

Loughborough University
Halls of Residence
LICENCE TERMS AND CONDITIONS 2023-24

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 2023-24 current at the time the Licence comes into effect;
- (c) the Halls Information on the Student Accommodation Website (see www.lboro.ac.uk/accommodation/), and
- (d) the Halls Fees Guide 2023-24

Once the Student accepts the Offer, these documents create legally binding obligations between the University and the Student. The Student should therefore ensure that they have read, understood and are 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 <https://accommodationhub.lboro.ac.uk/>. The Student will need their username and password to view their Offer, which should be accepted online within 5 days.

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 or telephone +44 (0)1509 274488. 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. 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 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 Student Accommodation website 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, and Loughborough University London E20 3BS to include its business name "Student Accommodation Centre"
Student	The Student named in the Offer
Warden	Responsible for providing pastoral and welfare support. In Loughborough this is a resident member of staff, in London this is provided by the London Student Services Team

"Hall" "Licence Fees", "Licence Period", 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 Fees Guide and Student Accommodation website (see www.lboro.ac.uk/accommodation/)
2. The Hall is managed by the University or by one of the University's partners, being either UPP (Universities Partnership Programme) or Unite Students (Unite Group plc).
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 Student will be permitted to occupy the Premises during the Licence Period only if, and for so long as, they are a Student of Loughborough University and must only use the Premises as a private residence.
 - 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 18).
 - 3.5 The University will only issue keys to the Premises after the Student has completed the online Living in Halls Induction.
 - 3.6 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. If the Student does not bring any defect in the Premises or Contents to the University's attention within 7 days of the keys being issued to the Student, it may be difficult for the Student to prove that they should not be held responsible for the defect.
 - 3.7 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.
 - 3.8 After the first 4 weeks of the Licence Period, 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 will be charged. Any discounts awarded under a previous offer will no longer be applicable. Transfers will not be considered after the start of the Summer Term unless exceptional circumstances apply.

FEES

4. The Student agrees to pay Accommodation Fees in full in advance OR in termly instalments. Termly instalment dates are shown on student statements and are published on the Finance Office website (<https://www.lboro.ac.uk/services/finance/students/fee-info>). The University reserves the right to refer the overdue amounts to an external debt collection process; if you have any financial concerns please contact the Finance Office at the earliest opportunity (<https://www.lboro.ac.uk/services/finance/students/contact/>)

EARLY TERMINATION OF LICENCE: STUDENT'S CIRCUMSTANCES

- 6.1 The University shall be entitled to terminate the Licence in any of the following circumstances (subject to any applicable charges under clause 12):
 - 6.1.1 If the Student fails their examinations or end of year assessments and/or reassessments and has not been allowed to transfer onto another full-time course at Loughborough University (unless such evidence is provided within 48 hours of the Student being notified of their results). If the University cancels in these circumstances, the University will refund to the Student any Licence Fees the Student has already paid that relate to the period after cancellation or, if later, the period after the Student has vacated the Premises and returned all Keys to the University.
 - 6.1.2 If the Student is not receiving tuition or not registered as a student at Loughborough University, or is on placement or work experience.
 - 6.1.3 If the Student is in debt to Loughborough University on 1 August 2023 in respect of Licence fees under a previous accommodation Licence with the University. (Students can check this by referring to the "total

to be paid by you” for “accommodation” on their student statement, which also gives details of who to contact with queries and how to make a payment).

- 6.1.4 If, before the start of the Licence Period, the University:
- 6.1.4.1 terminates a Licence agreement that the University already has with the Student on the grounds that the Student is in breach of the terms of that Licence agreement; or
 - 6.1.4.2 determines under the University’s disciplinary procedures, that the Student ought not to be allowed to continue living in University accommodation; or
 - 6.1.4.3 becomes aware that the Student has been convicted of a criminal offence, and the offence is of a type that, in the University’s reasonable opinion, ought to disqualify the Student from living in University halls of residence.

EARLY TERMINATION OF THE LICENCE: AT STUDENT’S REQUEST

- 6.2 If it is the Student who wishes to terminate this Licence **before or during the Licence Period**, the Student is required to submit a completed Accommodation Cancellation Request Form (obtainable online <https://www.lboro.ac.uk/services/accommodation/forms/>) 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 6.2.6, clause 6.3 will apply. (Applications for release will not be accepted from 4 weeks before the end of the Academic Summer Term to the end of the Licence period (see the University term dates at www.lboro.ac.uk/students/enquiries/termdates/).
- 6.2.1 If the Student wishes to terminate their Licence early for compassionate or medical reasons, the University 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 written support from Student Wellbeing and Inclusivity) are such as should entitle the Student to be released from future obligations under their Licence. If the Student remains registered, the University must be satisfied that the Student has considered suitable alternative University accommodation prior to evaluation of release request. The University will 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 Student’s vacation of the Premises and return of the Keys, whichever is the later date (Clause 36 may apply). The student will be subject to any damage charges under clauses 12-15.
- 6.2.2 If the Student withdraws from study at the University or is granted leave of absence from any University course (or granted sub-wardenship) then (subject to providing appropriate written evidence) the Student remains liable for payment of all Licence Fees until the date of vacating the Premises and return of the Keys, whichever is the later date (Clause 36 may apply). 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) to cover the costs of the Premises being empty until re-occupied, and the University’s costs of advertising, cleaning and administration. If a student is in receipt of a temporary discount to their accommodation fees, their 4 weekly charge will be calculated using the pre-discount rate. Any balance will be refunded and the student subject to any charges under clauses 12-15. If the Student withdraws from study on medical grounds, the Student may apply to be released under clause 6.2.1.
- 6.2.3 If the Student wishes to cancel this Licence **before the start of the Licence Period** due to securing a placement or exchange study visit for the full year or First Semester Period, the Student is required to submit a completed Accommodation Cancellation Form and provide evidence of their acceptance of their formal placement offer. If the Student fails to supply this evidence within 14 days of their acceptance of a placement offer, an administration charge of £150 will apply. If evidence is provided **after the start of the Licence Period**, clause 6.2.2 will apply.
- 6.2.4 If **before the start of the Licence Period or during the First Semester Period**, an Undergraduate Student secures a placement or exchange study visit for the Second Semester, the Student will be required to provide evidence of their acceptance of their formal placement offer and pay the Licence Fees until the end date of the first Semester (University term dates: www.lboro.ac.uk/students/enquiries/termdates/) or the return of the Keys (whichever is the later date). If the student fails to supply this evidence of their acceptance by the first day of the Spring Term, the Student will be liable to pay an additional withdrawal fee equal to 4 weeks rent and be subject to any charges under clauses 12-15. If a Student secures a placement or exchange study visit during the second Semester Period (but prior to the last 4 weeks of the Academic Summer Term), the Student will be required to provide appropriate evidence and the terms of clause 6.2.2 will apply.
- 6.2.5 If the Student wishes to cancel this Licence **before the start of the Licence Period they may do so prior to 1 June 2023**, but must submit a completed Accommodation Cancellation Form and pay an administration fee to the University as follows.

Date Cancellation Form Received

Administration Fee

on or before 30 April 2023

£75

1 May – 31 May 2023

£150

From 1 June 2023 if the Student wishes to terminate the Licence, clause 6.2.6 will apply (unless the Student falls into one of the categories listed in clause 6.1)

- 6.2.6 If the Student wishes to terminate the Licence on or after **1 June 2023 and before the start of the Licence Period**, all Licence Fees are applicable unless and until the University grants a Licence of the Premises to another student reasonably acceptable to the University and who has not made an application for University accommodation for the Licence Period. It will be primarily the Student's responsibility to find the replacement occupier. An administration fee of £150 will apply.
- 6.3 If the Student wishes to terminate the Licence **after the start of the Licence** but does not obtain a written release from the University's Student Accommodation Centre, all Licence Fees are applicable unless and until the University grants a Licence of the Premises to another student reasonably acceptable to the University and who has not made an application for University accommodation for the Licence Period or not already in contract for 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 Student will be subject to any claims under clauses 12-15. The University will charge an administration fee of £150.
- 6.4 The Student is entitled to appeal the University's decision in relation to Clause 6.2 or 6.3, by writing to the Student Accommodation Manager (appeals will be accepted via email to 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/governance/ordinances/17/current/) then the Licence may be terminated by the University giving 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 Noise nuisance
 - 7.1.5 Serious damage to or interference with the University's or to another resident's property
 - 7.1.6 Bringing a vehicle to Loughborough in breach of an undertaking that the Student has given (see clause 20.13)
- 7.2 If the University terminates the Licence as permitted under clause 7.1, the University will claim compensation from the Student to cover the losses suffered and additional expenses incurred as a result of the Student's breach of the Licence agreement. These losses will include the Licence Fees that the Student should have paid for the remainder of the Licence Period, after making allowance for any income received from another occupier of the Premises in respect of the same period, plus any claims under clauses 12-15. If the Licence is terminated during Term 1, the student will only be liable for Licence Fees until the end of Semester One.
8. The University may terminate the Licence agreement with immediate effect if the University decides, in accordance with its procedures, that the Student shall not be permitted to continue or complete their course of study. In such cases, the Student will remain liable to pay Licence Fees:
- 8.1 until the end of the Licence Period; or if sooner
 - 8.2 until another student takes occupation of the Premises;
- in either case subject to a maximum period of 4 weeks after vacating the Premises and returning their Keys to the University. The student will be subject to any claims under clauses 12-15.
9. Having regard to its obligations under the Equality Act 2010, 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 and the following provisions shall apply:
- 9.1 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, and offer the Student reasonable assistance with relocation, as an alternative to the University terminating the Licence.

- 9.2 If University does terminate the Licence on disability or health grounds, the University will refund pre-paid Licence Fees to the Student for the part of the Licence Period that remains unexpired after the Student vacates the Premises and returns the Keys to the University. The Student will be subject to any claims under clauses 12-15.
 - 9.3 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 to the other student(s) health, safety or welfare.
 - 9.4 If this Licence is terminated on behaviour grounds that are not related to a disability the University will claim lost income from the Student from the date that the Licence ends until the end of the Licence Period or, if sooner, until the date the Premises are occupied by another student.
10. 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.

DAMAGES

11. PROVIDED the University takes reasonable steps to keep its losses as low as reasonably possible and the expenses it claims are properly and reasonably incurred, the University may claim from the Student the losses it suffers and the expenses it incurs as a result of any breach of the Student's obligations in the Licence agreement, including (but not limited to):
- 11.1 causing damage to the Premises or Contents that goes beyond fair wear and tear (Common examples of claims for damage relate to stained carpet or mattresses, marked or damaged walls, failure to empty or defrost fridge/freezer, damage to electrical/safety equipment, but this is not intended to be an exhaustive list):
 - 11.2 causing a disturbance, engaging in anti-social or criminal behaviour;
 - 11.3 loss or late return of Keys;
 - 11.4 the costs of legal proceedings against the Student.
- The University will notify the Student of any amounts claimed under this clause and further details about claims for damages can be seen at <https://www.lboro.ac.uk/services/accommodation/current-students/hall-fees/>
12. The Student agrees to complete an online room and communal facilities audit for the Premises within 48 hours of being issued with their Keys. From time to time during, and at the end of the Licence Period, the University's representative will audit the Premises, the Common Parts and their respective Contents. If the Student does not report any defects within a short time of taking occupation, they may find it difficult to prove that they (or visitor(s) for whom they are responsible) are not liable for damage, or missing items that are found during subsequent audits.
13. The Student must take reasonable care of the Contents in the Premises and (jointly with others entitled to use them) the Contents in the Common Parts and leave them, clean and undamaged (except for fair wear and tear and damage caused by insured risks), in their original positions at the end of the Licence Period. The Student will be liable to pay the University compensation for damage beyond fair wear and tear – including accidental damage – and for any amount the insurer withholds in the event of a claim because of the Student's actions or neglect. Unauthorised alterations (such as tampering with fire safety equipment) will be treated as damage, a minimum claim of £10 will be imposed. The Student will not be liable for damage to the Premises or Contents caused by unlawful intruders, as long as the Student locked the doors and windows to the Premises when leaving them unoccupied. Where damage occurs in the Common Parts, the University will use reasonable endeavours to identify the culprit. If the culprit is not identified, the University may claim a fair proportion of the costs of rectification from each of the students entitled to use the Common Parts in question if it appears to the University (acting reasonably) that the damage was caused by a student or a student's invited visitor. If the Student can show that they could not have been responsible for the damage (for example if they can show they were not in Loughborough at the time of the incident) the Student can appeal against the claim by email to campusservicescustomer@lboro.ac.uk.
14. The University will notify the Student of claims for damages in writing and will ask the Student to pay within 30 days of being notified. The Student may appeal against the claim by contacting the Hall Manager within 10 days of being notified of the claim. If the Student does not pay, the University may take legal proceedings against the Student to recover the amount claimed and will ask the courts to order the Student to pay the costs of those proceedings and any enforcement action relating to them.

ACCESS AND CHANGES TO THE PREMISES

15. 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, or for any other reasonable purpose. 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.
16. 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:
 - 16.1 The University's reasonable belief that the Student or anyone else present in the Premises is experiencing severe physical or psychological incapacitation.
 - 16.2 Suspicion of drug abuse.
 - 16.3 Illegal occupancy.
 - 16.4 Serious breaches of the University's regulations such as violence or theft (see www.lboro.ac.uk/governance/ordinances/17/current/) or serious breaches of the terms of this licence).
 - 16.5 Noise or behaviour which is a nuisance or disturbance to other residents.
 - 16.6 Emergency maintenance and repair.
17. The Student acknowledges that:
 - 17.1 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.
 - 17.2 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 or Chief Operating Officer of the University under disciplinary sanctions 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 Student Accommodation Manager (appeals will be accepted via email to sac@lboro.ac.uk). The University is entitled to enforce the Hall Warden's decision during the course of the appeal.
 - 17.3 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.
18. The University may ask the Student to relocate to alternative accommodation where it is reasonable to do so, and the Student agrees to relocate when requested.
 - 18.1 Reasonable grounds for asking the Student to relocate include, but are not limited to:
 - 18.1.1 The University needs to carry out works of repair, maintenance or refurbishment at the Premises or the Common Parts serving them and it is not reasonably practicable to carry out those works whilst anyone is living there;
 - 18.1.2 The Premises or the Common Parts serving them are not reasonably fit for occupation and use or are likely to become unfit in the near future;
 - 18.1.3 Prevent or reduce disturbance or friction among residents;
 - 18.1.4 Organisational or operational reasons, such as under-occupancy of a flat or building, under-use of a shared facility such as a dining room or cafeteria; management of an epidemic;
 - 18.1.5 Prolonged or repeated interruption to essential services (such as water supply or heating in winter).
 - 18.2 As long as the substituted accommodation is reasonably similar in location and amenity to the Premises, the Student must accept it. However, if the relocation is to accommodation more than [3] miles away from the Premises, or if the accommodation is substantially lower in amenity than the Premises, the Student has the right to terminate the Licence agreement as an alternative to relocating.

HALL SUBSCRIPTIONS

19. The Student is requested to pay a voluntary subscription to the Student Hall Committee to support the activities of the Hall. Such subscription is payable to the Student Hall Committee on or prior to the Student's arrival at the Hall. The level of the subscription is determined annually and 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

20. The Student agrees:

- 20.1 To be responsible for Student's invited visitors whilst they are at the Hall and to pay the University compensation for losses suffered and expenses incurred by the University as a result of any action or neglect by such visitors (provided that the University acts reasonably).
- 20.2 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.
- 20.3 Not to cause any unreasonable disturbance or inconvenience to other occupants or visitors to the Hall. If a student is residing in a room designated as 'Quiet', noise must be restricted between 23:00 and 08:00.
- 20.4 Not to play or allow to be played any musical instruments or amplified equipment between the hours of 23.00 and 07.30 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.
- 20.5 Not to deface or to cause damage to any University property.
- 20.6 To take all reasonable precautions to keep the Premises adequately ventilated and free from mould and other damage caused by excess condensation.
- 20.7 To comply with any regulations reasonably issued by the University in relation to the Premises which are detailed on the Student Accommodation Website, published or communicated to the Student.
- 20.8 To complete the online Living in Halls induction and comply with all instructions (including those detailed on the Student Accommodation Website, 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/governance/ordinances/17/current/. Failure to comply with instructions on matters of health and safety will be regarded as a serious breach of these terms and conditions.
- 20.9 To acquaint themselves, and comply with, the fire alarm and evacuation procedures as laid down by the University and those acting on their behalf.
- 20.10 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.
- 20.11 Not to bring any animal into a hall of residence. In the event a student requires an Assistance Dog, their circumstances must be assessed by Student Wellbeing and Inclusivity and authorised in advance following the Assistance Dogs Policy.
- 20.12 Not to keep any vehicle or vehicle parts at the Premises without obtaining a parking permit from the University Parking Team. Permits are issued at the University's discretion and, if issued, it may be subject to conditions or withdrawn if the Student does not comply with the conditions. The remainder of this clause applies only where the Premises are in the following Halls: Claudia Parsons, Elvyn Richards, Hazlerigg-Rutland, John Phillips, 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 declaration as part of the online Living in Halls induction, as detailed in clause 20.8.
Breach of the undertaking will be treated as a serious breach of this Licence agreement entitling the University to terminate it. (see clause 7.1.6)
- 20.13 If the Licence Fee includes meals, ID cards must be produced at all meals.
- 20.14 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.
- 20.15 The Student is responsible for the actions of their visitors whilst in the Hall including its common parts.
- 20.16 Not to invite any visitor to stay overnight in the Premises without the prior written consent of the Warden team (such consent not to be unreasonably withheld). Breach of this term may also be in breach of the University's Health and Safety Regulations.
- 20.17 Not to bring in to the Accommodation, and/or use, produce and/or supply within the Residence (including its environs and precincts) any drugs and/or such other substances whose use, possession, supply and/or production is unlawful under the Misuse of Drugs Act 1971 (or as amended or replaced) or under any other applicable legislation.
- 20.18 To comply with the University's no smoking policy applicable to all Halls.
- 20.19 Not to do anything which would put the health, safety or welfare of other persons, or their property, at risk.

- 20.20 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.
- 20.21 Not to bring additional furniture (including but not restricted to, sofas, armchairs, cookers, kettles, fridges, freezers, washers, dryers, heaters, coolers) into the Residence. Not to bring any soft furnishings (such as pillows, scatter cushions, throws, seat pads) into the Hall unless they bear the manufacturer's original label to show that the item meets the requirements for cigarette and match ignition in The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended). Sheets, pillowcases and duvets do not need to be labelled.
- 20.22 That while the Student is in Halls the Student will submit to the jurisdiction of the University's Disciplinary Procedures.

USE OF THE PREMISES

21. 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.
22. 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.
23. The Student agrees only to cook or prepare any food in the kitchens/kitchenettes rooms of the Halls.

ALTERATIONS, REPAIRS AND CLEANING

24. The Student shall not make any alterations or additions to the Premises or the Hall, either decorative or structural.
25. The Student must take reasonable care of the Premises, the Common Parts and their Contents, and keep them reasonably clean. The Student must keep the Premises and (jointly with other residents entitled to use them) the Common Parts tidy and free from hazards (such as trailing wires) in case University staff or contractors need access to carry out their duties.
26. 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.
27. 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 and Common Parts clean and tidy and in accordance with the obligations in this Licence.
28. If the Student does not keep the Premises and their Contents in the condition required by these terms, the University may serve notice on the Student requiring the Student to clean and/or reinstate 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 their Contents and claim the cost the costs of doing so from the Student. The same applies to the Common Parts and their Contents, except that the costs will be claimed jointly from all of the occupiers entitled to use them (with the right to appeal to campusservicescustomer@lboro.ac.uk if the Student can show they could not have been responsible).
29. 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 affect 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).
30. 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.

DAMAGE BY INSURED RISKS

31. It is agreed that if, during the Licence Period, the Premises become uninhabitable because of fire or any other risk covered by the University's insurance policy, the University will use all reasonable endeavours to provide alternative accommodation and the Student will relocate to such accommodation if it is offered.
32. If it is not possible to provide alternative accommodation, the Student will not have to pay Licence Fees for the period during which the Premises are uninhabitable as a result of the insured risk PROVIDED that the insurer does not withhold insurance monies because of the action or neglect of the Student. 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.

33. Where the Premises are partly damaged by a risk covered by the University's insurance policy, 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 use of part of the Premises is diminished.
34. 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 insurer to refuse a claim.

VACANT POSSESSION

35. When the Licence ends, the Student must vacate the Hall, leave the Premises, the Common Parts and their Contents in the condition required by the Licence agreement, clear of all the Student's personal possessions, and return the Keys to the Halls Manager.
36. The University may charge the Student a default charge for any Keys that are not handed back at the end of the Licence. If the Student returns the keys to anyone other than the Halls Manager and the University arranges for a replacement before the original is tracked down, the Key will be treated as having been lost and the default charge will apply.

REMOVAL OF ITEMS

37. 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 (a) constitutes an obstruction or a fire risk or a health or safety risk, or (b) which is on display and likely to give serious offence to other people, or (c) is prohibited by these terms and conditions, or (d) is a source of nuisance or disturbance to others. Unless the item is animate or perishable the University will, if requested, return the item to the Student on termination of the Licence.
38. 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. If an item is discovered which is of obvious value and seems likely to have been left by mistake, the University will make reasonable efforts to contact the Student and will give the Student a reasonable opportunity to arrange for collection and onward transit of the item in question before disposing of it.

THIRD PARTY RIGHTS

39. 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; being either UPP (Universities Partnership Programme) or Unite Students (Unite Group plc) as appropriate to the Hall in question.

NOTICES

40. Any notices to be given to the University under this Licence will be effective if sent by post or delivered to the Student Accommodation Centre (the address of which is set out in the Licence Agreement) or by e-mail to sac@lboro.ac.uk.
41. Any notices to be given to the Student under this Licence shall be effective if sent by email or delivered to the Premises (or if the Student has left the Premises to their last known address).
42. 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 within the Dept of Estates and Facilities Management. Academic staff do not have such authority.

EXCLUSION AND LIMITATION OF LIABILITY

43. Except in the case of death or personal injury caused by the University's negligence or the University's wilful breach of the terms of this licence, the University's liability to the Student under or in connection with this licence, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the Licence Fees.
44. The University shall have no liability under or be deemed to be in breach of this licence for any delays or failures in performance which result from circumstances beyond the University's reasonable control. If the

University is affected by such circumstances for a continuous period of more than 3 months, either party may terminate this licence agreement by written notice to the other.

45. Subject to clause 44 the University shall have no liability for failure of or interruption to services (such as electricity, gas, heating systems, water, drainage, internet) unless that failure continues for at least 48 consecutive hours. In such cases of prolonged failure or interruption the University's liability will be limited to a maximum of 12.5% of the daily rate of Licence Fee (excluding any catering costs) for each day that the interruption or failure continues.

COMPLAINTS

46. If the Student wishes to raise a complaint about any issue arising from the terms of this Licence, this should be done in writing or by email to Campus Services Customer Services (campusservicescustomer@lboro.ac.uk) within 10 working days. Complaints will not be considered after 10 working days after the end of the Licence. The University's complaints process for student accommodation can be viewed at: www.lboro.ac.uk/services/accommodation/about/customer-services/
47. The complaints procedure should not be used for reporting disrepair, unless the Student has already reported a need for repair to the Hall Manager and the University has failed to make the repair within a reasonable time.
48. If the Student is entitled to a reduction in Licence Fees as a result of a breach by the University of this Licence Agreement, Customer Services will calculate the liability and advise the student accordingly.