

**Contractual Fixed Term Licence Agreement: Terms and Conditions of the Licence to occupy residential accommodation (“Licence Agreement”)**

The terms of this Licence Agreement comprise:

1. The express terms stated within this Licence Agreement, including the Appendices; and
2. The Offer of Accommodation.

Together, these documents set out your rights and responsibilities and our rights and responsibilities. This Licence Agreement is a legally binding document.

Students are reminded that they are also obliged to comply with 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 Student Accommodation Team before accepting the Offer of Accommodation.

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

- The University retains control, possession and management of the Accommodation and You have no right to exclude the University from the Accommodation, or any part of it.
- The term ‘Accommodation’ is defined within the Glossary appended to this Licence Agreement and is:
  - 
  - Such room or rooms as shall be allocated to you (at the University’s sole discretion) from time to time.
  - This means that the University, in its sole discretion (i.e., without your further agreement or input) may move you to any different type of room in any different location at any time during the period of this Licence Agreement.
  - If the University decides to move you, except in cases of an emergency, it will give you at least 7 days’ notice of the same.
  - If you fail to co-operate with the University by the deadline given, the University may (in addition to any other rights the University has under the terms of this Licence Agreement):
    - Consider your actions a breach of your obligations and invoke its rights to terminate this Licence Agreement; and/or
    - Instruct contractors or agents to move your possessions from one room to another and seek recovery of the cost of the same from you.

- You are not permitted to transfer your rights under the Licence Agreement or sub-let the Accommodation or permit or allow any other person to occupy or share occupation of the Accommodation.
- The University may access the Accommodation at any time.

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 (e.g., a disability, allergy or other special requirement) please contact the Student Accommodation Team 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 its terms, which includes paying the Licence Fee for the full Occupancy Period regardless of whether or not you take up occupation of the Accommodation and/or whether you occupy the Accommodation for the full Occupancy Period and/or any part of it.**

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

This Licence Agreement contains 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 this Licence Agreement which explains the legal meaning of these words.

Within the Licence Agreement, reference to the University includes the University, its employees or approved contractors and representatives.

Within the Licence Agreement, any obligations on you not to do a certain thing, includes an obligation on you not to permit or allow that thing to be done by any of your visitors and you will be held responsible for the actions of your visitors.

## 1. Your Accommodation

- 1.1 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 Accommodation is as described in the Offer of Accommodation.
- 1.2 Within 48 hours of keys to the Accommodation being issued to you, you will need to check the Inventory via the Accommodation Portal and note any alleged discrepancies, damage or missing items. Failure to do so may result in you being charged for such damage or missing items at the end of the Occupancy Period if you are unable to prove that the damage was not caused by you or your visitors.

## 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, except where it has been agreed in writing by the University (at the University's sole discretion) that you may do so.
- 2.3 The University reserves the right to terminate this Licence Agreement during the Occupancy Period in accordance with the terms of this Licence Agreement.

### 3. Licence Fee and Deposit

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

ADVANCE PAYMENT	Payment due date for September arrivals:	Payment due date for January arrivals:
£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 August 2023	As soon as possible after acceptance.
<p>1<sup>st</sup> Instalment: For September arrivals: 40% of total amount due as invoiced (less £300 advance payment)</p> <p>For January arrivals: 50% of the total amount due as invoiced (less £300 advance payment)</p>	<p>Home/UK undergraduate students: Payment to be made by: 29 September 2023</p> <p>International undergraduate students: Payment to be made by: 13 October 2023</p> <p>Postgraduate students: Payment to be made by: 1 November 2023</p>	<p>All undergraduate students: Payment to be made by 12 January 2024</p> <p>All postgraduate students: Payment to be made by 1 February 2024</p>
<p>2<sup>nd</sup> Instalment: For September arrivals: 40% of total amount due as invoiced</p> <p>For January arrivals: 50% of the total amount due as invoiced</p>	<p>All undergraduate students: Payment to be made by: 12 January 2024</p> <p>All postgraduate students: Payment to be made by: 1 February 2024</p>	<p>All undergraduate students: Payment to be made by: 19 April 2024</p> <p>All postgraduate students: Payment to be made by: 1 May 2024</p>
<p>3<sup>rd</sup> Instalment: 20% of total amount due as invoiced</p>	<p>All undergraduate students: Payment to be made by: 19 April 2024</p> <p>All postgraduate students: Payment to be made by: 1 May 2024</p>	

3.2 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 where the Licence Fee has been outstanding for 14 days or more after falling due.

3.3 You will remain liable to pay the Licence Fee in full for the whole of the Occupancy Period, even if:

3.3.1 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.

3.3.2 the Licence Agreement is terminated by the University under Clause 14 of this Licence Agreement.

3.4 The Deposit is a security guarantee for lost keys, damage caused to the Accommodation and any outstanding accommodation-related debts (including any Late Payment Fees). 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.

- 3.5 Subject to any deductions having been made in accordance with clause 3.4, 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 Accommodation 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.
- 3.6 Arrival before the start of the Occupancy Period is subject to availability. There is an additional charge for each night you use the Accommodation before the start of the Occupancy Period.

#### 4. **Outstanding Debts**

- 4.1 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 sums remain unpaid the University has various rights, including but not limited to:
- 4.1.1 terminate the Licence Agreement in accordance with Clause 14 of this Licence Agreement.
  - 4.1.2 render you ineligible for accommodation in the future and/or withdraw any right to any future allocated accommodation; unless and until payment has been received or an acceptable arrangement for payment has been made with the Income Office;
  - 4.1.3 remove your right to pay any future accommodation fees by instalment.
  - 4.1.4 impose a Late Payment Fee.
  - 4.1.5 prevent your attendance at any graduation ceremony, although students will still be permitted to receive their degree in absentia; and
  - 4.1.6 pursue collection of the outstanding debts through the legal process.
- 4.2 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. **Use of the Property**

- 5.1 The 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).
- 5.2 You are not permitted to use the bedroom of the Accommodation for any purpose other than as a study bedroom in connection with a course of study at the University.
- 5.3 For the avoidance of doubt, you are not permitted to conduct or advertise any private profession, trade or business from 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 this Licence Agreement.
- 5.4 You must not:
- 5.4.1 make any alterations or additions to any part of; or
  - 5.4.2 alter, move or in any other way interfere with any items of furniture within; or
  - 5.4.3 bring any large items of furniture, including but not limited to: mattresses and desk chairs, into the Accommodation, the Building, the Halls of Residence, the Building Grounds or the Communal Areas 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 the items must be flame retardant.

- 5.5 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 key cards made without the prior written consent of the University and you agree not to give keys to any other person.
- 5.6 You cannot keep pets or animals of any description in the Accommodation, the Building, the Halls of Residence, the Building Grounds or the Communal Areas except for Registered Assistance Dogs, for which permission in writing must be obtained in advance from the University.
- 5.7 You must not put anything harmful, or which is likely to cause blockage in any pipes or drains (including but not limited to cooking oil, rice, noodles or fat, all of which should be put in the bin once cold).

## 6. Health & Safety

- 6.1 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. You must comply with the Regulations at all times.
- 6.2 Barbeques and/or open fires are not permitted except at designated barbeque sites, which may be allocated from time to time at the sole discretion of the University; and will be clearly marked and identified by the University. Barbeque equipment and fuels must not be stored in any residential areas. All waste should be disposed of in the appropriate bins at 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.
- 6.3 All electrical items brought into the Accommodation and the Building must, **before being used by you**, be:
  - 6.3.1 PAT tested by contractors/employees/agents of the University, as follows:
    - 6.3.1.1 Testing will take place, once per semester at a location/date/time as shall be notified to you by the University; by email.
    - 6.3.1.2 All electrical items must be tested at least once per year.
    - 6.3.1.3 All electrical items must be tested at the earliest opportunity, as follows:
      - (a) During the first semester you are on University campus, those items must be tested on the first available date in that semester.
      - (b) For items brought onto campus after the date at 6.3.1.3(a) above, on the first available date following the items being brought onto the University campus.
    - 6.3.1.4 You are responsible for ensuring that all relevant items are taken to the correct location on the date and time for testing.
  - 6.3.2 CE or kite marked ; and
  - 6.3.3 fused to British Standard BS1363 and with British plugsand you must not use any electrical item in the Accommodation or the Building without complying with these requirements.
- 6.4 You are only permitted to use the following electrical appliances in the Accommodation: bedside lamp, battery operated fairy lights (must be CE kite marked, purchased in UK and of the LED type), television, radio, shavers/toothbrushes, hair dryers/straighteners, calculators, mobile phone/chargers, laptops/tablets/chargers, clocks, irons, personal

computers and printers, music systems/speakers, assistive technology for disabled students and such other appliances as may be specifically approved in writing by the University. For the avoidance of doubt, any such electrical items must comply with clause 6.3. Multi-gang sockets and extension leads are permitted providing they comply with clause 6.3 and have been purchased in the UK.

- 6.5 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 will be provided to you by the University. Once in receipt, you are responsible for ensuring that the said fridge complies with the requirements set out in clause 6.3 above.
- 6.6 You must not take electrical items into bathrooms.
- 6.7 You must not interfere or tamper with University services or equipment including but not limited to electrical appliances, fixtures and fittings, electronic doors or door systems (including but not limited to propping doors open).
- 6.8 You must not cook, or use any equipment typically designed to be used for cooking, in any location other than designated kitchen or barbeque areas. Any equipment moved or brought into any rooms other than designated kitchens or barbeque areas will be confiscated by the University without notice.
- 6.9 You must not leave cooking in the kitchen unattended.
- 6.10 You are **NOT** permitted to bring into or use in the Accommodation, the Building or the Halls of Residence any of the following items:
  - 6.10.1 Additional kitchen appliances, including but not limited to; Deep fat, or air fryers; microwaves or grills of any kind.
  - 6.10.2 Heaters of any kind (unless supplied by the University);
  - 6.10.3 Radio transmitters (e.g., CB or shortwave);
  - 6.10.4 Any items which have the potential for an exposed flame (including but not limited to candles, tea lights, oil lamps or oil/incense burners);
  - 6.10.5 Any Lights and decorations including but not limited to Christmas (and other religious or customary holidays) are **NOT** permitted in the kitchen, corridors, or staircases within the accommodation. This includes but is not limited to: Christmas trees (real or artificial), mains powered lights of any kind, decorative streamers, tinsel, paper decorations, Christmas or other religious or customary holiday greeting cards.

If you wish to install Christmas (and other religious or customary holiday) lights and decorations in your bedroom then the following items are permitted:  
Artificial Christmas tree proportionate to the size of the room and positioned clear of the exit routes, LED battery powered lights, fire retardant decorations
  - 6.10.6 Lava lamps, joss sticks, sheeshas, hookahs, flammable liquids and gases or other similar items;
  - 6.10.7 Electrical items which do not comply with clause 6.3;
  - 6.10.8 Any items that the University, in its sole discretion, considers to cause a risk of fire.
  - 6.10.9 Hazardous chemicals or drugs as listed in Keele University's Student Discipline procedure;
  - 6.10.10 Fireworks, Chinese lanterns or any other items which the University considers (in its sole discretion) to be a health and safety risk and/or

dangerous, including but not limited to 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/> .

- 6.10.11 Refrigerators and/or freezers other than in accordance with clause 6.5.
- 6.11 Any items found in breach of clause 6.10 will be removed without notice and:
  - 6.11.1 May be surrendered to the local Policing team; or
  - 6.11.2 May be held by the University for a period of up to 28 days, during which time:
    - 6.11.2.1 Where clause 6.10.7 applies; until such time as such electrical items do comply with clause 6.3, at which point you may ask for them to be returned; or
    - 6.11.2.2 You may ask for the items to be returned to allow you to remove them from the University campus (evidence of the removal of the same will be required);
  - 6.11.3 The University may dispose of any such items, if:
    - 6.11.3.1 They fall under clauses 6.10.9 or 6.10.10 (and they have not been surrendered by the University to the Local Policing Team); or
    - 6.11.3.2 You do not request, in writing, the return of the items, within 28 days of the date of confiscation.
- 6.12 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.
- 6.13 All student accommodation is non-smoking, and you and your visitors are not permitted to smoke (or lean out of windows smoking) or use electronic cigarettes in any part of the 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.
- 6.14 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 Student Services 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.
- 6.15 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 Student Services, so that the University 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.
- 6.16 You must ensure the Accommodation, 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 the Accommodation. Failure to do so may invalidate insurance policies. You must not let people follow you into the Building.

6.17 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 this Licence Agreement.

## 7. Your responsibilities

7.1 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 textile items in the Accommodation.

7.2 You must comply at all times with the Regulations listed in the Glossary to this Licence Agreement 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/)

7.3 You must promptly send to Student Services a copy of any communication you receive which is likely to affect the Accommodation, the Flat, the Building or the Halls of Residence – for example, any enforcement notices from any statutory body.

## 8. Respect for Others

8.1 Noise must not cause a nuisance at any time – if it does, it 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.

8.2 You must keep your Accommodation in a clean and tidy state and free from any hazards which may present a safety risk to other students or employees of the University. If, in the sole opinion of the University, the Accommodation is not in an acceptable condition of cleanliness then (without prejudice to, and reserving any other enforcement rights the University has under the terms of this Licence Agreement):

8.2.1 The University may temporarily suspend use of the affected areas;

8.2.2 The University may give you notice to remedy the issues within a specific period of time;

8.2.3 The University may seek recovery of its reasonable charges incurred in taking steps to remedy any issues (including but not limited to cleaning charges).

8.3 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.

## 9. Damage

9.1 You must report any damage/repairs required to the Accommodation, the Building or the Halls of Residence at the time of discovery.

9.2 If the Accommodation (or any part of it) and/or any of the items listed on the Inventory become damaged; then (unless the damage has been caused by reasonable wear and tear and/or the actions or negligence of the University or its staff); you may be charged for the cost of repair or replacement. Deliberate damage may result in disciplinary action being taken in accordance with the Regulations.

9.3 The cost of repairing or replacing damaged items in Communal Areas may be apportioned between two or more students with a right to use such areas. Any such apportionment will be determined at the sole discretion of the University.

## 10. Other

10.1 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.

- 10.2 The University reserves the right to exclude any person visiting the Accommodation or any part of the University campus at any time. If you wish to have an overnight visitor at the Accommodation:
  - 10.2.1 This may be permitted at the sole discretion of the University;
  - 10.2.2 You must comply with the visitor procedure which can be found here: <https://www.keele.ac.uk/accommodation/otheraccommodation/guestaccommodation> and obtain permission beforehand;
  - 10.2.3 All visitors must be over the age of 18;
  - 10.2.4 Such visitors must be booked in via the Accommodation Portal; and may stay for a maximum of 3 nights in any one week and there must be a break of at least 3 nights between visits;
  - 10.2.5 You are responsible for ensuring that visitors comply with the obligations on you contained within this Licence Agreement. If they breach the terms of this Licence Agreement; action may be taken against you.
- 10.3 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 accommodations via a reputable insurance company. It is your responsibility to check the policy schedule to ensure that the cover provided is sufficient for your needs (please note that these terms may be varied from time to time). If required, additional levels of cover are available via the insurance company at your own cost. Please see the A-Z section on the University's accommodation web pages.
- 10.4 If you store your bicycle in one of our cycle storage areas, it is covered by your basic Accommodation 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 Accommodation Team. Any bicycle not removed within 7 days of the date of termination of this Licence Agreement (by whatever means), may be disposed of without liability on the part of the University.
- 10.5 By agreeing to the terms and conditions of this Licence Agreement, you acknowledge that the University will hold and process your personal data, including some sensitive personal data (e.g., data relating to disability, health and criminal convictions). The University will hold and process this data in accordance with its obligations as a Data Controller under data protection legislation and also in accordance with our Data Protection Policy in the Policy Zone: <https://www.keele.ac.uk/policyzone/>

Further information on how the University will process your personal data can be found in our Student Privacy Notice together with your connected rights: <https://www.keele.ac.uk/privacynotices/privacynotice-students/>
- 10.6 Alcohol is NOT permitted in the Common Rooms
- 10.7 Student Ambassadors and Resident Advisers may be required to open their Accommodation for viewing on certain days (including but not limited to) Applicant Visit and Open Days as requested between 0900 and 1600 hrs. The University reserves the right to move a student if they become unable to open the Accommodation on dates given unless there are extenuating circumstances.

## 11. The University's right to access

- 11.1 The University reserves the right to access the Accommodation or any part of it (including, for the avoidance of doubt, your bedroom) at any time and for any purpose whatsoever. Examples of circumstances in which the University may gain access to the Accommodation include (but are not limited to):
  - 11.1.1 To clean; inspect or repair;

- 11.1.2 To investigate complaints or suspicions of a breach of the terms of this Licence Agreement;
  - 11.1.3 Where the University has been placed on notice of any potential concerns for your welfare; or the welfare of any visitors; or other person(s) in the Accommodation; or
  - 11.1.4 To comply with the University's obligations under any current legislation.
- 11.2 Where possible, the University will give you at least 24 hours' notice of such access (such notice is not required to be given in writing and can be given by telephone, email, or any other commonly used means of communication). In some situations, this may not be possible or appropriate, (including but not limited to where there are health and safety concerns or where a serious breach of the Licence Agreement is suspected).

## 12. The University's Responsibilities

- 12.1 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.
- 12.2 The University will not disclose personal information obtained from you, except as permitted by clause 10.5 of this contract.
- 12.3 The University will provide the following services with reasonable skill and care:
- 12.3.1 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;
  - 12.3.2 The University will ensure that the furniture provided is of a reasonable standard and complies with current health and safety requirements;
  - 12.3.3 The University will arrange for kitchens and bathrooms to be cleaned, on a regular basis, subject to access and any Government restrictions or isolation restrictions that may be in place at any given time;
  - 12.3.4 The University will investigate and/or take reasonable steps to carry out any repairs for which it is responsible, within a reasonable amount of time (taking into account the nature of the repairs required in each case).

## 13. Notices under this Licence

- 13.1 Except where otherwise stated, any notice under this Licence Agreement must be in writing (which includes email but does not include fax and/or other means of electronic communication) and must be delivered personally or sent by pre-paid first-class post or special delivery or recorded delivery or email to the recipient at the following address:
- 13.1.1 notices to the University:
    - 13.1.1.1 by post to the address given in the Offer of Accommodation; and
    - 13.1.1.2 by email to: accommodation@ Keele.ac.uk
  - 13.1.2 notices to the Student:
    - 13.1.2.1 by post to the Accommodation
    - 13.1.2.2 by email to the student's allocated University email address.
- 13.2 Any notice is deemed to have been duly received:
- 13.2.1 if delivered personally, when left at the relevant address under clause 13.1;  
or

13.2.2 if sent by pre-paid first-class post or special delivery or recorded delivery, at 12pm two working days after posting; or

13.2.3 By email, at the time it is received or, in the event that the same is received after 4pm on any working day, at 9am on the following working day.

## 14. The University's right to terminate or suspend this Licence Agreement

### 14.1 Termination

14.1.1 The University may terminate this Licence Agreement before the end of the Occupancy Period in the following circumstances:

14.1.1.1 if you stop being a full-time registered student at the University;

14.1.1.2 if you are made bankrupt;

14.1.1.3 if you are in breach of the terms of this Licence Agreement;

14.1.1.4 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

14.1.1.5 if the Accommodation, Building or Halls of Residence become unfit for occupation.

14.1.2 If the University decides to terminate this Licence Agreement, the University will give you notice of termination.

14.1.2.1 the notice period set out in the notice to terminate will not normally be less than four weeks, but it may be shorter than this in certain circumstances; including, but not limited to:

(a) serious or persistent breaches of this Licence Agreement;

(b) where your health and safety; and/or the health and safety of other(s) is believed to be at risk.

In such cases, immediate notice may be given.

### 14.2 Suspension

14.2.1 The University may suspend this Licence Agreement and require you to vacate the Accommodation immediately in the event that it is believed that there has been a serious breach and/or persistent breach of your obligations under the Licence Agreement and/or the Regulations; and the actions of you/your visitors:

14.2.1.1 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

14.2.1.2 are the subject of any criminal investigations (whether or not you have been arrested and whether or not they have been concluded); and/or

14.2.1.3 are suspected to have caused criminal damage to any property belonging to the University, other residents, University staff and/or any other person.

14.2.2 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 prejudge the outcome of such investigations or proceedings.

14.2.3 Any decision to suspend your occupation of the Accommodation 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 Regulations 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 you are permitted to return to the Accommodation.

14.2.4 If the University exercises its right to suspend you, this does not limit the University's right to relocate you and/or to take action to terminate this Licence Agreement.

14.3 The termination or suspension 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.

14.4 If you do not leave the Accommodation when asked to do so (either upon expiry of the notice to terminate; or upon the suspension of your right to occupy the Accommodation); then further action may be taken to ensure your removal from the Accommodation which includes (but is not limited to) possession proceedings and/or an injunction from the court to evict you/exclude you from the Accommodation. If that becomes necessary, the court may be asked to order that you pay damages/losses, legal costs and expenses incurred in connection with and/or contemplation and preparation of legal proceedings, and enforcement of legal proceedings. Interest may also be charged.

## 15. **Vacating the property**

15.1 Upon termination of this Licence Agreement (howsoever it is terminated); or upon the University exercising its right to move you from one room to another during the Occupancy Period; you must give the University vacant possession. This means that the Accommodation 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 Accommodation Team 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 keys, the University may seek recovery of any associated losses from you, including but not limited to charges for use and occupation of the Accommodation and/or rooms you failed to vacate; and/or the cost of clearing up your left belongings.

15.2 After you have vacated the Accommodation, an inspection of the Accommodation will be carried out by the University to check for any damage/destruction to the Accommodation and/or any items on the Inventory. If any such damage or destruction is found, the cost of repair or replacement will initially be deducted from your Deposit and the University may pursue you for any sums exceeding the amount of the Deposit.

15.3 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 Accommodation, or any other location, on University property.

## 16. **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 for Higher Education (OIA).

## Appendix A - Hall of Residence Rules

In signing to accept the offer of accommodation and agreeing to abide by the Licence Agreement, 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/or involvement of 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:** Bathrooms 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 Accommodation Team 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 and Alcohol:** There are serious potential consequences of misconduct related to drug or alcohol misuse, and it will normally be subject to disciplinary action as detailed in **Regulation B1**.

**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. Do 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 and hate crime – see: [www.keele.ac.uk/sexualviolence/](http://www.keele.ac.uk/sexualviolence/)  
<https://www.keele.ac.uk/students/lifeoutsideofstudy/neverok/hatecrime/>

**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. 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 Team, Residence Life 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 Campus Safety team during a live situation, or the Residence Life Team for ongoing concerns.

**Parties:** You cannot hold parties in the Halls of Residence 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 the Accommodation 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 disciplinary 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 such room or rooms as shall be allocated to you (at the University’s sole discretion) from time to time, together with (in the case of a shared Flat or House) all shared areas in that Flat or House.

**“Accommodation Portal”** means the website that is used to apply for and manage your application for University accommodation which can be found at [accommodation.keele.ac.uk](http://accommodation.keele.ac.uk)

**“Applicant Visit and Open Days”**: means events that take place to allow prospective students the opportunity to take a closer look at the courses available. These events will include campus and accommodation tours as well as subject taster sessions.

**“Building”** means the specific House or block of Flats within which the Accommodation 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.

**“Common Rooms”** A dedicated, shared room available to students residing in a Hall of Residence to socialise outside of their living area.

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

**“EVision”**: means the web-based interface available to students to manage their personal information, course information and payments

**“Flat”** means, where applicable, the shared flat within which the Accommodation is located.

**“Halls Office”** means the office location of a Residence Life Manager.

**“Halls of Residence”** means the halls of residence within which the Accommodation is located.

**“House”** means, where applicable, the shared house within which the Accommodation 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.

**“Late Payment Fee”** means a charge of 3% above the Bank of England base rate for each day that the payment has been outstanding

**“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 its terms.

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

**“Registered Assistance Dogs”**: means dogs which have been specifically trained to assist disabled people and which has been qualified by one of the organisations registered as a member of Assistance Dogs (UK) or an equivalent organisation such as Assistance Dogs International. Further guidance can be found at <https://www.keele.ac.uk/students/lifeoutsideofstudy/disabilityanddyslexiasupport/assisteddogs/>

**“Regulations”** means the University’s policies, codes of practice/conduct and regulations which relate specifically to student behaviour and can be found at <https://www.keele.ac.uk/legalgovernancecompliance/governance/actcharterstatutesordinancesandregulations/regulationsandpoliciesindex/>

For the academic year 2023-2024, these include but are not limited to:

Regulation B.1 Student Discipline - <https://www.keele.ac.uk/regulations/regulationb1/>  
IT Acceptable Use Policy - <https://www.keele.ac.uk/policyzone/data/itacceptableusepolicy/>

If you are unable to access these links, please contact the Accommodation team 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.

**“Resident Advisers”** means current students who volunteer and are selected as representatives of the University to help provide information, guidance and welfare support to students who occupy University Accommodation.

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

**“Student Accommodation Team”** means Student Accommodation Team located with Student Services.

**“Student Ambassador(s)”** means current students who are selected as representatives of the University and are employed on a casual contract basis.

**“Student Services”** means Student Service Centre, Tawney Building, Keele University, email: [student\\_services@keele.ac.uk](mailto:student_services@keele.ac.uk)