

## UNIVERSITY CENTRE REASEHEATH

### Higher Education Student Accommodation Licence Agreement Conditions

#### 1. Introduction

- 1.1 **These Conditions and the Student Accommodation Licence Agreement that you sign form a legally binding contract – ‘the Licence Agreement’. Please read them carefully and ask if there is anything that you do not understand.**
- 1.2 The Licence Agreement sets out the terms on which you are able to occupy a Room in the Halls of Residence.
- 1.3 The right to occupy is a right to occupy a Room within the Halls of Residence and not a right to occupy a specific Room.
- 1.4 The right to occupy a Room applies in term time only and you may be required to remove your belongings and vacate your Room for the University Centre Reaseheath holiday periods.
- 1.5 The Licence Agreement does not create a tenancy.

#### 2. Definitions

- 2.1 There are certain words in this document that have a specific meaning. These are:
- 2.1.1 **‘You’ or ‘Your’** means the student accepting a place in Halls of Residence subject to this Licence Agreement. It also means the student’s parent/guardian or guarantor where we refer to financial obligations in this Licence Agreement.
- 2.1.2 **‘Us’ or ‘Our’** means Reaseheath College and University Centre Reaseheath (UCR).
- 2.1.3 **‘Licence Fee’** means the fee for the period that you can occupy a Room as set out in the Student Accommodation Licence Agreement that you sign.
- 2.1.5 **‘Halls of Residence’** means the residences available for occupation by our students.
- 2.1.6 **‘Room/s’** means a part of Halls of Residence that is occupied as an individual private study bedroom.
- 2.1.7 **‘Common Area/s’** means all parts of Halls of Residence which are not Rooms and which are provided by us for the common use of you and other residents and includes the grounds and landscaped areas around Halls of Residence.

#### 3. Accepting an offer of accommodation

- 3.1 You must pay an initial deposit via our online store in order to accept an offer of a place in our Halls of Residence. On receipt of your initial deposit payment, we will send you the Licence Agreement to complete, sign and return.
- 3.2 The Licence Agreement will be effective and legally binding on you at the start of the fixed period of occupation in the Licence Agreement.
- 3.3 A damages deposit payment is required and retained by us for the duration of the Licence Agreement in case of damage or other costs payable under the Licence Agreement. It is refundable, subject to any deductions, at the end of the Licence Agreement (usually within 28 days of return of your room keys). We will retain your initial deposit towards your damages

deposit, unless you tell us that you wish to make the damages deposit payment separately. If you are already a current residential student with us, you may elect to 'roll over' your current year's deposit and, in this case, any damage at the end of the current year must be paid for before taking up your accommodation place for the next year.

- 3.4 You may only have a place in our Halls of Residence if you also have a place on your course of study. If you fail to meet the eligibility criteria to take up your place on your chosen course or to continue on to the next year of your course, this Licence Agreement will automatically end. You will receive a refund of any deposit you have paid (subject to any previous year damage, if rolled over).
- 3.5 If you change your mind and no longer wish to take up your place in our Halls of Residence, you should let us know by 1 September and you will receive a refund of any deposit you have paid (subject to any previous year damage, if rolled over).

#### **4. Duration of the Licence Agreement**

- 4.1 The Licence Agreement is for a fixed period, as set out in the Licence Agreement that you sign. Where the fixed period covers an academic year, the right to occupy is for term time only and you may be required to remove your belongings and vacate the Room for UCR holiday periods, unless otherwise agreed by us at the discretion of the Head of Student Services. Any agreement to occupy over a holiday period will be subject to a charge equivalent to the weekly or daily Licence Fee amount.
- 4.2 In the event that you fail to remove your belongings during holiday periods or at the end of the occupancy period and we have to store them, we will charge you the reasonable costs of such storage. We reserve the right to dispose of your belongings without liability if you fail to collect them on our giving you fourteen days' notice by email or letter to you at the contact details we have on record. We will charge you any reasonable costs of disposal.

#### **5. Payment of the Licence Fee**

- 5.1 The Licence Fee is due at the start of the period. We offer the following payment plan options:
- 5.1.1 One annual payment on enrolment;
  - 5.1.2 Three termly payments at the start of each term;
  - 5.1.3 By monthly online payment plan (split equally across eight monthly instalments).
- 5.2 You will receive an invoice from us setting out the amount payable.
- 5.3 The Licence Fee is for the fixed period stated and remains payable if you do not use the Room due to work experience, study tours, illness and other absences. You may claim back the meal cost element of the fee for any period away on study tours or educational exchanges (claim forms are available from Student Finance).
- 5.4 You must contact our Student Finance Team straight away if, for any reason, you are unable to make payment in line with your agreed payment plan, so that we can discuss payment options with you, including any residential bursaries or access funds that may apply.
- 5.5 You agree that if you are more than fourteen days late in making payment of the Licence Fee in line with your agreed payment plan, you may be charged a late payment fee, which will be

no greater than interest on the outstanding amount from the date it was late of 3% above the Bank of England Base Interest Rate.

- 5.6 If you fail to pay in line with your agreed payment plan, the full Licence Fee becomes immediately payable within fourteen days of our written demand for payment. If you fail to make payment within this fourteen-day period and have not made alternative arrangements with our Student Finance Team, we may end the Licence Agreement by serving on you a notice to vacate the Room. You will remain liable for payment of the outstanding amount of the Licence Fee, as set out in clause 9.4.
- 5.7 Where a guarantor (whether a parent/guardian or other guarantor) has guaranteed the financial obligations in the Licence Agreement, we will require payment from the guarantor should there be any failure to pay the Licence Fee payments or other charges due under the Licence Agreement.
- 5.8 Any outstanding debt will be subject to our debt recovery procedure and we may pass any unpaid fees or other charges to a debt collection agency. Any outstanding debt will be recoverable from the parent/guardian who has signed the Licence to Occupy, for students under 18, and against the student or their guarantor for students aged 18 and over.

## **6. Costs that we incur**

- 6.1 You agree to reimburse us for our financial loss and costs that we incur as a result of damage to or loss of our property caused by you or any visitors of yours, or otherwise as a result of you failing to meet your responsibilities under the Licence Agreement. You agree that we may deduct such amounts from your deposit or if this is not sufficient that you will pay such amounts to us, within seven days of us notifying you of the relevant amount, subject to your right of appeal set out in clause 6.5.
- 6.2 An estimate of the type and amount of costs we may incur and therefore the amount that you may have to pay is set out in our estimate of costs. This includes, for example the cost that you will need to pay for a replacement key or card, or for failing to return your key.
- 6.3 If damage is caused to the Common Areas, and following reasonable investigation, we cannot identify the individual/s who caused the damage from within the group of students occupying that area, we will charge a reasonable proportion of the cost of repair to each occupier of the corridor, block or Halls of Residence as determined fair and reasonable by us, subject to your right of appeal as set out in clause 6.5.
- 6.4 We reserve the right to recover the cost of any remedial cleaning required where you fail to keep the Room or Common Area in a reasonable condition, as required under the Licence Agreement. We will give you notice that we may incur a cost for additional cleaning unless you rectify the problem within a reasonable time, to give you chance to avoid any additional cost.
- 6.5 The amount payable by you for our costs relating to damage, loss or remedial cleaning will be notified to you by email or letter. You may appeal against the amount payable by contacting the Head of Student Services within seven days of notification. If no agreement can be reached, you may request a decision on the matter by writing to the Assistant Principal within ten days of the Head of Student Services' decision.

**7. Your right to occupy**

- 7.1 Your right to occupy a Room and use the Common Areas applies whilst you are an enrolled student with us and as long as you comply with the terms of the Licence Agreement.
- 7.2 Your right to occupy a Room is personal to you. You cannot transfer it to anyone else and you must not share or let others occupy the Room.
- 7.3 Your right to occupy a Room does not relate to a specific Room and we have the right to transfer you to a different Room or Halls of Residence on reasonable notice.
- 7.4 We have the right to transfer you to a different Room or Halls of Residence without giving you notice where we consider it necessary in the event that disciplinary proceedings (including investigations) are commenced or ongoing against you under our policy on student discipline and/or where criminal proceedings (including investigations) are commenced or ongoing.
- 7.5 You agree to vacate your Room and to remove and transfer your personal belongings to another Room or Halls of Residence when requested to do so in the event that we transfer you.
- 7.6 You may request to move Rooms during the licence period and we will consider your request and assist you if we can. This will depend on the availability of alternative Rooms and the practical and financial implications for us in granting your request. If you move Rooms and the Licence Fee for the new Room is different, we will charge you the new Licence Fee from the date you move Rooms. If you have prepaid the fee and the new fee is lower, we will reimburse the difference for the remainder of the licence period.
- 7.7 We may access your Room at reasonable times and giving reasonable notice to view, clean, inspect, repair or for any other reasonable purpose. It is not always possible to give notice and you agree that we can access your Room without notice in cases of emergency repair or other emergency or concern for the safety and wellbeing of you or others.

**8. When we can suspend your right to occupy**

- 8.1 We can suspend your right to occupy a Room without notice where we consider it necessary in the event that disciplinary proceedings (including investigations) are commenced or ongoing against you under our policy on student discipline and/or where criminal proceedings (including investigations) are commenced or ongoing and where, in our reasonable opinion, you are a risk to the health and/or safety of yourself or other residents, students or staff.
- 8.2 We can suspend your right to occupy a Room without notice where, in our reasonable opinion in line with our safeguarding and fitness to study policies and procedures, you pose a serious risk to your own wellbeing, health and safety or that of others.
- 8.3 You agree to vacate your Room and remove your personal belongings when we request you to do so in the event that we suspend your right to occupy the Room.
- 8.4 Our right to suspend does not affect our right to end the Licence Agreement.

**9. Our right to end the Licence Agreement**

9.1 We can end the Licence Agreement immediately on giving notice to you if:

- 9.1.1 You withdraw from or, for any reason, are no longer on your programme of study with us;
- 9.1.2 You receive a caution or are convicted of a criminal offence, including misuse of drugs related offences, that we reasonably consider makes you a risk to the health and safety of other residents, students or staff; or
- 9.1.3 You are in serious breach of the Licence Agreement and/or our disciplinary policy and rules. Serious breach includes (but is not limited to) conduct that puts the health and safety of other residents, students or staff at risk; violent or abusive behaviour; possession of weapons; bullying or harassment of other residents, students or staff; wilfully or recklessly damaging our property; or
- 9.1.4 You or your guarantor having failed to pay when due all or any part of the Licence Fee, as set out in clause 5.6.

9.2 You agree to vacate your Room and remove your personal belongings when we request you to do so in the event that we end the Licence Agreement.

9.3 By exercising our right to end the Licence Agreement, we are not prevented from exercising any other right or remedy available to us under the Licence Agreement, including the right to recover any outstanding payments including outstanding charges or costs for terminating the Licence Agreement.

9.4 On termination of the Licence Agreement by us under clause 9.1, **you are liable to pay the fees set out in the table below unless we are able to find an immediate replacement** who is an enrolled student (not already in Halls of Residence), for example, where we have a waiting list.

<b>Date of us ending the Licence Agreement</b>	<b>Fee payable by you</b>
On or before 23 <sup>rd</sup> October 2020	You pay existing occupation period only
On or before 4 <sup>th</sup> January 2021	Existing period plus amount equal to 14 weeks fees
After 4 <sup>th</sup> January 2021	Full Licence Fee

9.5 Where the Licence Agreement ends under this clause 9 or for whatever reason and you refuse to vacate the Room, we will obtain a Court Order to evict you and the costs of obtaining such Court Order will be payable by you.

**10. Your right to end the Licence Agreement**

10.1 You may end the Licence Agreement by giving notice in writing to the Head of Student Services and you must vacate the Room, remove your belongings and return your keys to the student services office by 12.00pm on the date given.

10.2 If you end the Licence Agreement **you are liable to pay the fees set out in the table below unless we are able to find an immediate replacement** who is an enrolled student (not already in Halls of Residence), for example, where we have a waiting list:

<b>Date of you ending the Licence Agreement</b>	<b>Fee payable by you</b>
On or before 23 <sup>rd</sup> October 2020	You pay existing occupation period only
On or before 4 <sup>th</sup> January 2021	Existing period plus amount equal to 14 weeks fees
After 4 <sup>th</sup> January 2021	Full Licence Fee

10.3 If we are in serious breach of our obligations under the Licence Agreement (unless such breach is outside our reasonable control), and, as a result the Licence Agreement ends, you will not have to pay any termination fee and we will reimburse any advance payment you have made for the remaining period of the Licence Agreement.

## **11. Residential rules and behaviour expectations**

11.1 Our Higher Education Student Contract sets out what you can expect of us during your time with us as a student and what we expect of you. As a residential student, you must comply with the Residential Handbook, our Higher Education Student Contract and our regulations, policies and procedures, as amended from time to time, including those on student discipline. The regulations, policies and procedures can be found at [www.reaseheath.ac.uk/about-us/about-the-college/college-policies](http://www.reaseheath.ac.uk/about-us/about-the-college/college-policies) and <https://ucreaseheath.ac.uk/about/policies/> and on the Virtual Learning Environment. **Failure to comply with our rules and behaviour expectations may result in disciplinary action against you and/or financial charges and/or expulsion from your course of study, suspension or eviction from the Room.**

11.2 In particular you will:

11.2.1 Comply with all health and safety and fire safety instructions and guidance and must not interfere with any fire alarm, detector, extinguisher, sign or other fire equipment. Any misuse will be subject to our disciplinary procedures and you may be subject to the costs of repair and any costs of fire service attendance.

11.2.2 Not interfere with any electrical installation or use any form of heating or electrical adapter except those provided by us.

11.2.3 Ensure that all electrical appliances used by you are Portable Appliance Tested and agreed with Student Services for use in the Room or Common Areas. We reserve the right to carry out PAT tests on your appliances if necessary and pass on the cost of such testing to you.

11.2.4 Not use candles, incense sticks, barbeques or other ignitable materials because of the serious risk of fire.

11.2.5 Not cook in the Room or any Common Area except for the kitchen, nor keep any fridge or freezer in the Room (unless a fridge/freezer is by prior agreement for medical reasons and on medical evidence).

11.2.6 Not possess any weapons and/or anything which we consider dangerous, offensive, combustible or explosive.

11.2.7 Not possess/use/produce/supply any unlawful drugs or new psychoactive substances (legal highs).

- 11.2.8 Not smoke or use e-cigarettes in the Room, Common Areas or anywhere on campus except in the designated smoking and e-cigarette smoking areas.
- 11.2.9 Not impede our staff and/or contractors in the performance of their duties and comply with reasonable instructions of Student Services, Estates and any other staff. Such instructions include providing college identification when requested to do so.
- 11.3 As part of our community of students, you agree to uphold the College Values in your behaviour whilst a student with us. In particular you will:
  - 11.3.1 Show consideration to other residents including keeping noise to a minimum and not making the Common Areas dirty or untidy. Parties and excessive noise are not permitted.
  - 11.3.2 Keep the Room and Common Areas reasonably clean and tidy and not remove furniture, equipment, fixtures or fittings from the Room or Common Areas or cause damage to property.
  - 11.3.3 Report any damage/repairs required to the Room or Common Areas immediately to the Head of Student Services at the time of discovery.
  - 11.3.4 Not keep Pets (assistance dogs only by prior arrangement).
  - 11.3.5 Not cause a nuisance to or harassment or bullying of other residents, students, staff or neighbours on any grounds, including on grounds of sex, race (which includes colour, nationality, ethnic and national origin), disability, religion or belief, age, pregnancy, gender reassignment or sexual orientation.
  - 11.3.6 Adhere to British Values, which are integral to our College Values and in particular, not behave in a way that may be perceived as promoting extremism or inciting hatred or violence or any breach of the criminal law.
- 11.4 You agree that we may enter and search the Room where we reasonably suspect that you or any other person is behaving in a way that is a risk to health or safety or may amount to a criminal offence. We may confiscate any article, which in our reasonable opinion presents a risk to health and safety, and we may hand it over to the police.
- 11.5 When you leave the Room at the end of the Licence Agreement, whether this be the end of the academic year or earlier if the Licence Agreement is ended earlier for whatever reason, you agree:
  - 11.5.1 To leave it clean and tidy, as you found it, including any shared facilities such as bathrooms and communal areas;
  - 11.5.2 Move out, removing all your belongings, lock your room and return your keys to the student services office by 12pm on the last day of the Licence Agreement.
- 12. General provisions**
  - 12.1 Your personal property is not covered by our insurance and you are strongly recommended to obtain adequate insurance for your personal property.

- 12.2 You are responsible for obtaining your own television licence if you are watching live TV or downloading or watching catch up TV on any devices. The authorities do check and may fine you if you do not possess a valid TV licence.
- 12.3 Whilst we take reasonable steps to supply gas, water, electricity and internet access, we cannot guarantee a continuous supply and we cannot be held liable for any loss or damage resulting from the failure of the service provider to supply the services or from interruptions in supply and which are reasonably beyond our control.
- 12.4 Nothing in the Licence Agreement is intended to exclude our liability for damage or direct loss caused because of our negligence, breach of statutory duty or fraud.
- 12.5 If any clause or part of the Licence Agreement is held to be illegal or unenforceable then that clause or part will not form part of the Licence Agreement and the enforceability of the remainder will not be affected.
- 12.6 If you or we grant any indulgence, extension or delay to the other in exercising any of the rights or remedies under the Licence Agreement, you or we do not diminish, waive or extinguish the rights.
- 12.7 Nothing in the Licence Agreement gives any third party any benefit or the right to enforce any provision of the Licence Agreement.
- 12.8 Any notice required will be in writing. It will be validly served by us on you if delivered by hand to the Room or by first class post to your academic department or your last known address, or by email to your last known email address. It will be validly served by you on us if delivered by hand or by first class post to the Head of Student Services, Reaseheath College or sent by email to the Head of Student Services at [markb@reaseheath.ac.uk](mailto:markb@reaseheath.ac.uk).
- 12.9 Your personal data will be processed for the purpose of administering the accommodation service and in accordance with Data Protection legislation. We process your personal data for all lawful purposes in connection with this Licence. We process the data for the performance of the licence, which includes allocating rooms, debt recovery, measuring satisfaction and enabling us to carry out our obligations. Full details of how University Centre Reaseheath processes your personal data can be found in the Privacy Notice on the Reaseheath College and University Centre Reaseheath website.
- 12.10 The Licence Agreement is governed by the laws of England and Wales. Any dispute arising out of it is subject to the exclusive jurisdiction of the English courts. This does not prevent you from taking your complaint to the Office of the Adjudicator for Higher Education (if you are a higher education student), once you have been through our internal complaints process.

### **13. Concerns and Complaints**

- 13.1 Please tell us straight away if you have a concern or complaint about the Room or Common Areas, so that we can try to resolve it as soon as possible. **You should contact the Head of Student Services at [markb@reaseheath.ac.uk](mailto:markb@reaseheath.ac.uk) and mark your email Accommodation Complaint.** If we are unable to resolve the matter to your satisfaction, you can access our complaints process for HE students. Please ask the Head of Student Services for a copy of the complaints process.
- 13.2 If, after completing our internal complaints process you remain dissatisfied, you can refer your complaint to the following:

The Office of the Independent Adjudicator for Higher Education (further details are given in your Student Contract and the HE Student Complaints Policy, available on the University Centre Reaseheath website at <https://ucreaseheath.ac.uk/about/policies/>).

**14. Equality and Diversity**

- 14.1 We will apply the terms of the Licence Agreement with due regard to our duties under the Equality Act 2010. Nothing in the Licence Agreement will prevent us exercising discretion in exceptional circumstances in relation to enforcement of fees or charges on due consideration of individual circumstances and appropriate medical evidence.