



# Conditions of Residence 2026-27

## (Headlease)

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;

**Communal Areas:** means the entrance lobbies and stairwells of the Property;

**Communal Facilities:** means the areas within the Property for the shared use of Occupiers living in that Property 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 Room, Communal Facilities and Communal Areas of the Property against the condition recorded on the Inventory;

**Guarantor:** means a person or organisation reasonably acceptable to the University who has agreed to guarantee the Occupier's Total Rent obligations as specified in the Booking Agreement;

**Halls Handbook:** means the campus specific handbooks published via the University's accommodation webpages which provide practical information about living in University Accommodation 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 Property 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 Property, Room or Shared Room;

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

**Owner:** The Owner of the Property who has let the Property to the University with permission for the University to sub-let the Property to Students.

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

**Property:** means the building, Room or Shared Room the Occupier is authorised to occupy under the Accommodation Contract;

**Prepayment:** means an advance payment of rent;

**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;

**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 Accommodation:** means residential accommodation owned or headleased 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 and either:
  - 1.1.1 Paid the Pre-payment stipulated on the Booking Agreement and provided a guarantee agreement signed by a UK Guarantor; or
  - 1.1.2 Paid the Total Rent in full.
- 1.2 If the Occupier moves into the Property 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 Property**

- 2.1 Subject to the terms of these Conditions of Residence, the University grants the Occupier the right to occupy the Property, 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 Property in order to enable them to attend university as a Student. The Occupier occupies the Property as a licensee. For the avoidance of doubt, the Occupier's interest in any Properties 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 Property 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 Property 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 Property. 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 Property at the end of the Period, including (but not limited to) the costs of any such legal action.

### **3. Payment of Total Rent**

- 3.1 The Occupier agrees to pay to the University the Total Rent in accordance with the payment terms set out in the Booking Agreement (subject to clause 6.1 below).
- 3.2 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 Property during the Period.
- 3.3 If the Total Rent is not paid in accordance with the payment terms set out in the Booking Agreement the University reserves the right to apply a late payment fee. The late payment fee will be calculated through the application of interest calculated at a rate being the existing Bank of England base rate plus 3% on the overdue amount for the number of days that any payment is outstanding.

### **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 Property 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.
- 4.4 The Occupier will pay Council Tax where applicable

## **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 Property.

- 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 Property.
- 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 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 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.

- 6.2 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 Property to protect your wellbeing or the wellbeing of others or to prevent damage to the Property.
- 6.3 The Occupier must vacate the Property 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 or Property 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 Properties**

- 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 Property 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 Property 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 Property whilst any appeal is considered.<sup>3</sup> If the Occupier tries to enter the Property 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 Property, 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 Property 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/Property 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 Property to protect their wellbeing or the wellbeing of others or to prevent damage to the Property.
- 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 or Property, the behaviour of fellow Occupiers, the behaviour of University staff or contractors, the behaviour of the property Owner 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 Property.
- 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 Property. 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 in relation the Property.
- 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 Property is safe to live in and for the University staff, or contractors engaged by the Owner, 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 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 Property 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 Property at any time;

13.1.4 not to hold or participate in any social gathering in the Property 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 Property;

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 Property on behalf of other organisations;

13.1.9 not to commit any arrestable offence or use the Property or knowingly allow the Property 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 Property or the area immediately outside the Property, 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, the property Owner, or 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 Property 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 Property immediately in the event of an alarm sounding and to co-operate at all times with University staff and emergency services;
- 14.1.3 not tamper/damage any of the window restrictors fitted to the Property windows and shall abide by the safety regulations displayed on each window;
- 14.1.4 not create a health hazard on the Property 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 Property including but not limited to obstructing or interfering with any means of escape from the Property;

- 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 Property;
- 14.1.8 not store or use petrol, paraffin, candles, oil burners or other dangerous materials inside the Property;
- 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 Property;
- 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 Property;
- 14.1.13 not bring extra fridges, freezers, cookers, microwaves, washing machines or dryers into the Property unless the University’s Accommodation Office has given prior written consent
- 14.1.14 not use halogen desk and table lamps in the Property due to the risks of fire associated with such products;
- 14.1.15 not use BBQs within the garden of the Property other than in designated BBQ areas;
- 14.1.16 not bring into or store on, the Property any form of weapon (real or imitation);
- 14.1.17 be responsible for the security and safety of all Room, and Property keys and swipe cards for their allocated accommodation;
- 14.1.18 not issue any keys for any lock comprising the Property to any other person;
- 14.1.19 return all keys to the Property 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 Property or any other University accommodation; and

14.1.22 not smoke anywhere in the Property including Communal Areas, Communal Facilities or Rooms/Shared Rooms. For the avoidance of doubt, this includes the prohibition of smoking e-cigarettes, vaping, shisha or use of shisha pipes.

## **15. Respect for the Properties.**

The Occupier agrees:-

- 15.1 not to cause any damage to the furniture, furnishings and fittings in the Property 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 Property any furniture or other articles belonging to the University or the Owner;
- 15.4 not to keep any animals, birds, reptiles, insects or fish in the Property 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 Property only;
- 15.5 not to work on any motor vehicles inside or outside of, and bicycles, inside of the Property;
- 15.6 not to bring any car, bike or vehicle parts into the Property;
- 15.7 not to erect or install any outdoor aerial, satellite dish, wireless access point, hub, switch or routers;
- 15.8 to permit the Owner, authorised University staff and Security personnel with responsibilities for residences, access to the Property (including the Room or Shared Room) as and when required by the University. This includes the admittance of the Owner and/or 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 be responsible for keeping the Property, including the Communal Areas, Communal Facilities, and the Room clean and tidy. If at any time the Property or any of its contents is found to be unclean or untidy, the Occupier will clean and tidy the same as soon as required to do so by the University. If the Occupier does not comply with this obligation within 48 hours of receiving notice from the University, the University reserves the right to employ contract cleaners to remedy the situation and to recover the cost of so doing from the Occupier, in line with the terms set out at clause 4 of this agreement;

- 15.10 to remove all rubbish and recycling from kitchens on a daily basis;
- 15.11 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 Property. The University may remove items that in their reasonable judgment are obscene or offensive;
- 15.12 not to store push bikes in Communal Areas, Communal Facilities or Rooms, Shared Rooms in the Property;
- 15.13 to leave any gardens or grounds attached to the Property in a clean and tidy condition;
- 15.14 at the end of the Period to leave the Property 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
- 15.15 to remove all belongings, rubbish and recycling from the Property 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.

## **17. The Owner's Responsibilities**

Under the terms of the contract between the University and the Owner the Owner is responsible for:

- 17.1 the maintenance and repair of the Property except where damage is caused by the Occupier or by another Student who is liable to repair such damage under their own Accommodation Contract;
- 17.2 the provision of all utilities and water;
- 17.3 the provision and maintenance of fire detection, alarm systems and fire fighting equipment in the Property;
- 17.4 the provision and maintenance of an adequate supply of hot water for domestic use;
- 17.5 the provision of 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;
- 17.6 Kitchen refuse bins (including repairing and replacing them when necessary) in the Communal Areas, and Communal Facilities;

- 17.7 Items on the Inventory, and the maintenance of those items (except for loss, breakage or damage attributable to the Occupier or their visitors);
- 17.8 insuring the structure, fabric, fixtures, fittings, furnishings and furniture at Property against fire and other risks and will keep them insured by a fully comprehensive policy to their full replacement value. The Owner will also be insured for Third Party Liability.

## **1.8 The University's Responsibilities**

- 18.1 The University will act on behalf of the Occupier in liaising with the Owner regarding any reported defects requiring maintenance or repair.
- 18.2 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.
- 18.3 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 or contractors that work in the Property.

## **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 agree with the Owner that the Owner may carry out any alterations or building works at the Property without liability for disturbance where the Owner 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).

## **17. 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.

**Please retain this copy of the Conditions of Residence for reference and read the student guide to tenancy for further conditions, information and advice.**