not to give keys to your flat/room to any other person.

5. Health & Safety

- 5.1. You must not obstruct in any way the entrance passages, stairways and lifts, if any leading to the property or corridors or fire escapes within the property.
- 5.2. We reserve the right to require you to move to similar alternative accommodation due to alterations or building works being carried out at the accommodation or as a result of damage to the accommodation that we regard makes it unfit for occupation.
- 5.3. Barbeques and/or open fires are not permitted on campus except in the designated barbeque sites in the halls of residence. This is to protect the safety of residents and buildings. Barbeque equipment and fuels must not be stored in the residential accommodation blocks. All waste should be disposed of in the appropriate bins next to the barbeques in the designated barbeque sites in the halls of residence.
- 5.4. The only electrical appliances allowed in the halls of residence are: bedside lamp, television, video, DVD player or recorder, radio, music systems, shavers, hair dryers/straighteners, calculators, clocks, travel kettles, irons, personal computers and printers, CD and tape systems, assistive technology for disabled students and such other appliances as may be specifically approved in writing by the University. This equipment must be PAT tested (you must take it to be tested in your hall of residence common room on the date advertised at the start of the first semester).
- 5.5. For your own safety, interfering or tampering with University services including electrical appliances, fixtures and fittings is not permitted.
- 5.6. Cooking in study bedrooms is not permitted at any time and any equipment used for cooking in bedrooms will be confiscated.
- 5.7. Heaters of any kind are **NOT** permitted in accommodation areas and will be confiscated.
- 5.8. Misuse of firefighting equipment is **ILLEGAL, DANGEROUS and FORBIDDEN**. You will be disciplined for any misuse of fire extinguishers, fire hoses, fire doors, break-glass points and fire/smoke detectors in accordance with disciplinary regulations. You may be **FINED, EVICTED OR EXPELLED** and will be charged for repairs to the equipment and any costs incurred for Fire Service attendance.

- 5.9. Due to fire risk you are NOT allowed to have any items in your room which have an exposed flame, e.g. candles, tea lights, oil lamps or oil/incense burners. You must NOT use or keep 'fairy lights', joss sticks, sheeshas, hookahs, flammable liquids and gases within study bedrooms/residences. Such items, if found, will be confiscated. Multi-gang sockets and extension leads are permitted providing they are new or have been PAT tested (proof of receipt or PAT testing required).
- 5.10. All student accommodation is non-smoking and you and your guests are not permitted to smoke in any part of the buildings in the halls of residences. Please be considerate of other residents and their visitors when smoking outside the residence buildings.
- 5.11. You must leave the building if the fire alarm is sounded or you are asked to do so by a University Officer. Failure to do so may result in disciplinary action by the University. It is your responsibility to notify the Accommodation Services Manager or the Residential Manager for your hall of residence if there is a known cause why you may not hear the fire alarm (e.g. due to medication).
- 5.12. You agree not to bring onto the campus or have within the halls of residence any fireworks or any other items which we reasonably consider to be dangerous, including (without limitation) firearms, air-weapons, swords, knives, martial arts weapons, and any other offensive weapons including paint-ball guns, BB or pellet guns, replica or ceremonial weapons.
- 5.13. You should ensure the building and your room/flat is left secure at all times. For example, you must not leave external doors open and you should lock your door and close windows when you leave your bedroom.
- 5.14. Where any article has been removed due to a breach of these terms and conditions, the University will, if requested, return it to the student on the termination of this contract.

6. Your responsibilities

- 6.1. You agree to take all reasonable precautions to keep the Halls of Residence adequately ventilated and free from mould and other damage caused by excess condensation
- 6.2. You must check the inventory and report any discrepancy or damage to the University within 7 days of the start of the occupancy period.
- 6.3. You must comply with the University's Regulations.
- 6.4. You must promptly send to the Accommodation Services Manager for your hall of residence a copy of any communication you receive which is likely to affect the accommodation.

7. Respect for Others

- 7.1. You agree to obey the rules relating to noise in your Hall of Residence. Noise should not cause a nuisance at any time – if it does, it is excessive. Please keep quiet in communal areas, especially when entering or leaving the blocks. Please remember that people will be studying throughout the day and will be disturbed by excessive noise, especially during examination periods. You must show consideration towards other students who wish to study and towards your neighbours at all times.
- 7.2. You agree to obey Hall Rules – if you break any rules this will be considered a disciplinary offence, which will be referred to the University Discipline Officer. Parties and excessive noise causing disruption to other residents are examples of disciplinary offences. You will be held responsible for any visitors in your accommodation.
- 7.3. You agree to keep your room/flat in a clean state and to carry out your share of cleaning in the communal areas for which you are responsible e.g. the kitchen. You agree that we may, at reasonable times, enter the accommodation to clean, inspect, repair or for any other reasonable purpose. Periodic inspections will be made by Accommodation Services staff. Where rooms/flats are found to be persistently dirty or unhygienic in the opinion of the Accommodation Services staff, we reserve the right to charge reasonable costs for additional cleaning beyond normal requirements, and any related administrative costs.

- 7.4. You agree to maintain a reasonably safe environment for the University's employees who may have to enter your room, e.g. ensuring the cables to personal electrical equipment are safe.

8. Respect for the property

- 8.1. You cannot keep pets or animals of any description in your university accommodation. Registered Assistance dogs are permitted.
- 8.2. You must not put anything harmful or which is likely to cause blockage in any pipes or drains.
- 8.3. Radio transmitters, e.g., CB or shortwave, are not allowed in the Halls of Residence.
- 8.4. Refrigerators/freezers are **NOT** permitted in any accommodation areas other than for a medical requirement. Permission must be obtained in advance from the Accommodation Services Manager in your hall of residence and such a request must be supported by medical evidence. Permission is not automatically given.
- 8.5. You must not alter or change or install any locks to doors or windows in the property nor have any additional keys cut or keycards made without the consent of the University.
- 8.6. You agree to report any damage/repairs at the time of discovery.
- 8.7. You will be charged for the cost of repair of damage caused in your room, or replacement cost of a missing item, other than damage caused by the negligence of the University or its staff. Repairs and replacements are made according to standards required by the University. The cost of repairing or replacing damaged items in communal areas like kitchens and corridors, and general areas will be divided equally between the students using the particular kitchen, or corridor, living in a flat, or complete block, whichever is the most obvious as assessed by the Accommodation Services Manager who will notify the block residents about damage caused. Deliberately caused damage may result in a fine being issued to the culprit(s) in addition to the damage charge. Damage discovered by a cleaner, or reported by a block resident will be directly investigated by the Accommodation Services Manager of the hall. Where the perpetrator of the damage cannot be identified, the whole block (or part therein) becomes liable for a proportion of the communal damage charge. Charges are issued following investigation and discussion with the Accommodation Services Manager. Notification of the charge is by email or letter. Should you wish to appeal against the charge, you should contact the Accommodation Services Manager within 7 days of the damage charge issue date. If no agreement is reached you may appeal to the Head of Accommodation in writing within 10 days of the damage charge issue date.

9. Other

- 9.1. If you have a television, or watch television via your computer, you accept responsibility for buying a television licence. The Television Licensing Authority may prosecute and issue fines if a resident is found to be using television receiving equipment and has no valid licence.
- 9.2. Guests and Visitors - If you wish to have a guest stay overnight you must book them in for a maximum of 3 nights, in accordance with the Guest procedure. No guests under 18 years of age are permitted to stay in the Halls of Residence. Individuals are responsible for the behaviour of their guests and are responsible for any damage that they may cause.
- 9.3. You agree that we may remove or exclude any visitor from the accommodation or any other part of the University where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons or themselves.
- 9.3. Your personal property will not be covered by the University's general insurance policy. A core level of insurance cover is provided for all campus rooms via ENDSLEIGH Insurance Services. It is your responsibility to check the policy schedule and ensure that the cover provided is sufficient for your needs. If required, additional levels of cover are available via Endsleigh Insurance Services at your own cost.
- 9.4. If you are entitled to bring a car onto the campus you must register it with the Security Office and pay the appropriate fee (see website:
<http://www.keele.ac.uk/studyatkeele/accommodation/hallsofresidence/carparking/> for further

information). You must only park on the designated car parks. The campus has a speed limit of 20 m.p.h. and normal traffic regulations must be observed.

- 9.5. University staff require reasonable access to student rooms. It is not always possible to give advance notice. You agree that we may, at reasonable times, enter the accommodation to clean, inspect, repair or for any other reasonable purpose. However, we will not unreasonably interfere with your privacy.
- 9.6. If you lose your set of room keys, you can get a replacement set from the Student Accommodation Office, Darwin Building, Monday to Friday (9.00 a.m. – 4.45 p.m.). You must show your 'Keele' card as proof of identity. You will be charged for replacement keys. At weekends, and outside office hours, you can gain access to your room, if you show your 'Keele Card' to the Security Officer on duty at the Darwin Building Security Lodge. After 12 midnight a charge is payable for you to gain access to your room if you have lost your keys. You will need to contact the Student Accommodation Office when they reopen to get replacement keys. Charges are listed on the Accommodation web pages at www.keele.ac.uk/studyatkeele/accommodation/
- 9.7. Relocation for breach, wellbeing or other reasons – The University reserves the right to require you to move to alternative accommodation if:
 - 9.7.1. You are in breach or suspected breach of any of the terms and conditions set out in these Terms and Conditions; or
 - 9.7.2. In the reasonable opinion of the University you are causing disturbance, distress, inconvenience to any member of staff, other students or other occupiers of the premises; or
 - 9.7.3. Are likely to damage the property or
 - 9.7.4. If you are a student without a mobility disability, occupying a mobility adapted room you should be aware that if a student with a mobility disability needs use of the room, you will be expected to move out to a standard unadapted room whenever the University so requires. At least one week's notice will be given and we will provide a room of a similar specification.
- 9.8. By agreeing to the terms and conditions of this agreement with the University you will be deemed to have given your consent for the University to be able to use your personal data (as that term defined in the Data Protection Act 1998) for all lawful purposes in connection with this agreement (including debt recovery, crime prevention or where there is a serious risk of harm to you, or to others, or to the University's or other people's property).
- 9.9. The University may temporarily suspend use of the common parts e.g. halls common room if they are not kept in a clean and tidy condition by the students using them.

10. Our responsibilities (Keele University)

- 10.1. An offer of University accommodation is subject to the Terms and Conditions set out below and to the Hall of Residence Rules.
- 10.2. Keele University reserves the right to change your accommodation for reasonable operational reasons or where we reasonably consider that it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the accommodation.
- 10.3. Keele University cannot be held liable for any failure or interruption to services (e.g. water, electricity, gas, telephone) or for any loss occurring from such a failure or interruption unless caused by negligence.
- 10.4. Keele University will not interrupt your occupation of the accommodation more than is reasonably necessary.
- 10.5. The University will not disclose personal information obtained from you, except as permitted by clause 9.8 of this contract or where there is serious risk of harm to you, to others or the University's property.
- 10.6. We will provide accommodation that is maintained to a reasonable standard and complies with health and safety laws.
- 10.7. We will ensure that the furniture provided is of a reasonable standard.

- 10.8. We will ensure that rooms and communal areas of the residences are cleaned on a regular basis. (Except where cleaning is not provided as part of your agreement. In these areas communal stairways and entrance halls will be cleaned on a regular basis by the University but not bedrooms, kitchens and bathrooms which will be the responsibility of the occupants of individual flats).
- 10.9. We will carry out a monthly inspection programme of accommodation that does not have a regular cleaning service to ensure standards are maintained.
- 10.10. We will carry out repairs within reasonable time limits.

11. Termination of agreement by us

- 11.1. The University may terminate your accommodation agreement at any time by service not less than 4 weeks' written notice if;
- 11.1.1. You stop being a full time registered student or if you are otherwise legally required to do so.
- 11.1.2. We reasonably consider, because of your behaviour or for any other reason, that it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the accommodation.
- 11.1.3. The University accommodation which has been let to you is severely damaged and is, in the reasonable opinion of the University, deemed unfit for occupation, or the University; or the University is unable (for reasons outside of its control) to continue to provide accommodation which has been let to you.
- 11.1.4. You are in breach of any of the clauses of these terms and conditions.
- 11.2. If you do not leave the premises voluntarily then an order for possession from the court will be obtained so that you can be legally evicted. If that becomes necessary the court will be asked for an order that you pay the net loss of income to the University, its reasonable legal costs and expenses incurred in contemplation, preparation, prosecution and enforcement of legal proceedings and interest.
- 11.3. Without prejudice to clause 11.1 above, in the case of serious or persistent breach of the accommodation agreement or in the circumstances where, by reason of your conduct, the University reasonably considers that it is necessary to exclude you from the halls of residence in order to protect the welfare of other staff, students or occupiers of the premises the University shall be entitled to terminate your accommodation agreement by giving to you written notice. The length of the notice will be reasonable in the circumstance but in cases of serious breach may be as little as 24 hours notice.

12. Vacating the property

- 12.1. At the end of the occupancy period, you must give the University vacant possession and the room must be cleared of all your belongings and all key/s returned to the Student Accommodation Office by the stated time, (The key/s must not be given to another student to return). If you don't remove belongings or fail to return room keys, you will continue to be charged at the full rate until the room is cleared and the key/s returned.
- 12.2. After you have vacated your accommodation, an inspection of your room will be carried out by the University as quickly as possible, and in any event before the keys are issued to another occupant. If damage is discovered or items found to be missing after you vacate your room, the cost of repair or replacement will be deducted from your deposit. If, in the opinion of the Accommodation Services Manager, your room has not been left in a reasonable condition, we reserve the right to charge reasonable costs for additional cleaning, and any related administrative costs incurred where the cleaning staff have to carry out works unreasonably beyond their normal duties.
- 12.3. If your personal belongings and property, including bicycles, cars, clothing, furniture, foodstuffs, books and University coursework are not removed from the accommodation/hall of residence by the end of the Accommodation Occupancy Period, they will be removed and subsequently disposed of without liability on the part of the University.

Hall of Residence Rules

In signing to accept the offer of accommodation and agreeing to abide by the Terms and Conditions of Occupancy, you are also agreeing to abide by the rules detailed below, which have been drawn up in order to ensure that all residents live and work in a safe and harmonious environment. Any breaches to these rules could result in disciplinary action being taken and in extreme cases may involve the Police.

Kitchens: Ensure that the cooker is always switched off when not in use. Please keep the kitchen clean and do not leave piles of dirty dishes. The fridge, freezer and storage space should be shared equally. Any waste food and rubbish should be disposed of responsibly. Keep kitchen doors should be locked when not in use and windows closed at night.

Bathrooms: Bathroom should be left clean and tidy. Rinse out showers/baths and turn off lights. After use, please leave facilities as you would like to find them. Windows should be opened when showers and baths are in use and closed at night.

Bedrooms: Keep doors and windows closed when you leave your room. Where a cleaning service is provided, residents must allow the domestic staff to access rooms for this purpose. Students must leave their room whilst it is being cleaned.

Drugs: The use, possession or dealing of illegal substances is forbidden and will be treated as a serious disciplinary offence.

Fire Prevention: You must ensure that cookers are cleaned after use and greasy grill pans are never used as they are a fire hazard. Damage to, or misuse of, fire detection or safety equipment, is a criminal offence and will be treated under the University's disciplinary procedures. It is your responsibility to ensure that stairways, corridors and all fire exits remain clear at all times.

Harassment: Harassment of members of the university and visitors will not be tolerated – see <http://www.keele.ac.uk/hrss/equalitydiversity/bullyingharassment>

Bicycles: Bicycles must not be kept in study bedrooms or in residential blocks. Storage facilities are available and keys to these facilities can be obtained from Student Accommodation Office on payment of a deposit. Bicycles are left at your own risk and you are advised to take out your own insurance cover.

Meetings: Meetings may be called by the Residential Managers, their representatives or by elected student representatives when considered necessary or when requested by a member of University staff.

Noise: Problems regarding noise, etc, are most successfully dealt with personally. Should this prove ineffective, you can contact Block Representatives, the Residential Managers or the Resident Tutor on duty.

Parties: You cannot hold parties in the Halls of Residence, except in the designated areas.

Security: DOORS TO THE RESIDENCES MUST NOT BE LEFT OPEN AND SHOULD BE LOCKED AT ALL TIMES. You should ensure the building and your room/flat is left secure – lock your door and close windows when you are out. Do not allow others to follow you in and gain unauthorised access to the blocks.

Recycling: Proper and effective use should be made of recycling facilities.