

**RESLIFE ACCOMMODATION LICENCE AGREEMENT 1.1**  
**STOKE-ON-TRENT, COLLEGE COURT ACCOMMODATION**



Please note the following before accepting your keys:

In the Licence Agreement stated upon acceptance of your offer the table in Section 7A appeared with an incorrect date stated.

The correct table is shown below. Please ignore any copies of the Licence Agreement which does not contain the dates as shown below.

Date of Withdrawal / Key Return	You will be responsible for:
16/09/2017 – 07/01/2018	41% of the full licence fee
08/01/2018 – 07/04/2018	74% of the full licence fee
08/04/2018 – 16/06/2018	100% of the full licence fee

Please ensure that you fully understand this change, as acceptance of your room keys will mean the acceptance of the corrected Licence Agreement.

A complete copy of the corrected Licence Agreement is included in this pack.

## RESLIFE ACCOMMODATION LICENCE AGREEMENT

### STOKE-ON-TRENT, COLLEGE COURT ACCOMMODATION



The contract between Staffordshire University and the student is made up of the following:

- An offer setting out the specific details of the accommodation to the student
- This Staffordshire University Accommodation Licence Agreement
- Any fee information and/or invoices in relation to the Licence Fees issued with the offer or after the issue of the offer.

These Documents create a legally binding contract between the student and Staffordshire University. Where you live is a big part of being at University, which is why Staffordshire is one of a number of Universities that is signed up to The Student Accommodation Code. The Code protects our students' rights to safe, good quality accommodation, to make sure our students get the best out of their time living in our residences. It outlines everything students can expect from our accommodation as well as their responsibilities. The Code has already raised standards of accommodation at Staffordshire University and underpins our ongoing dedication to our students. We are fully committed to providing a safe, comfortable living environment which will help support our students in leading a successful and enjoyable student life.

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## 1 PRELIMINARY

The University allows students of Staffordshire University to occupy study bedrooms on the understanding that such occupancy is as a Licensee, which gives you a contractual right to occupy the study bedroom, and not as a Tenant. As a Licensee, you have no legal interest in the property. This Licence is legally binding. You will be held responsible for the payment of fees for the whole period of this Licence.

Your Licence Agreement is for:	Stoke-on-Trent, College Court
Your Licence Agreement runs from:	16/09/2017
And ends on:	16/06/2018

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## 2 OCCUPATION

The Licence to Occupy is for the duration of the licence period as detailed in your offer of accommodation. This is subject to the licensee remaining a student of Staffordshire University, paying the Licence Fee, and complying with the terms of this Licence Agreement.

Your room is allocated on the basis of your sole occupancy. You must not allow any unauthorised person to occupy or share your room. You have no particular right to occupy a specific room and you may be required to change rooms at the University's reasonable request. This licence is personal to you and is not transferable to any other person.

Upon termination of this agreement, the Licensee will vacate the room by 10am of the last date of the Licence. Any belongings left in rooms after this date will be deemed to be unwanted and may be disposed of after a period of 2 days without notice to you. The University will deal with any personal possessions in accordance with its statutory obligations and will not accept any additional responsibility for them. There may be an invoice raised for the cost of removing the items or refuse.

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### **3 PAYMENTS DUE FROM YOU**

#### **a) Licence Fee**

University Financial Services offer students, parents, or any third party, two payment options:

- (i) Pay the full amount on acceptance of the accommodation offer.
- (ii) Pay a £250 non-refundable pre-payment to secure the accommodation place, followed by three instalments each term via recurring card payment using a credit or debit card.

Students who are applying for courses with a duration shorter than the standard licence period will be required to pay the licence fee in full.

#### **b) Administrative Fee**

If you receive an invoice from us as a penalty for not adhering to one or more of the clauses in this licence agreement, you will also be invoiced a £20 administration fee along with your original invoice. The Licensee may appeal in writing with any supporting evidence against the issuing by the University of an invoice in relation to any of the clauses included in this licence agreement to the ResLife Manager within 5 working days of the date of the issuing of the invoice.

#### **c) Failure to Pay Accommodation Licence fees**

Failure to pay accommodation Licence Fees will result in the student being issued with a Notice to Quit in writing. A notice period of 28 days will be given and the student will be required to leave University managed accommodation. Failure to pay accommodation fees by the due date will result in the immediate withdrawal of internet services.

#### **d) Room Transfers**

A cost of £25.00 will be invoiced to any student who transfers their accommodation, where the student has requested to be transferred. Transfers will not be permitted until at least 21 days after your moving-in date and must in all cases be approved by the ResLife Hub whose approval will not unreasonably be denied. The keys for the study bedroom from which you have transferred must be returned to the ResLife Hub within 48 hours of the transfer date. We reserve the right to charge by invoice a cost of £25.00 per subsequent day until the return of your keys to the ResLife Hub and invoice for the cost of replacing the lock after 3 days if the key is not returned.

#### **e) Keys**

On arrival a set of room keys is issued to you by the ResLife Team. These keys form part of a security suite and cannot be duplicated except by ResLife. The safekeeping of your keys is important and is your responsibility. You must not lend or give out these keys to other people, regardless of the circumstances. If you lose your keys, you must immediately advise the ResLife Hub, where you will be asked to present proof of identity. You will be invoiced for the cost of replacing the locks– costs vary depending on which accommodation you are residing in. Locks are changed and/or replacement keys are issued only after a Replacement Key Form has been completed. Spare keys are not issued / loaned.

It is your responsibility to return your keys to the ResLife Hub when you leave your room at the end of your occupation under this Licence Agreement. You must hand these in to a member of the ResLife staff in-person at the ResLife Hub. You will be issued with a receipt. We reserve the right to charge by invoice a cost of £25.00 per subsequent day until the return of your keys to the ResLife Hub and invoice for the cost of replacing the lock after 3 days if the key is not returned.

If a student locks themselves out of their room and requires a member of staff to unlock their Residence, the first two occasions will not attract a charge. For every subsequent call to a lock out an invoice of £20 will be raised against the students account.

#### **f) Room Checks**

Rooms and communal areas are checked regularly by University staff against the following criteria:

- Acceptable levels of cleanliness and hygiene
- Unauthorised guests
- Damage to the fabric of the building
- Damage to furniture, fittings
- Damage, misuse or loss of fire detection and fire safety equipment
- Loss of University property

A charge may be required to be paid by you to the University in the event of your default in all or any of these areas. Further details are set out at Clauses 4 & 5.

The room inventory on arrival will be conclusive as the initial condition of your room and means that this was acceptable to you, unless you indicate otherwise within 7 days of moving into your room.

#### **g) Damage**

You will be held responsible for any damage caused to your room and the furniture, equipment, fixtures and fittings, and to any other University property except any damage due to the negligence of the University or its employees. It is essential that you report any damage to or loss of University property to the ResLife Hub immediately.

Residents will be invoiced for individual and/or communal damage, unacceptable cleanliness and any loss or damage of University property in your Hall of Residence. In instances where, after reasonable investigations, responsibility cannot be attributed to any individual or individuals, depending on the outcome of the investigation, the cost may be divided equally among the residents in the area affected or all residents in the affected area will each be charged the full amount.

#### **h) Payments**

In the event that the University has to invoice you for any of the matters referred to in this Agreement (other than the Licence Fees) you shall be issued with an invoice, which must be paid to the Financial Services Department. Any invoice raised may also attract an administration fee.

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## **4 CONDITIONS OF LICENCE**

When living in any of the University's residences, you form part of a community of residents for the academic year. Like any other community, it depends on each and every member playing a part in ensuring its safe and efficient running and maintaining a level of cleanliness, which will make the accommodation a pleasant place to live. Where safety and efficiency are compromised by damage to communal areas such as kitchens, lounges and corridors or to any fire equipment indispensable for the protection of each resident, it will be necessary to impose the cost of repair on all residents, as outlined in separate clauses. Such action will only be taken where, after reasonable investigation, the person or persons responsible for the damage cannot be identified. Similarly, where communal areas and bedrooms are not maintained in an acceptable state of cleanliness, invoices may be raised for cleaning.

#### **a) General Regulations**

Throughout the period of this Licence Agreement you must make yourself familiar and comply with the University's Regulations, including Bullying, Harassment and Equal Opportunities Policies, Student Behaviour Policy, Fire Safety Regulations, IT Regulations, Email Policy, the No Smoking Policy and any other rules as may from time to time be made by the University to regulate behaviour in or the use of the premises and other accommodation within the building. These regulations, rules and policies all apply to your use of Halls of Residence and can be found on the University's website.

#### **b) Occupation**

You must not use the premises for any purpose(s) other than living accommodation for yourself during your attendance at the University and you must not carry on any profession, trade or business on the premises.

#### **c) Prohibited Items and Activities**

The University operates a zero tolerance policy towards the use of drugs. The possession of controlled substances or drug paraphernalia within the direct vicinity of the Halls of Residence and Residential Halls Car Parks, grounds, use and/or supply of illegal drugs, any controlled drugs listed in the Misuse of Drugs Act 1971, Drugs Act 2005, Psychoactive Substances Act 2016, including subsequent amendments and/or any substances intended to produce a legal high, hallucinogenic or similar effect **will result in the immediate termination of this Agreement and your exclusion from University managed accommodation.**

The following items and activities are also prohibited and will result in the termination of this Agreement:

- The possession of firearms (including replicas, models, airguns, pellet guns and paint ball guns), knives, archery/crossbow and related equipment or any item that may be deemed as offensive weapons
- The use of any University equipment for a purpose other than which it was originally intend. If you require assistance using University equipment please inform the ResLife team
- Any animal, bird, fowl, reptile, fish or animal of any kind (except medical assistance dogs)
- The possession of weapons or items such as pocket knives, lock knives, or replica knives.
- Items which can cause damage to property or persons
- The sale, brewing, or creation of alcohol
- Gambling (other than Students' Union or ResLife organised raffles)
- The use of any oil, paraffin, gas or electric heating other than that provided by the University. Any such items found will be removed and returned to you upon your vacating your room.
- The storage of oil, paraffin or spirit based fuels and other flammable liquids. Any such items found will be removed and returned to you upon your vacating your room.

- The maintenance or storage of bicycles or motorcycles, in corridors, study bedrooms, kitchens, bathrooms, landings or stairwells. Any such items found will be removed and returned to you upon your vacating your room as these constitute a fire safety risk.
- The arrangement of displays within the accommodation or in windows which may reasonably be considered to be offensive or inappropriate. This includes the display of bottles, offensive imagery, or other items intended to cause offence.
- The use or storage of any of the following in or around University managed accommodation:
  - Candles
  - Oil burners,
  - Incense sticks,
  - Hookah/Shisha pipes,
  - Chip pans,
  - Any form of deep fat frying,
  - Sunbeds,
  - Fireworks
  - Similar items
- The use of cooking equipment in study bedrooms. These must remain in the kitchen area and be British standard approved. This includes, but is not limited to:
  - Kettles,
  - Toasters,
  - Rice Cookers

**Smoking is not permitted inside any University building.** In the event that you are found or suspected to have been smoking inside University managed accommodation you will be interviewed by a ResLife Manager and may be charged £70.00. Your involvement in any further similar incidents will result in disciplinary action, and will lead to eviction. Electronic 'cigarettes' are also prohibited in the same manner. You must smoke outdoors, at least five meters away from any doors or windows.

If you suspect an individual in your Accommodation of any of the above you may speak confidentially in the first instance to a ResLife Officer.

#### **d) Fire Prevention**

Residents must not do, or allow to be done, in University managed accommodation anything which renders the fire insurance policy void or voidable. Any misuse of equipment, cooking or heating facilities and lamps etc. which could cause a fire within the premises may attract a fine of up to £700.00 and be subject to a Disciplinary Hearing.

- Electrical or fire prevention fittings must not be tampered with. This includes fire doors, smoke & heat detectors, and fire extinguishers, and any other fire safety fittings.
- Any personal electrical items, which you bring to the University, should be electrically tested. All personal equipment must comply with British Standards. Any such items found will be removed and returned to you upon your vacating your room.
- Cooking equipment, kettles, irons, and other items which create a heating effect, may only be used in kitchens or communal areas.
- The electrical sockets in corridors must not be used by residents except for cleaning carried out with University equipment.
- Items must not be left in corridors or stored under stairs in Halls. These areas must remain clear in accordance with Fire Safety Regulations. Any such items found will be removed and returned to you upon your vacating your room.
- Posters, banners etc. should not be fixed to the outside of bedroom doors, corridors or in kitchen cooking areas.

#### e) Fire Safety

It is your responsibility to ensure that you and your guests are aware of, and comply with, the Fire Safety Regulations, and you will be required to attend a mandatory Fire Safety talk presented by Staffordshire Fire and Rescue Service. Failure to attend will be considered a breach of this Agreement and so the Licence will be voided and you will be required to vacate.

At least one official fire evacuation drill will be organised each semester. Staffordshire Fire and Rescue Service stipulate that **residents and all guests must evacuate the building and assemble at the specified fire assembly point in the case of fire or fire alarm WITHIN 3 MINUTES.** If, during any fire alarm evacuation (scheduled or unplanned), a student fails to evacuate the building within the required 3 minutes they may be charged £60.00. The University may work with you to create a Personal Emergency Evacuation Plan (PEEP) in order to assist you in the event of an emergency evacuation.

Refusal to evacuate the premises when the fire alarm has been activated may result in a fine and disciplinary action.

Misuse of fire alarms and firefighting equipment is **ILLEGAL, DANGEROUS** and **FORBIDDEN.** In the event that you are found to have misused fire extinguishers, fire blankets, fire hoses, fire doors, call points and/or fire/smoke detectors you will be fined up to £700.00. This includes, but is not limited to, blocking fire escape routes, propping open Fire Doors, and interfering with any fire safety equipment. All doors in University accommodation are certified fire doors and should be treated as such. Your involvement in any incidents



related to the misuse of fire alarms and firefighting equipment **WILL RESULT IN THE TERMINATION OF THIS AGREEMENT AND WILL RESULT IN YOUR EXCLUSION FROM UNIVERSITY MANAGED ACCOMMODATION.** You will be charged for repairs to the equipment and any costs incurred for Fire and Rescue Service attendance.

Should any resident or guest of a resident break clause this clause an investigation will take place which may result in a fine and/or disciplinary action. In instances where, after reasonable investigations, responsibility cannot be attributed to any individual or individuals, the costs may be divided equally amongst all residents in your section/flat/hall depending on the severity of the incident.

#### **f) Visitors/guests**

You may receive visitors/guests within your accommodation at reasonable times and in compliance with Clause 2 of this Agreement. The University reserves the right to limit or stop entry to visitors/guests that you may have at any time. You must ensure that any visitors/guests comply with the terms of this Licence and you are responsible for the behaviour of your visitors/guests and for any damage or disturbance they may cause to the University property or to other residents. Overnight guests must be signed in at the ResLife Hub, and a visitors pass issued, which must remain on the person at all time and shown when asked.

#### **g) Noise**

It is essential that individuals should have the freedom to rest and work undisturbed and, therefore, reasonable noise levels must be maintained at all times. **Unreasonable levels of noise will not be tolerated at any time of the day.** By way of an example, music which is audible outside the room in which the equipment is located will be considered to be an unreasonable noise level. In line with the Antisocial Behaviour Act 2003 a particularly serious view will be taken of noise after 11:00pm and before 7:00am. If you cause a noise nuisance, you may be subject to a fine and/or disciplinary action under the University's Regulations. If you cause a noise nuisance to a local resident, the local authority has very wide powers to take action including the service of a Warning Notice, Fixed Penalty Notice or an Abatement Notice and the equipment, which is causing the noise nuisance, may be impounded.

#### **h) Room Checks and Access to Your Room**

Regular room checks will be carried out, for health, safety and welfare purposes, by University staff.. University staff have the right to enter and check your room (other than personal effects) at reasonable times. Except in exceptional circumstances where there may be serious concern for welfare or health and safety, where emergency maintenance work, or where security staff are required, you will be informed 24 hours beforehand of any visits by Staffordshire University's officers or agents, and you will have the right to be

present. Requests to be present must be in writing and given to the ResLife Hub more than two hours before a planned visit.

University staff will undertake routine drugs searches of Halls accompanied by Police, Campus Control, and/or drugs detection dogs. As part of that routine search if the behaviour of the Drug detection dog, or the result of a drug detection swab indicates the presence of banned or controlled substances in a study bedroom then University staff will enter and allow the search to continue without giving 24 hours' notice.

Requests for maintenance or repairs will be deemed as an invitation to enter and as such, formal 24-hour notice will not be given. You will not be given 24-hour notice of access to the communal areas of your residence for routine housekeeping, maintenance, promotional, or welfare checks.

#### **i) Personal Insurance**

The University holds a Block Insurance policy. A sum insured up to £5000 for your personal possessions whilst in your room is automatically provided. You will be issued with insurance guidance which explains the limits of cover and the claims procedure.

#### **j) Equipment**

Any equipment provided by the University must not be removed from the appropriate study bedroom, kitchen or general purpose area. It is all residents' responsibility to ensure that such items are kept clean and used carefully. Additional soft furnishings must not be brought into the Halls/Houses and stored in bedrooms, kitchens, corridors or stairwells.

Games consoles, hi-fi systems, amplifiers, computers, and other similar equipment, must be stored within residents' own study bedrooms, when not in use. You may be asked to provide evidence of the electrical safety of your personal electrical equipment. If this is not available the ResLife team reserve the right to test such equipment and an invoice may be levied for this test. Items which fail the Portable Appliance Test must not be used and must be removed from University managed accommodation. Any large appliances such as fridges, freezers, etc., may be provided by yourself and used in your study bedroom, however the ResLife Team must be informed if you have a large item like this in your room. Any additional appliances must not impede safe access or egress into or out of the room.

No items should be stored in any corridor or impeding any access routes. Any items which are in a corridor or impede an access route will be removed at a cost of £10 per item. Should the University incur costs for the removal and disposal of equipment or items not provided as standard by the University you will be invoiced for the cost of this.

**k) Refuse Collection and Cleanliness**

You are responsible for the cleanliness and refuse removal in your residence. Unwashed crockery, cutlery, cooking utensils, or any other item(s), which are considered to constitute a hazard to health will be noted and a 24hr Improvement Notice issued. Non-compliance with this Improvement Notice will result in the item(s) being removed and disposed of. You will be invoiced for the cost of this based on the cost to the University. If the standard of the kitchen is considered to pose a hygiene risk, the kitchen may be cleaned without notice and charges will apply. Each resident will be invoiced £10 per bag or item of rubbish removed by a member of the ResLife team, unless those responsible admit liability and they will be invoiced for the entire amount.

**l) Vacating Accommodation**

Upon vacating your accommodation all areas must be left clean and free from personal items and refuse. If additional cleaning or refuse removal is required you will be invoiced for the cost of this based on the cost to the University.

This includes the study bedroom, bathrooms, kitchen and/or communal areas (including ovens, fridge-freezers, cupboards, and any other appliances supplied by the University).

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**5 GENERAL**

Any notice required by this Agreement to be served upon you shall be deemed to have been properly served if addressed to you and delivered to your term time address or your home address at other times or delivered to your University email account.

As a part of this Licence, any appropriate data you provide to the University may be passed to College Court to aid in your stay. The usage of this data is detailed in separate policies.

Any function under this Agreement shall be performed by the Vice Chancellor of the University or by any other officer of the University as the University may from time to time authorise for the purpose.

In the event you are invited to an Interview with an officer of the University in order to undertake “reasonable investigations” (as outlined in this Agreement, and additionally under the Complaints and Disciplinary Procedures of the University), or you are invited to attend a Disciplinary Hearing, you are required to attend. Reasonable efforts will be made to consult you to arrange an interview at a time that is mutually convenient. Failure to attend without prior notice will result in an invoice of £35.00 being raised against you.

Nothing in this Agreement is intended to create a tenancy of the premises.

The University shall not be responsible for loss or damage to any property on the premises whether belonging to you or under your care or control unless caused by negligence of the University or its duly authorised officers or agents.

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## **6 TERMINATION OF LICENCE AGREEMENT BY THE UNIVERSITY**

The licence granted by Clause 2 of this Agreement may be terminated by the University if you are in breach of any of your obligations under this Agreement or the University's Regulations, with a Notice to Quit in writing. This means you will be given 28 days to move out of your room in University managed accommodation and to return your keys. After this date you will not be permitted to enter any University managed residential accommodation; including as a guest.

A hearing to discuss your case will not be held if you intermit or withdraw from the University or fail to pay accommodation fees. Following University procedures you will be issued with a Notice to Quit in writing as above.

Failure to move out by the required date will result in the University taking legal proceedings to obtain possession of your room. If that becomes necessary the University will ask the court for an order that the Student pays the University's net loss of income, its reasonable legal costs and expenses incurred in contemplation, preparation, prosecution and enforcement of legal proceedings and interest.

Except in exceptional circumstances where the ResLife Operations Manager or their deputy reasonably decides that the health and safety of staff or other residents is at risk a decision to terminate the agreement, as above, shall be made by the ResLife Operations Manager or their representative after a disciplinary hearing has been called to consider all relevant facts. At the hearing you will be afforded the opportunity of knowing what is alleged against you and making such reply as you may wish. You may be accompanied at the hearing by a student peer, or a Students' Union representative.

You shall have the right to appeal to the Head of Campus and Operational Services.

The appeal (which may be against the finding of the Hearing) must be made, in writing, to the Head of Campus and Operational Services, giving full supporting evidence within five working days of the date the decision was notified to you by the ResLife Operations Manager.

If the University terminates this Agreement because you are in breach of your obligations under this Agreement, or the University's Regulations, you will continue to be responsible for the payment of accommodation fees until the end of the period in which you are issued with a Notice to Quit. The relevant School Dean will be informed of the outcome of a Disciplinary Hearing.

## 7 TERMINATION OF LICENCE BY LICENSEE

You may terminate this Licence if the University is in serious breach of its obligations under this Licence. Examples of serious breaches by the University include persistent failure by the University to provide essential services such as power or water, or failure within a reasonable time to repair serious damage to the room coupled with failure to offer alternative accommodation where the damage renders the room uninhabitable. In these circumstances, the University will reimburse any unused accommodation fees paid in advance.

Except as described above, you will not be entitled to terminate this Agreement and you undertake to remain in occupation and/or financially liable for the entire rent of the premises throughout the Licence Period and make all payments required.

### a) Withdrawing or Intermitting from your Course

If you withdraw or intermit from your programme of study within the first two weeks (including induction week) of the published start date of your award, you will be entitled to receive a refund of any accommodation fee instalment paid, minus the time you have the keys to the room and less the prepayment of £250. If you withdraw or intermit after the first two weeks, you may receive a refund based on eligibility based on the table below; less the £250 prepayment. Please note that the payment for each term is taken 3-4 weeks into that term. Therefore you may be required to pay additional days that you occupy the room outside of the table below. Occupation is considered any time in which the keys to the room have not been signed back in at the main ResLife Hub. If you withdraw from University but do not hand your keys in, you will be responsible until you hand these in.

Date of Withdrawal / Key Return	You will be responsible for:
16/09/2017 – 07/01/2018	41% of the full licence fee
08/01/2018 – 07/04/2018	74% of the full licence fee
08/04/2018 – 16/06/2018	100% of the full licence fee