



Conditions of Residence

(Sanctuary Scholarship)

Please read the following Conditions of Residence carefully, once you have read and understood this document, please sign the Booking Agreement. The Booking Agreement and these Conditions of Residence form the Accommodation Contract between the Occupier and the University. Students are required to comply with the terms set out within these Conditions of Residence, as they have been designed to help the resident community live and work together.

Definitions

In these terms and conditions the following words and expressions shall have the meanings given to them in this clause:

Accommodation Contract: means the agreement formed between the University and the Occupier on the Occupier's return of the signed Booking Agreement and acceptance of these Conditions of Residence;

Accommodation Portal: means the University's online system through which Students apply for accommodation;

Additional Charges: means the charge or charges which are imposed on the University or Occupier as a consequence of the Occupiers' occupation of the Block/Hall and applied to rectify damage to the property, fixtures or fittings.

Booking Agreement: means the written summary of the core terms of the agreement between the Occupier and the University which the Occupier signs and accepts on the Accommodation Portal to confirm their accommodation booking and agreement to be bound by these Conditions of Residence;

Block/Hall: means the building in which the Occupier's Flat and/or room are located;

Communal Areas: means the entrance lobbies and stairwells of the Block/Hall;

Communal Facilities: means the areas within a Flat or Block/Hall for the shared use of Occupiers living in that flat or Block/Hall with other Students, including but not limited to the kitchen and bathroom facilities;

End of Tenancy Inspection: means the process by which the accommodation staff check the condition of decor, fixtures and fittings of the Flat and/or room and Communal Areas of the Block/Hall against the condition recorded on the Inventory;

Flat: means a flat or floor within the Block/Hall consisting of several study-bedrooms, each for the exclusive use of the authorised Occupier(s), and Communal Facilities for the exclusive use of the authorised Occupiers of the study-bedrooms in that flat or floor;

Halls Handbook: means the campus specific handbooks published via the University's accommodation webpages which provide practical information about living in Block/Hall(s) as well as an overview of the relevant policies and procedures, facilities and support services;

Inventory: means the description of the condition of the décor, and the list and description of the furniture, equipment, fixtures and fittings of the room and the Communal Facilities/Communal Areas of the Premises which is provided by the University to the Occupier at the start of the Period;

Key: means a key, key fob, key card or other security device giving access to the Block/Hall, Flat, Room or Shared Room;

Occupier: means the named person identified on the Booking Agreement as the 'Applicant/Student'.

Period: means the term between the start and end dates of the Accommodation Contract as specified in the Booking Agreement;

Premises: means the Block/Hall, Flat and Room or Shared Room the Occupier is authorised to occupy under the Accommodation Contract;

Room: means a room furnished for single occupancy, for use as a study-bedroom, and allocated from time to time by the University for use by the Occupier;

Shared Room: means a room furnished with twin beds for occupancy by two (2) Students, each of whom will have a separate Accommodation Contract with the University, and allocated from time to time by the University for use by the Occupier;

Show Flat: means a flat allocated for use during marketing and recruitment events as part of campus and facilities tours for prospective students;

Student: means a person who is enrolled on, or intends to enrol for, a course of study provided by the University of Cumbria or Lancaster University;

Student Code of Conduct: means the document, as is in place from time to time, which sets out the University's expectations relating to the behaviour of its students in meeting social responsibilities, legislative and regulatory requirements, professional expectations and standards,

and which is currently available here: <https://my.cumbria.ac.uk/Student-Life/Support/Responding-to-your-concerns/Student-Code-of-Conduct/>

Student Complaints Procedure: means the document, as is in place from time to time, which sets out the process which should be followed in the event the student wishes to raise a concern or complaint and which is currently available here: <https://my.cumbria.ac.uk/Student-Life/Support/Responding-to-your-concerns/Student-Complaints-Procedure/>

Total Rent: means the rent payable for the Period;

University: means the University of Cumbria;

University Controlled Accommodation: means residential accommodation owned or managed by the University.

1. Accepting this agreement

- 1.1 The Accommodation Contract will be formed, and a legally binding contract entered into between the Occupier and the University when the Occupier has signed and returned the Booking Agreement.
- 1.2 If the Occupier moves into the Premises without having signed and returned the Booking Agreement they will be deemed as having accepted the terms of the Accommodation Contract and entered into a legally binding contract with the University which is subject to the terms of the Accommodation Contract.

2. Right to occupy the Premises

- 2.1 Subject to the terms of these Conditions of Residence, the University grants the Occupier the right to occupy the Premises, and to use (on a shared basis with all others authorised by the University) the Communal Facilities designated by the University, for the Period. In the case of a Shared Room the University may specify the other student(s) who shall occupy that room.
- 2.2 The University grants the Occupier the right to occupy the Premises in order to enable them to attend university as a Student. The Occupier occupies the Premises as a licensee. For the avoidance of doubt, the Occupier's interest in any Premises granted pursuant to the Accommodation Contract could not be an assured tenancy pursuant as per the exception listed at Paragraph 8 of Schedule 1 to the Housing Act 1988.
- 2.3 If the Occupier ceases to be a Student (for whatever reason) the University will terminate the Accommodation Contract by giving not less than six (6) weeks notice in writing to the Occupier.
- 2.4 The Occupier's right of occupation of the Premises will terminate at the end of the Period (unless terminated earlier under **clause 5** of these Conditions of Residence). Upon termination, whether at the end of the Period or earlier, the Occupier shall vacate the

Premises in a clean and tidy condition and return keys immediately to the campus reception or accommodation office.

- 2.5 If the Occupier does not comply with the above clause 2.4, the University is entitled to take legal action against the Occupier to require the Occupier to leave the Premises. The University reserves the right to claim for and charge for damages and any losses which it suffers or incurs as a result of the Occupier failing to give up vacant possession of the Premises at the end of the Period, including (but not limited to) the costs of any such legal action.

3. Total Rent

- 3.1 Save as for where the Accommodation Contract comes to an end under clause 5, the Total Rent for the Period is due irrespective of whether the Occupier physically occupies the Premises during the Period.

4. Occupier Liabilities and Payment of Additional Charges

- 4.1 The Occupier shall (without prejudice to all other remedies of the University under the Accommodation Contract) be responsible for paying in addition to the Total Rent, any Additional Charges which may arise from breaches of the terms of the Accommodation Contract, including (but not limited to):
- 4.1.1 To reimburse the University for any damage or loss caused by the Occupier or a guest of the Occupier;
 - 4.1.2 To reimburse the University for any damage or loss to communal parts of the Block/Hall of which the Premises form part and for which they have been found responsible through the University's disciplinary process. In the event of communal damage, reasonable efforts will be made by the University to identify individuals responsible. An Additional Charge may be applied proportionally across a group of Students where collective responsibility is identified following the University's disciplinary process; or
 - 4.1.3 any cost of replacement of keys and/or locks caused by the Occupier or a guest of the Occupier.
- 4.2 During the Period the Occupier will be notified of any Additional Charges payable to the University, which will be added to their account.
- 4.3 Following the Occupier's departure, the Occupier will be invoiced for the cost of any outstanding liabilities following an End of Tenancy Inspection.

5. Early termination by the Occupier

- 5.1 The Occupier may request that the Accommodation Contract comes to an end before the expiry of the Period provided that either:

5.1.1 Subject to clause 5.3 below, another Student of the University, who is not already contracted into University accommodation, agrees to take over their Accommodation Contract for the remainder of the Period. This is only applicable where the University has no other capacity in Halls of Residence to accommodate the proposed replacement Student;

Or

5.1.2 The Occupier gives 6 weeks' notice in writing to the University's accommodation office of withdrawing from their course at the University or transferring to another institution. The 6 weeks period will simultaneously constitute the Occupier's notice to vacate the Premises.

5.1.3 The 6 weeks notice period will normally be calculated from the withdrawal date recorded on the Occupier's student record.

5.2 If the Accommodation Contract comes to an end as above, the Occupier will receive a pro rata refund of the Total Rent from whichever date is the latter of the end of the 6 weeks notice period or the date the Occupier vacates the Premises.

5.3 The University shall have the right to refuse any proposed replacement Student nominated by the Occupier in accordance with clause 5.1.1. In the event the University refuses the proposed replacement Student then the Occupier shall not be entitled to terminate the Accommodation Contract in accordance with clause 5.1.1

6. Variations

6.1 Subject to availability, the University, may at its discretion, (which will only be given if all payments are up-to-date), agree that the Occupier may transfer to other Premises provided by the University during the Period. In the event that the Student transfers to a Room which is of a different category to their previous Room (for example, moving from a standard Room to an en-suite Room), then the Total Rent shall be varied to the amount that would have been payable at the time the Student transfers to the other Premises, had the payment terms in the Booking Agreement reflected the University's charging rate for the new Room. For the avoidance of doubt, the Occupier shall be responsible for the pro rata amount of the adjusted Total Rent from the time of the transfer until the end of the Period.

6.2 If the Occupier occupies a Shared Room and a vacancy in that Shared Room occurs, the Occupier remaining will be charged rent at the rate for large single occupancy, or be given the opportunity to move to another Room which may involve being charged at the single occupancy rate.

6.3 The Occupier accepts that the University will reserve the right to re-fill any vacancy in a Shared Room with a Student allocated by the University (the rent will then revert to the twin rate as of the date the second Occupier occupies the Shared Room).

- 6.4 Where reasonably necessary, whether for the more efficient management of the University's accommodation in accordance with the principles of good estate management or in the interests of health, safety and welfare of the Occupier or any Student, the University may require the Occupier to move to alternative University controlled accommodation by giving seven days' notice in writing at any time. In the event the Occupier is moved to a Room which of a different category to their previous Room then the Total Rent shall be varied to the amount that would have been payable had the payment terms in the Booking Agreement reflected the University's charging rate for the new Room. For the avoidance of doubt, the Occupier shall be responsible for the pro rata amount of the adjusted Total Rent from the time of the transfer until the end of the Period.
- 6.5 The University reserves the right to require you to move to similar alternative accommodation (where it is reasonable for us to do so) for example in serious cases where it is alleged you have breached the terms of the Accommodation Contract or where the University reasonably considers, because of your behaviour, or for any other reason, that it is necessary to move you from the Premises to protect your wellbeing or the wellbeing of others or to prevent damage to the Premises.
- 6.6 The Occupier must vacate the Premises by 10 am on the last date of the Period unless an extension to the Period has been formally agreed by the University and paid for in advance. Any extension granted by the University is not guaranteed to be in the same Room, Shared Room, Block/Hall or Premises as they occupied during term-time. If the Occupier does not vacate as required by this paragraph, they will be liable for a charge for use and occupation at the pro rata daily rate of the Total Rent for as long as you remain in the Room or Shared Room beyond the Period and the University may take steps to evict you.

7. Remedies of the University for breach of terms

- 7.1 Any action taken by the University pursuant to clauses 8 and/or 9 below shall not preclude the University from taking separate or further action against the Occupier in accordance with the Student Code of Conduct or otherwise.
- 7.2 Any action taken by the University against the Occupier as result of any breach by the Occupier of the Code of Conduct shall not preclude the University from taking separate or further action against the Occupier in accordance with clauses 8 and/or 9 below. For the avoidance of doubt, any financial penalties (including but not limited to Fixed Penalty Notices) for breaches of the Student Code of Conduct shall not be construed as penalties for breach of the Accommodation Contract (given the Student Code of Conduct applies to all Students, irrespective of whether they are resident in Student Accommodation.)

8. The University's rights to temporarily suspend the Occupier's right to occupy the Premises

- 8.1 In the event of serious allegations being made against the Occupier, regarding potential breaches of the terms of the Accommodation Contract or Student Code of Conduct, the University may temporarily suspend the Occupier from the Premises pending further

appropriate investigations of the allegations and any subsequent action under the Student Code of Conduct and the University's relevant disciplinary procedures in place from time to time. Any such suspension would be:

- 8.1.1 Without prejudice in that the University does not presume an outcome of investigations at the time the suspension is applied or reviewed;
 - 8.1.2 Based on a risk assessment by the University of the known circumstances of the case;
 - 8.1.3 Potentially disruptive, although academic continuity is maintained wherever possible and appropriate;
 - 8.1.4 Potentially for the protection of the Occupier against whom a complaint has been raised and/or other parties that may be involved as well as for the person making the complaint; and
 - 8.1.5 Are reviewed after a period of one month and may be extended where circumstances require.
- 8.2 Suspensions may be implemented where the University reasonably considers that the Occupier's continued presence at the Premises would constitute an unacceptable risk to any other Occupier, Student, employee or agent of the University, any third party and/or University Property, or to protect the wellbeing of the Occupier or other members of the student residential community. Any decision to suspend the Occupier will be made in accordance with the Student Code of Conduct and Disciplinary Procedures and will be subject to appeal. However, the Occupier shall not be entitled to occupy the Premises whilst any appeal is considered.
- 8.3 If the Occupier tries to enter the Premises or any other place on the University's estate from which they have been suspended in accordance with this section, then the University shall be entitled to seek an injunction order from the Court preventing the Occupier from accessing the Premises, the University or any other places that may be appropriate. If such an application is made, the University reserves the right to seek any legal costs for such application.
- 8.4 If the University exercises its right to suspend the Occupier, this does not limit the University's right to relocate the Occupier and/or to take action to terminate the Accommodation Contract.

9. The University's rights to terminate the Accommodation Contract

9.1 The University may terminate the Accommodation Contract before the end of the Period by giving the Occupier six (6) weeks' notice in any of the following circumstances:-

- 9.1.1 If the Occupier ceases to be a Student; or

- 9.1.2 If any part of the Total Rent is in arrears for a period of 14 days after becoming due (without the need for a formal demand), or if any part of the Additional Charges are not paid when due.
- 9.2 The University may terminate the Accommodation Contract before the end of the Period by giving the Occupier reasonable notice as indicated below:
- 9.2.1 The University is unable to provide similar alternative accommodation to the Room or Shared Room (despite reasonable efforts) and, through no fault of the Occupier, either:
- (i) The Room, Shared Room and/or Premises have been severely damaged (for example by fire or flood) and the University deems it unfit for occupation; or
 - (ii) The University is unable to provide the Room, Shared Room and or/Premises as a result of events or factors beyond the University's control.
- 9.2.2 Where the University reasonably considers, because of the Occupier's behaviour or for any other reason, that it is necessary to remove the Occupier from the Premises to protect their wellbeing or the wellbeing of others or to prevent damage to the Premises.
- 9.2.3 If the University establishes that any information supplied by the Occupier, or on their behalf, in connection with their application to the University for a place on a programme of study and/or for a place in University accommodation is untrue, inaccurate or misleading, or if the Occupier fails or has failed to disclose relevant information which would amount to a misrepresentation in their application or during the Period of the Accommodation Contract.
- 9.2.4 In serious cases where the University is satisfied that the Occupier has breached the terms of the Accommodation Contract. The University may be deem breaches of the Accommodation Contract 'serious' either because a single breach is in the University's reasonable judgment serious in and of itself, or because there have been a number of breaches that are deemed in the University's reasonable judgment serious in totality.
- 9.2.5 In all of the above scenarios, 'reasonable notice' will depend on the urgency of the situation including but not limited to any perceived risk of harm that may be caused if the Occupier remains in occupation (whether to the Occupier or any other person). In some cases, reasonable notice may be as little as 24 hours.
- 9.2.6 The termination of the Accommodation Contract will not affect the University's rights to claim against the Occupier for any subsisting loss or damage at the time the Accommodation Contract was terminated.

10. Service of Notices

- 10.1 Notices served by the University on the Occupier under the Accommodation Contract will be made in writing and will be delivered and sent to the Occupier by email to the Occupier's University email address and will be deemed served immediately upon sending.

11. Complaints

- 11.1 If a Student wishes to raise concerns or complaints about the condition of their Room, Shared Room, Block/Hall or Premises, the behaviour of fellow Occupiers, the behaviour of University staff or contractors, or the University's compliance with the [UUK Accredited Code of Practice](#) this should be done in accordance with the Student Complaints Procedure which can be found at <https://my.cumbria.ac.uk/Student-Life/Support/Responding-to-your-concerns/Student-Complaints-Procedure/>

12. The Occupier's Obligations

12.1 Responsibilities

12.1.1 The Occupier is required to complete the residence induction provided through the Accommodation Portal prior to moving into the Premises.

12.1.2 The Occupier is responsible for checking and completing the Inventory provided via the Accommodation Portal and detail any discrepancies within two (2) days of moving into the Premises. The Occupier shall be deemed to have accepted the Inventory is correct if the Occupier has not made any amendments within that period.

12.1.3 The Occupier is responsible for regularly checking their student University email accounts for any relevant accommodation correspondence or notifications.

12.1.4 The Occupier shall promptly report any loss, breakage, damage or failure of facilities, using the reporting procedure set out in the Halls Handbook.

12.1.5 The Occupier shall comply with all reasonable regulations made by the University for the better management of any of the University's Premises.

12.1.6 The Occupier shall declare any new criminal convictions to the University at the time of the conviction, be that before or during the Period. Failure to do so, may result in termination of the Accommodation Contract in accordance with clause 9.2.3 above.

12.1.7 The Occupier is responsible for helping to ensure that the Premises are safe to live in and for the University staff to work in.

12.1.8 The Occupier accepts responsibility for their own behaviour and the behaviour and safety of their guests and/or visitors and accepts responsibility for the security of the building, damage and undue wear and tear or disturbance caused by themselves or any guest and/or visitor;

12.1.9 The Student must comply in all respects with:

- (i) the terms of the Booking Agreement and these Conditions of Residence (the Accommodation Contract);
- (ii) the Student Code of Conduct; and
- (iii) the Halls' Handbook.

12.1.10 As detailed above, breach of any of these rules and regulations could result in the termination of this Agreement.

12.1.11 If the Occupier resides in a Show Flat then they must at all times comply with the Show Flat Terms and Conditions which are appended to this agreement in Annex 1.

12.1.12 In the event of any discrepancy or contradiction between these Conditions of Residence and the Student Code of Conduct, the Student Code of Conduct shall prevail and take precedence.

13. The Occupier agrees to abide by the University's Student Code of Conduct and in particular agrees:-

13.1 Behaviour

13.1.1 to use the Premises only as study and living accommodation;

13.1.2 not to sublet or allow others to occupy the Room or Shared Room (save as for, in the case of a Shared Room, the other Student nominated by the University for occupation of that Shared Room) the Occupiers rights under this Agreement are not transferable;

13.1.3 not to cause any nuisance or annoyance to the neighbourhood or to anyone else residing in University accommodation and in particular not to make or allow any loud noise that is audible outside the Room, Shared Room or the Premises at any time;

13.1.4 not to hold or participate in any social gathering in the Premises which may create a health and safety risk and/or cause disturbance to other residents or local neighbours;

13.1.5 not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Premises;

13.1.6 to behave with respect and consideration towards other Students, staff and neighbours. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other Occupiers' possessions without permission and respecting the privacy of others;

- 13.1.7 not to harass, threaten or use violence towards any person;
- 13.1.8 not to sell goods or services to other Students or display/distribute leaflets in the Premises on behalf of other organisations;
- 13.1.9 not to commit any arrestable offence or use the Premises or knowingly allow the Premises to be used for committing any illegal act. This includes the abuse of substances as described in the Misuse of Drugs Act 1971; a distinct and persistent smell of cannabis from a Room or its Flat or a Shared Room shall be considered by the University to be indicative of drug use, regardless of whether or not drugs are found in a Room or its Flat or Shared Room;
- 13.1.9 not to act in a manner which conflicts with any of University policies, including but not limited to issues of equality, diversity and inclusion, nor in any way acting in a manner which is likely to bring the University into disrepute;
- 13.1.10 not to allow anyone other than the Occupier to sleep in the Room except for adult visitors of the Occupier, who may remain in the Room overnight for a maximum of two consecutive nights during the weekend and not on consecutive weekends. Visitors are not allowed to stay overnight or during the day in any Room or Shared Room without the Occupier being present. Visitors cannot stay in Shared Rooms overnight without the consent of the other Occupier of the Shared Room;
- 13.1.11 not to play or partake in any ball, frisbee or other game nor engage in water/food fights or other dangerous horseplay in the Premises or the area immediately outside the Premises, in order that other residents/the local community are not disturbed;
- 13.1.12 to respond immediately and positively to the instructions of all University staff and security personnel.

14. Health, Safety and Security

- 14.1 The Occupier shall;
 - 14.1.1 abide by any fire regulations and/or safety regulations displayed in the Premises and shall not interfere with any fire equipment, misuse or tamper with fire alarms and shall not cover or deface any fire or safety notices;
 - 14.1.2 evacuate the Premises immediately in the event of an alarm sounding and to cooperate at all times with University staff and emergency services;
 - 14.1.3 not tamper/damage any of the window restrictors fitted to the Premises windows and shall abide by the safety regulations displayed on each window;
 - 14.1.4 not create a health hazard on the Premises and shall immediately remove or remedy any such hazard notified to the Occupier by the University. The University

shall determine what constitutes a health hazard for the purposes of this subsection and if the Occupier does not comply with any such notice, then the University is entitled to take all reasonable steps to remedy, remove and dispose of the health hazard;

- 14.1.5 not create any safety hazard on the Premises including but not limited to obstructing or interfering with any means of escape from the Premises;
- 14.1.6 immediately remove any safety hazard on request by the University. The University shall determine what constitutes a safety hazard and have the right (without prior request for removal) to remove and destroy or dispose of (at any time) or store any item causing a safety hazard;
- 14.1.7 not introduce any heating appliance into the Premises;
- 14.1.8 not store or use petrol, paraffin, candles, oil burners or other dangerous materials inside the Premises;
- 14.1.9 not use kettles, cooking equipment or “one cup” elements in bedrooms;
- 14.1.10 not use any fat fryers/chip pans inside the Premises;
- 14.1.11 ensure personal electrical equipment or appliances comply with all current relevant British Standard Specifications, are fitted with a correct fuse and only one appliance shall be wired to one plug.
- 14.1.12 not alter any University electrical equipment provided in the Premises;
- 14.1.13 not bring extra fridges, freezers, cookers, microwaves, washing machines or dryers into the Premises unless the University’s Accommodation Office has given prior written consent
- 14.1.14 not use halogen desk and table lamps in the Premises due to the risks of fire associated with such products;
- 14.1.15 not use BBQs within University grounds other than in designated BBQ areas;
- 14.1.16 not bring into or store on, the Premises any form of weapon (real or imitation);
- 14.1.17 be responsible for the security and safety of all Room, Block/Flat, hall keys and swipe cards for their allocated accommodation;
- 14.1.18 not issue any keys for any lock comprising the Premises to any other person;
- 14.1.19 return all keys to the Premises to the University immediately at the end of the Period;

- 14.1.20 report any lost keys to the Accommodation Office immediately and pay for any replacement keys promptly;
- 14.1.21 not re-cut keys that give access to the Premises or any other University accommodation; and
- 14.1.22 not smoke anywhere in the Premises including Communal Areas or Rooms, Shared Rooms or Block/Flat . For the avoidance of doubt, this includes the prohibition of smoking e-cigarettes, vaping, shisha or use of shisha pipes.

15. Respect for the Premises.

The Occupier agrees:-

- 15.1 not to cause any damage to the furniture, furnishings and fittings in the Premises and to keep the furniture, fixtures and fittings clean and in good condition;
- 15.2 not to allow baths, basins, sinks or storage systems to overflow and to take reasonable care to keep gullies, waste pipes and drains free from obstruction;
- 15.3 not to make any additions, alterations, or exchanges to the accommodation nor to the furniture, furnishings, fixtures, fittings and décor or to remove from the Premises any furniture or other articles belonging to the University;
- 15.4 not to keep any animals, birds, reptiles, insects or fish in the Premises save as for support animals with prior permission granted by the University. If the Occupier requires a support animal, then they must make any request in accordance with the University's Support Animals in Residence protocols in place from time to time. Such requests will be considered on a case by case basis. Where permission for Therapy Animals is agreed through the Support Animal in Residence Protocols the permission for the presence of the animal in university property will be limited to the Premises only;
- 15.5 not to work on any motor vehicles inside or outside of, and bicycles, inside of the Premises;
- 15.6 not to bring any car, bike or vehicle parts into the Premises;
- 15.7 not to erect or install any outdoor aerial, satellite dish, wireless access point, hub, switch or routers;
- 15.8 to permit authorised University staff and Security personnel with responsibilities for residences, access to the Premises (including the Room or Shared Room as and when required by the University. This includes the admittance of University staff for the purposes of cleaning, inspections (notice will be given to residents prior to bedroom inspections), maintenance, and visits by the staff of Accommodation Office or their agents for any other reasonable purpose;
- 15.9 to co-operate with the University's Domestic Services staff in compliance with cleaning schedules in place from time to time;

- 15.10 to keep all Communal Areas and Communal Facilities in a suitable state to enable cleaning to take place in compliance with cleaning schedules in place from time to time;
- 15.11 to keep the Room or Shared Room clean and tidy;
- 15.12 to remove all rubbish and recycling from kitchens on a daily basis;
- 15.13 not to display posters or other items which may be considered obscene or offensive and to attach posters/notices only to the designated pin boards located within the Premises The University may remove items that in their reasonable judgment are obscene or offensive;
- 15.14 not to store push bikes in Communal Areas or Rooms, Shared Rooms in the Block/Halls or Flat(s), and to use the bike store/racks as provided;
- 15.15 to leave any gardens or grounds attached to the Premises in a clean and tidy condition;
- 15.16 at the end of the Period to leave the Premises and all items listed in the Inventory in the same condition as they were in at the start of the Period, except for fair wear and tear; and
- 15.17 to remove all belongings, rubbish and recycling from the Premises at the end of the Period.

16. Indemnity

- 16.1 The Occupier hereby indemnifies the University for all loss or damage suffered as a direct and/or indirect result of any breach of the Accommodation Contract by the Occupier and/or their visitors. This includes (but is not limited to) any expense properly incurred by the University in collecting arrears, paying professional advisors and in relation to court proceedings.

The University's Obligations

17. Services and Facilities:

- 17.1 The University will provide the Occupier with following services and facilities:
 - 17.1.1 Cleaning, maintenance and repair of the Premises as specified in the Halls' Handbook except where damage is caused by the Occupier or by another Student who is liable to repair such damage under their own Accommodation Contract;
 - 17.1.2 Operation, inspection, servicing and repair of all of the University's plant, machinery and equipment in the Premises including the provision of all utilities and water;
 - 17.1.3 Fire fighting equipment in the Communal Areas and/or Communal Facilities of the Premises;
 - 17.1.4 An adequate supply of hot water for domestic use;

- 17.1.5 Reasonably adequate heat to the radiators during the Period, having regard to prevailing weather conditions. This may mean, for example, that the heating is turned off during the summer season;
- 17.1.6 Employment of staff for the day to day running of the Premises;
- 17.1.7 Kitchen refuse bins (including repairing and replacing them when necessary) in the Communal Areas, and arranging for disposal of refuse from the external bin areas;
- 17.1.8 Items on the Inventory, and the maintenance of those items (except for loss, breakage or damage attributable to the Occupier or their visitors); and
- 17.1.9 Laundrette facilities on campus, for which there will be a separate charge for use. Please note that laundry facilities are provided by an external company which is responsible for them.

18. Access:

- 18.1 The University will give the Occupier at least seven (7) days notice before entering the Room or Shared Room to clean, inspect, repair, or for any other reasonable purpose. Advance notice will not be given in the case of repairs reported by the Occupier, or in an emergency, when entry may be without prior notice.
- 18.2 Where the University has grounds to believe that the Occupier is in breach of the Accommodation Contract, spot checks may be carried out without prior warning or notice. This is because serious breaches of the Accommodation Contract may (for example) affect other Students' enjoyment of their own accommodation, or contravene health and safety regulations, including those in place for staff that work in the Premises.

19. Disclaimer

- 19.1 The University shall not be liable for any failure or interruption to any services, or for any loss arising from such failure or interruption, unless it is caused by its negligence.
- 19.2 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, the University 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 its negligence.
- 19.3 The University has the right to carry out any alterations or building works at the Premises or on our adjoining or neighbouring property without liability for disturbance where it has used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in case of emergency).

20. Insurance

- 20.1 The University will arrange insurance for the Occupier's personal belongings up to a specified limit, but the Occupier will be responsible for administering any claims which

arise. Full details of the insurance policy are available on the [Endsleigh Insurance website](#). Please note that any claim the Occupier may make will be subject to excesses, limitations and exclusions from cover which the University's insurer may impose from time to time.

- 20.2 The University shall insure the Premises against fire and other risks which the University reasonably consider necessary.

Please retain this copy of the Conditions of Residence for reference and read the Halls Handbook for further conditions, information and advice. If you have any questions relating to your contract or Conditions of Residence, please contact the Accommodation Office.

Annex 1

Show Flat Terms and Conditions

1. Residents of a show flat must abide by these Show Flat Terms and Conditions and the Conditions of the Residence policy.
2. Residents in designated show flats will receive an incentive. Show flat residents will receive a £50.00 catering credit, for use in the University's catering outlets, or appropriate equivalent payment.
3. Show Flat residents agree to keep the communal areas clean and tidy as outlined in Clause 5 of these Show Flat Terms and Conditions.
4. Students who occupy a show flat will be given 7 days' notice of any required access to the flat for tours of the accommodation's communal areas and bedrooms.
5. Students must keep the flat's communal areas and bedrooms clean and tidy, to an acceptable level, at all times, especially when a tour is scheduled. Examples of an acceptable level are:
 - a. Bins must not be left to overflow and should be emptied regularly in line with your Conditions of Residence, especially in the event of a tour scheduled.
 - b. Pots, pans and crockery must be washed and put away after use to prevent build-up of dirty dishes and blocking the sink in line with the Conditions of Residence, especially in the event a tour is scheduled.
 - c. The carpets in the communal hallway and lounge should be vacuumed regularly by the residents.
 - d. The kitchen floor must be mopped at least once a week.
 - e. Kitchen surfaces and appliances should be wiped down after each use, including hobs, inside of oven, inside of microwave in line with the Conditions of Residence, especially in the event a tour is scheduled.
6. Students shall not display any inappropriate or offensive materials on notice boards or use explicit language on white boards.
7. Furniture should not be moved from its original position where possible.