

# Terms and Conditions of Licence Agreement

## Bath Spa University-Managed Accommodation

### 1. THIS AGREEMENT

1.1 This Agreement is a licence and not a tenancy. Nothing in this Agreement creates the relationship of landlord and tenant. This Agreement grants you the personal right to occupy the Room as a licensee during the Licence Period but you do not have exclusive possession of the Room. The University retains the right to:

- (a) enter the Room at any time and for any reason; and
- (b) require you to move you to an alternative room.

The University will only exercise these retained rights in accordance with the terms of this Licence Agreement.

1.2 Where applicable, this Agreement also grants you a non-exclusive right (in common with the University and such other students as the University may nominate at its absolute discretion) to use any parts of the Communal Areas within the Halls of Residence.

1.3 For the purpose of this Agreement:

- (a) “**Accommodation Offer**” – shall mean the letter or email sent to you by the University offering you a licence to occupy a Room within University-managed accommodation.
- (b) “**Communal Area(s)**” – shall mean any shared facilities in the Halls of Residence, such as kitchen, bathroom and/or WC facilities.
- (c) “**Contents**” – Shall mean those fixtures and fittings documented in the inventory.
- (d) “**Halls of Residence**” – shall mean the building in which your Room is situated.
- (e) “**Licence Fee**” shall mean the Licence Fee set out in the Accommodation Offer.
- (f) “**Licence Period**” – shall mean the duration of the Licence Agreement as set out in the Accommodation Offer.
- (g) “**Payment Date**” means any of the First Instalment Date, Second Instalment Date or Third Instalment Date, as set out in the Accommodation Offer

(h) “**Room**” – shall mean the residential bedroom allocated to you.

If you have been allocated a studio flat, it shall include the bedroom and all facilities contained within the studio flat that are not shared.

## 2. TERMS OF THIS AGREEMENT

2.1 This Agreement (“Agreement”) is formed of:

(a) this Licence Agreement;

(b) the Accommodation Offer; and

(c) the Residents’ Handbook, as updated from time to time and available on the University’s website.

(d) the Student Accommodation Code of Conduct process and associated University policies, as updated from time to time and available on the University’s website.

## 3. LEGALLY BINDING

3.1 This Agreement will become legally binding between you and the University when you have accepted your Accommodation Offer to the University **on or before the deadline stated in your Accommodation Offer.**

3.2 In the event that you reside in the Room prior to issue of the Accommodation Offer then you will be deemed to have accepted this Agreement and entered into a legally binding contract with the University.

## 4. LICENCE PERIOD

4.1 The Licence Period of this Agreement shall be specified in the Accommodation Offer. Unless specified otherwise in the Accommodation Offer, the Licence Period shall not include the summer period.

4.2 Unless the University permits otherwise in written communication to you, you:

(a) may not occupy the Room until after 12 noon on the first day of the Licence Period; and

(b) must vacate the Room and any Communal Areas by 12 noon on the last day of the Licence Period.

Any requests to vary these times must be made to the Student

Accommodation Team who may grant a variation at their absolute discretion.

## 5. VARIATIONS TO THIS LICENCE

- 5.1 This Agreement may not be varied without the prior written agreement of both you and the University, except where required by a governmental, statutory or regulatory body or by a court or where reasonable adjustments are made to University regulations, handbooks, policies and/or codes of conduct.
- 5.2 You may not transfer this Agreement to anyone else for the purpose of allowing someone else to live in or use the Room, except as permitted at clause 10.1 (Relocation) (below).
- 5.3 If any term of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. This will not affect the validity and enforceability of the rest of this Agreement.

## 6. YOUR RESPONSIBILITIES – LICENCE FEE

- 6.1 You must pay a sum of £250 (“Advance Licence Fee Payment”) upon acceptance of your Accommodation Offer and before being allowed to take occupation of your Room, by way of advance payment towards the Licence Fee. Provided that you take occupation of the room in accordance with the terms of this Agreement, the Advance Licence Fee Payment will be deducted from the total Licence Fee payable.
- 6.2 You must pay the balance of the Licence Fee in accordance with the Licence Fee instalment plan agreed with the University and set out in the Accommodation Offer (these dates can also be found on the Bath Spa University website under the Finance section and Instalment Options):  
<https://www.bathspa.ac.uk/students/student-finance/tuition-fees/undergraduate-and-foundation-fees/> It is your responsibility to ensure that sufficient funds are held in the account notified to the University on registration to meet the instalment demands on the required dates.  
If you fail to pay a Licence Fee instalment or any other payment due under the Licence within 14 days of the due date (whether formally demanded or not) you will pay the University interest on the Licence Fee instalment or other payments at the rate of 3% per annum above the base rate of the Bank of England from time to time calculated on a daily basis from the due date until payment.
- 6.3 The obligation to pay the Licence Fee applies irrespective of your course dates and irrespective of when or if you move into the Room.
- 6.4 Your responsibilities and rights under this Agreement will not be affected in

the event that someone else pays some or all of the Licence Fee to the University on your behalf (for example a relative or sponsor).

## 7. YOUR RESPONSIBILITIES – GENERAL

**7.1 Location of responsibilities.** When entering into this Agreement you are agreeing to comply with your responsibilities:

- (a) as laid out in this Agreement, (including the Resident's Handbook, and the Student Accommodation Code of Conduct and associated policies that form part of this Agreement); and
- (b) as laid out in the General Student Regulations.

**7.2 Failure to comply.** If you fail to comply with your responsibilities, we will inform you of the details and, except in the event that the failure is serious or persistent, we will provide you with the opportunity to rectify the failure to comply. In the event that:

- (a) you do not rectify the failure to comply following notice from the University; or
- (b) the failure to comply is serious; or
- (c) the failure to comply is persistent,

then the University may terminate this Agreement in accordance with clause 12.5 (Termination – Breach of Agreement) below and recover reasonable costs from you as a consequence of your failure to comply in accordance with clause 11 (Breach of Licence Agreement) below. Failure to comply may also result in disciplinary procedures under the Student Accommodation Code of Conduct and/or Student General Regulations and/or the, Bath Spa University's Student Disciplinary Procedure /or and/or the Harassment Policy (all available on the University's website and as updated from time to time).

**7.3 Occupation.** You alone are authorised to occupy the Room for use as residential accommodation. You must not use the Room, Halls of Residence or any Communal Areas to carry out any profession, trade, or business.

**7.4 Visitors.** You must not permit anyone else (including but not limited to any dependents) to use or occupy the Room or stay overnight in the Room or any Communal Area (except an overnight stay by one occasional adult visitor (18 years or older) at any one time in the Room, authorised in accordance with the procedures in the Residents' Handbook). You agree not to allow more than six visitors in your Room or in the Communal Areas at any one time. You will be responsible at all times for the behaviour of your visitors.

### **7.5 Access.**

- (a) You must allow reasonable access to the Room and any Communal Areas to authorised University staff or their appointed contractors, agents or other

authorised persons, for the purpose of (including but not limited to):

- (i) cleaning, examining its state, condition and compliance with this Agreement and the Residents' Handbook, or for carrying out maintenance and/or repair work;
- (ii) weekly fire alarm testing within the Halls of Residence, termly pull cord testing, termly room inspections and termly shower head cleaning;
- (iii) daily and weekly health and safety walks in Communal Areas: and

- (iv) promotion and marketing events and activities (including but not limited to open day visits, photography of Halls of Residences)
- (b) The University will normally give at least 24 hours' advance notice of intended access but immediate access is to be given to the University or their appointed contractors, agents or other authorised persons:
  - (i) in the event of an emergency, including emergency service access;
  - (ii) to carry out inspections required by health and safety legislation;
  - (iii) where the University has reasonable suspicion that a breach of this Agreement has occurred or that its property has been damaged or tampered with;
  - (iv) for inspection following an interruption of utilities (e.g. water supply, electricity, gas, Internet connection); and
  - (v) where the University has reasonable concerns regarding the health, safety or wellbeing of any person.
- (c) For the purpose of assessing your compliance with your obligations under this Agreement, inspections will be carried out by University staff or their appointed contractors, agents or other authorised persons at least once every term (including the summer period for any students in residence outside of term dates).

**7.6 Under-18s.** If you are a student under the age of 18 years old, you must familiarise yourself and adhere to the University's Accommodation Under 18's policy, as updated from time to time and available on the University's website.

**7.7 Student status.** You must hold current full-time student status at the University in order to occupy the Room and provide proof of valid student status upon request by the Student Accommodation Team. The Student Accommodation Team reserves the right to check the status of any student with their institution of study.

### **7.8 Reporting obligations.**

- (a) In respect of any dispute with another resident or non-compliance with the terms of this Agreement, (including but not limited to the handbooks, policies and/or codes of conduct which form part of this Agreement, you should promptly contact the Student Accommodation Team.
- (b) You must promptly report to the Student Accommodation Team any disrepair, damage or defect affecting the Room, the Communal Areas, the Halls of Residence or the Contents.
- (c) You must immediately report any matter which affects health and safety or the fire alarm system to the Student Accommodation Team

## 8. YOUR RESPONSIBILITIES – CONDUCT AND BEHAVIOUR

**8.1 Behaviour.** You must take reasonable care of the Room, the Communal Areas, the Halls of Residence and the Contents and behave as a reasonable and responsible occupier.

**8.2 Bullying and Harassment.** You must not be violent or abusive or act in an intimidating manner (or threaten to do so), nor harass or threaten harassment on the grounds of (including but not limited to) race, colour, religion, sex, sexual orientation, gender or disability to any person. The University takes allegations of bullying or harassment of its students or members of staff very seriously. Any allegations will be investigated and action may be taken under the Student General Regulations, Student Accommodation Code of Conduct, Bath Spa University's Student Disciplinary Procedure or the Harassment Policy (all available on the University's website and as updated from time to time).

### 8.3 Safety and Security.

You must:

- (a) comply with all Health and Safety legislation and adhere to the University's Health and Safety Policy and any additional health and safety requirements which are available on the University's website (as updated from time to time), displayed by way of notice in your Halls of Residence and/or sent by way of written communication directly to you.
- (b) familiarise yourself with fire escape routes, participate in fire evacuation practices and comply with any instructions issued by the University from time to time in connection with the evacuation of the Halls of Residence whenever a fire alarm is activated in the Halls of Residence. You must ensure that your visitors also evacuate the Halls of Residence immediately whenever the fire alarm is sounded;
- (c) prior to or during occupation of the Room make the Student Wellbeing Team aware if at any point you believe that you may require a personal emergency evacuation plan ("PEEP"). You agree to cooperate with the University's reasonable request to provide information or to assist in connection with a PEEP and/or risk assessment in relation to your occupation of the Room;
- (d) familiarise yourself with any PEEP that has been put in place for you and cooperate with the University in testing and updating the PEEP where needed;

**8.4 Environmental sustainability.** You are expected to support the University's environmental sustainability initiatives and to participate in responsible energy consumption, water use, reduction and recycling of waste, and use of

sustainable modes of transport.

**8.5 TV licence.** The law requires that you be covered by an official TV licence to watch live broadcast on a television, computer, laptop or any other receiving equipment. You must therefore obtain a TV licence if you watch live television in your Room and/or Communal Areas. You will not be covered under any TV licence that the University may hold.

**8.6 Identification.** You must carry your Student ID card at all times when on the University's campuses and you must produce it on request to any officer of the University, such as security.

**8.7 General conduct.** You must not:

- (a) remove any of the Contents;
- (b) interfere with electrical installations within the Halls of Residence, use any equipment likely to overload the electrical circuits or use an excessive amount of electricity;
- (c) put anything down the toilet, sinks or otherwise into drains which is likely to block or damage them. This is inclusive of, but not limited to, cooking oil and sanitary products;
- (d) interfere with the fabric of the Halls of Residence or any fittings or fixtures (for example, window restrictors);
- (e) prepare and cook food other than in the kitchen (or kitchen area in a studio room);
- (f) use kettles, coffee machines, rice cookers or slow cookers in your Room (or bedroom areas in a studio room);
- (g) leave cooking unattended at any time;
- (h) use a deep-fat fryer, including using a saucepan or chip-pan in a similar manner, anywhere in the Halls of Residence;
- (i) store a fridge in Rooms (or bedroom areas in a studio room) unless agreed in advance by the Student Wellbeing Team for medical purposes;
- (j) use a heated clothes dryer, anywhere in the Halls of Residence;
- (k) smoke tobacco or vape in any areas within the Halls of Residence buildings, including bedrooms, from windows or in doorways;
- (l) use electronic cigarettes in any areas within the Halls of Residence buildings, including bedrooms, from windows or in doorways;



- (m) keep or use a shisha pipe, hookah or similar anywhere in the Halls of Residence;
- (n) use plug in fairy or Christmas lights anywhere in the Halls of Residence;
- (o) allow naked flames (including candles, burners or incense sticks), fireworks or sparklers (including indoor sparklers) anywhere in the Halls of Residence;
- (p) store or use any liquid or gaseous fuel, noxious or explosive substances or compressed gases, gas or oil heaters, or other fuel burning appliance in the Halls of Residence;
- (q) use a barbecue, except at organised events where use has been approved in advance by the Student Accommodation Team;
- (r) activate the fire alarm or interfere with fire detection / prevention equipment, except in the event of a fire; prop open fire doors or impede fire door closure.
- (s) climb onto the roof of the Halls of Residence or any other University building. Please be aware that in addition to safety concerns for you and others, the Halls of Residence and other University buildings may be highly susceptible to damage and likely involve costly repair procedures;
- (t) keep bicycles in any part of the Halls of Residence other than in specifically designated bicycle storage facilities;
- (u) keep electric bikes, scooters or e- scooters(or similar) in any part of the Halls of Residence;
- (v) hang or dry items of laundry on the heaters within the Halls of Residence (including the Room), nor hang them so as to be visible from outside the Room (for example windows, hallways, landings or bannisters);
- (w) keep any animal, bird, fish or other creature anywhere within the Halls of Residence, (including the Room) unless authorised under the University's Assistance and Emotional Support Animals policy (as available on the University's website and as updated from time to time);
- (x) generate unreasonable levels of noise, whether in the Room, Communal Areas, Halls or Residence or in the grounds around the Halls of Residence, of a level that may disturb other residents or neighbours in the wider community:
- (y) use the Room, Communal Areas or Halls of Residence for any illegal purpose;
- (z) keep any firearms, knives (other than domestic kitchen knives), weapons or other dangerous items including items that could be perceived as

dangerous such as replica firearms in the Room, Communal Areas or Halls of Residence;

- (aa) bring onto any University premises any illegal drugs, legal highs, or substances with stimulant or mood altering properties (whether for your own use or otherwise), unless prescribed by a medical practitioner. The possession, sale, supply or misuse of controlled drugs is against the law. **The use or suspicion of use of these drugs on University premises will not be tolerated. Any student found to be or suspected to be in possession of such drugs or drugs paraphernalia, other than those prescribed, will be subject to disciplinary action by the University and may be reported to the Police;**
- (ab) not import, smuggle or take delivery of goods that have knowingly been illegally imported for the purpose of evading the payment of duty and/or other taxes, such as tobacco products. **In the event the University, acting reasonably, suspects that suspicious parcels are being delivered to your Halls of Residence you agree that we may intercept these, examine the contents and if necessary withhold the contents and inform the appropriate authorities;**
- (ac) post or associate with any online behaviour that is illegal or inappropriate that may bring the University into disrepute;
- (ad) bring any motor car or motorcycle onto the University's campus at Newton Park or within the grounds of Bankside House, with the exception of arrival and departure days. Any student who wishes to bring a car onto a University campus should apply for permission in the first instance to the Student Wellbeing Team;
- (ae) use the Room, Communal Areas, Halls of Residence or any other University premises as a filming set or location without completing an approved risk assessment and having obtained prior written consent from Student Accommodation Team; or
- (af) use or operate a drone within or on any University premises, including air space which surrounds University premises.

## 9. YOUR RESPONSIBILITIES – CONDITION AND MAINTENANCE

Subject to any notices displayed in the Halls of Residence, including any Communal Area, or provided directly to you from time to time, your obligations are:

- 9.1 **Condition.** You must keep the Room, any Communal Areas and all corridors within the Halls of Residence clean and in a reasonably tidy condition so as to provide a safe and inoffensive environment for other residents, University staff or their appointed contractors, agents or other authorised persons, when inhabiting or visiting it.

**9.2 Damage or breakage.** You are responsible for:

- (a) any damage or loss caused by you. You are not responsible for fair wear and tear;
- (b) the behaviour and actions of your visitors; and
- (c) any damage or loss caused by the behaviour or actions of your visitors; and
- (d) a fair proportion of the reasonable cost of making good any loss or damage caused to the Halls of Residence for which the University is unable to identify the perpetrator(s).

**9.3 Cleaning.** You are responsible for:

- (a) cleaning the Room and en-suite shower room (where applicable) at least once per week;
- (b) cleaning the Communal Areas (where applicable); and
- (c) ensuring that all refuse/rubbish is disposed of properly in the external bins provided for the purpose as outlined in the Residents' Handbook. You must not leave any rubbish or other items in the grounds around the Halls of Residence or elsewhere on University premises;

**9.4 Equipment or Furniture Loan.** If you are loaned specialist equipment or furniture by the University at any time during the Licence Period, then you must return the equipment or furniture to the Student Accommodation Team, unless agreed in writing by the Student Accommodation Team that you can keep the equipment or furniture or leave it in your Room at the end of the Licence Period. All loaned equipment and furniture must be returned (or, if agreed, left in your Room) in a reasonable condition taking into account fair wear and tear. **Failure to return or any damage to the equipment or furniture will result in a charge in respect of repair or replacement of the item.**

**9.5 Safety.** You must obtain permission from the Student Accommodation Team to bring any furniture into the Halls of Residence. In addition, you must ensure that all furniture or electrical appliances that you bring into the Room, Communal Areas or the Halls of Residence meet applicable safety standards for items of that type in accordance with current British Standards and statutory regulations, such as fire safety legislation. If you are in doubt whether any furniture or electrical appliances comply with applicable safety standards then further information can be obtained from the Student Accommodation Team. **The University reserves the right to remove and dispose of any furniture or electrical equipment that is in the University's reasonable opinion likely to be dangerous or a risk to the Halls of Residence or its residents without payment of compensation.**

**9.6 End of Licence Period.** You must leave the Room and any Communal Areas in a hygienic, clean and tidy condition at the end of the Licence Period. This

should include a thorough clean of all surfaces, cupboards, fridges, freezers, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors as appropriate. The Room and Communal Areas must be left in the same condition as at the start of Licence Period, except for fair wear and tear.

You must remove all personal possessions from the Room and Communal Areas once the Licence Period has ended. If any of your personal possessions or food are left in the Room or any Communal Areas after the Licence Period has ended the University shall remove and dispose of them or donate to charity.

#### 9.7 **General obligations.** You must not:

- (a) obstruct access to the Room or any part of the Halls of Residence, including any Communal Areas;
- (b) interfere or tamper with any fire alarm system (including break glasses) or equipment nor impede any means of escape from fire;
- (c) fix television aerials to the fabric of the Halls of Residence;
- (d) interfere, tamper or disconnect Wi-Fi routers, phones or any communication equipment provided by the University;
- (e) paint or decorate any part of the Room, Communal Areas or Halls of Residence;
- (f) make any alterations or additions to the fabric or surfaces of the Room, Communal Areas or Halls of Residence;
- (g) apply sticky tape or adhesive to the walls or stick pins, nails or screws into any walls of the Room, Communal Areas or Halls of Residence;
- (h) change or install any locks in the Room, Communal Areas or the Halls of Residence;
- (i) interfere with or make any alterations to the heating, cooking, gas, electricity, water or drainage services or installations; or
- (j) cause disconnection or obstruction of any supply of services to or from the Room, Communal Areas or the Halls of Residence.

## 10. RELOCATION

### 10.1 Relocation at your request.

- (a) You may change your Room provided that:-

- (i) there is availability within any other University-managed student accommodation;
  - (ii) written permission is obtained from the Student Accommodation Team, which will not be unreasonably denied. Permission will not usually be given if your student account is in arrears; and
  - (iii) you pay the University an administration charge of £20. This administration charge will be payable even if you decide not to change your Room after you have asked the University to do so.
- (b) The terms of this Agreement will continue to apply to your new student accommodation in the event that you are relocated.
  - (c) Room move requests will not be granted in the first 4 weeks of the Licence Period or within the last 6 weeks of the Licence Period unless in exceptional circumstances and with permission from the Student Accommodation Team.

#### 10.2 Relocation required by the University.

- (a) The University may relocate you to such other suitable alternative accommodation as the University may choose in any circumstances, including but not limited to,
  - (i) reasonable management reasons, including where the accommodation is assessed by the University as not being fit for occupation; or
  - (ii) the protection of your well-being or the well-being of others, or to prevent damage to the accommodation; or
  - (iii) in accordance with the University's Health and Safety requirements, as may be notified to you via the University's website, notices displayed in the Halls of Residence and/or written communication sent directly to you.
- (b) The University will give you reasonable notice of any intended relocation, including details of the alternative accommodation and the date on which you will relocate. Such notice period will depend upon the circumstances of the relocation. **Please be aware that the notice period may be as little as 24 hours.**
- (c) The University will provide reasonable support to assist you in relocating.

#### 10.3 Access to the original Room.

The University reserves the right to cancel access to your original Room if other suitable alternative accommodation has been provided in accordance with clauses 10.1 or 10.2.

#### 10.4 Communal Areas.

The University may prevent or restrict access to any part of the Halls of Residence, including Communal Areas, or facility during the Licence Period provided that the University uses reasonable endeavours to provide alternative facilities to those rendered unavailable and to minimise disruption to you.

### 11. BREACH OF LICENCE AGREEMENT

11.1 In the event that you or your visitor(s) breach this Agreement, including any handbooks (in particular the Residents' Handbook), policies referred to in this Agreement and the General Student Regulations, you must pay for all reasonable loss and damage that the University suffers as a result of your breach (whether or not deliberate). This may include, but is not limited to,

- (a) cost of making good or replacing any damage or loss of any fixtures, fittings, furniture or equipment in the Halls of Residence, including but not limited to your Room, another resident's room, and/or any Communal Area or communal access points e.g., communal front doors;
- (b) cost of clearing blocked drains as a result of any items you have disposed of;
- (c) excessive use of electricity;
- (d) cost of any further cleaning of the Room and any Communal Areas where you have failed to comply with clause 9 (**YOUR RESPONSIBILITIES – CONDITION AND MAINTENANCE**) above;
- (e) cost of lost or retained Student ID/key cards and, if necessary replacement locks;
- (f) costs in relation to the misuse of fire equipment including fire alarms and interfering with smoke detectors; and
- (g) the administration costs and other charges provided for in this Agreement (including but not limited to in the Residents' Handbook) as updated from time to time.

11.2 You must pay the reasonable costs and expenses properly incurred by the University in recovering any arrears of the Licence Fee or other sums due from you under the terms of this Agreement (including but not limited to the Residents' Handbook). This may include, but is not limited to, paying professional advisors, pursuing court proceedings necessary to either gain vacant possession of the room or to recover any arrears of Licence Fee or other sums due from you, administration expenses and (as applicable) any income the University may lose arising from your failure to vacate the Room in accordance with this Agreement, except where a court decides you should

not have to pay these costs.

11.3 The University will invoice you for the reasonable cost of all loss and damage that the University suffers as a result of your breach of this Agreement and payment will be due within 14 working days of the date of the invoice.

11.4 Where any loss or damage in or around the Halls of Residence cannot be attributed to an individual (following reasonable endeavours by the University to identify the perpetrator), the reasonable cost of making good any loss or damage will be charged equally among the occupants of the Halls of Residence. You, as an occupant of the Halls of Residence, will be responsible for a fair proportion of the reasonable cost making good any loss or damage. The University will invoice you for such fair proportion and payment will be due within 14 working days of the date of the invoice.

**11.5 The University may terminate this Agreement in the event of breach of this Agreement in accordance with clause 12.5 (Termination – Breach of Agreement) below.**

## 12. TERMINATION AND EARLY RELEASE

12.1 Withdrawal prior to occupation of the Room.

You may terminate this Agreement at any time prior to the start date of the Licence Period if you give written notice by email or post to the University's Student Accommodation Team (at the address/email address set out in the Accommodation Offer). Any Advance Licence Fee Payment (or part thereof) which has been paid by you will be reimbursed by the University within 28 days of the date upon which the University receives your written notice.

This Agreement will automatically terminate if you do not meet the conditions required under a conditional offer of a place to study at the University. In such circumstances, any Advance Licence Fee Payment (or part thereof) which has been paid by you will be reimbursed by the University within 28 days of the date upon which the place is cancelled or your offer is withdrawn.

In the event that you have entered into this Agreement but have not registered as a student at the University within 14 days of the start date of the Licence Period then the University has the right but not obligation to immediately cancel this Agreement and allocate the Room to another student without further reference to you. You will be charged £50 towards losses incurred by us as a result of the cancellation of the Agreement and the remainder of any Advance Licence Fee Payment (or any other part of the Licence Fee) which has been paid by you will be reimbursed by the University.

12.2 Early Release Withdrawal or Intercalation.

In this clause "formally withdraw or intercalate" means that you have contacted the relevant department at your institution of study to request withdrawal or intercalation in writing and have received confirmation of withdrawal or intercalation in writing from the institute of study. If you are a student at Bath Spa University you must do this by contacting the Student Information Team and completing the Notification of Intention to Withdraw form, which can be found on The Hub. For further information about this process please call the Student Information Team on 01225 876115.

- (a) You must inform the Accommodation Team in writing if you take a leave of absence of or interruption in your course of study for a period of one month or more, or if you are no longer pursuing a full time course of studies (including in the event that you have given written notice of your intention to formally withdraw or intercalate), and if any such circumstances apply to you, we may terminate this Agreement by giving you written notice (and this notice will state the End Date of the Agreement). If we serve notice to terminate the Agreement in the circumstances set out in this clause:
- i. **Within the first ten days of the Licence Period:** the End Date will be the tenth day of the Licence Period. You will still be obliged to pay the Advance Licence Fee Payment (and will not be entitled to any refund in respect thereof). Provided that you vacate the Room and all Communal Areas by the End Date, you will not be obliged to pay any further part of the Licence Fee.
  - ii. **After the first ten days of the Licence Period:** the End Date stated by us will be at least 28 days from the date of the notice, and except as expressly set out below, you will be obliged to pay the Licence Fee as follows:
    - Notice served after tenth day of the Licence Period up to the day before the Second Instalment Date - Licence Fee payable (on a pro rata basis) for the period from the start



date of the Licence Period until the later of: (i) the Second Instalment Date or (ii) the End Date;

- Notice served on or after Second Instalment Date up to the day before the Third Instalment Date - Licence Fee payable (on a pro rata basis) for the period from start date of the Licence Period until the later of (i) the Third Instalment Date or (ii) the End Date;
- Notice served on or after Third Instalment Date - Licence Fee payable in full for the entire Licence Period,

and in each case, except as expressly set out below, you will not be entitled to a refund of any sums already paid in respect of the Licence Fee. If you find another student to take occupation of the Room who is registered as a full-time student and can show current student status, but does not reside in any other student accommodation which is provided by the University from time to time; who is approved by the Student Accommodation Team; and who signs a licence agreement for the Room for the remainder of the Licence Period, we will refund you any sums already paid in advance in respect of the Licence Fee which correspond to the period in which the Room is occupied by such other student.

### 13. Other early release

- (b) In any other circumstance, you may write to the University to request early termination of this Agreement, stating a proposed End Date for the Agreement which is at least 28 days after the date of your request. The University may at its discretion agree to terminate this Agreement early if **all of the following conditions are met**:
- (i) You find another student to take occupation of the Room who is registered as a full-time student and can show current student status, but does not reside in any other student accommodation which is provided by the University from time to time; who is approved by the Student Accommodation Team; and who signs a Licence Agreement for the Room for the remainder of the Licence Period. A full time student from another institution may be considered at the discretion of the Student Accommodation Team;
  - (ii) written permission with confirmation of the End Date is given by the Student Accommodation Team to terminate this Agreement; and
  - (iii) you have paid the Licence Fee up to the date of early termination (on a pro-rata basis) and settled in full any other fees and charges on your account relating to the Room.

If **all of these conditions are met**, the Agreement will end upon the earlier of the replacement occupier moving into the Room, or the End Date. If the Agreement is terminated early under this clause, and provided that you vacate the Room and all Communal Areas by the End Date confirmed by the

University, the University will refund you any sums already paid in advance in respect of the Licence Fee which correspond to the period in which the Room is occupied by such other student. **If the Agreement is terminated for any reason under this clause 12.2, the University will charge you the sum of £50 towards its reasonable costs and expenses associated with early termination, and the University will be entitled to deduct this from any refund payable to you.**

### 13.1 Summer-period Licence Agreements

Where this Agreement is for the summer period that falls outside of the University's term dates, it is unlikely that the University will consent to an early release of this Agreement and you will be liable for the full Licence Fee.

### 13.2 Breach of this Agreement.

- (a) In the event that in the University's reasonable opinion:
  - (i) you are in serious or persistent breach of this Agreement, including any handbooks (in particular the Residents' Handbook), policies referred to in this Agreement or the Student General Regulations (which may include, but is not limited to, failure to pay the Licence Fee); or
  - (ii) your behaviour constitutes a serious risk to the health, safety or welfare of yourself or other students or the University's or other's property, then the University, at its absolute discretion, may terminate this Agreement early by giving you 28 days' notice.
- (b) At the end of the 28 days referred to in clause 12.5(a) (above) you must leave the Room and Communal Areas with all your belongings. **If you fail to leave, the University may use all lawful means to remove you and will seek to recover the costs from you in accordance with clause 11.2 above.**
- (c) You will still be required to comply with clause 9.6 (End of Licence Period) above to leave the Room and Communal Areas in a hygienic, clean and tidy condition.
- (d) You will remain liable for the Licence Fee for the period that the Room is vacant and the University's reasonable costs in finding a replacement student to take occupation of the Room.
- (e) You will not be allowed to visit, even as a visitor, the Halls of Residence or any other student accommodation that is provided by the University from time to time.

### 13.3 Acceptance of Student ID/Key Cards

Acceptance of Student ID/key cards by the University before the end of the Licence Period does not relieve you of your obligations under this Agreement, including the obligation to pay the Licence Fee for the remainder of the Licence Period. If you return the Student ID/key card, any access to the Room by the University for any reason will not terminate this Agreement prior to the end of the Licence Period.

#### 13.4 Redirection of mail

It is your responsibility to arrange redirection of mail on termination of the Licence Agreement for any reason. The University will not forward mail delivered to your former address and if any such mail is left at any halls of residence the University may dispose of it.

### 14. THE UNIVERSITY'S RESPONSIBILITIES

#### 14.1 Condition and maintenance

- (a) During the Licence Period, the University will use its reasonable endeavours to provide the following and act in accordance with The Universities UK Code of Practice for University- Managed Student Accommodation (a copy of which is available on the University's website):
  - (i) maintain the structure of the accommodation and keep the accommodation in reasonable repair;
  - (ii) provide adequate furniture and fittings;
  - (iii) provide adequate lighting, water and heating without further charge;
  - (iv) ensure that all fixtures and fittings for lighting, water and heating are kept in good working order and provide such heating as the University, acting reasonably, considers adequate. Heating may be turned off or reduced during warmer weather;
  - (v) provide reasonable toilet and laundering facilities;
  - (vi) ensure that cleaned accommodation is provided when you first occupy the Room;
  - (vii) provide self-catering facilities;
  - (viii) the Contents. You must check the inventory and report any errors or inaccuracies within fourteen working days of arrival. If you do not report any errors or inaccuracies, the inventory will be deemed to be agreed and accepted as a true record of the Contents; and

- (iv) provide an adequate supply of hot water for normal domestic use.
- (b) The University shall not be held liable nor obligated to pay any compensation in respect of the failure, interruption or withdrawal of any of the above services or facilities if the failure, interruption or withdrawal is due to reasons outside of our control (such as, but not limited to, mechanical breakdown, fuel / material shortage, labour disputes, student action or necessary maintenance, repair or replacement). In case of interruption, the University agrees to use its reasonable endeavours to reinstate the service or facility as soon as is reasonably possible and minimise any disruption caused to you.

## 14.2 Insurance

The University has arranged basic insurance cover with Endsleigh Insurance Services Ltd for your personal possessions and you will receive a copy of your policy on arrival. It is your responsibility to check the scope and level of that insurance cover and you are responsible for insuring your personal possessions beyond that scope and level. You can view a copy of the policy in the Residents' Handbook.

## 15. COMPLAINTS AND APPEALS

If you feel that the University has not fulfilled its obligations under this Agreement you should, in the first instance, discuss this with the Student Accommodation Team. If you are not happy with the outcome and wish to pursue your complaint further or appeal any decision made, you should do so in accordance with the University's Complaints Policy, available on the University's website and as updated from time to time.

## 16. COMMUNICATIONS

- 16.1 The University will in most cases communicate with you via your student email address to inform you of activities such as inspection of the Room. It is your responsibility to check your account for such notices.
- 16.2 The University may correspond with or serve any notice on you at any contact address you have given to the University.
- 16.3 In the event of an emergency the University will use the next of kin or home contact details as provided by you at registration.
- 16.4 Any notice or proceeding, which is to be served on either party to this Agreement, shall be sufficiently served if sent by email to Bath Spa University student email address or by ordinary first class post or special delivery to you at any contact address you have given to the University (and if more than one the University shall only be required to serve notice at one address that it may select at its absolute discretion), and to the University at Newton Park

Campus, Newton St Loe, Bath, BA2 9BN marked for the attention of the Student Accommodation Team, with a copy to The University Secretary. If that notice is not returned through the post office undelivered then service shall be deemed to have taken place two days after the date that the notice was posted.

## 17. LIABILITY FOR LOSS AND DAMAGE OF PROPERTY

- 17.1 Any property (including money and valuables) brought on to and left on the University premises is entirely at your or the owner's risk. The University will not accept liability for any loss or damage to such property however caused, except where that loss or damage was caused by the University's negligence.
- 17.2 The University reserves the right to dispose of private property left on the University premises after the end of the Licence Period and the University will not accept any liability arising out of the disposal of such property, including, but not limited to, the cost of replacement or recovery.

## 18. DATA PROTECTION

- 18.1 By accepting this Agreement, you accept that we may process data relating to you for the purpose of:
- (a) administering this Agreement, including sending communications to you and/ or processing Licence Fee or other payments received from you
  - (b) providing education and support services;
  - (c) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime; and
  - (d) as otherwise outlined in the University's Privacy Notices.
- 18.2 We shall process data relating to you in accordance with the Data Protection Act 2018 and the University's Data Protection Policy and Privacy Notices, as available on the University's website and as updated from time to time.

## 19. GOVERNING LAW

- 19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement is governed by the law of England and Wales. **International students should be aware that this governing law may differ from the law in their home country.**

19.2 You and the University agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

## 20. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and therefore nobody other than you or the University may have any rights under this Agreement.