

Accommodation Licence Agreement – Halls of Residence

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
The 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

The above documents create a legally binding contract between the student and the university

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 studybedroom, 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

This Licence Agreement commences on [2011] and, unless sooner terminated in accordance with Clause 7 below expires on [2012].

Your room is allocated on the basis of your sole occupancy, unless the room has been designated as a twin room by the University. 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.

Upon termination, the Licensee will vacate the room by 10 am 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 7 days without notice to you if the University does not have a forwarding address for you. The University will deal with any personal possessions in accordance with its statutory obligations and will not accept any additional responsibility for them.

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 and benefit from a 5% discount.
- (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 of less than 2 semesters will be required to pay the licence fee in full.

(b) Failure to pay accommodation fees

- (i) Will result in the student being issued with a Notice to Quit in writing. 28 days notice will be given and the student will be required to leave University managed accommodation. This process will be applied following the procedures given in the General Regulations for Students 12.3 and Appendix 13.7

(c) Transfers

A £25.00 charge per transfer will be made to any student who transfers their accommodation on more than one occasion, where the student has requested to be transferred. Transfers will not be permitted until the week commencing 26 September 2011 and must in all cases be approved by the Accommodation Office whose approval will not unreasonably be denied. The keys for the studybedroom from which you have transferred must be returned to the Accommodation Office within 3 days of the transfer date. We reserve

the right to make a charge of £10.00 per subsequent day until the return of your keys to the Accommodation Office or charge for the cost of replacing the lock (inclusive of admin fee), whichever is the cheaper.

(d) Keys

On arrival a set of room keys is issued to you by the Residences Office. These keys form part of a security suite and cannot be duplicated except by the Residences Office. The safekeeping of your keys is important and is your responsibility. If you lose your keys, you must immediately advise the Residences Office, where you will be asked to present proof of identity. You will be charged for the cost of replacing the lock inclusive of admin fee – costs vary between £70.00 – £125.00 depending on the accommodation you are residing in. Payment must be made to the Finance Office. Locks are changed and/or replacement keys are issued only after a Replacement Key Form has been completed and proof of payment has been received at the Residences Office. If the original key, or keys, are found and returned to the Residences Office within seven days of issuing the replacement set a refund of 50% of this cost will be made. Spare keys are not issued / loaned.

It is your responsibility to return your keys to the Residences Office when you leave your room at the end of your occupation under this Licence Agreement. We reserve the right to make a charge of £10.00 per day until the return of your keys to the Residences Office or charge for the cost of replacing the lock (inclusive of admin fee), whichever is the cheaper

(e) Room Checks

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

- Acceptable cleanliness
- Loss of University property
- Damage to the fabric of the building
- Damage to furniture, fittings
- Damage, misuse or loss of fire detection and fire fighting equipment

Charges 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.

(f) 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 or loss to University property to the Residences Office IMMEDIATELY.

Students will be invoiced for individual and/or communal damage, unacceptable cleanliness, or loss of University property in your Hall of Residence. In instances where, after reasonable investigations, responsibility cannot be attributed to any individual or individuals, the cost will be divided equally among the students in your section/flat/hall. Invoices for damages, repairs, losses and cleaning will attract an administration charge of £15.00 per invoice. The Licensee may appeal in writing with any supporting evidence against the imposition by the University of the cost of the damage in relation to this clause to the Residences Manager within 7 working days of the date of the notice of the charge.

(g) Payments

In the event that the University has to charge you for any of the matters referred to in this Agreement (other than the Licence Fees) you shall be issued with an invoice, which will be added to your next recurring credit/debit card payment.

4 CONDITIONS OF LICENCE

When living in any of the University's halls of residence, you form part of a community of students 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 Hall 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 3(f) and 4(e). 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 are not maintained in an acceptable state of cleanliness, charges will be imposed for cleaning and the licence to use the lounges may be withdrawn.

(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, ResNet (User) 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 at: <http://www.staffs.ac.uk/current/regulations/>

Whilst in accommodation you are expected to conduct yourself in a manner which shows respect for fellow students and University staff. Verbal abuse of staff will not be tolerated and could result in this Licence Agreement being terminated. Appropriate consideration must be shown at all times towards fellow students and residents in the neighbourhood/local community. Failure to do so constitutes a breach of these Licence Conditions and could result in disciplinary action.

(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 possession, use and/or supply of illegal drugs, any controlled drugs listed in the Misuse of Drugs Act 1971 or Drugs Act 2005 and/or any substances intended to produce an hallucinogenic or similar effect **will result in the termination of this Agreement and your exclusion from University managed accommodation.**

The following are also prohibited and may result in the termination of this Agreement:

- The possession of firearms (including replicas, models, airguns, pellet guns and paint ball guns), knives or offensive weapons
- Any animal, bird, fowl, reptile, fish or pet of any kind (except guide dogs for the blind)
- The sale of alcohol in University accommodation
- Gambling (other than Students' Union 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.
- The use of: candles, oil burners, incense sticks, Hookah/Shisha pipes, chip pans, any form of deep fat frying, sunbeds, fireworks in or around University managed accommodation.
- The use of cooking equipment including; kettles, coffee makers, rice cookers, etc. in study bedrooms
- **Smoking is not permitted inside any University building.** In the event that you are found to have been smoking inside University managed accommodation you will be interviewed by a Halls Manager and may be charged £30.00, inclusive of a £15.00 administration fee for breaching a University Policy. Your involvement in any further similar incidents will result in disciplinary action

(d) Fire Prevention

Students 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 £500.00 subject to a Disciplinary Hearing. The preparation of food or hot drinks in study bedrooms is forbidden.

Electrical fittings must not be tampered with. Any personal electrical items, which you bring to the University, should be electrically tested. All personal equipment must comply with British Standards. Kettles and irons 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. Personal items must not be left in corridors or stored under stairs in Halls. These areas must remain clear in accordance with Fire Safety Regulations. Posters, banners etc. should not be fixed to the outside of bedroom doors, corridors or above cookers in kitchens.

(e) Fire Safety

It is your responsibility to ensure that you are aware of, and comply with, the Fire Safety Regulations, which are displayed on your bedroom door, and you will be required to attend a Fire Safety talk presented by Staffordshire Fire and Rescue Service. Failure to attend will be considered a breach of this Agreement and you may be disciplined for non-attendance.

One official fire evacuation drill will be organised each semester. Staffordshire Fire and Rescue Service stipulate that **students must evacuate the building in the case of fire or fire alarm WITHIN 3 MINUTES**. Students who fail to evacuate the building within the required 3 minutes during organised drills may be charged £25.00, inclusive of a £15.00 administration fee.

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

Misuse of fire alarms and fire fighting equipment is ILLEGAL, DANGEROUS and FORBIDDEN. In the event that you are found to have misused fire extinguishers, fire blankets, fire hoses, fire doors, break-glass points and/or fire/smoke detectors YOU WILL BE CHARGED £50.00, inclusive of a £15.00 administration fee. Your involvement in any further similar incidents 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 Service attendance.

Should any student breach this clause they will be interviewed by a Halls Manager along with any witnesses and a statement taken. The Halls Manager may charge as above and may recommend further disciplinary action.

In instances where, after reasonable investigations, responsibility cannot be attributed to any individual or individuals, the costs will be divided equally amongst all students in your section/flat/hall. Invoices raised for repairs to fire safety equipment will attract an administration fee of £15.00. All charges for repair to fire fighting equipment must be settled within 7 days.

(f) Visitors

You may receive visitors within your accommodation at reasonable times and in compliance with Clause 2 of this Agreement. The University reserves the right to limit the visitors that you have at any time. You must ensure that any visitors comply with the terms of this Licence and you are responsible for the behaviour of your visitors and for any damage or disturbance they may cause to the University property or to other residents.

(g) Noise

It is essential that individuals should have the freedom to rest and work undisturbed and, therefore, reasonable quiet must be maintained at all times. **Unreasonable levels of noise will not be tolerated at any time of the day.** In line with the Antisocial Behaviour Act 2003 a particularly serious view will be taken of noise after 11.00 pm and before 7.00 am. 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. If you cause a noise nuisance, you may be subject to 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) Telephone and Internet

Use of the internal telephone network is governed by the Communications Act 2003. Calls within the internal telephone network can be traced and any abuse of the system may result in disciplinary action.

Access to the University network and the Internet via ResNet is governed by the University's Information Technology Regulations, ResNet Regulations and Email Policy, which exist to protect the best interests of all users (see also 4(a)). Disciplinary action may be taken in the event of any misuse of the network. This may include access to, or downloading from, inappropriate websites, sending of abusive emails and operating unauthorised servers. Any student affected by misuse of the facility by others should report the incident to the Halls Manager.

(i) Room Checks and Access to Your Room

Regular room checks will be carried out, for health, safety and welfare purposes, by University staff as specified by the notice displayed in your room. 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 where emergency 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 for maintenance/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 Hall/flat/house for routine housekeeping or maintenance checks.

(j) Cleaning

The University provides Housekeeping services as part of the continued maintenance programme. The cost of this service is not included in the Licence Fee. You are responsible for the cleanliness and order of your study bedroom and communal areas and for disposing of personal refuse from your room to the designated refuse areas. If, during housekeeping checks, it is found that your study bedroom or the communal area requires additional cleaning you will be cautioned. If during subsequent checks it is found that your study bedroom or the communal areas continue to require additional cleaning you will be invoiced for the cost of cleaning plus an administration charge of £15.00 per invoice. If communal areas are frequently found to be in an unacceptable condition, you may be disciplined and facilities locked or equipment and furniture removed.

Unwashed crockery, cutlery and cooking utensils, or any other item(s), which are considered to constitute a hazard to health will be noted and a 48 hr Improvement Notice issued. Non-compliance with this Improvement Notice will result in the item(s) being removed and disposed of.

(k) Personal Insurance

The University holds a Block Insurance policy. A sum insured up to £3500 for your personal possessions whilst in your room is automatically provided. You will be issued with an insurance certificate which explains the limits of cover and the claims procedure. Keep this safe.

(l) Equipment

Any equipment provided by the University must not be removed from the appropriate study bedroom, kitchen or general purpose area. It is all students' 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 either bedrooms or kitchens.

Other than a television, no personal effects or electrical equipment may be stored in communal kitchens. Games consoles, hi-fi systems, amplifiers and computers must be stored within students' own studybedrooms. You may be asked to provide evidence of the electrical safety of your personal electrical equipment. If this is not available Residences management reserve the right to test such equipment and a charge 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.

(m) Vacating Accommodation

Upon vacating your accommodation all areas must be left clean and free from personal items and refuse. If additional cleaning is required you will be invoiced for the cost of cleaning plus an administration charge of £15.00 per invoice.

5 GENERAL

- (a) 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.
- (b) 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.
- (c) In the event you are invited to an Interview with an officer of the University in order to undertake "reasonable investigations" (as outlined in sections 3(f) and 4(e) of 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 levied against you.
- (d) Nothing in this Agreement is intended to create a tenancy of the premises.
- (e) 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.

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.

A hearing to discuss your case will not be held if you intermit or cease to be a student at this 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 Dean of Students and Academic Registrar reasonably decides that the health and safety of staff or other students is at risk a decision to terminate the agreement, as above, shall be made by the Dean of Students and Academic Registrar after a 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 colleague, or a Students' Union representative.

You shall have the right to appeal to a Student Disciplinary Appeals Committee.

The appeal (which may be against the finding of the Hearing) must be made, in writing, to the Appeals, Complaints and Conduct Manager giving full supporting evidence within five working days of the date the decision was notified to you by the Dean of Students and Academic Registrar.

If the University terminates this Agreement because you are in breach of your obligations under this Agreement, or the University's Regulations, please note that you will continue to be responsible for the payment of fees until the end of the licence period or until another student has been found to take your place.

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 of the premises throughout the said academic year and make all payments required.

- (a) You will be given the opportunity to seek release from the Agreement only in exceptional circumstances. If you wish to apply for release you must write to the Accommodation Manager giving full details of the grounds. If you are dissatisfied with the decision of the Accommodation Manager you may appeal to the Accommodation Appeals Committee by writing to the Secretary of the Accommodation Appeals Committee giving full details of the grounds for appeal. You are advised to contact the Students' Union Advice Centre prior to lodging your appeal.
- (b) The Accommodation Office at both sites of the University maintains a list of all students who are seeking University accommodation. If you wish to leave University accommodation, and arrangements can be made for another student, who is not currently residing in University managed accommodation, to take your place, you may do so without any financial penalty. All enquiries of this nature should be made to the Accommodation Offices.

