



Policy Coversheet

Name of Policy:	Accommodation Licence Agreement
Purpose of Policy:	To outline the University regulations which apply to the management of university controlled accommodation.
Intended audience(s):	All students residing in University Managed Accommodation on Staffordshire University awards and staff
Approval for this policy given by:	Academic Board
Last Review Date:	01/07/2018
Review Due Date:	01/07/2019
Individual responsible for review:	Head of Campus and Operational Services
Authorising department:	Campus and Commercial Services

**RESLIFE ACCOMMODATION LICENCE AGREEMENT,
UNIVERSITY MANAGED ACCOMMODATION
ACADEMIC YEAR 2018 - 2019**



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.

1 PRELIMINARY

The University allows students of Staffordshire University to occupy a bedroom on the understanding that such occupancy is as a Licensee, which gives you a contractual right to occupy a 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.

2 OCCUPATION

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

Your room is allocated on the basis of your sole occupancy. This licence is personal to you and is not transferable to any other person. 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. Circumstances may require that room changes may have to take place within the same day if a health and safety, safeguarding or wellbeing issue is identified either by the Licensee or by the ResLife Team. The ResLife team will facilitate and support individuals as far as reasonably practicable with room moves undertaken at the University's instruction.

You must vacate the room by 10:00am 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 two 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.

3 PAYMENTS DUE FROM YOU

a) Licence Fee – Home Students (UK)

University Financial Services offer students two payment options:

- (i) Pay the full amount of the Licence Fee on acceptance of the accommodation offer.
- (ii) Pay a £250.00 non-refundable pre-payment to secure the accommodation place, followed by three instalments via recurring card payment using a credit or debit card.

These fees can be paid by any third party (including parents), on behalf of the Licensee.

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

b) Licence Fee – International Students

University Financial Services require students to pay the full amount of the Licence Fee upon acceptance of the accommodation offer. These fees can be paid by any third party (including parents), on behalf of the Licensee.

c) Administrative Fee

If you receive a charge from us as a penalty for not adhering to one or more of the clauses in this Licence Agreement, you will also be charged a £20.00 administration fee along with the original fee. You may appeal in writing with any supporting evidence against the issuing of a charge 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 charge.

d) Failure to Pay Accommodation Licence Fees

Failure to pay accommodation Licence Fees will result in your being issued with a Notice to Quit in writing and email to your University student email account. A notice period of 28 days will be given in these circumstances and you will be required to vacate University managed accommodation (including the removal

of personal possessions). Failure to pay Licence Fees by the due date will result in the immediate withdrawal of internet services. The cost for withdrawal of internet services will be passed to you in this instance. If you have left University Managed Accommodation as a result of a Notice to Quit, you will not be eligible for any further entry into University Managed accommodation.

e) Room Transfers

A cost of £25.00 will be charged 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 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 £25.00 per subsequent day until the return of your keys to the ResLife Hub and charged for the cost of replacing the lock after three days if the key is not returned.

f) 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. Please refer to Welcome to ResLife handbook issued on key collection for full details. 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 which needs be kept safe as this is your proof of key return to a ResLife staff member. **We reserve the right to charge £25.00 per subsequent day until the return of your keys to the ResLife Hub and charge for the cost of replacing the lock after three 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 a charge of £20.00 will be raised.

You must not do anything which would compromise the security of your room or communal area. This includes, but is not limited to;

- Propping open communal area doors
- Leaving doors and windows unlocked
- Loaning keys to third parties or other residents
- Allowing access to visitors or guests who have previously been excluded from University managed Accommodation

g) Room and Communal Area Checks

Every resident has the right to peaceful enjoyment of a clean safe living environment in University managed accommodation. Communal living does require collective responsibility to ensure that all areas are maintained to a clean, safe and hygienic standard. Rooms and communal areas are checked regularly by University staff. Checking criteria includes, but is not limited to:

- Acceptable and safe 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 or other disciplinary sanctions may be applied to you by 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 regarded as a conclusive record of initial condition of your room on arrival. You will be deemed to have agreed that the condition of the room is acceptable to you, unless you indicate otherwise within 24 hours of moving into your room. You must notify in writing the ResLife Team of any issues with condition relating to communal areas within 24 hours of arrival.

h) 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 or agents. It is essential that you report any damage to or loss of University property to the ResLife Hub immediately. Please refer to Welcome to ResLife handbook issued on key collection for the full damage procedure.

Residents will be invoiced for individual and/or communal damage, unacceptable lack of 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.

i) Payments

In the event that the University has to charge you for any of the matters referred to in this Licence Agreement (other than the Licence Fees) this must be paid to the Financial Services Department. Any charge will also attract an administration fee of £25.00.

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 everyone 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 all of the University's Regulations, including but not limited to the following:

- Bullying and Harassment
- Equality, Diversity and Inclusion Policies
- Health and Safety Policy
- Student Behaviour Policy
- Fire Safety Regulations
- IT Regulations,
- No Smoking Policy
- 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 University managed accommodation 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. Failure to comply will result in disciplinary action being taken against you.

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 capable of producing 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 a disciplinary process taking place, and may in serious cases also result in the service of a Notice to Quit in accordance with clause 6:

- The possession of firearms (including replicas, models, airguns, pellet guns and paint ball guns), archery/crossbow and related equipment or any item that may be deemed as an offensive weapon
- 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 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
- The possession or use of Nitrous Oxide canisters and associated paraphernalia including for domestic or commercial catering use
- The use or storage 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 maintenance or storage of bicycles or motorcycles, in corridors, 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 offensive imagery, or other items intended or reasonably likely 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. If 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 being taken. Electronic 'cigarettes' or similar devices are also prohibited in the same manner. You may only 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 member of the ResLife team.

d) Fire Prevention

Residents must not do, or allow to be done, in University managed accommodation anything which renders the property 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 charge 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, corridor connecting 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 safe. All 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 supplied cleaning equipment.
- Items must not be left in corridors or stored in stairwells in University Managed accommodation. 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 as these are considered fuel sources.

Should any resident or guest of a resident breach 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 charge may be divided equally amongst all residents in your section/flat/hall depending on the severity of the incident.

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 Safety talk**. Failure to attend will be considered a breach of this Agreement and so you may be issued with a Notice to Quit .

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 charged 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 breach 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 charge may be divided equally amongst all residents in your section/flat/hall depending on the severity of the incident.

f) Evacuations & Personal Emergency Evacuation Plans (PEEPs)

You must familiarise yourself with emergency escape routes in your accommodation, **including alternative routes in the event that a usual route is blocked or not accessible**. 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 three minutes**. If, during any fire alarm evacuation (scheduled or unplanned), a student fails to evacuate the building within the required three minutes they may be charged £60.00.

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

If you have a disability or other impairment which means that you are unlikely to be able to evacuate to total safety in the required three minutes from alarm activation, the University may require you to create a Personal Emergency Evacuation Plan. If you are aware of a disability or other impairment which may require this, you must contact the ResLife team in the first instance, so this can be arranged. The ResLife Team will work with the Student Enabling Team to identify licensees who may require a PEEP. If this applies to you, you are required to work with ResLife to formulate a PEEP and abide by the terms of it.

g) 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 Agreement 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. To comply with fire safety regulations, overnight guests must be signed in at the ResLife Hub, where a visitor pass issued, this must remain on the person at all times and shown when requested by Staffordshire University staff.

h) 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.

i) Telephony and Internet Services

The University works in partnership with different providers to provide telephony and internet services to some Residences.

If your residence licence **includes** telephony and internet services, access to the internet and telephony networks is governed by the Terms and Conditions of the provider in your accommodation, Fair Use Policy and the University's Information Technology Policy, which exist to protect the best interest of all users. In the event that the network provider detects any misuse to the network, the provider may take the action to exclude residents from the service and Disciplinary action may be taken (via the University). This may include, but is not limited to:

- Access to, or downloading from, what can reasonably be assumed to be inappropriate websites
- Sending of abusive communications
- Operating unauthorised servers
- Operating an unauthorised device
- Downloading illegal content
- Operating a business

If your residence licence **does not include** telephony and internet services provided by the University, there are facilities for all residents to arrange services with their own internet service provider. The purchase, installation, payment and disconnection of any internet service or provider is the responsibility of the residents. The University does not accept any responsibility for an Internet/telephone contract taken out at these residences.

j) 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 University 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 University Managed Accommodation accompanied by Police, Campus Control, and/or drugs detection dogs. As part of that routine search if the behaviour of the drugs 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.

k) Personal Insurance

The University holds a Block Insurance policy which will cover your bedroom. 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. There is an option to upgrade this and the cover is subject to the provider's Terms and Conditions.

l) Equipment

Any equipment provided by the University must not be removed from the appropriate 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, sound 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 in writing 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 £10.00 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.

m) 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 reasonably considered to pose a health and safety risk, the kitchen may be cleaned without notice and charges will apply for the cost of cleaning. Each resident will be invoiced £10.00 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.

n) 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).

o) Disciplinary Process

Staffordshire University takes all incidents which could be described as sexist, racism, physical or other harassment or bullying, or behaviour which causes fear or distress to others, or threatening, abusive, disorderly or unreasonable behaviour very seriously. Any reported incidents of this kind will be considered in accordance with the provisions of this Licence Agreement.

Wherever possible, the ResLife team will endeavour to facilitate an informal resolution to issues, behavioural concerns, and incidents. If an informal resolution cannot be reached or there is a significant breach of the conditions set out within this Licence Agreement, a formal disciplinary process may be undertaken. The disciplinary process comprises of a ResLife Manager undertaking the following:

- Investigatory interviews with any relevant parties
- Review of evidence related to the investigation
- Convening of a disciplinary panel. This is made up of senior University Managers who have no prior knowledge of the Licensee(s) involved

- Presentation of evidence gathered and invitation to attend disciplinary hearing issued to Licence Holder(s), giving a minimum of seven days notice.

You will have the right to invite a third party to attend any disciplinary hearings which are called. Failure to attend a disciplinary hearing will result in the hearing continuing in your absence. You will be notified of the outcome of the disciplinary hearing within 24 hours.

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 or delivered to your University provided email account.

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 a charge of £35.00 being raised against you.

If you need to inform ResLife of any issues or queries under this Licence Agreement, you must do so in writing, methods of doing this are available in the online induction and available upon request.

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 employees or agents.

6 TERMINATION OF LICENCE AGREEMENT BY THE UNIVERSITY

The licence granted by Clause 2 of this Agreement may be terminated by the University serving a Notice to Quit if you are in breach of any of your obligations under this Agreement or the University’s Regulations. In a Notice to Quit you will usually be given 28 days’ notice to move out of your room in University managed

accommodation and to return your keys but the length of the Notice may be reduced if the circumstances of your breach reasonably justify a shorter period. After the date specified in your Notice to Quit you will not be permitted to enter any University managed residential accommodation; including as a guest. The length of the Notice to Quit will be reasonable and proportionate to the nature of the breach. Examples of this would include, but are not limited to:

- Violent behaviour against University Staff, Students, or members of the public
- Serious deliberate damage to University property including attempted serious damage
- Assault or attempted assault
- A breach of the University's prohibition of the possession of drugs, associated drug paraphernalia, firearms or items which may be deemed to be offensive weapons as referred to in clause 4 c above
- The misuse of fire alarms and fire fighting equipment as referred to in clause 4 e above
- Other similarly serious breaches

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 third party.

You shall have the right to appeal to the Head of Campus and Operational Services- the appeal (which may be against the conduct of the Disciplinary Panel) 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 Chair of the Disciplinary Panel.

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 licence 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. Serious breaches by the University include; persistent failure by the University to provide essential services such as power, running 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 Term and make all payments required.

a) Withdrawing or Intermitting from your Course

i) If you formally withdraw or intermit from your University award (as recognised by Student and Academic Services in accordance with University Regulations) within two weeks of the start date of this licence

You will be entitled to receive a refund of any accommodation fee instalment paid, minus a pro-rata deduction in respect of the time you have had the keys to the room and less the prepayment of £250.

ii) If you withdraw or intermit after the first two weeks of the start date of this Licence, you will continue to be responsible for the License fees only until the end of the Licence Period in which you withdraw or intermit PROVIDED you hand in your keys to the main ResLife Hub before the end of the Licence Period. If you fail to hand in your keys before the end of the Licence Period you will continue to be responsible for the Licence fees until the day you hand in the keys.

If you withdraw/intermit from your course, you will be issued with a Notice to Quit as your student status will be terminated and you will not be eligible to stay in University Managed Accommodation unless and until your student status is restored.

Formal notification of withdrawal or intermission can only be given to ResLife via Student and Academic Services.