

**Loughborough University**  
**Halls of Residence**  
**LICENCE TERMS AND CONDITIONS 2011 - 2012**

The Licence between Loughborough University and the Student comprises:

- (a) An Offer setting out details and terms specific to the Student;
- (b) the Loughborough University Halls of Residence Licence Terms and Conditions 2010/11 current at the time the Licence comes into effect;
- (c) the Halls Information Booklet 2011/12, and
- (d) the Halls Fees Guide 2011/12

Once the Student accepts the Offer, these documents create legally binding obligations between the University and the Student. The Student should therefore ensure that s/he has read, understood and is prepared to agree to all the terms and conditions in these documents before making a commitment by accepting the Offer. Notification of the Offer will be sent to the Student by e-mail; the Offer and remaining licence documents can all be viewed at <http://accommodation.lboro.ac.uk>. The Student will need their UserID and password to view their Offer.

The Licence is governed by English law which international students might find quite different to the law which applies in their own country. If you do not understand any of the licence terms and conditions, seek clarification via email from [sac@lboro.ac.uk](mailto:sac@lboro.ac.uk) or telephone +44 (0)1509 222258. Take independent advice before proceeding if you think you need it.

The Licence comes into effect when the Student has accepted their Offer on-line. Acceptance on-line makes a legally binding contract between the University and the Student. The University may (but is not obliged to) cancel the Licence if the Student does not pay the Deposit by the date stipulated in their Offer. Where the Student has not accepted their Offer, but is or has been in occupation of the Premises, an agreement will be deemed to have arisen on these terms and conditions, but any such agreement may be terminated by the University in the circumstances set out in clause 7.

The University has signed up to the UUK Code of Practice for the Management of Student Housing.

**DEFINITIONS**

Common Parts	Any shared facilities such as grounds, entrance lobby, stairs, landings, lifts or hallways which are necessary for the purpose of gaining access to the Premises (including any gardens, lawns, paths and roadways), shared bathrooms and kitchens.
Contents	The fixtures, fittings, furniture and equipment in the Premises (listed on the room and communal facilities audit sheets provided at the start of the Licence Period and after any break in the Licence Period) and those provided for general use in the Common Parts
Offer	An offer of accommodation made by Loughborough University to a student, which is subject to these terms and conditions, the Halls Fees Guide and the Halls Information Booklet appropriate to the Premises

Keys	Keys, access cards, swipe cards and any other device for securing or gaining lawful access to the Premises
University	Loughborough University of Loughborough LE11 3TU, which includes its business name “imago Services”
Student	The Student named in the Offer

“Hall” “Licence Fees”, “Licence Period”, “Deposit”, and “Premises” shall have the meanings given to them in the Offer

## INTRODUCTION

1. The parties to the Licence are the University and the Student. The Licence incorporates the Offer, these terms and conditions, The Halls Information Booklet and the Halls Fees Guide (see <http://accommodation.lboro.ac.uk>)
2. The Hall is managed by the University or by one of the University’s partners, being either Derwent Housing Association (trading as Derwent Living), UNITE plc or UPP (Universities Partnership Programme)
3. The parties acknowledge that:
  - 3.1 This Licence does not, and is not intended to, create a tenancy of the Premises. The Student occupies the Premises as a licensee and does not have exclusive possession of the Premises.
  - 3.2 The sole purpose of this Licence is to provide residential accommodation (the Premises) to the Student to enable them to undertake a course of study at the University.
  - 3.3 The Premises are part of a communal residential environment and the Student acknowledges that the University will regard all forms of antisocial behaviour by the Student or their visitors as unacceptable in such a context and contrary to the interests of the other residents.
  - 3.4 If the Premises are designated as a shared room then the Student is not liable for payment of the other student’s licence fees for the Premises. If the other occupant leaves a shared room, the University reserves the right to transfer the remaining Student to a different room or to introduce a replacement student to share the Premises with the Student (see clause 21).
  - 3.5 The Premises are deemed to be satisfactory and acceptable to the Student once the Student has accepted the keys and/or slept in the Premises.
  - 3.6 This Licence is between the Student and the University. Provided the Student is over the age of 18, the University will not discuss matters relating to this Licence with the Student’s parent or guardian without the Student’s prior written consent, irrespective of whether it is a parent or guardian who pays the Licence Fees.
  - 3.7 After the first 4 weeks of term, the Student may request that this Licence be transferred to an alternative room / hall subject to agreement by the Hall Warden(s) and the Student Accommodation Centre. A £50 administration fee is applicable. Transfers will not be considered during the Summer Term unless exceptional circumstances apply.

## **DEPOSIT AND FEES**

4. The Student agrees to pay the Deposit on or before the deadline stipulated in the Offer and to pay the Licence Fees within 14 days of the University issuing its invoice for them or, if earlier, before the Student moves into the Premises. The University will accept payment by cash, cheque, direct debit, and credit/debit card or on-line at [www.lboro.ac.uk/admin/financial/pages/online\\_payment.html](http://www.lboro.ac.uk/admin/financial/pages/online_payment.html)
5. The Licence Fees include charges for gas, electricity and water consumed at the Premises. Where the Premises are in a catered Hall the Licence Fees include charges for meals. See <http://accommodation.lboro.ac.uk>

## **EARLY TERMINATION OF LICENCE: STUDENT'S CIRCUMSTANCES**

- 6.1 The Licence shall be treated as terminated with immediate effect in any of the following cases:
  - 6.1.1 If due to examination failure the Student leaves the Premises or fails to take up occupation. In this case the Licence Fees are only payable up to the date when the Student either provides evidence of examination results and notifies the University that s/he does not intend to take occupation or, where the Student has already taken up occupation, when the Student vacates the Premises and returns all Keys to the University. Any Deposit the Student has paid will be refunded, subject to any applicable deduction under clause 15. Normally Licence Fees will not have been paid in these circumstances, but if any Licence Fees have been paid, the University will refund them (or a fair proportion of them where the Premises have been occupied).
  - 6.1.2 If the Student fails their end of year assessments and/or reassessments, unless the Student provides written evidence to the University's Student Accommodation Centre that they are being allowed to transfer onto another full-time course at the University. The Student should provide such evidence within 48 hours of the Student being notified of their results. In this case the Deposit will be refunded subject to any applicable deduction under clause 15. Normally Licence Fees will not have been paid in these circumstances, but if any Licence Fees have been paid, the University will refund them (or a fair proportion of them where the Premises have been occupied).
  - 6.1.3 If the Student is in debt to Loughborough University 28 days prior to the start of the Licence Period in respect of tuition fees, or licence fees under a previous accommodation licence with the University. In this case the Deposit and the Licence Fees will be refunded subject to any deduction under clause 15. (Students can check their financial standing by contacting the University on +44 (0)1509 223538.
  - 6.1.4 If the Student is not receiving tuition or not registered as a student at Loughborough University, or is on placement or work experience.
  - 6.1.5 If the Student is already a student at Loughborough University at the time when the Licence is entered into but, before the start of the Licence Period, the Student is either:
    - 6.1.5.1 Required to leave Loughborough University accommodation which they occupy under an earlier licence; or
    - 6.1.5.2 Found guilty of a disciplinary or criminal offence.

## EARLY TERMINATION OF THE LICENCE AT STUDENT'S REQUEST

6.2 If it is the Student who wishes to terminate this Licence **before the end of the Licence Period**, the Student is required to submit a completed Accommodation Cancellation Form (obtainable from the University's Student Accommodation Centre) and return it to the University **as a pre-condition for consideration of early termination** in the following cases. If the Student wishes to terminate this Licence on grounds other than listed in clauses 6.2.1 to 6.2.4, clause 6.3 will apply. (Applications for release will not be accepted during the last 4 weeks of the Licence term.)

- 6.2.1 If the Student wishes to terminate their Licence early for compassionate or medical reasons, the University must be satisfied (in its reasonable discretion) that the reasons given by the Student and any evidence in support (e.g. recent letter from medical professional regarding health and confirmation by head of department regarding academic withdrawal) are such as should entitle the Student to be released from future obligations under their Licence. The University will promptly notify the Student whether their application to terminate their Licence has been successful. In the case of a successful application Licence Fees will be refunded for the period from the Friday following either the Student's vacation of the Premises or return of the Keys (whichever is the later date). The Deposit will be refunded subject to any deduction under clause 15.
- 6.2.2 If the Student withdraws from study at the University or is granted leave of absence from any University course then (subject to providing appropriate written evidence) the Student remains liable for payment of all Licence Fees until the date of vacating the Premises or return of the Keys (whichever is the later date). In this case, the Student will be liable to pay a withdrawal fee equal to 4 weeks rent (which may be retained from pre-paid Licence Fees and Deposit) to cover the costs of the Premises being empty until re-occupied, and the University's costs of advertising, cleaning and administration. Any balance of the Deposit will be refunded subject to any deduction under clause 15.
- 6.2.3 If the Student secures a placement or exchange study visit away from the University during the Licence Period, the Student will be required to provide appropriate evidence and pay the Licence Fees until the end date of the first Semester (see the University calendar at [www.lboro.ac.uk/admin/ar/calender/dates](http://www.lboro.ac.uk/admin/ar/calender/dates)) or the return of the Keys (whichever is the later date) and the Deposit will be refunded subject to any deduction under clause 15.
- 6.2.4 If the Student wishes to cancel this Licence **before the start of the Licence Period** they may do so, but must submit a completed Accommodation Cancellation Form and pay a cancellation charge to the University as follows.

<u>Date Cancellation Form Received</u>	<u>Cancellation Charge</u>
on or before 15 July 2011	£75
16 July – 14 August 2011	£100
15 August – 18 September 2011	£150
18 September 2011 up to the day before the start of the Licence Period	£150 + 2 weeks Licence Fees
or where no form submitted	

(unless the Student falls into one of the categories listed in clause 6.1, or exercises their right to cancel under clause 13).

6.3 If the Student wishes to terminate the Licence after the start of the Licence Period but does not obtain a written release from the University's imago Services, there will be no refund of the Licence Fees unless and until the University grants a licence of the Premises to another student reasonably acceptable to the University and not already in the University's accommodation elsewhere. Any refund will be for the proportion of Licence Fees paid by the replacement student. It will be primarily the Student's responsibility to find the replacement occupier and the University shall not be under any obligation to grant a licence of the Premises to anyone already on its waiting list until all its existing available accommodation has become occupied. The Deposit will be refunded at the end of the Licence Period (or, if earlier, when the Premises are re-occupied) subject to any deduction under clause 15. The University will charge an administration fee of £50. Nothing in this clause affects the Student's right to cancel under clause 13, if applicable.

6.4 The Student is entitled to appeal the University's decision in relation to Clause 6.2 or 6.3, by writing to imago Services, the Student Accommodation Centre Manager (appeals will be accepted via email to [sac@lboro.ac.uk](mailto:sac@lboro.ac.uk)).

## **TERMINATION OF LICENCE BY THE UNIVERSITY**

7.1 If the Student is in serious or persistent breach of any terms of their Licence or is found guilty of a serious or persistent disciplinary offence under the University's disciplinary regulations, (see [www.lboro.ac.uk/admin/ar/policy/behaviour](http://www.lboro.ac.uk/admin/ar/policy/behaviour)) then the Licence may be terminated by the University giving not less than four weeks written notice to the Student PROVIDED THAT in cases of persistent and/or serious breaches of the terms of this Licence or the University's disciplinary regulations which cause disruption or serious risk to others the notice period may be such lesser period as in the University's reasonable discretion is appropriate to the breach. Serious and/or persistent breaches include but are not limited to the following: -

7.1.1 Substance abuse, dealing or supply.

7.1.2 Violent or aggressive behaviour.

7.1.3 Harassment.

7.1.4 Serious damage to or interference with the University's or to another resident's property

7.1.5 Bringing a vehicle to Loughborough in breach of an undertaking that the Student has given (see clause 23.13)

7.2 If the Licence is terminated under this clause 7 the Deposit will not be repaid to the Student, but will be retained by the University to cover the costs and expenses of the early termination. The University will charge to the Student separately any items which would normally be deductible from the Deposit, and these will be payable before the expiry of the notice period. Licence Fees will not be refunded but will be retained by the University unless the Premises are licensed to another student for the remainder of the Licence Period, in which case a fair and reasonable proportion of the Licence Fees will be returned to the Student for that period where the replacement student is in occupation.

7.3 The University may terminate this Licence before the start of the Licence Period (but shall not be obliged to do so) if the Student does not pay the Deposit by the date stated in their Offer. (Cancellation charges will apply as per Clause 6.2.4)

- 8 Having regard to its obligations under the Disability Discrimination Acts 1995 and 2005, the University shall be entitled to terminate the Licence before the end of the Licence Period by serving reasonable notice on the Student if (in the University's reasonable opinion) the Student's health or behaviour creates a serious risk to themselves or to others or to the property of others.
  - 8.1 If the Licence is terminated on disability or health grounds, the University will refund Licence Fees to the Student for the unexpired part of the Licence Period after the Student returns the Keys and the Deposit will be refunded subject to any deduction under clause 15.
  - 8.2 If the Student has a disability which makes the Premises or communal living unsuitable for them, then the University will use all reasonable endeavours, working in consultation with the Student, to find the Student more suitable University accommodation as an alternative to terminating the Licence (which will then be transferred to the new accommodation).
  - 8.3 If this Licence is terminated on behaviour grounds (not directly related to a disability) the University will refund Licence Fees to the Student if the room is re-occupied for the period during which the University receives payment from a replacement student and the Deposit will be refunded when a replacement student takes occupation (or if earlier at the end of the Licence Period) subject to any deduction under clause 15.
  - 8.4 The University has a policy of positive discrimination towards disabled students and will not be under any obligation to other students to terminate a disabled student's licence, or transfer a disabled student to other accommodation, unless the University reasonably considers that there is a serious risk affecting the other student(s).
9. In all cases the University acknowledges that if the Student does not leave the Premises voluntarily then the University must get an order for possession from the court before the Student can be lawfully evicted. If that becomes necessary the University will ask the court for an order that the Student pays the University's net loss of income, its reasonable legal costs and expenses incurred in contemplation, preparation, prosecution and enforcement of legal proceedings and interest.

#### **STUDENT'S RIGHT TO CANCEL**

10. Under the Consumer Protection (Distance Selling) Regulations 2000, the University is required to provide the Student with the information in clauses 11-13 if the University has not met the Student before entering into this Licence.
11. Loughborough University and one of its accommodation partners, UPP (Universities Partnership Programme), Unite plc or Derwent Housing Association trading as Derwent Living (depending on the Hall) is the supplier of the Premises and the address of the Premises is given in the Licence Agreement.
12. The services which the University will supply for the Licence Period, the price and the arrangements for payment are as set out in the Offer, the Halls Information Booklet the Halls Fees Guide and these terms and conditions (see <http://accommodation.lboro.ac.uk>)

13. The Student has the right to cancel this Licence by giving to the University written (by e-mail, fax or post) notice to reach the University within 8 working days of the date the Student accepted the Offer of accommodation.
14. **Any right to cancel does not apply once the University has started to provide the Premises to the Student: after accepting the keys and/or moving in, it is too late to cancel under clause 13.**

## DEPOSITS

15. Subject to any other provision in this Licence, the University will repay the Deposit to the Student within 30 days of the end of the Licence less proper and reasonable deductions to cover any of the following:
  - 15.1 The cost to the University of remedying any breach of the Student's obligations in this Licence including any administration costs, damage to, or removal of, any of the University's property. Common examples of Deposit deductions for damage relate to soiled carpet, marked or damaged walls, failure to empty or defrost fridge/freezer, damage to electrical equipment and soiled mattress, but this is not intended to be an exhaustive list. Please view our website for further details: <http://accommodation.lboro.ac.uk/downloads/damage-charges-1011.pdf>.
  - 15.2 Loss or late return of keys to the Premises.
  - 15.3 Any non-payment of Licence Fees and/or tuition fees.
  - 15.4 Any other debt payable by the Student to Loughborough University.
  - 15.5 The University's proper costs incurred in taking reasonable steps to enforce the Student's obligations in this Licence
16. At the start and end of the Licence Period (or earlier termination of the Licence) the Student shall check, sign and return to the University a room audit sheet and a communal facilities audit sheet for the Premises. From time to time throughout the Licence Period the Premises will be audited by the Hall Manager or a representative of the University's partner operating the Hall. Damage, or missing items, not recorded on the room audit sheet at the start of the Licence Period will be presumed to have been caused by the Student (or visitor(s) for whom s/he is responsible) unless there is clear evidence to the contrary.
17. The Student is responsible for the furniture, fixtures and fittings inside the Premises. Any loss or damage occurring during the Licence Period will be presumed to have been caused by the Student (or visitor(s)) unless the Student can show that this was not the case. The University will be entitled to charge the Student for the proper and reasonable costs of remedying any damage or replacing any missing item, and deduct such charges from the Deposit in accordance with clause 15. If damage allocated to you reaches £100 or more during the Licence period, the charge will be added to your student account and will be payable within 30 days of the notification letter. Any appeal should be received within 10 days of notification.
18. The Student must return all Keys to the Hall Manager's office at the end of the Licence Period or on earlier termination of the Licence.

## ACCESS AND CHANGES TO THE PREMISES

19. The Student must vacate the Premises for a reasonable period, or allow reasonable access to the Premises, to enable the University's employees and contractors, including Hall Managers (and those acting on their behalf), Wardens and security staff to inspect, clean, repair and maintain the Premises. If the University requires the Student to vacate the Premises, it will offer suitable alternative accommodation. The University will usually give reasonable notice when access or relocation is required, but no notice will be given in emergencies.
20. The Student agrees that the University (and/or those acting on its behalf) may enter the Premises in cases of immediate necessity or urgency. These include but are not limited to the following:
  - 20.1 Possible medical or severe psychological incapacitation of the Student or anyone else present in the Premises.
  - 20.2 Suspicion of drug abuse.
  - 20.3 Illegal occupancy.
  - 20.4 Serious breaches of the University's regulations such as violence or theft (see [www.lboro.ac.uk/admin/ar/policy/behaviour](http://www.lboro.ac.uk/admin/ar/policy/behaviour)).
  - 20.5 Noise or behaviour which is a nuisance or disturbance to other residents.
  - 20.6 Emergency maintenance to repair anything which is a danger to any person.
21. The Student acknowledges that:
  - 21.1 The University Halls of Residence undergo a rolling refurbishment, maintenance and construction programme which relies on outside contractors. Such programmes may lead to some inconvenience or noise disturbance during normal working hours in adjacent properties, and this may affect the Premises. The University will use reasonable endeavours to keep residents informed in advance of any major works likely to affect them.
  - 21.2 The University reserves the right on giving reasonable notice to make changes to, or withdraw, any of its accommodation and services if such is necessitated by such refurbishment and maintenance programmes. In such circumstances the University will endeavour to provide suitable alternative accommodation. If there is no such accommodation available, or the Student unreasonably refuses an offer of suitable alternative accommodation, then the University may terminate the licence. In such cases Licence Fees are only payable up to the date of termination and the Student will be entitled to a refund of the Deposit subject to any deductions under clause 15.
  - 21.3 The University is entitled to transfer the Student to a different room (which it will endeavour to ensure is comparable to the Premises) if in the reasonable opinion of the Hall Warden such a transfer is necessary or desirable for the effective pastoral management of the Hall. The Student is entitled to appeal the Hall Warden's decision by writing to the Head of Staff & Customer Relations at imago Services.
  - 21.4 Certain rooms may be used for showing to other people (e.g. prospective occupiers). If the Student agrees to the Premises being used for this purpose, the University will give the Student some recompense (the type and amount to be agreed). Where a Student has agreed that the Premises may be used for viewings, the Student agrees to co-operate with the University and allow viewings upon reasonable prior notice.

21.5 The University is entitled to transfer the Student to a different room (which it will endeavour to ensure is comparable to the Premises) or to substitute services for economic or organisational reasons. For example, if the Hall or part of it is closed down because it is under-occupied, or being repaired, the Student may be required to transfer to a comparable Hall; if a dining room is being under-used, the University may close it and offer the Student meals in another dining hall. The Student is entitled to appeal the University's decision by writing to the Head of Staff & Customer Relations of imago Services.

21.6 The University is entitled to transfer the Student to a different room (which it will endeavour to ensure is comparable to the Premises if there is a serious failure of core facilities or if there is a need to release all or part of the Hall for other purposes). The Student is entitled to appeal the University's decision by writing to the Head of Staff & Customer Relations of imago Services.

21.7 The Head of Staff & Customer Relations of imago Services will provide the Student with details of any refunds that may be available as a result of any loss of service

21.8 Where the Licence is for term-time only (this will be stated in the Offer) the Student must vacate the Premises and return all Keys to the Hall Manager's office at the start of each vacation period, details of which are set out in the Halls Information Booklet. (see <http://accommodation.lboro.ac.uk>). Students who are required to vacate but do not do so may be liable to compensate the University for loss of conference accommodation income during the vacation periods.

## **.HALL SUBSCRIPTIONS**

22. The Student agrees to pay a subscription to the Student Hall Committee to support the activities of the Hall. Such subscription is usually collected by the Student Hall Committee on the Student's arrival at the Hall. The level of the subscription is determined annually and is approximately £50 although this will vary from hall to hall. Subscriptions are normally non-refundable but a part refund may be given at the Hall Committee's reasonable discretion.

## **STUDENT BEHAVIOUR**

23. The Student agrees:

- 23.1 To ensure that their visitors comply with these Terms and Conditions whilst in the Hall and to be responsible for any failure by the Student's visitor(s) to do so.
- 23.2 Not to do anything to bring Loughborough University into disrepute and at all times to act in a reasonable manner in relation to their use and occupation of the Premises and the communal facilities at the Hall.
- 23.3 Not to cause any unreasonable disturbance or inconvenience to other occupants or visitors to the Hall.
- 23.4 Not to play or allow to be played any musical instruments or amplified equipment between the hours of 11.00pm and 7.30am or so as to cause annoyance to others and not to make any other noise which is audible from outside the Premises between those times.
- 23.5 Not to deface or to cause damage to any University property.
- 23.6 To pay a fair and reasonable proportion of any collective charge which the University may properly impose on the occupants of all, or a specified part, of the Hall for any damage to any part of the Hall or its contents (outside a bedroom, which is in all cases the responsibility of the occupier) where individual

responsibility cannot be determined. Charges will be actioned according to Clause 17. Appeals to the University against collective charges may be made in writing to the Head of Staff & Customer Relations of imago Services.

- 23.7 To take all reasonable precautions to keep the Premises adequately ventilated and free from mould and other damage caused by excess condensation.
- 23.8 To comply with any regulations from time to time reasonably issued by the University in relation to the Premises which are published or communicated to the Student.
- 23.9 To complete the online Living in Halls induction and comply with all instructions (including those in the Hall Information Booklet and the Hall User guide), given by the University, the Warden or those on the Warden's behalf relating to the Premises or the behaviour of the Student or their guests within the Hall. Applicable University policies are available on [www.lboro.ac.uk/admin/ar/policy/behaviour](http://www.lboro.ac.uk/admin/ar/policy/behaviour). Failure to comply with instructions on matters of health and safety will be regarded as a serious breach of these terms and conditions.
- 23.10 To acquaint themselves, and comply with, the fire alarm and evacuation procedures as laid down by the University and those acting on their behalf.
- 23.11 To notify the Warden if the Premises are to be unoccupied for a continuous period of 7 days or more and to take such precautions for the security of the Premises and the Contents as are reasonably required by the University during any period of non-occupation.
- 23.12 Not to bring any animal upon the Premises unless it is an aid for a disabled person.
- 23.13 Not to keep any vehicle or vehicle parts at the Premises without appropriate authority. The remainder of this clause applies only where the Premises are in the following Halls; John Phillips, Hazlerigg-Rutland, Elvyn Richards, Robert Bakewell and William Morris. At these Halls there is a planning and transport control in force. The University has an obligation to ensure that students coming to live at these Halls sign an undertaking that they either have the use of an identified parking space or will not bring a motor vehicle to Loughborough, except for the purpose of moving their belongings in and moving out at the start and end of their Licence Period (and any applicable vacations). By entering into this agreement, the Student is giving such an undertaking both to the University and the local authority. The Student will by accepting the Licence confirm their promise of this undertaking at their Hall. If a vehicle is to be brought to Loughborough, the student must complete the Car Park Agreement Form stating the identified parking space. See <http://accommodation.lboro.ac.uk/brochures.php>  
**Breach of the undertaking will be treated as a serious breach of this licence agreement entitling the University to terminate it.** (see clause 7.1.5)
- 23.14 If the Premises have a catered package, ID cards must be produced at all meals.
- 23.15 That while the Student and their invitees are in the Hall (including in the Premises) they are subject to the authority of the Hall Warden.
- 23.16 The Student is responsible for the actions of their visitors whilst in the Hall including its common parts and the Student will be charged for the proper and reasonable cost of repairing any damage caused to any University property or replacing any items removed from University property by the Student's visitors.

- 23.17 Not to invite any visitor to stay overnight in the Premises without the prior written consent of the University (such consent not to be unreasonably withheld). Breach of this term may also be in breach of the University's Health and Safety Regulations.
- 23.18 To comply with the University's no smoking policy applicable to all Halls.
- 23.19 Not to do anything which would put the health, safety or welfare of other persons, or their property, at risk.
- 23.20 Not at any time to leave the Premises unoccupied without locking the doors and windows. Not to leave the entrance doors of the Hall open and unlocked at any time. Not to allow anyone to enter the Hall who is not a resident, or a representative of the University carrying identification, or accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to the University.
- 23.21 Not to bring additional furniture (including but not restricted to, sofas, armchairs, cookers, fridges, freezers, washers, dryers, heaters, coolers) into the Residence. Any soft furnishings the Student brings to the Hall must be match resistant or cigarette resistant and labelled as such.
- 23.22 That while the Student is in Halls the Student will submit to the jurisdiction of the University's Disciplinary Procedures

## **USE OF THE PREMISES**

24. It is agreed that the Premises will be used solely for the purpose set out in clause 3.2 above. The Student agrees not to carry on any profession, trade or business in the Premises or the Hall.
25. The Student agrees not to transfer, part with or share occupation of any part or the whole of the Premises save as provided for in this agreement or with the written consent of the University.
26. The Student agrees not to cook or prepare any food other than light snacks (and to prepare them in the kitchenettes) in catered halls and only to cook in the kitchens of self-catering Halls.

## **ALTERATIONS, REPAIRS AND CLEANING**

27. The Student shall not make any alterations or additions to the Premises or the Hall, either decorative or structural.
28. The Student shall keep the interior of the Premises in a clean and tidy condition.
29. The Student shall not do or permit anything to be done which would interfere with the University's arrangements to keep the Common Parts well-tended and neat and tidy.
30. The Student shall not permit rubbish to accumulate in the Premises. All material for disposal or recycling must be removed from the Premises regularly. At the end of the Licence Period (or when the Student vacates if that is earlier) the Student shall leave the Premises clean and tidy and in accordance with the obligations in this Licence.
31. If there is a breach of any of clauses 26 to 29 the University will be entitled to serve notice on the Student requiring the Student to clean, and/or pay for the cost of repair to, the Premises and if the Student does not do so within a reasonable time (which shall be stipulated in the notice) the University shall be entitled to enter the Premises and clean or repair them and charge the costs of doing so to the Student. Such costs may be deducted from the Deposit.

32. The University shall keep the Premises and the Hall in repair and shall use all reasonable endeavours to keep in repair and proper working order the installations and equipment provided. The University shall not be under any obligation to effect any repair or replacement where the Student's or their visitor(s) actions or neglect made this necessary until the Student has paid for it (unless the University has a statutory obligation to do so).
33. The Student agrees to report to the Hall Manager any damage or any repairs required to the Premises or to the Contents or other property belonging to the University within 24 hours of becoming aware of it.

### **FITNESS FOR USE – DAMAGE BY INSURED RISKS**

34 It is agreed that if, during the Licence Period, the Premises shall be rendered unfit for use by fire or by any other risk covered by the University's insurance policy or by reason of any defect or want of repair which is the University's responsibility, the University will use all reasonable endeavours to provide alternative accommodation. If it is not possible to do that, or where the Premises are partly damaged but still fit for use, a fair and reasonable proportion of the Licence Fees (according to the extent of the damage sustained) shall cease to be payable (or if already paid, be refundable) for so long as the Premises or any part of them remains unfit for use. If the Premises are likely to be unfit for use for 4 weeks or more, the University may terminate the Licence with immediate effect by giving written notice to the Student and will refund to the Student that part of the Licence Fees which relates to the unexpired part of the Licence Period. The University shall not be under any obligation to seek alternative accommodation or reimburse Licence Fees where the Student's (or their visitors') behaviour has caused the University's insurance to be invalid.

### **VACANT POSSESSION**

35 It is a condition of this Licence that at the end of the Licence Period (or earlier termination of the Licence) the Student shall leave the Premises and hand them back to the University with vacant possession (including the removal of all the Student's belongings) and further will meet any or all reasonable expenses incurred by the University in the event of non-compliance by the Student of this condition.

### **REMOVAL OF ITEMS**

36 The University shall be entitled, at the Student's expense, to remove from the Premises or other parts of the Hall any article which in the University's reasonable opinion constitutes an obstruction or a fire or a health and safety risk, or which is on display and likely to give serious offence to other people, but (unless perishable) will if requested return the item to the Student on termination of the Licence.

37 It is the Student's responsibility to clear the Premises of all their belongings at the end of the Licence Period. The University does not accept any responsibility for items left in the Premises or any other part of the Hall at the end of the Licence Period. If the Student leaves any possessions in the Premises or elsewhere in the Hall on expiry of the Licence Period (or on earlier termination of this Licence) the University shall be entitled to remove the item and dispose of it as the University reasonably sees fit without any liability to the Student or to any third party who claims the item was his. Where it is obvious that the item is valuable, the University will first take reasonable steps to inform the Student and give the Student a reasonable opportunity to collect the item. The University shall not be under any obligation to forward an item to a Student unless the Student claims the item before it has been disposed of and pays the University the reasonable costs of postage, packing and

administration. The University will not be liable for the loss (however it occurs) or damage of any item in transit.

### **THIRD PARTY RIGHTS**

38. The rights and obligations under this Licence are personal to the University and the Student and are not intended to confer rights or benefits upon any successor in title or third party under the Contracts (Rights of Third Parties) Act 1999 other than the University's student accommodation partners, UPP, Derwent Housing Association (trading as Derwent Living) or Unite plc, as appropriate to the Hall in question.

### **NOTICES**

39. Any notices to be given to the University under this Licence will be effective if sent by post or delivered to the Head of Staff & Customer Relations at imago Services (the address of which is set out in the Licence Agreement) or by e-mail to [imagocustomer@lboro.ac.uk](mailto:imagocustomer@lboro.ac.uk).
40. Any notices to be given to the Student under this Licence shall be effective if sent or delivered to the Premises (or if the Student has left the Premises to their last known address).
41. Where this agreement refers to the giving of written consent by the University then such consent shall only be valid if provided by an authorised member of the University's staff at imago Services. Academic staff do not have such authority.

### **COMPLAINTS PROCEDURE**

42. If the Student wishes to raise a complaint about the condition of the Premises or about any issue arising from the terms of this Licence, this should be done in writing or by using the website link within 10 working days of the end of the Licence. Our full complaints procedure can be viewed at

**<http://campuslife.lboro.ac.uk/contact-us/>**

If you need this document in larger print please contact [sac@lboro.ac.uk](mailto:sac@lboro.ac.uk)