

Loughborough University
Halls of Residence
LICENCE TERMS AND CONDITIONS 2020-2021

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 2020-21 current at the time the Licence comes into effect;
- (c) the Halls Information on the Campus Services website (see www.lboro.ac.uk/accommodation/), and
- (d) the Halls Fees Guide 2020-21

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 www.lboro.ac.uk/accommodation/. The Student will need their User ID 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 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 Campus Services 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, which includes its business names "Campus Services" and "Student Accommodation Centre"
Student	The Student named in the Offer

"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 Campus Services 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), Unite Students (Unite Group plc) or Student Beehive (Harington Investments Ltd).
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 18).
 - 3.5 The University will only issue keys to the Premises if 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.
 - 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 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.

FEES

4. The Student agrees to pay the Licence Fees within 14 days of the University issuing its statement 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.htm Failure to pay by the date specified on your statement may result in a financial penalty of 5% of the outstanding balance.
5. The Licence Fees include charges for gas, electricity and water consumed at the Premises, plus contents insurance and internet provision. Where the Premises are in a catered Hall the Licence Fees include charges for meals. See www.lboro.ac.uk/accommodation/

EARLY TERMINATION OF LICENCE: STUDENT'S CIRCUMSTANCES

- 6.1 If the Student is already a student at Loughborough University, the Licence shall be treated as terminated with immediate effect in any of the following circumstances (a cancellation charge of £150 will apply unless otherwise stated and the student subject to any applicable charges under clause 12):
 - 6.1.1 If the Student fails their examinations/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. If any Licence Fees have been paid, the University will refund them (or a fair proportion of them where the Premises have been occupied until the Student vacates the Premises and returns all Keys to the University). A cancellation charge will not apply.
 - 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. A cancellation charge will not apply (evidence will be required).
 - 6.1.3 If the Student is in debt to Loughborough University on 1 August 2020 in respect of tuition fees, or Licence fees under a previous accommodation Licence with the University. (Students can check their financial standing by contacting the University on +44 (0)1509 223538.
 - 6.1.4 If before the start of the Licence Period, the Student is either:
 - 6.1.4.1 Required to leave Loughborough University accommodation which they occupy under an earlier Licence; or
 - 6.1.4.2 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 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 during the last 4 weeks of the Academic Summer Term or any following 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 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 written support from head of department) 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 Friday following the Student's vacation of the Premises and return of the Keys (whichever is the later date). The student will be subject to any charges under clause 12.
- 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). 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. Any balance will be refunded and the student subject to any charges under clause 12. 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, a cancellation 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**, a 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 clause 12. 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 2020**, 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 30 April 2020 | £75 |
| 1 May – 31 May 2020 | £150 |
- From 1 June 2020** 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 or exercises their right to cancel under clause 12).
- 6.2.6 If the Student wishes to terminate the Licence from **1 June 2020 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 not already applied for University accommodation. It will be primarily the Student's responsibility to find the replacement occupier. A cancellation charge 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 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 student will be subject to any charges under clause 12. The University will charge a cancellation fee of £150 plus an administration fee of £50. Nothing in this clause affects the Student's right to cancel under clause 11, 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 the Accommodation and Customer Services 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 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 20.13)
- 7.2 If the Licence is terminated under clause 7.1 the University will charge a termination fee of £150 to cover the costs and expenses of the early termination. The University will charge to the Student separately any charges under clause 12. 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.
8. The University will terminate this Licence with immediate effect if the Student has their studies terminated by the University. The Student remains liable for payment of all Licence Fees until the date of vacating the Premises and return of the keys. In this case, the Student will be liable to pay a termination 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. The student will be subject to any charges under clause 12.
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.
- 9.1 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. The student will be subject to any charges under clause 12.
 - 9.2 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).
 - 9.3 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. The student will be subject to any charges under clause 12.
 - 9.4 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).
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.

STUDENT'S RIGHT TO CANCEL

11. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134"), the University is required to provide the Student with the information in clauses 12.1 -12.3. Before the student is bound by a distance contract, the Landlord must provide the student with the following information, and, if a right to cancel applies, must provide the student with a cancellation form and details of the cancellation policy and cancellation procedure.
 - 11.1 Loughborough University and one of its accommodation partners, being either UPP (Universities Partnership Programme) Unite Students (Unite Group plc) or Student Beehive (Harington Investments Ltd) depending on the Hall, is the supplier of the Premises and the address of the Premises is given in the Licence Agreement.
 - 11.2 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 Campus Services webpages, the Halls Fees Guide and these terms and conditions (see www.lboro.ac.uk/accommodation/)
 - 11.3 If the Student wishes to terminate this Licence before or during the Licence Period, clause 6.2 or 6.3 will apply. The Student is required to submit a completed Accommodation Cancellation Request Form (obtainable online www.lboro.ac.uk/services/accommodation/forms/).

DAMAGES

12. Subject to any other provision in this Licence, the University will charge to the Student finance account within 30 days of the end of the Licence proper and reasonable deductions to cover any of the following:
 - 12.1 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 charges 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 on damage charges: www.lboro.ac.uk/services/accommodation/forms/
 - 12.2 Loss or late return of keys to the Premises.
 - 12.3 Any non-payment of Licence Fees and/or tuition fees.
 - 12.4 Any other debt payable by the Student to Loughborough University.
 - 12.5 The University's proper costs incurred in taking reasonable steps to enforce the Student's obligations in this Licence
13. At the start of the Licence Period the Student shall complete an online room and communal facilities audit for the Premises. From time to time throughout the Licence Period and at the end of the Licence 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 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.
14. The Student is responsible for the furniture, fixtures and fittings relative to 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 apply such charges in accordance with clause 12. Tampering or damaging of fire equipment will impose a minimum charge of £10. All the charge will be added to the student account and will be payable within 30 days of the notification letter. Any appeal should be received within 10 days of notification.
15. 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

16. 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.
17. 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:

- 17.1 Possible medical or severe psychological incapacitation of the Student or anyone else present in the Premises.
- 17.2 Suspicion of drug abuse.
- 17.3 Illegal occupancy.
- 17.4 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).
- 17.5 Noise or behaviour which is a nuisance or disturbance to other residents.
- 17.6 Emergency maintenance and repair.
18. The Student acknowledges that:
 - 18.1 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.
 - 18.2 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 subject to any damage charges under clause 12.
 - 18.3 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 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 Accommodation and Customer Services 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.
 - 18.4 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.
 - 18.5 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 Accommodation and Customer Services Manager (appeals will be accepted via email to sac@lboro.ac.uk).
 - 18.6 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 or prolonged 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 Accommodation and Customer Services Manager (appeals will be accepted via email to sac@lboro.ac.uk).
 - 18.7 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 the vacation period, details of which are set out on the Campus Services website. (see www.lboro.ac.uk/accommodation/). 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 period.

HALL SUBSCRIPTIONS

19. The Student is requested to pay a 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 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.
- 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 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 building(s) 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 14. Appeals to the University against collective charges should be made to Customer Services (appeals will be accepted via email to campusservicescustomer@lboro.ac.uk).
- 20.7 To take all reasonable precautions to keep the Premises adequately ventilated and free from mould and other damage caused by excess condensation.
- 20.8 To comply with any regulations reasonably issued by the University in relation to the Premises which are detailed on the Campus Services website, published or communicated to the Student.
- 20.9 To complete the online Living in Halls induction and comply with all instructions (including those detailed on the Campus Services website 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/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.
- 20.10 To acquaint themselves, and comply with, the fire alarm and evacuation procedures as laid down by the University and those acting on their behalf.
- 20.11 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.
- 20.12 Not to bring any animal upon the Premises unless it is an aid for a disabled person.
- 20.13 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: 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 20.9.
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)
- 20.14 If the Premises have a catered package, ID cards must be produced at all meals.
- 20.15 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.
- 20.16 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.
- 20.17 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.

- 20.18 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.
- 20.19 To comply with the University's no smoking policy applicable to all Halls.
- 20.20 Not to do anything which would put the health, safety or welfare of other persons, or their property, at risk.
- 20.21 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.
- 20.22 Not to bring additional furniture (including but not restricted to, sofas, armchairs, cookers, kettles, 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.
- 20.23 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/gyms 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 shall keep the interior of the Premises in a clean and tidy condition.
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 clean and tidy and in accordance with the obligations in this Licence.
28. If there is a breach of any of clauses 24 to 27 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 charged directly to the student finance account.
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. 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. 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 (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.
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; being either UPP (Universities Partnership Programme), Unite Students (Unite Group plc) or Student Beehive (Harington Investments Ltd) 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 Student Accommodation Centre (the address of which is set out in the Licence Agreement) or by e-mail to sac@lboro.ac.uk.
40. 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).
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 Campus Services. Academic staff do not have such authority.

EXCLUSION AND LIMITATION OF LIABILITY

42. 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.
43. 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.
44. 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

45. 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 of 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/
46. 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.
47. 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.

Please see Covid-19 Appendix below

Halls of Residence accommodation offer

We have made our accommodation contracts more flexible this year, to help everyone through the uncertainty caused by the Covid-19 pandemic. The University's target start date for student Licence agreements is 3 October 2020, but if the University has to postpone the start date of your Licence, you will only have to pay from the postponed start date. We are providing subsidised accommodation for international [or anyone required to quarantine] students during their quarantine period if they choose to spend their quarantine in our accommodation before the Licence start date. We are also introducing additional cancellation rights. Please read the following very carefully, because these clauses will form part of your Licence agreement. References in your accommodation contract to the "Licence Period" include any changes referred to in this Offer that [you or] we make to the period you booked.

1 Delayed start to the academic year

The University may start some courses later than normal. This is to enable people to comply with regulations and guidance relating to travelling and physical distancing during the Covid-19 pandemic.

In this part of the Offer, we use the following terms:

Target Start Date – 3 October 2020 (plus Fresher Arrival Date for first year students only)

Fresher Arrival Date – Arrival date for your hall to be confirmed at least 14 days in advance of the Target Start Date, accommodation fees will be charged on a pro-rata basis. It is anticipated under current conditions that this would be 3-10 days prior to the Target Start Date.

Postponed Start Date – the first day of your Licence Period if the University notifies you that your Licence will begin later than the Target Start Date.

If your Licence starts on the Target Start Date you will be liable to pay Licence Fees from the Target Start Date, whether you move in on that date or not. If the University does not postpone the start of the academic year, all tenancies will start on the Target Start Date.

If your Licence starts on the Postponed Start Date you will only be liable to pay Licence Fees from the Postponed Start Date. We cannot tell you until nearer the time what the Postponed Start Date will be, but we will tell you at least 7 days in advance.

Your Licence will end on the date noted on your Contract Licence Period (depending if you are contracted to a 39,41 or 50 week let Hall). If the University postpones the start of tenancies, it will not automatically postpone the end of tenancies. We will be able to provide accommodation for some students after your contract end date, but students who want additional weeks will need to apply during their Licence. Extra weeks are subject to availability of accommodation, which may be in a different residence to the one you lived in during your Licence.

2 Arrival Arrangements

- 2.1 To maintain personal distancing on arrival dates, we will be giving you a 1-hour window during which you can pick up your keys move into your accommodation. You may be turned away if you arrive at a busy time outside that window and then you will be allocated a check-in slot.
- 2.2 You can travel to University with ONE member of your household, but we may ask them not to enter any University buildings.
- 2.3 The University will follow regulations and guidance relating to Covid-19 as applicable in England, and will make reasonable adjustments to its procedures to maximise safety and minimise inconvenience during arrival time.
- 2.3 YOU are responsible for complying with regulations and guidance relating to Covid-19, as applicable in England. These can change from week to week, and you must make sure that you keep up to date with the latest information.

3 Cancellations

- 3.1 If you are eligible, you can cancel your accommodation contract by completing our online [Accommodation Cancellation Request Form](#). Once you accept your offer of accommodation, you can only cancel if this is allowed under the Licence Terms and Conditions 2020/21, or as set out below.
- 3.2 If the University postpones the start of your Licence by more than 8 weeks, you can cancel your accommodation contract. To cancel under this clause, you must notify us of your cancellation by completing our online [Accommodation Cancellation Request Form](#) during November 2020. We can also cancel your accommodation contract if the University postpones the start of the academic year by more than 8 weeks.
- 3.3 If you are prevented from travelling to the accommodation to start your Licence because government regulations forbid it, then you may postpone the start of your Licence for up to 3 weeks (2 weeks for Undergraduates). The following conditions apply.
 - 3.3.1 You must let us know if you are prevented from travelling to the accommodation.

- 3.3.2 If the reason you were prevented from travelling was to comply with regulations in England, you will not have to pay Licence Fees whilst those regulations continue to prevent you from travelling.
- 3.3.3 If you were prevented from travelling because of regulations that apply outside England, you will need to provide evidence (such as a note from your doctor, or details of the regulations that applied in the country you were travelling from) or you will still be charged Licence Fees from the date your Licence was due to start.
- 3.3.4 If you are still unable to travel to the accommodation 3 weeks after your Licence is due to start, you may cancel your accommodation contract by notifying us by completing our online [Accommodation Cancellation Request Form](#).
- 3.3.5 Cancellations under this clause must be notified to us within the 4 weeks after the date your Licence is due to start.
- 3.3.6 You must state in your notice the reason you have been prevented from travelling (for example, regulations in England, or regulations in the country you are travelling from).
- 3.3.7 You must send us evidence in support of your cancellation notice if the reason you were prevented from travelling for more than 3 weeks is anything other than to comply with regulations in England, otherwise your cancellation will not be effective.
- 3.3.8 We can also cancel your accommodation contract if you are prevented from travelling to the accommodation for more than 3 weeks (2 weeks for Undergraduates) after your Licence is due to start.
- 3.4 You may not cancel your contract if the government in England requires you to leave our residences to prevent the spread of Covid-19. However, for as long as you do vacate during any such required period of closure you will not be charged Licence fees. You will be liable for Licence fees again once you are permitted to return to your accommodation after a period of government-enforced closure of the Hall. If you do not vacate, you will remain liable for Licence Fees and any fines that the state may impose for breach of regulations.
- 3.5 You may cancel your contract if we ask you to vacate your accommodation for more than 4 weeks, at a time when we are not required by the government to do so.
- 3.6 If you or we cancel your accommodation contract as allowed above:
- you will not have to pay us anything after your cancellation date.
 - we will not pay you anything except for returning any money that you had previously paid for the period after your cancellation date.
- 3.7 Students who cannot travel to the UK in time to complete any applicable quarantine period before the Target Start Date or (if applicable) Postponed Start Date (whichever is the later) because they have been unable to obtain tickets may be eligible to cancel their contracts, or obtain a discount in their Licence Fees but the following conditions will apply.
- 3.7.1 You must write to the University via email by not later than 14 days prior to the Target Start Date telling us that you have been unable to obtain tickets for travel in time to arrive in Loughborough and complete your quarantine before the start of your Licence Period.
- 3.7.2 You need to tell us if you wish to cancel your Licence agreement altogether, or if you wish to keep your Licence agreement but delay the start of your Licence Period until your actual arrival date.
- 3.7.3 You must send us evidence of having tried to obtain travel tickets on at least 3 separate dates that would enable you to arrive for in time to complete your quarantine before the start of your Licence Period, but have been unable to do so.
- 3.7.4 If you wish to postpone the start of your Licence Period, you will only be able to do so for up to 3 weeks (2 weeks for Undergraduates) after it was due to start and you must provide us with a copy of your tickets/travel booking confirmation before you arrive.
- 3.7.5 We may check the availability of travel and refuse to accept a cancellation or give a discount if it was possible for you to travel within a range of dates that would have allowed you to arrive in time to complete your quarantine before the start of your Licence Period.
- 3.7.6 The applicable quarantine period is 14 days at the time this Offer was made, but it may be changed and you will be liable to complete your quarantine in accordance with UK law as applicable on the date you arrive in the UK.

4 Health and safety

- 4.1 We strongly recommend that you wash your hands well whenever you leave your accommodation or return to it – even if you are only going to another part of the building.
- 4.2 Catering packages may vary from one Hall to another – check the information on the website applicable to your Hall for the latest information. We may need to change catering provision during the Licence Period (for example if we are required to close our dining halls or retail outlets). If that happens, we will either make reasonable alternative provision or reduce your Licence Fees for the period in question. We may not be able to offer the full range of catering that we would normally provide (for example, there may be less choice of places to eat) at times.

- 4.3 We may need to vary some of the facilities and amenities that we provide, such as changing cleaning routines, reducing cleaning provided in bedrooms, or closing common rooms. There will be no reduction in Licence Fees or compensation if we do this, because we are providing additional services to manage Covid-19.
- 4.4 Some facilities (such as laundrettes) may be put on a rota basis, so that you are only able to use them during your allocated times.
- 4.5 You may be required to spend a period in quarantine (isolation) when you arrive at University. If that applies to you, the following conditions apply:
- 4.5.1 You must complete your quarantine period before the start of your Licence Period (either before the Target Start Date or, if applicable, before your Postponed Start Date). You will therefore need to travel to the UK at least 2 weeks before your Licence is due to start. This could be as early as 7th September 2020.
- 4.5.2 You must tell us at least 7 days before you are due to arrive in the UK of the date, time and location of your arrival in the UK. We do not have to provide you with quarantine assistance if you do not notify us in good time.
- 4.5.4 On arrival at the University you will be provided with subsidised accommodation for up to 3 weeks after you arrive. You are likely to be sharing a flat with other students who are in quarantine. The period of quarantine will not begin until all flat sharers have moved in.
- 4.5.5 Flat sharers will be encouraged to limit use of shared facilities to one person at any one time.
- 4.5.6 You must only use your own crockery and cutlery, and not share it with others. You must always leave shared facilities clean after you have used them.
- 4.5.7 The accommodation you occupy, and the students you share kitchens with, may not be the same during your quarantine as they will be during your Licence. You must relocate to your term-time accommodation at the end of your quarantine if we ask you to do so. We may send you additional information and conditions about quarantine before you arrive, and you must agree to comply with all reasonable additional conditions. However, you will have the right to cancel your contract within 7 days of receiving additional quarantine conditions if you do not agree to comply with them.
- 4.5.8 The University will provide on-line activities whilst you are in quarantine, and there will be people at the University whom you can contact if you experience difficulties during this period.
- 4.5.9 Mail and parcels will be brought to your flat. Please only order essential items during this time.
- 4.5.10 You must at all times comply with reasonable requests made by our staff that relate to health and safety.
- 4.5.11 The University may report breaches of quarantine to the police or the UK Border Force.
- 4.5.12 If you do not meet the conditions set out in this clause 4.5, we may decline to provide you with quarantine assistance. You will then have to make your own quarantine arrangements, and provide us with evidence that you have completed your quarantine period, before we will allow you to move into your accommodation. You will be liable for the Licence Period from the Target Start Date or (if applicable) Postponed Start Date, even if you have not completed your quarantine by that date, or been refused access to the accommodation because you cannot prove you have completed your quarantine, as we will have reserved the accommodation for you and cannot allocate it to someone else.
- 4.6 You may be required to spend a period in isolation should you or your household become symptomatic during your occupancy. It may be necessary for you to move to an isolation block for a required period of time.
- 4.7 Some of our rooms are twin rooms. We will be offering these for single occupancy, but if two students are from the same household (such as siblings) they may have a twin room if they wish.

5 If Covid-19 increases

- 5.1 You and we must comply with the law. If regulations require the University to close, we must close. You will not be charged Licence Fees for any period during which the government says you are not allowed to live in the Hall, as long as you do in fact leave it. If regulations require you to stay in the place where you are living, you must stay there. You will be charged Licence Fees for the time that you are required to stay there, even if you break the law and leave your accommodation.
- 5.2 As far as the law allows, you and we agree to try and perform our respective obligations in the Licence contract.
- 5.3 We may choose to close the Hall, for the health and safety of students and staff, even if the government does not require us to do so. If we close because we choose to close, you will not be charged Licence Fees for the period of closure. If we choose to close for longer than 4 weeks, you will have the right to cancel your Licence contract rather than return when we re-open, but you must notify us of your cancellation within 7 days of when we tell you that you can return.
- 5.4 You may choose to leave your accommodation if government regulations allow, but unless we are required to close or we choose to close the Hall, you will continue to be charged Licence Fees throughout your Licence Period, whether you are living in your accommodation or not.
- 5.5 If your Licence is interrupted, you must leave your accommodation clean and remove all perishable items. You can leave your possessions in the accommodation until you return or until the end of the Licence Period,

whichever is the shorter period. Bear in mind that you may not be able to collect your belongings in person at the end of the Licence Period. If that is the case, you will be responsible for organising and paying for packing and freight of your possessions with a contractor of your choice. We will dispose of personal belongings that remain in our Halls at the end of the Licence Period unless you have notified us that your contractor will be removing your belongings within 7 days after the end of the Licence Period, and they are moved within that timescale. Whoever packs your belongings may need to make an appointment to come and collect them.

- 5.6 If students are required to be in quarantine (“lockdown”) at the end of their Licences and cannot lawfully move out of their accommodation the University will notify students at the time of any assistance it will give. However, the University cannot make any promises or guarantees of assistance this far in advance.