

## Contractual Fixed Term Licence Agreement: Terms and Conditions of the Licence to occupy residential accommodation

You are advised to read the following Terms and Conditions of Occupancy as they form a part of the legally binding Licence Agreement you are being asked to accept.

The terms of this Licence Agreement comprise:

1. These Terms and Conditions including Annex A – Halls of Residence Rules;
2. The Offer of Accommodation; and
3. The relevant University Policies and Regulations which can be reviewed at [www.keele.ac.uk/regulations/](http://www.keele.ac.uk/regulations/) If you are unable to access this link, please contact the Accommodation office before accepting the offer of accommodation.

Together, these documents set out your rights and responsibilities and our rights and responsibilities.

The Licence Agreement does not, and is not intended, to create a tenancy of the Room. You will occupy the Room as a fixed term licensee and will not have exclusive possession of the Room. This means, in particular, that:

- You will not be permitted to transfer your rights under the Licence Agreement or sub-let the premises or permit or allow any other person to occupy or share occupation of the premises
- The University reserves the right to transfer you to suitable alternative accommodation where reasonably required and in the circumstances referred to in these Terms and Conditions
- The University may access the Room where reasonably required and in the circumstances referred to in these Terms and Conditions

The Licence Agreement is governed by the law of England and Wales.

The Licence Agreement will take effect from the date you accept the Offer of Accommodation online.

If there is anything you wish to discuss (eg. a disability, allergy or other special requirement) please contact the Accommodation Office before you accept the Offer of Accommodation.

If there is anything you do not understand in the Licence Agreement, we recommend that you seek your own legal advice.

In accepting the Licence Agreement you agree to abide fully by these Terms and Conditions, which may include paying the Licence Fee for the full Occupancy Period.

Keys to your room offered will only be issued after you have accepted the Offer of Accommodation.

These Terms and Conditions and the Offer of Accommodation contain certain words which have particular legal meanings. These words begin with capital letters so you can immediately see them. There is a glossary at the end of these Terms and Conditions which explains the legal meaning of these words.

Within the Licence Agreement reference to the University may be deemed to represent the University, its employees or approved contractors and representatives.

During the period of this Licence Agreement, the University reserves the right to assign its responsibilities and/or obligations to an approved contractor and will communicate any such change in advance.

## 1. Your Accommodation

- 1.1 The Offer of Accommodation sets out the type of room you have been offered.
- 1.2 **You must check and complete your inventory and note any discrepancies, damage or missing items and submit this via the Accommodation Portal within 48 hours of arrival at your Accommodation.** Failure to do so may result in you being charged for such damage or missing items at the end of your Occupancy Period if you are unable to prove that they were not caused by you or your visitors.
- 1.3 This University may relocate you to alternative accommodation in the circumstances described at clause 12 in which case the Licence Agreement will continue in relation to such alternative accommodation, although it is possible that the Licence Fee may increase or decrease as a result of such relocation (see clause 12 for more details).

## 2. Occupancy Period and early termination of the Licence Agreement

- 2.1 Your Occupancy Period is stated in the Offer of Accommodation and may be a single continuous period or several periods with breaks between them.
- 2.2 Your Occupancy Period is not flexible and you are not permitted to give notice to the University to terminate the Licence Agreement before the end date of your Occupancy Period other than in any of the following circumstances:
  - 2.2.1 if it has been agreed in writing by the University (at the University's discretion) that you may do so. If you wish to terminate the Licence Agreement before the end of the Occupancy Period and you nominate another Keele University student not currently living in Keele University accommodation the University will consider this at its reasonable discretion;
  - 2.2.2 if you suffer an illness and as a result become unable to continue with study;
  - 2.2.3 if you suffer an illness which does not prevent you from continuing with your studies at the University but as a result of your illness you need to live elsewhere;
  - 2.2.4 if any other exceptional circumstance arises which means that it is not reasonable for you to continue living in the Accommodation;
  - 2.2.5 the University is in material breach of the terms of this Licence Agreement and has failed within a reasonable period to remedy such breach;
  - 2.2.6 if you are not registered on a **full-time** course of study or programme of research at the University on 9th October 2020; or
  - 2.2.7 you validly exercise your right to cancel the Licence Agreement pursuant to clause 3 below.
- 2.3 In all cases if you think any of the circumstances in clauses 2.2.2 to 2.2.6 have arisen or are likely to arise you must first contact the Accommodation Office as soon as possible to discuss your options and whether you meet the grounds to terminate the Licence Agreement. If you satisfy the grounds for termination and wish to terminate the Licence Agreement under the circumstances in clauses 2.2.2 to 2.2.6, you must give not less than [7 days'] prior written notice of such termination and the University will confirm in writing to you the termination date by which you must move out.

- 2.4 If you terminate the Licence Agreement under clause 2.2 you will be required to comply with clause 18 when moving out of your Accommodation and the University will refund within 28 days of such termination any part of the Licence Fee which you have paid in advance which relates to the period following the date of termination and the Deposit you have paid (minus any deductions made under clause 4.4).
- 2.5 The University may temporarily suspend you from the Accommodation during your Occupancy Period in the circumstances described at clause 16 and may terminate the Licence Agreement before the end of your Occupancy Period in the circumstances described at clause 17 and a Court Order may be applied for.

### 3. Cancelling the Agreement

- 3.1 Once the Offer of Accommodation is accepted online, you have a 7 day 'cooling-off period'. This means that if within 7 working days of accepting the Offer of Accommodation, you change your mind and notify the University by email at accommodation@keele.ac.uk of that fact, you will be released from the Licence Agreement, provided you move out and return your key within 24 hours of your email. If you exercise this right you will be charged only for the number of days (if any) you have occupied your Room at the nightly rate charged for your Room and your deposit will be returned in accordance with clauses 4.4 and 4.5 below.
- 3.2 Please note that the 7 day cooling off period only applies for 7 days after you have accepted the Offer of Accommodation (not from the date you move in) and it does not subsequently apply if you subsequently move to a different Room.
- 3.3 After the 7 day cooling-off period has passed, if you have not notified us by email that you have changed your mind or if you have not vacated your Accommodation within 24 hours of your email, you will not be permitted to cancel the Licence Agreement under this clause 3 and you will be financially responsible for the full Licence Fee for the Occupancy Period and for ensuring the contractual terms of the Licence Agreement which are your responsibility are met in full.

### 4. Licence Fee and Deposit

- 4.1 You will pay the Licence Fee and Deposit on the dates and in the instalments shown below:

ADVANCE PAYMENT: £450 payment to be in advance (made up of £150 refundable deposit and £300 advance payment on the first instalment of 40%)	Payment to be made by 31 <sup>st</sup> August 2020
1 <sup>st</sup> Instalment: 40% of total amount due as invoiced (less £300 advance payment)	Home/UK undergraduate students: Payment to be made by 2 <sup>nd</sup> October 2020  International undergraduate students: Payment to be made by 16 <sup>th</sup> October 2020  Postgraduate students: Payment to be made by: 1 <sup>st</sup> November 2020
2 <sup>nd</sup> Instalment: 40% of total amount due as invoiced	All undergraduate students: Payment to be made by: 15 <sup>th</sup> January 2021  All postgraduate students: Payment to be made by: 1 <sup>st</sup> February 2021
3 <sup>rd</sup> Instalment: 20% of total amount due as invoiced	All undergraduate students: Payment to be made by: 23 <sup>rd</sup> April 2021  All postgraduate students: Payment to be made by: 1 <sup>st</sup> May 2021

- 4.2 Individual invoices are sent out to 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/](http://www.keele.ac.uk/finance/income/paymentmethods/). On-line payment facilities are available via your own Evision account. The University reserves the right to add a late

payment fee (5% of the outstanding balance or a minimum of £25) to fees that have not been paid by the due date, to cover reasonable administrative expenses and loss of interest on amounts unpaid.

- 4.3 You will remain liable to pay the Licence Fee in full for the whole of the Occupancy Period, even if:
- 4.3.1 having accepted the Offer of Accommodation, you fail to move into the Accommodation, you vacate it before the end of the Occupancy Period or are absent from the Accommodation for any period. Please note that where any of these things occur due to any of the circumstances listed in clause 2.2 and you are entitled to terminate the Licence Agreement you will be liable to pay the Licence Fee up to the point you terminate the Licence Agreement (or leave the Accommodation, if later) and you will be entitled to a refund of part of the Licence Fee in accordance with clause 2.2;
  - 4.3.2 the Licence Agreement is terminated by us under any of clauses 17.1.2, 17.1.3 or 17.1.6. Please note that if the Licence Agreement is terminated by us under any of clauses 17.1.1, 17.1.4 or 17.1.5. you will be liable to pay the Licence Fee up to the point you vacate the Accommodation but you will not be liable to pay the Licence Fee for the whole of the Occupancy Period.
  - 4.3.3 If the Licence Agreement is terminated before the end of the Occupancy Period and you are still liable to pay the Licence Fee for the whole Occupancy Period under clause 4.3.1 or clause 4.3.2, you may be released from such liability if the University enters into a Licence Agreement in respect of the Accommodation with an alternative eligible student (being a full-time student who is registered on a course of study at the University, has not been prohibited from residing in University-owned accommodation, is not in debt to the University in relation to accommodation fees and is, someone who, in the reasonable view of the University is acceptable in the context of the Accommodation in question. In these circumstances, you will remain liable for the Licence Fee until the alternative eligible student enters into a Licence Agreement.
- 4.4 Your refundable Deposit of £150 is payable by the date specified on in clause 4.1. The Deposit is a security guarantee for lost keys, damage caused to the Accommodation and any outstanding accommodation-related debts (including late payment fees related to the Licence Agreement). At the end of the Occupancy Period the balance of the Deposit (if any) can be refunded to you or, if you have accepted an Offer of Accommodation for the next accommodation year, carried over to the following accommodation year. Any outstanding debts will be deducted from the Deposit before any balance is returned to you and you will remain liable for any sums outstanding which exceed the amount of the Deposit.
- 4.5 Subject to any deductions having been made in accordance with clause 4.4, 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 at the end of the occupancy period. 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.
- 4.6 Arrival before the occupancy start date is subject to availability. There is an additional charge for each night you use the room before the occupancy start date.

## 5. Outstanding Debts

- 5.1 If for any reason you are unable to pay the Licence Fee or any other sums due under the Licence Agreement (e.g. fines for damage, late payment fees, disciplinary fines which relate to offences that occurred within the Accommodation) by the due dates you must contact the Income Office **immediately** to discuss a payment plan. Where undisputed sums remain unpaid the University has the right to:
- 5.1.1 terminate the Licence Agreement in accordance with clause 17.1.6 and consequently require you to vacate your Room and the Accommodation during the Occupancy Period. If you do not leave your Room and the Accommodation voluntarily then an order for possession from the court will be obtained so that you can be legally evicted;

- 5.1.2 render you ineligible for accommodation in the future unless and until payment has been received by the due date or an acceptable arrangement for payment has been made with the Income Office;
  - 5.1.3 remove your right to pay any future accommodation fees by instalment;
  - 5.1.4 impose a late payment fee in accordance with clause 4.2
  - 5.1.5 prevent your attendance at any graduation ceremony, although students will still be permitted to receive their degree in absentia; and
  - 5.1.6 pursue collection of the outstanding debts through the legal process.
- 5.2 It is your responsibility to ensure that all fees are paid by the due date even where your fees may in practice be paid by a Sponsor.
- 5.3 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 your responsibility to ensure that all fees are paid by the due date to avoid the withdrawal of any allocated accommodation.

## **6. Use of the Property**

- 6.1 Your Accommodation 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 you or any other designated person for your Accommodation(if applicable).
- 6.2 You are not permitted to use your Room for any purpose other than as a study bedroom in connection with a course of study at the University.
- 6.3 For the avoidance of doubt you are not permitted to conduct or advertise any private profession, trade or business from your Room, the Accommodation, the Building, the Halls of Residence, the Building Grounds or the Communal Areas or to use them for any purpose which is illegal, or which contravenes the Regulations or the terms and conditions of the Licence Agreement.
- 6.4 You must not make any alterations or additions to your Room, the Accommodation, the Building, the Halls of Residence, the Building Grounds or the Communal Areas. You must not alter or change or install any locks to doors or windows in any of them nor have any additional keys cut or keycards made without the prior consent of the University.
- 6.5 You agree not to give keys to your Room, kitchen, Flat or Building to any other person.
- 6.6 You cannot keep pets or animals of any description in your Room, the Accommodation, the Building, the Halls of Residence, the Building Grounds or the Communal Areas. Registered Assistance dogs are permitted for which permission must be obtained in advance from the University.
- 6.7 You must not put anything harmful or which is likely to cause blockage in any pipes or drains, including cooking oil, rice, noodles or fat which should be put in the bin when it is cold.


## **7. Health & Safety**

- 7.1 You must not obstruct any entrances, common areas, area of refuge (safe waiting area for people unable to exit a building on their own in an emergency) and fire escape routes, including stairways and lifts or corridors within the Building or the University campus generally. You must not leave or store any items in corridors at any time.
- 7.2 You must comply with the Regulations at all times.
- 7.3 Barbeques and/or open fires are not permitted on campus and you must not start or use any except in the designated barbeque sites at the Halls of Residence (where

applicable, but please note that they are not permitted in the grounds of Keele Hall). This is to protect the safety of residents and buildings. Barbeque equipment and fuels must not be stored in the residential accommodation blocks (including the Room, the Flat, the Building or the Halls of Residence). All waste should be disposed of in the appropriate bins next to the barbeques in the designated barbeque sites. You must not take disposable barbeques inside the Building or any other building or remove or take outside any grill bars from cookers.

7.4 All electrical items brought into the Accommodation and the Building must be:

7.4.1 PAT tested and you must take it to be tested in your Halls of Residence common room on the date advertised at the start of each semester before using it;

7.4.2 CE kite marked ; and

7.4.3 fused to British Standard and with British plugs

and you must not use any electrical item in the Accommodation or the Building without complying with these requirements.

7.5 You are only permitted to use the following electrical appliances in the Room: bedside lamp, fairy lights (must be CE kite marked, purchased in UK and of the LED type), television, video, DVD player or recorder, radio, music systems, shavers, hair dryers/straighteners, calculators, mobile phone/chargers, laptops/tablets/chargers, 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 and for the avoidance of doubt, any such electrical items must comply with clause 7.4. Multi-gang sockets and extension leads are permitted providing they comply with clause 7.4 and have been purchased in the UK.

7.6 Save where they have been provided by the University in the kitchen areas, refrigerators and/or freezers are **NOT** permitted in the Accommodation, the Building or the Halls of Residence other than for a medical requirement. Permission must be obtained in advance from Disability Services, and such a request must be supported by medical evidence. Permission is not automatically given. Where permission is given, a small fridge is provided and this will be subject to the requirements set out in clause 7.4.

7.7 You must not take electrical items into bathrooms.

7.8 For your own safety you must not interfere or tamper with University services including electrical appliances, fixtures and fittings (including electronic doors).

7.9 You must not cook in your Room or any other study bedroom at any time and any equipment used for cooking in bedrooms will be confiscated. You must only cook in the kitchen area.

7.10 You must not leave cooking in the kitchen unattended.

7.11 You are **NOT** permitted to bring into or use in the Accommodation, the Building or the Halls of Residence any of the following items:

7.11.1 Deep fat fryers;

7.11.2 Heaters of any kind (unless supplied by the University);

7.11.3 Radio transmitters (eg. CB or shortwave);

7.11.4 Refrigerators/freezers (unless permitted for a medical requirement and permitted under clause 7.6);

7.11.5 Any items which have the potential for an exposed flame, e.g. candles, tea lights, oil lamps or oil/incense burners;

7.11.6 Lava lamps, joss sticks, sheeshas, hookahs, flammable liquids and gases;

7.11.7 Electrical items which do not comply with clause 7.4;

- 7.11.8 hazardous chemicals or drugs as listed in Keele University's Student Discipline procedure; and
- 7.11.9 Fireworks, Chinese lanterns or any other items which the University reasonably considers to be dangerous, including (without limitation) firearms, air-weapons, swords, knives, pen knives, martial arts weapons, and any other offensive weapons including paint-ball guns, BB or pellet guns, replica or ceremonial weapons (this list is not exhaustive). Being in possession of firearms, other weapons and explosives either real or imitation, on the University premises is a disciplinary offence under Regulation B.1 and may be a criminal offence: <https://www.keele.ac.uk/studentdiscipline/>

and any such items found in breach of this clause 7.11 will be removed. Save where such items fall within clause 7.11.8 or clause 7.11.9 such items will be returned, if requested, when (in the case of electrical items which do not comply with clause 7.4) they do comply with clause 7.4 or otherwise when they are going to be removed from the Halls of Residence.

- 7.12 Misuse of firefighting/detection equipment is **ILLEGAL, DANGEROUS and FORBIDDEN**. You must not misuse any firefighting/detection equipment and you will be disciplined for any such misuse including (but not limited to) misuse of fire extinguishers, fire doors, break-glass points and fire/smoke detectors in accordance with the Regulations. The consequences of such misuse are serious and you may be **FINED, EVICTED or FACE DISCIPLINARY PROCEDURES**. You will be charged for repairs needed to the equipment and any costs incurred for Fire Service attendance. You must not block open doors with wedges or any other items.
- 7.13 All student accommodation is non-smoking and you and your guests are not permitted to smoke (or lean out of windows smoking), or use electronic cigarettes in any part of your Accommodation, the Building or the Halls of Residence. You may only smoke outside. Please be considerate of other residents and their visitors when smoking outside the residence buildings. Do not smoke in doorways and you should dispose of cigarettes in the bins provided.
- 7.14 You must leave the Building immediately 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 under the Regulations. It is your responsibility to notify the Accommodation Services Manager or Resident Support Team for your Halls of Residence if at any time there is a known cause why you may not hear the fire alarm (e.g. due to medication) or if you are unable to evacuate the building safely and without assistance.
- 7.15 If you have a condition (temporary or permanent) that affects your ability to evacuate safely from your accommodation without using a lift, you must notify either Disability Services or Accommodation Services, so that we can ensure appropriate support is in place for you in the event of an emergency, such as a fire. A Personal Emergency Evacuation Plan (PEEP) may be devised. Where the University considers that a PEEP is required, you are expected to engage with this process. Failure to do so may result in disciplinary action being taken by the University under the Regulations.
- 7.16 You must ensure your Room, the Flat, the Building and the Halls of Residence are left secure at all times. For example, you must not leave doors open and you should lock your door and close windows when you leave your Room. Failure to do so will invalidate your insurance policy. You must not let people follow you into the Building.
- 7.17 Where any article has been removed due to a breach of this Licence Agreement, save where the possession of such article is a criminal offence or where we have handed to the Police, the University will, if requested, return it to the student on the termination of this Licence Agreement.
- 7.18 The use, possession or dealing of illegal or prohibited substances or associated paraphernalia, as identified in the Student Discipline Procedure – see <https://www.keele.ac.uk/studentdiscipline/> is forbidden and will be treated as a breach of University Regulations.

## 8. Your responsibilities

- 8.1 You must take all reasonable precautions to keep the Halls of Residence adequately ventilated and free from mould and other damage caused by excess condensation. You must not dry wet clothes in your Room.
- 8.2 You must comply at all times with the Regulations listed in the Glossary to these Terms and Conditions, including the University's Regulations which are available on the University's website under Regulations: [www.keele.ac.uk/regulations/](http://www.keele.ac.uk/regulations/)
- 8.3 You must promptly send to the Accommodation Services Manager for your Halls of Residence a copy of any communication you receive which is likely to affect the Room, the Flat, the Building or the Halls of Residence – for example any enforcement notices from any statutory body.
- 8.4 If you have any proceedings against you (including disciplinary, fitness to practise or fitness to study proceedings, criminal proceedings or injunctions) and they prohibit you from accessing residential accommodation on campus, you will not be allowed to return to the Halls of Residence as notified to you by the University without the permission of the Head of Accommodation.

## 9. Respect for Others

- 9.1 You must obey the Hall of Residence Rules relating to noise in your hall of residence. Noise must not cause a nuisance at any time – if it does, it is excessive and may result in disciplinary action being taken against you. You must 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.
- 9.2 Parties and excessive noise causing disruption to other residents are examples of disciplinary offences. You will be held responsible for any disturbance or damage caused by any visitors in your accommodation. You agree to obey the Hall of Residence Rules listed at the end of these Terms and Conditions. If you break any rules this will be considered a disciplinary offence, which will be referred to the Discipline Procedure and action may be taken against you.
- 9.3 You must keep your Accommodation in a clean state and to carry out a fair and reasonable share of cleaning in the Communal Areas for which you are responsible e.g. the kitchen. You agree that University staff may enter the accommodation in accordance with clause 13.
- 9.4 Where your Room, Flat or Communal Areas are found to be persistently dirty or unhygienic in the opinion of University staff, you will be asked to clean the area and the University reserves the right to charge reasonable costs for additional cleaning beyond normal requirements, and any related administrative costs. You may also incur damage charges or be referred to Student Discipline.
- 9.5 You must maintain a safe environment for the University's employees who may have to enter your Room, the Accommodation, the Building, the Halls of Residence or the Communal Areas, e.g. by ensuring the cables to personal electrical equipment are safe.
- 9.6 You agree to respect other people and their property. Incidents of threats, harassment, bullying, assault and theft or interference with the property of others will be considered very seriously and will result in action under the Student Discipline regulation: <https://www.keele.ac.uk/studentdiscipline/> and/or referral to the Police for their investigation.

## 10. Damage

- 10.1 You must report any damage/repairs required to your Room, the Accommodation, the Building or the Halls of Residence at the time of discovery.
- 10.2 You will be charged for the cost of repair to damage caused in your Room, or replacement cost of a missing item, damage caused to walls and doors, other than damage caused by reasonable wear and tear, the negligence of the University or its staff. Repairs and replacements are made according to standards required by the



University. It is important that you check the Inventory provided to you when you move in and report any discrepancies, damage or missing items within 48 hours of moving in in accordance with clause 1.2 as otherwise you may be charged for such damage or missing items.

- 10.3 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 applicable to the circumstances, as assessed by the Accommodation Services Manager who will notify the block residents about damage caused.
- 10.4 You must not cause deliberate damage to the Room, the Flat, the Building or the Halls of Residence. **Deliberately caused damage may result in a fine being issued to the perpetrator(s) in addition to the damage charge and disciplinary action being taken.**
- 10.5 Damage discovered by a member of University staff, or reported by a Building resident will be directly investigated by the Accommodation Services Manager of the Hall. Where the perpetrator of the damage cannot be identified there will be an investigation by the Accommodation Services Manager and all occupants within the Building (or part therein) may be liable to pay a proportion of the communal damage charge. Charges are issued following investigation and discussion with the Accommodation Services Manager.
- 10.6 Notification of any charge resulting from damage will be made to you 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.

## 11. Other

- 11.1 If you have a television, or watch television via your computer, including iPlayer, you must buy 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.
- 11.2 Guests and Visitors - If you wish to have a guest stay overnight you must book them in for a maximum of 3 nights in any one week and there must be a break of at least 3 nights between visits, in accordance with the Guest procedure available in the A- Z section on the University's Accommodation web pages. No guests under 18 years of age are permitted to stay in the Halls of Residence. You are responsible for the behaviour of your guests and you are responsible for any damage that they may cause or any breach of the Regulations caused by them.
- 11.3 You agree that the University may remove or exclude any visitor from the Halls of Residence or any other part of the University where the University has reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons or themselves.
- 11.4 Your personal property will not be covered by the University's general insurance policy. A core level of contents insurance cover is, however, provided for all campus rooms via ENDSLEIGH Insurance Services. It is your responsibility to check the policy schedule to check whether the cover provided is sufficient for your needs. If required, additional levels of cover are available via Endsleigh Insurance Services at your own cost. Please see the A-Z section on the University's accommodation web pages.  
  
The insurer may vary the terms of cover from time to time and you should check the summary of cover at the start of each occupancy period and arrange to buy any additional cover that you think you need direct with the insurer. Only items belonging to you will be covered by the insurance provider.
- 11.5 If you store your bicycle in one of our cycle storage areas it is covered by your basic room contents insurance. At the end of the academic year it is your responsibility to remove the bicycle and return the cycle store key (where applicable) to the Student Accommodation Office. Any bicycle not removed by 31<sup>st</sup> July in the year in which your Occupancy Period ends, or within 7 days for students with a 51 week tenancy, will be disposed of without liability on the part of the University.

- 11.6 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 is defined in the Data Protection Act 1998 or the General Data Protection Regulation) 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).
- 11.7 The University may temporarily suspend use of the common parts of the halls of residence, e.g. halls common room, if they are not kept in a clean and tidy condition by the students using them.
- 11.8 Alcohol is NOT permitted in the halls common rooms.
- 11.9 The pictures shown in promotional materials and the accommodation you may have visited during University open days or visits are generally representative of the type of University accommodation on offer but there may be variations to these. The nature of the Room allocated to you is as described in the Offer of Accommodation.
- 11.10 Student Ambassadors and Resident Advisers may be required to open their rooms for viewing on Offer Holder and Open Days (up to 5 per year) as requested between 0900 and 1600 hrs. The University reserves the right to move a student if they become unable to open the room on dates given, unless there are extenuating circumstances.

## 12. Relocation to a different Room

- 12.1 If you wish to exchange your Room permanently with another student in University accommodation you should contact the Student Accommodation Office for prior written permission (which is at the discretion of the University). **Students must not exchange rooms with another student without written permission from the University.**
- 12.2 The University reserves the right to require you to move to a suitable alternative Room, whether on a temporary or permanent basis, in the following circumstances:
  - 12.2.1 if you are in material and/or persistent breach or suspected breach of any of the terms of the Licence Agreement; or
  - 12.2.2 if in the reasonable opinion of the University you are causing significant disturbance, distress, inconvenience to any member of staff, other students or other occupiers of the premises or if the University reasonably considers, 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; or
  - 12.2.3 if in the University's reasonable opinion you are likely to damage the property; or
  - 12.2.4 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 the University will provide a room of a similar size with similar facilities but unadapted;
  - 12.2.5 if the University needs to carry out alterations or building works to your Room, the Accommodation, the Building or the Halls of Residence as a result of damage or the general condition relating to the accommodation that, in the opinion of the University, makes it unfit for occupation;
  - 12.2.6 for any other reasonable management or operational reason which may include for example to carry out improvements to your Room, the Accommodation, the Building or Halls of Residence;

and we try to give you not less than 7 days' notice of such relocation although in some circumstances this may not be possible (for example in the case of an emergency).

If the University exercises its right to relocate you to an alternative Room under clause 12.2 this does not limit the University's rights to suspend you under clause 16 and/or terminate the Licence Agreement under clause 17.

- 12.3 If you relocate to an alternative Room during the Occupancy Period because you have requested to transfer to an alternative Room and the University has agreed to that transfer you will become liable to pay a revised Licence Fee from the date you move into your new Room. This will be the Licence Fee usually charged for the Room you have moved into, whether it is higher or lower than the Licence Fee you paid for your previous Room.
- 12.4 If you move to a new Room during the Occupancy Period because the University has decided to relocate you to an alternative Room for any reason under clause 12.2 or as otherwise provided under this Licence Agreement, you will continue to pay the same Licence Fee as you paid in relation to your previous Room unless the Room you move to is usually charged at a lower Licence Fee, in which case you will pay the lower Licence fee from the date you take occupation of your new Room.
- 12.5 If you move to a new Room during the Occupancy Period under this clause 12 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. If you do not return your keys to the Room from which you have transferred by that date, the University may (in addition to the Licence Fee for your new Room) make a charge equivalent to the nightly rate for your former Room per day from the date on which you transferred to your new Room until the return of your keys to your former Room to Student Accommodation Office.

### **13. The University's right to access**

- 13.1 University staff require reasonable access to the Accommodation (including, for the avoidance of doubt, your Room). The University will endeavour to give at least 24 hours' notice of such access, where possible and at reasonable times. In some situations this may not be possible or appropriate, e.g. in the event of an emergency, in relation to matters regarding health and safety or where a serious breach of the Licence Agreement is suspected.
- 13.2 You agree that University staff may enter your Accommodation to clean, inspect and repair or for any other reasonable purpose and to make periodic inspections and you will not obstruct such access. Such other reasonable purpose may include:
  - 13.2.1 where the University has reasonable concerns that you are in breach of the terms of the Licence Agreement (including, without limitation, a breach of the Regulations), for example by bringing drugs or other prohibited items into the Accommodation or interfering with fire equipment; or
  - 13.2.2 or where the University has reasonable concerns for your welfare.

However, the University will not unreasonably interfere with your privacy.
- 13.3 The University reserves the right to enter and search any area within the Halls of Residence in the interests of meeting its obligations under current legislation and for any Health & Safety matter: <https://www.keele.ac.uk/dohs/>

### **14. The University's Responsibilities**

- 14.1 An offer of University accommodation is subject to these Terms and Conditions and to the Hall of Residence Rules set out in the annex to these Terms and Conditions and the Regulations.
- 14.2 The University cannot be held liable for any failure or interruption to services or facilities or for any loss occurring from such a failure or interruption unless caused by its own negligence.
- 14.3 The University will not disclose personal information obtained from you, except as permitted by clause 11.7 of this contract or where there is serious risk of harm to you, to others or the University's property.
- 14.4 The University will provide the following services with reasonable skill and care:

- 14.4.1 The University will provide accommodation that is maintained to a reasonable standard and complies with health and safety regulations from time to time in force;
- 14.4.2 The University will ensure that the furniture provided is of a reasonable standard and complies with current health and safety requirements;
- 14.4.3 The University will ensure that Communal Areas and bathrooms are cleaned on a regular basis.
- 14.4.4 The University will carry out an inspection programme of accommodation to ensure standards are maintained.
- 14.4.5 The University will carry out any repairs within reasonable time limits (taking into account the nature of the repairs required in each case).
- 14.5 The University has the right to refer any allegedly criminal offence to the police.

## 15. Notices under this Licence

- 15.1 Any notice under this Licence must be in writing and must be delivered personally or sent by pre-paid first-class post or special delivery or recorded delivery to the recipient at the following address:
  - 15.1.1 notices to the University – the address given in the [Offer of Accommodation]; and
  - 15.1.2 notices to the Student – the Room at the relevant Flat/House at the relevant Residence which is allocated to the Student and also to the current alternative contact address which you must provide to the University (and update as necessary from time to time)
- 15.2 Any notice is deemed to have been duly received:
  - 15.2.1 if delivered personally, when left at the relevant address under clause 15.1.2; or
  - 15.2.2 if sent by pre-paid first-class post or special delivery or recorded delivery, at 12pm two working days after posting.
- 15.3 A notice under this Licence cannot be validly given if sent by e-mail. However, the party serving the notice can send a copy of the notice to the recipient's email address given in the Particulars to this Licence.

## 16. The University's right to temporarily suspend your right to occupy

- 16.1 In addition to the University's right to relocate you to alternative accommodation pursuant to clause 12 and its right to terminate the Licence Agreement pursuant to clause 17, the University reserves the right to temporarily suspend this Licence Agreement and require you to vacate your Room and the Accommodation immediately in the event of a serious breach and/or persistent breach of your obligations under the Licence Agreement (which for the avoidance of doubt includes committing a breach of the Regulations which gives rise to suspension from the University) or if we reasonably suspect you to be in serious breach and/or persistent breach of your obligations under the Licence Agreement.
- 16.2 The University will only exercise its right to suspend this Agreement pursuant to clause 16.1 if, in the reasonable opinion of the University, you or your invited guests:
  - 16.2.1 present a risk or threat to the health, safety and/or well-being of yourself, other residents, University staff and/or any other person and/or present a threat to the reputation of the University; and/or
  - 16.2.2 are the subject of any criminal investigations (whether or not you have been arrested and whether or not they have been concluded); and/or

16.2.3 cause criminal damage to any property belonging to the University, other residents, University staff and/or any other person

and where any investigations or proceedings (whether by way of a criminal investigation or under the University's own procedures) are ongoing such temporary suspension will be a neutral act which is not intended to prejudice the outcome of such investigations or proceedings.

- 16.3 Any decision to suspend you will be made by the University acting reasonably and taking into consideration the nature of the concern and the impact on the other residents in the Halls of Residence. For the avoidance of doubt, you will not be permitted to occupy the Accommodation until such time as any disciplinary proceedings under the University's Disciplinary Procedure and/or criminal proceedings or investigations (if relevant) have concluded and the University (based on the findings of those procedures, proceedings or investigations) has concluded that the breaches and grounds set out in clauses 16.1 and 16.2 do not apply.
- 16.4 If the University exercises its right to suspend you under clause 16, this does not limit the University's right to relocate you under clause 12 and/or to terminate the Licence Agreement under clause 17

## **17. The University's right to terminate this Licence Agreement**

- 17.1 The University may terminate the Licence Agreement before the end of the Occupancy Period in the following circumstances:
- 17.1.1 if you stop being a [full time] registered student at the University or if you are otherwise legally required to do so;
- 17.1.2 if you are made bankrupt;
- 17.1.3 if the University reasonably considers, 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;
- 17.1.4 if the Accommodation, Building or Halls of Residence are severely damaged through no fault of your own and is, in the reasonable opinion of the University, deemed unfit for occupation;
- 17.1.5 if the University is unable (for reasons outside of its control and through no fault of your own) to continue to provide the Accommodation, Building or Halls of Residence e.g. due to permanent loss of power or structural damage;
- 17.1.6 if you are in material and/or persistent breach of any of the terms of the Licence Agreement.

In the event of the circumstances described in clauses 17.1.3 or 17.1.6 arising the University, acting reasonably, will consider whether the appropriate course of action is relocation under clause 12, suspension under clause 16 or termination under this clause 17. In considering this, the University will take into account the seriousness of the circumstances, the impact on you and the impact on other residents and students.

- 17.2 The University will give you reasonable notice (taking into account the particular circumstances) of termination of the Licence Agreement. The notice period set out in the notice to terminate will not normally be less than four weeks, but it may be as little as 24 hours in the case of a serious or persistent breach of the Licence Agreement or in the circumstances where, by reason of your conduct, the University reasonably considers that it is necessary to terminate the Licence Agreement in order to protect the welfare of other staff, students or occupiers of University accommodation or for health and safety reasons.
- 17.3 The termination of this Licence Agreement will not affect either party's claim for any loss or damage caused by any previous breach of the Licence Agreement.
- 17.4 If you do not leave the premises voluntarily upon expiry of the University's notice to terminate 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, issue of proceedings, and enforcement of legal proceedings. Interest may also be charged.

## 18. **Vacating the property**

- 18.1 At the end of the Occupancy Period (or if you transfer to a different Room during the Occupancy Period, when you vacate your old Room) you must give the University vacant possession of your Room and your Room and associated Communal Areas must be cleared of all your belongings and rubbish and left in the same state of cleanliness as on the day you moved in. All key/s must be 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 the full rate equivalent nightly rate for your Room until the Room is cleared and the key/s returned.
- 18.2 After you have vacated your Room, 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. This inspection will be checked against your Inventory from when you moved in. 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 and you will be liable for any additional costs which exceed the amount of your Deposit. If, in the opinion of University staff, your Room has not been left in a reasonable condition, the University reserves the right to charge reasonable costs for additional cleaning, and any related costs incurred.
- 18.3 If your personal belongings and property, including bicycles, cars, clothing, furniture, foodstuffs, books and University coursework are not removed from the Halls of Residence by the end of the Occupancy Period, they will be removed and subsequently disposed of without liability on the part of the University. The University reserves the right to charge for the costs of removal of student belongings that have been left in the Halls of Residence.

## 19. **Alternative Dispute Resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may wish to contact the office of The Independent Adjudicator (OIA) for Higher Education.

## Annex A - 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. Information about the discipline procedure can be found at: [www.keele.ac.uk/studentdiscipline](http://www.keele.ac.uk/studentdiscipline)

**Ball Games:** All ball games are prohibited except on University playing fields.

**Bathrooms:** Bathroom should be left clean and tidy. Rinse out showers/baths and turn off lights. Windows should be opened when showers and baths are in use and closed at night. Extractor fans should not be switched off.

**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. No perishable foods should be kept in study bedrooms and you must only prepare and cook food in the kitchens, not in other parts of the building. Students should ventilate their bedroom for 30 minutes each day to help prevent mould caused by condensation.

**Bicycles:** Bicycles must not be kept in study bedrooms or in residential blocks. Secure storage facilities are available and keys to these facilities can be obtained from the Student Accommodation Office on payment of a deposit. Bicycles are left at your own risk and you may wish to increase the basic insurance cover provided in your room insurance and use a good quality lock to reduce the risk of theft. Sold-Secure approved cycle locks are on sale at cost price in the Students' Union shop. Bicycles should not be attached to railings.

**Drugs:** The use, possession or dealing of illegal substances or associated equipment is forbidden and will be treated as a serious disciplinary offence: <http://www.keele.ac.uk/discipline>

**Fire Safety:** You must ensure that cookers and grill pans 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 dealt with under the University's disciplinary procedures. It is your responsibility to ensure that stairways, corridors and all fire exits remain clear at all times. Cooking must not be left unattended. Take extra care when frying or grilling. In the event of a fire breaking out, for your own safety DO NOT attempt to fight the fire, close the door, raise the alarm and evacuate the building.

**Harassment:** Harassment of students, members of the University and visitors will not be tolerated – see: [www.keele.ac.uk/bullyingandharassment/](http://www.keele.ac.uk/bullyingandharassment/) This includes sexual violence – see: [www.keele.ac.uk/sexualviolence/](http://www.keele.ac.uk/sexualviolence/)

**Keele Cards:** Students are reminded that they need to produce their identity card (Keele card) for examination by any member of University staff during their course of duty.

**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. Kitchen doors should be locked when not in use and windows closed at night. Electrical items must be British Standard, PAT tested and cookware must only be used in kitchens. Fridges and freezers should be defrosted regularly. Perishable items should be stored appropriately.

**Meetings:** You may be requested to attend meetings called by the Accommodation Services Manager, Residence Support Team, Student Discipline Team, 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 the Security team.

**Parties:** You cannot hold parties in the Halls of Residence, except in the student bars, without permission.

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

**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. Tampering with an electronic door is a discipline offence.

**Smoking or the use of electronic/vaporised cigarettes:** These are not permitted within the halls of residence and there are serious consequences for persons discovered smoking or using an electronic/vaporised cigarette. You should not smoke in doorways and always use the cigarette bins provided.



## GLOSSARY

**"Accommodation" Means** the Room and in the case of a shared Flat or House, all shared areas in that Flat or House.

**"Accommodation Office"** Means Student Accommodation Office, Barnes Hall, Y Block, Keele University, Newcastle under Lyme ST5 5BG

**"Building"** Means the specific House or block of Flats within which the Room is located.

**"Building Grounds"** Means the external areas of the Building (or group of Flats and/or Houses where the Building is one of several) which are owned or managed by the University including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Building(s).

**"Communal Areas"** Means the Building Grounds, all stairwells, corridors, landings and entrance halls within the Building and any shared kitchens and/or bathrooms in the Building but not any shared kitchens and/or bathrooms within a shared Flat or House.

**"Deposit"** means the security deposit of £150 you will pay as set out in the Offer of Accommodation.

**"Flat"** Where applicable, means the shared flat within which the Room is located.

**"Halls Office"** means the office location of your Accommodation Services Manager.

**"Halls of Residence"** Means the halls of residence within which the Room is located.

**"House"** Where applicable, means the shared house within which the Room is located.

**"Income Office"** Means R. H. Tawney Building, Keele University, Newcastle under Lyme ST5 5BG.

**"Inventory"** Means the list of furniture and equipment at the Accommodation which you complete when you arrive at the Accommodation.

**"Licence Agreement"** Means the contract between the University and you relating to the Accommodation and comprising:

- (a) these Terms and Conditions;
- (b) the Offer of Accommodation; and
- (c) the Regulations.

**"Licence Fees"** Means the charges for your occupation of the Accommodation as stated in the Offer of Accommodation.

**"Occupancy Period"** Means the period during which you will occupy the Accommodation starting and ending on the dates stated in the Offer of Accommodation (and which may be a single period or several periods with breaks) unless this Licence Agreement ends earlier in accordance with the terms of this Licence Agreement.

**"Offer of Accommodation"** Means the document (whether by e-mail or otherwise) headed "Offer of Accommodation" which contains details of the type of the Accommodation being offered to you, the Occupancy Period and the Licence Fees and Deposit payable by you.

**"Relevant Policies and Regulations"** means the University's policies, codes of practice/conduct and regulations which relate specifically to student behaviour. For the academic year 2019/20, these are:

Regulation B.1 Student Discipline - <https://www.keele.ac.uk/regulations/regulationb1/>

Regulation B.2 Temporary Exclusion - <https://www.keele.ac.uk/regulations/regulationb2/>

**If you are unable to access these links, please contact the Accommodation Office before accepting the Offer of Accommodation and we will send you a copy of the Regulations so that you can read these before entering into the Licence Agreement.**

**“Room”** Means a room at the Building that will be allocated to you or such alternative room that you are located to under the terms of this Licence Agreement

**“Sponsor”** Means any person or organisation who is paying all or part of your Licence Fees.

**“Terms and Conditions”** Means this document.

In these Terms and Conditions “you” means the person entering into the Licence Agreement and the expression “your” should be read accordingly. In these Terms and Conditions “the University” means Keele University.