

ACCOMMODATION LICENCE AGREEMENT

TERMS AND CONDITIONS OF UNIVERSITY MANAGED ACCOMMODATION

ACADEMIC YEAR 2020- 2021



1 INTRODUCTION

a) Nature of Agreement

This Agreement is a licence to occupy and not a tenancy. This means that you have a personal right to occupy a Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:

- (i) enter your Room at any time and for any reason; and
- (ii) require you to move to an alternative room where necessary.

Where we exercise these rights, we will do so in accordance with this Licence Agreement.

b) Terms of this Agreement

The terms of this Agreement are contained within:

- (i) this Licence Agreement;
- (ii) the online Offer of Accommodation; and
- (iii) the Student Accommodation Code of Conduct [<http://www.staffs.ac.uk/legal/policies>].

Together, these documents set out the respective rights and responsibilities of both parties.

c) Formation of this Agreement

This Agreement will be formed, and a legally binding contract entered into between the University and yourself, when you have accepted your Offer of Accommodation and paid the relevant fees.

The offer will only be issued once you have completed the Online Application Process and we have been able to review and approve your application for Accommodation.

If you move into the Accommodation prior to the issuing of the Offer of Accommodation, you will be deemed to have Accepted this Licence Agreement and entered into a legally binding contract with us, which is subject to the terms of this Agreement by your action of moving into the Accommodation.

d) Period of Residence

Unless it specifies otherwise in the Offer of Accommodation, the Period of Residence is continuous (inclusive of any public holidays that fall within the period) but does not include the Summer vacation period. You must vacate the Accommodation and remove all of your personal possessions from it by 10:00am on the last day of the Period of Residence. Students are not permitted to remain in the Accommodation beyond 10am on the last day of the Period of Residence.

Any periods of occupancy outside the accepted Offer of Accommodation will be charged at the standard nightly rate applicable to the Accommodation that you are occupying.

e) Our responsibilities

Our responsibilities are set out in Section 2 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

f) Your responsibilities

By entering into this Agreement, you commit to comply with your responsibilities. These are set out in Section 3 (below) and include a commitment by you to comply with the Regulations, Policies and Student Code of Conduct [<http://www.staffs.ac.uk/legal/policies>]. If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take formal (including legal) action against you which may result in you having to leave your Accommodation.

g) Variations to this Agreement

With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us, other than reasonable adjustments to Regulations and Policies.

h) Enquiries

If there is anything you do not understand or if you have any other queries relating to this Agreement, please contact the ResLife team at reslife@staffs.ac.uk. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre, the Student Union Advice Centre or solicitor.

2 OUR RESPONSIBILITIES

a) Services and facilities

During the Period of Residence, we will use reasonable endeavours to:

- (i) maintain the structure of the Accommodation and keep the Accommodation (including the lighting, heating and firefighting equipment within it) in reasonable repair;
- (ii) ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;
- (iii) provide an adequate supply of hot water for normal domestic use;
- (iv) arrange for an external company to provide and maintain facilities for the washing and drying of clothes in the residence or a reasonable alternative, for which there will be a separate charge at the point of use; and
- (v) arrange for an external company to provide and maintain internet services within the Accommodation that provides access to a wi-fi system at a speed of no less than 30 mbps. We will be entitled to restrict access to the wi-fi system if you do not pay your Licence Fee in accordance with the terms of the Agreement.

We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, weather, labour disputes, student action or necessary maintenance, repair, or replacement).

b) Insurance

The University holds a Block Insurance policy which will cover your personal effects. A sum insured up to £10,000 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.

3 YOUR RESPONSIBILITIES

a) Licence Fee

- (i) You must pay the Licence Fee as detailed in the online Offer of Accommodation, for any Period of Residence on the dates and in accordance with the payment terms set out by Staffordshire University Financial Services on your accommodation invoice.
- (ii) The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.
- (iii) If the whole or any part of the Licence Fee remains unpaid in breach of the payment terms set out by Financial Services, the University will seek to recover any outstanding fees and subsequent costs incurred. Further details can be found in Section 10 or the 'Credit Control Policy' [http://www.staffs.ac.uk/support_depts/finance/forms_and_policies/]
- (iv) If someone other than you pays all or part of the Licence Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.

b) Pre-Payment of Rent

- (i) To Accept your offer of accommodation, you are required to pay a minimum of £250 prepayment of rent.
- (ii) We will offset the Pre-Payment of Rent against the Licence Fee that is payable as follows:
 - (a) If you pay the Licence Fee in full in accordance with Schedule 1 section a)(i)(a) of this Licence Agreement, the Pre-Payment of Rent will be offset against the single instalment that is payable;
or
 - (b) If you pay the Licence Fee in instalments in accordance with section a)(i)(b) of Schedule 1 of the Licence Agreement, the Pre-Payment of Rent will be offset in full against the Licence Fee on the date that this Agreement is formed and will be applied and deducted from your 1st instalment.

c) Inventory

You agree to complete a room Inventory when you take occupancy, submit your Inventory and notify the ResLife Team of any discrepancies as soon as possible, and in any event, within 7 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

d) Using the Accommodation

- (i) You are the only person authorised to occupy the Accommodation.
- (ii) You must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).
- (iii) You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or allow anyone else to live in or use the Accommodation.
- (iv) You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 4 b) below.

e) Visitors

- (i) We reserve the right to restrict visitors from entering any accommodation buildings for any reason.
- (ii) You are responsible for the behaviour of your Visitors. All Visitors must sign in at the ResLife reception. Any Visitors behaving in breach of the terms of this Agreement will be in breach of this Agreement.
- (iii) You agree that we may remove or exclude your Visitors from the Accommodation where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.
- (iv) You agree not to allow more than one adult Visitor (18 years and older) to stay overnight and they are only permitted to stay overnight for a maximum of two consecutive nights or three non-consecutive nights in any 14-day period.
- (v) Should you wish to have Visitors stay longer than stated 3 e) (iii), permission must be obtained from the ResLife Team at least 3 working days prior to the date of their stay.
- (vi) Visitors are only permitted provided that this does not annoy other occupants of the Accommodation or disrupt study by other occupants of the Accommodation. We reserve the right to prohibit visitors if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Accommodation and/or to safeguard our property.

f) Moving rooms

Written approval must be received from the ResLife Team prior to any room move. Requests to move rooms will not be unreasonably denied. An administration fee of £25 will be charged. Consent will not be granted if your account is in arrears. If you are permitted to move, all the Terms and Conditions of this Agreement will apply to the new Accommodation. Room move requests will not be accepted before 21 days after the start of the Period of Residence.

g) Risk assessments and Personal Emergency Evacuation Plans

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a Personal Emergency Evacuation Plan (PEEP) and/or risk assessment undertaken by us in relation to your occupation of the Accommodation.

h) Respect for others

You agree to comply with all relevant Policies and Regulations and the Student Accommodation Code of Conduct. [<http://www.staffs.ac.uk/legal/policies>].

i) Repairs, maintenance and alterations

You agree:

- (i) to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Accommodation;
- (ii) not to make any alterations to, or damage, the Accommodation (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect);
- (iii) except for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation, except where the ResLife Reception has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought into the Accommodation without our permission and/or which does not comply with legislation;
- (iv) not to leave any personal belongings or other obstacles in the communal areas or make these areas dirty, unsafe or untidy. You will be charged for any removal or additional cleaning incurred;
- (v) not to put anything which is likely to cause damage or a blockage in any pipes or drains at the Hall; and
- (vi) not to hang, affix or display any decoration or obstruction (including, but not limited to, flags and posters) in any windows or door vision panels.

j) Safety and security

It is your responsibility to help ensure that the Accommodation is safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:

(i) Electrical appliances

You agree:

- (a) only to use the cooking and/or other electrical kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in the Accommodation; and
- (b) to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards. Any items you bring into the Accommodation must comply with current British Standard legislation.

(ii) Fire Safety

You agree to adhere to the fire safety section in the Student Accommodation Code of Conduct including responding to fire alarms and evacuation procedures which are displayed in the Accommodation.

(iii) Security

You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):

- (a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you;
- (b) never marking your key, key fob or key card with your address, copying them or giving them to anyone else;
- (c) locking the door to your Accommodation together with any corridor/main entrance doors in the Accommodation when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- (d) immediately reporting any loss of your key, key fob or key card to the ResLife Reception. Charges will be made for any costs incurred to fit new locks or replace the key fob or key card; and
- (e) not to let anyone you do not know into the Hall and accompanying agreed Visitors at all times.

k) Pets

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. Assistance Dogs are permitted with the prior approval of the ResLife Team (not to be unreasonably withheld).

i) At the end of the Agreement

At the end of the Period of Residence (or earlier termination of this Agreement) you agree:

- (i) to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;
- (ii) to return all keys, key fobs or key cards to your Hall reception. Charges will be made for any costs incurred to fit new locks or replace the key fob or key card; and
- (iii) to leave the Accommodation in a clean and tidy condition and in the same condition as at the start of the Period of Residence, fair wear and tear excepted. Charges for rubbish removal will apply. If you leave any personal belongings in the Accommodation, we will notify you of this and give you seven days to collect them. If you do not collect your belongings within that period, you agree that we can dispose of those belongings.

4 OUR RIGHTS

a) Alterations and building works

We have the right to carry out any alterations or building works at the Accommodation and/or on our adjoining or neighbouring property without liability for disturbance. As far as practicable, we will use reasonable endeavours to minimise any disturbance.

b) Access and inspection

- (i) As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice.
- (ii) In most instances (out of courtesy only and not because we are legally obliged to do so), we will enter the Accommodation during the day giving reasonable prior written notice (poster, text or email) of our intention to enter.
- (iii) If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present then we will let ourselves into the Accommodation using our master key.

c) Removal of items from the Accommodation

- (i) We may remove from the Accommodation any items which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance. If we remove an item, we will notify you of this and how to reclaim the item. You will not be able, however, to take the item back into the Accommodation.
- (ii) We may remove from the Accommodation any:
 - (a) illegal items; or
 - (b) drugs or any substances that have a similar effect to illegal drugs, including but not limited to, the substances commonly referred to as “club drugs” and “new psychoactive substances (NPS)” along with any items used in administering these drugs or substances that belong to you or your Visitors without prior warning.

If we remove an item, we will notify you of this and we may dispose of any items or substances removed under this clause appropriately without further notice and we will notify the relevant authorities.

d) Our right to require you to relocate

- (i) We reserve the right to move you to similar alternative accommodation in any circumstances including, but not limited to, the following.
 - (a) If works are being carried out to the Accommodation, which mean that it is not ready for occupation at the commencement of or during the Period of Residence;
 - (b) For reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation OR that the Accommodation is unfit for occupation);
or
 - (c) Where we reasonably consider that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation.
- (ii) If we request you to relocate in accordance with Clause (i)(a) to (i)(c) inclusive (only):
 - (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, considering the circumstances. The notice period may be as little as 24 hours;
 - (b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement by giving the ResLife Team written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was received, or such other date as you may agree with the ResLife Team (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date and the Pre-Payment of Rent;
and
 - (c) we will provide reasonable support to assist you with relocating

5 YOUR RIGHTS

a) Occupation

For the Period of Residence, we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:

- (i) a licence to occupy the Room; and
- (ii) (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts and Communal Areas within the Accommodation which do not form part of the Room.

6 IF YOU BREACH THIS AGREEMENT

a) Payment for loss or damage

- (i) You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or your Visitors. This includes (but is not limited to), additional cleaning, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to vacate in accordance with the terms of this Agreement.
- (ii) Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred.

b) The procedure we will follow if you have breached this Agreement

If you or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below.

- (i) On us identifying or becoming aware of any breach of the terms of this Agreement, the ResLife Team will decide whether to:
 - (a) take no action;
 - (b) discuss this with you informally; and/or
 - (c) write to you under the Student Accommodation Code of Conduct to draw your attention to the alleged breach and to take action under the Student Accommodation Code of Conduct.
- (ii) The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so.

7 TERMINATION OF THIS AGREEMENT

a) Automatic termination of this Agreement before you take up occupation

- (i) This Agreement will terminate automatically, prior to you taking up occupation of the Accommodation, upon any of the following events (each being an “Automatic Termination Event”) occurring.
 - (a) If by the date on which the Period of Residence commences you cannot complete enrolment, and therefore would not be a student of Staffordshire University.
 - (b) If you are an international student and you fail to provide us with satisfactory evidence that you have obtained your UK entry visa by the date on which the Period of Residence commences.
 - (c) If you meet the required entry criteria for study set out in the terms of your offer of a place to study at the University but you apply to the University prior to the date on which the Period of Residence commences to defer your place at the University until the following academic year.
- (ii) We will write to you within 28 days of any Automatic Termination Event occurring to confirm that this Agreement has terminated.
- (iii) If this Agreement terminates upon the occurrence of an Automatic Termination Event the following will apply.
 - (a) You will not be permitted to take up occupation of your Accommodation.
 - (b) Where the Automatic Termination Event occurs on or before 31 August 2020, subject to you providing details of your nominated bank account, being a bank account within the UK, we will return the Pre-Payment of Rent to you in full within 28 days of termination of this Agreement.
 - (c) Where the Automatic Termination Event occurs on or after 1 September 2020 the Pre-Payment of Rent will be returned to the payee, minus the equivalent of 1 weeks rent as detailed in the Offer of Accommodation.

b) Accommodation if you enter the clearing process, are offered an alternative course of study or you defer your place

For the avoidance of doubt:

- (i) if you are unsuccessful in meeting the required entry criteria for study set out in the terms of your offer of a place to study at the University but you are offered a place to study on the same course or an alternative course by us or through the clearing process, this Agreement will remain in place and will not terminate automatically under clause 7a). If you decide not to take up the alternative place or course offered by the University you may exercise your termination rights under clause 7e) and we may exercise our termination rights under clause 7g). In these circumstances you will remain liable for sums due under this Agreement to the extent set out in those clauses;
- (ii) if you meet the required entry criteria for study set out in the terms of your offer of a place to study at the University but you apply to defer your place at the University until the following academic year:
 - (a) where you apply to the University before the date on which the Period of Residence commences to defer your place this Agreement will terminate automatically under clause 7a)(i)(c) and the remaining provisions of clause 7a) will apply; or
 - (b) where you apply to the University on or after the date on which the Period of Residence commences to defer your place, this Agreement will not terminate automatically under clause 7a) but you may exercise your termination rights under clause 7e) and we may exercise our termination rights under clause 7g). In these circumstances you will remain liable for sums due under this Agreement to the extent set out in those clauses.

c) Your right to terminate before 31st August 2020

- (i) You may terminate this Agreement before you take up occupation of the Accommodation by providing written notice to the ResLife Team and confirming your request to terminate the contract.
- (ii) If your written request to terminate this Agreement is received by 31st August 2020 and before you take occupation of the Room, we will begin the process of returning the Pre-Payment of Rent to you in full within 28 days of receiving your written request.
- (iii) If you are a current or new student and wish to cancel your Accommodation place you must terminate this Agreement by 31st August 2020. Otherwise, you will not be entitled to a refund of your Pre-Payment of Rent and may be liable for further sums due under the Agreement in accordance with clause 7e).

d) Our right to terminate before you take occupation

If you owe us any money in connection with any previous University accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice. If we do terminate this Agreement under this clause we will refund any Pre-Payment of Rent and/or Licence Fee that you have paid under this Agreement.

e) Your other rights to terminate

You may terminate this Agreement if you:

- (i) contact the ResLife Team to request the right to terminate providing not less than 4 weeks written notice of your intention to terminate and specifying the End Date. You must also satisfy all of the following conditions.
 - (a) You have found a suitable replacement occupier, approved by us (acting reasonably) who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation immediately after the End Date.
 - (b) (Save where we determine, acting reasonably that there are mitigating circumstances which mean that you should not be liable to do so) you have paid, in full on or before the End Date, all of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.
- (ii) withdraw from your course of study and you satisfy all of the following conditions.
 - (a) You give to the ResLife Team not less than 4 weeks written notice of your intention to terminate this Agreement specifying the End Date.
 - (b) You enclose with your notice a copy of our official withdrawal/interruption of studies form issued by the relevant University services.
 - (c) (Save where we determine, acting reasonably that there are mitigating circumstances which mean that you are not liable to do so) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.

- (iii) Are under 18 when the Confirmation E-mail is issued and the Agreement formed and:
 - (a) within two weeks after your 18th birthday you give to the ResLife Team not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
 - (b) (save where we determine, acting reasonably that there are mitigating circumstances which mean that you are not liable to do so) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.
- (iv) All Agreement termination requests should be sent in writing to reslife@staffs.ac.uk stating your full name, Student ID number and reason for cancellation.
- (v) If you terminate this Agreement under this clause 7e) and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date, minus a £25 administration charge.

f) Our right to terminate if you have breached the Licence Agreement

- (i) We may terminate this Agreement in any of the following circumstances.
 - (a) You have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more.
 - (b) You have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 6b) above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 3h), 3j)ii), and 3k) as a serious breach of this Agreement and if you or one of your Visitors, breaches any of these clauses we may terminate this Agreement).
 - (c) You are made bankrupt.
- (ii) If we terminate this Agreement in accordance with this clause 7f) we will be entitled to withhold your Pre-Payment of Rent and you will remain liable to pay any amounts due under this Agreement (unless the University concludes, acting reasonably, that extenuating circumstances apply) until a suitable replacement occupier for the Room has been found.

g) Our right to terminate for other reasons

- (i) We may also terminate this Agreement by giving you not less than 4 weeks written notice if we consider that:
 - (a) we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control, or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;
 - (b) you have not enrolled onto a course of study at the University by 30 September 2020 or at any time you are no longer pursuing a course of study with University; or
 - (c) any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.
- (ii) We may terminate this Agreement, giving you no less than 24 hours' notice, if we consider that;
 - (a) because of your behaviour it is necessary to move you from the Accommodation;
 - (b) because of any reason other than the reason outlined at Clause 7g)(ii) (e.g. insect infestation or an infectious disease); or
 - (c) it is necessary to protect your well-being or the well-being of others or to prevent damage to the Accommodation.

h) Effect if we terminate the Agreement

- (i) If we terminate the Agreement in the circumstances set out in clauses 7f) or 7g), this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you or your Visitors.
- (ii) If we terminate this Agreement in the circumstances set out in clauses 7g)(i)(a) or 7g)(ii), you will still be responsible for payment of the Licence Fee up to and including the date of termination only. Provided that you vacate the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the date of termination.
- (iii) If we terminate the Agreement in the circumstances set out in clauses 7f)(i), 7g)(i)(b), 7g)(i)(c) or 7g)(ii), you will still be obliged to pay Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

- (iv) If the Agreement is terminated and you do not move out of the Accommodation by the termination date, regardless of whether you are appealing this decision, we may take legal action in order to obtain a court order requiring you to vacate.

8 COMPLAINTS AND APPEALS

a) Procedure

If you feel that we have not fulfilled our obligations under this Agreement you should in the first instance, discuss this with the ResLife Team. If you are not happy with the outcome and wish to pursue your complaint further or appeal any decision made, you should do so in accordance with the complaints procedure which can be reviewed at <http://www.staffs.ac.uk/legal/policies/> If you are unable to access this web link, please contact the ResLife Team and we will send to you a copy of the document so that you can read it.

9 OTHER MATTERS

a) Notices

- (i) All letters and notices sent under the terms of, or in accordance with, the provisions of this Agreement, need to be sent as follows in order for the letters or notices to be deemed to be received.
- (a) Correspondence sent from the University to you will be properly served if they are delivered to you by hand, first class post, e-mail to your University e-mail account, e-mailed to your personal email account, or special delivery at the Accommodation.
 - (b) Correspondence sent from you to the University will be properly served if delivered by first class post or special delivery to the ResLife Reception, marked for the attention of the ResLife management, or by e- mail to reslife@staffs.ac.uk.
- (ii) A notice sent by the following means is to be treated as having been received:
- (a) if delivered by hand, on the day of delivery; or
 - (b) if sent by first class post or special delivery, on the first Working Day after posting; or
 - (c) if sent by e-mail, 24 hours after the email was sent.
- (iii) You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

b) Data Protection

- (i) By Accepting this Agreement, you agree that we may process data relating to you for the purpose of:
- (a) administering this Agreement (which may include sending communications to you and/or processing any payments made by you);
 - (b) providing education and support services;
 - (c) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime; and
 - (d) as otherwise permitted by the Data Protection Act 2018, our processing of personal data may include “sensitive personal data” relating to you.

Under the Data Protection Act 2018, “sensitive personal data” includes (but is not limited to) information about:

- (a) your racial or ethnic origin;
 - (b) your political opinions;
 - (c) your physical or mental health or condition; and
 - (d) the commission or alleged commission of any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.
- (ii) We may share your personal data (including sensitive personal data) with the owner of the Accommodation (if not us) and our/the owner’s contractors appointed in connection with this Agreement or the Accommodation.
- (iii) We, the owner of the Accommodation (if not us) and our/the owner’s contractors may share the personal data (including sensitive personal data) with each other, with your Sponsor (if you have one), with the police or other regulatory authorities, and/or with other organisations as may be permitted or required by law.
- (iv) We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you for the reasonable cost of providing copies of such information. Any questions, comments or requests regarding the processing of your personal data should be sent to dataprotection@staffs.ac.uk.

c) Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

d) Governing law and enforceability

- (i) This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.
- (ii) If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

e) Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.

f) VAT

At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

g) Council tax

If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

h) Guarantees of accommodation

Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

SCHEDULE 1

a) Payment of Licence Fee

- (i) Your Licence Fee must be paid either:
 - (a) in full, (i.e. in one single instalment) by credit/debit card when completing the offer acceptance stages of the Online Application Process; or
 - (b) in 3 instalments, by credit/debit card via our secure payment website and in accordance with paragraph a) (iii) below.
- (ii) You can select which payment option you prefer when completing the offer acceptance stages of the Online Application Process.
- (iii) If you elect to pay your licence fee in 3 instalments:
 - (a) you are required to pay a pre-payment of licence fee during the offer acceptance stages of the Online Application Process, in accordance with paragraph c) below;
 - (b) you are required to pay the 1st instalment of licence fee manually via our secure payment website. [<https://forms.staffs.ac.uk/payhere/balaccommpayment/>]; and
 - (c) the 2nd and 3rd instalment will be automatically taken from the same credit/debit card used to pay the 1st instalment.
 - (d) Failure to pay the 1st instalment manually, or to contact the finance team regarding any issues within 30 days of the relevant due date, will result in payment being requested automatically from the account used to make your pre-payment, without further notice.
- (iv) If you elect to pay the Licence Fee in one single instalment, payment must be received when you complete the offer acceptance stages of the Online Application Process.
- (v) You will receive an invoice from Staffordshire University Financial Services via email to your University and personal email addresses. The invoice will detail the breakdown of instalment amounts, instalment payments dates and relevant contact details for the finance team.

b) Sponsors

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

c) Payment of Pre- Payment of Rent

Your Prepayment of Rent must be paid at the Offer Acceptance stage by credit/debit card. This must be paid before your Offer of Accommodation is considered Accepted. The pre-payment amount is not negotiable except where deemed necessary.