

## ACCOMMODATION AGREEMENT

### SELF-CATERED RESIDENCES – SELF CONTAINED STUDIO OR FLAT

THIS CONTRACT creates legally binding obligations between the University and the Student so please read it, and the Booklets which form part of this Contract, and make sure you understand all the terms and conditions before you proceed. You must also read the University's regulations applicable to residences on <http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/residences/>. This Contract is governed by English law which international students may find is quite different to the law which applies in their own country. Take advice before proceeding if you feel you need it.

Accommodation	The accommodation named in the University's offer of Accommodation										
Booklet	The (online and/or hard copy) information booklet applicable to the Residence known as 'University Living – your guide to Services and Facilities 2011-12' and contractual information available at <a href="http://www.exeter.ac.uk/accommodation">http://www.exeter.ac.uk/accommodation</a>										
Residence	The Residence named in the University's offer of Accommodation of which the Accommodation forms part										
Common Parts	Where applicable, any shared facilities there may be in the Accommodation and those parts of the Residence or the University's property which it is necessary to use for the purpose of gaining access to the Accommodation and the bin areas and areas provided for parking bicycles										
Contents	the University's fixtures fittings and equipment in the Accommodation and the Residence										
Inventory	the inventory agreed with the Student upon the Student taking up occupation of the Accommodation										
Deposit	£300.00										
Payment Date(s)	The dates specified in the University's offer of Accommodation										
Maximum Occupancy	Outlined in table below and include the student and any children										
	<table><thead><tr><th>Residence</th><th>No of Persons</th></tr></thead><tbody><tr><td>All Studios and King Edward Court Flat 4</td><td>1 – over age of 18</td></tr><tr><td>King Edward Court Flats 1, 2, 3, 5, 6, 7 and 8; Clydesdale Court Flat 1, 2, 3 and 4</td><td>2 – both over age of 18</td></tr><tr><td>Clydesdale Court Flats 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19</td><td>3 – at least one person over age of 18</td></tr><tr><td>Clydesdale Court Flats 5, 6, 7 and 8</td><td>4 – at least one person over age of 18</td></tr></tbody></table>	Residence	No of Persons	All Studios and King Edward Court Flat 4	1 – over age of 18	King Edward Court Flats 1, 2, 3, 5, 6, 7 and 8; Clydesdale Court Flat 1, 2, 3 and 4	2 – both over age of 18	Clydesdale Court Flats 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19	3 – at least one person over age of 18	Clydesdale Court Flats 5, 6, 7 and 8	4 – at least one person over age of 18
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Clydesdale Court Flats 5, 6, 7 and 8	4 – at least one person over age of 18										
Period of Residence	The Period of Residence specified in the University's offer of Accommodation										
Residence Charge	The amount specified in the University's offer of Accommodation payable in instalments shown in University's offer of Accommodation in advance										

on or before the Payment Dates (and this sum includes the price of the Services)

Services	(a) repair of the Residence (b) lighting and heating of the Residence (c) supply of hot and cold running water to the Residence (d) electricity and gas supply to the Residence (e) insurance of the Residence (f) insurance of Student's possessions as described in the Booklet (g) cleaning of the Residence as described in the Booklet
Student	The student named in the University's offer of Accommodation, whose home address shall be stated in the Student's application. <b>The other occupiers are those named in the Student's application.</b>
Third Party Provider	shall mean the third party managing the Residence (if applicable)
University	The University of Exeter of Northcote House, The Queen's Drive EXETER, EX4 4QJ; email: <a href="mailto:accommodation@exeter.ac.uk">accommodation@exeter.ac.uk</a>
"University's Offer of Accommodation"	the offer made by the University to the Student to allow the Student to occupy the Accommodation for the Period of Residence

The University agrees to allow the Student:-

- (a) to occupy the Accommodation
- (b) to use the Contents
- (c) to use the Common Parts

during the Period of Residence on the conditions set out in this Contract.

## **1.0 Student's Obligations**

The Student agrees as follows

- 1.1 To pay the Residence Charge to the University (or to whom it may direct) in advance on or before the Payment Dates without deduction
- 1.2 To pay the Deposit to the University if it has not been paid prior to the date of this contract
- 1.3 To pay the late fee charge(s) set out in the University's Fees Regulations (<http://www.exeter.ac.uk/students/finance/studentfees/paymentdeadlinespenalties>) for any payment which is not made by the dates specified in those regulations
- 1.4 To keep the Accommodation and Contents in the Accommodation and (jointly with other students) the Common Parts and the Contents in them in a clean and tidy condition; and not to damage them and not to make dirty or untidy or damage any other part of the Residence. Responsibility for cleaning is set out in the Booklet. The University or Third Party Provider may give the Student written warning if the Accommodation and/or the Common Parts and/or the Contents need to be cleaner or tidier. If there is no improvement on the date of the follow-up visit specified in the warning the University or Third Party Provider shall be entitled to hire cleaners to do the work and recover the properly and reasonably incurred costs of doing so from the Student
- 1.5 To leave the Accommodation, and to ensure that all other occupiers leave the Accommodation (in a clean and tidy condition and cleared of all the Student's belongings) and return all keys and access cards at the end of the Period of Residence or earlier termination of this Contract
- 1.6 To allow the University or Third Party Provider at reasonable times after giving at least 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, cleaning or repair (no notice being necessary in an emergency, for repairs reported by the Student or for routine cleaning on designated days). Without limitation to the foregoing to allow the University or Third Party Provider to enter the Accommodation pursuant to Clauses 2.3 and 4.7. Notice may not always be given for access to the Common Parts only
- 1.7 To comply with legislation so as to avoid the Student's actions or negligence having an adverse effect on the University or Third Party Provider or the owners or occupiers of nearby property which shall for the avoidance of doubt include the following:-  
It is essential that individuals should have the freedom to rest and work undisturbed and, therefore, reasonable quiet must be maintained at all times. Unreasonable levels of noise will not be tolerated at any time of the day. A particularly serious view will be taken on noise after 11.30 pm and before 7.30 am. By way of an example, music which is audible outside the room in which the equipment is located will be considered to be an unreasonable noise level. If the Student causes a noise nuisance s/he may be subject to disciplinary action under the University's Regulations. If the Student causes a noise nuisance to a local resident, the Local Authority has very wide powers to take action including the service of a Warning Notice, Fixed Penalty Notice or an Abatement Notice and the equipment which is causing the noise nuisance may be impounded. The Student must not make any abusive phone calls under the Communications Act 2003 nor supply or possess any illegal drugs and/or substances including controlled drugs listed under the Misuse of Drugs Act 1971 or Drugs Act 2005 nor possess any fire arms (including replicas, models, airguns, pellet guns and paintball guns, knives or offensive weapons. The following are also prohibited and may result in the termination of this agreement
  - (a) The use of any oil, paraffin, gas or electric heating other than that provided by the University. Any such items found will be removed and returned upon vacation of the Accommodation by the Student.

- (b) The storage of oil, paraffin or spirit based fuels and other flammable liquids. Any such items found will be removed and returned to the Student upon vacation of the Accommodation.
  - (c) The use of candles, oil burners, incense sticks, chip pans, any form of deep fat frying, sun beds, fireworks in or around the University managed accommodation.
- 1.8 To comply with the University's (or Third Party Provider's) policies rules and regulations previously supplied to the Student or in the University's calendar (<http://www.admin.exeter.ac.uk/calendar/part1.htm>) and to comply with the reasonable requests and directions of the University's accommodation staff, which includes an obligation to produce the Student's ID card to a member of the University's (or Third Party Providers) staff on request
  - 1.9 To report promptly to the University or the Third Party Provider as directed in the Booklet any damage or want of repair or failure of the Services within 24 hours of becoming aware of it
  - 1.10 To pay within 7 days of demand to the University all costs reasonably and properly incurred by the University in enforcing the Student's obligations or arising from a breach of them including any sums payable to the Third Party Provider as a result thereof and including the University's management and administrative costs and professional fees
  - 1.11 To notify the University or Third Party Provider in advance if the Accommodation is likely to be unoccupied for more than 7 days
  - 1.12 Where damage or loss occurs at the Residence and it is not possible for the University or Third Party Provider (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss (including a proportion of the £50 administration fee) as ascertained by the University or Third Party Provider as the case may be
  - 1.13 Promptly to send to the University or Third Party Provider a copy of any communication the Student receives which is likely to affect the Accommodation or the Residence (such as a notice from the local authority or a neighbour)
  - 1.14 Not to do anything which may cause damage to the electrical or gas installations or equipment in the Residence or which may be a fire risk or in any other way put the health and safety of others or the University's or other people's property at risk. **Causing or increasing fire, health and safety or security risks will be treated by the University as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under the University's Regulations.** The Student will remove from the Residence any item which the University reasonably considers to be unsafe. Where electrical items are concerned, the University may, in suitable cases, give the Student the option of keeping an item if it is tested and certified safe by the University's staff, but the University will charge the Student for the test in such cases (see booklet for fees payable). A list of permitted electrical items is given in the Regulations Applicable to University Residences previously supplied to the Student and available from <http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/residences/>
  - 1.15 Not to put anything harmful or which is likely to cause blockage in any pipes or drains
  - 1.16 Not remove any item from, affix any item to, change, damage or attempt to repair the structure or decorative finish of the Accommodation the Common Parts the Residence or the Contents
  - 1.17 Not to bring additional furniture (including cookers, fridges and freezers) into the Residence or Accommodation
  - 1.18 Not to use the Accommodation for business or any purpose other than a residential unit and not to use any other part of the Residence for any purpose other than its designated use
  - 1.19 Not to share the Accommodation or sub-let it or transfer occupancy to any person. **Unauthorised occupation of the Accommodation will be treated by the University as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under the University's Regulations**

- 1.20 Not to cause nuisance, distress, disruption, offence or persistent disturbance to others. **Noise nuisance between the hours of 11.30 pm and 7.30 am will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under the University's Regulations.** At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring property
- 1.21 Not to bring any animal into the Residence unless it is an aid for a disabled person. The Student is requested to notify the University in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it (eg away from students who may be allergic to it). Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes
- 1.22 Not to keep any vehicle or vehicle parts in any part of the Residence other than (i) bicycles in the designated cycle bays (available on a first come-first served basis); or (ii) mobility assistance vehicles for people with disabilities in the parking spaces designated for them; or (iii) with a valid parking permit (see Booklet for fees payable). Not to ride or drive or keep any vehicle inside the Residence unless it is a mobility assistance vehicle suitable for such use. Users of mobility assistance vehicles are requested to contact the University in advance as the University may need to make reasonable adjustments to accommodate the vehicle (without imposing any obligation or liability on the University if the vehicle cannot reasonably be accommodated). Details of car parking arrangements are given in the Booklet
- 1.23 Not to cause any obstruction of the Common Parts. **Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under the University's Regulations**
- 1.24 Not to have more than four visitors/guests in the Accommodation at any time
- 1.25 To pay the Council Tax for the Accommodation if at any time the Student is not exempt and to reimburse the University (within 7 days of demand) for any Council Tax it has to pay for the Residence as a result of the Student failing to maintain his/her exemption
- 1.26 To report to the University (or Third Party Provider) promptly any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to the University (or Third Party Provider) promptly any suspicious circumstances likely to affect the security of any part of the Residence. Where the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to the University's Estate Patrol (or Third Party Provider's Security) as soon as reasonably practicable (and in any event within 24 hours)
- 1.27 To check the Accommodation and report any discrepancy in the Inventory to the University within 48 hours of taking occupation. If the Student does not report any damage, or missing items, at the start of occupancy the Student may not be able to rely on the Inventory at a later date to prove that the damage was not the Student's fault
- 1.28 Not at any time to leave the Accommodation unoccupied without locking the doors and windows. Not to leave the Residence main entrance open or unlocked or to allow anyone to enter who is not a resident, or a representative of the University (or Third Party Provider) 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
- 1.29 (Where applicable) To ensure that any children living at the Accommodation with the Student are properly supervised at all times and not to leave any child under the age of 14 years alone in the Accommodation at any time

## 2.0 University's Obligations

The University agrees as follows:

- 2.1 To use all reasonable endeavours (save in respect of any interruptions caused beyond the reasonable control of the University) to provide or procure the provision of the Services as stated

- 2.2 To return the Deposit (after making any proper deductions including any bank fees for direct transfer) by adjusting the Residence Charge on the Student's University account (in instalments in term 2 and 3 payment periods). If payment of the Residence Charge is made for the whole year in advance the Deposit will be returned in the first payment period
- 2.3 Except in an emergency, or for repairs reported by the Student or for routine cleaning on the designated days to give the Student or procure that the Student is given at least 24 hours' notice before entering the Accommodation and 7 days' notice in the case of planned maintenance
- 2.4 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary
- 2.5 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this Contract or where there is a serious risk of harm to the Student or to others, or to the University's or other people's property
- 2.6 The Student confirms that s/he has read through and understood the on-line Student Accommodation Induction 2011/12. The Student also confirms that s/he has been provided with and read the information concerning the matters detailed in subparagraphs (a) to (k) below in the Booklets. By way of further confirmation of the aforesaid information and induction before the end of the first week of the Period of Residence the University will provide the Student with information and advice on:
- (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
  - (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Residence and why cooking in any area other than the kitchen within the Accommodation is a safety risk and in breach of this Contract; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action and/or criminal proceedings for mis-use of fire precautions equipment;
  - (c) how to get access to the Accommodation in the event of the Student losing their keys;
  - (d) cleaning schedules and students' responsibilities for cleaning;
  - (e) the respective roles and responsibilities of the University and its resident students;
  - (f) health, welfare, and guidance on communal living;
  - (g) where to get advice on financial difficulties;
  - (h) where to get counselling;
  - (i) how to register with a local health service;
  - (j) the management structure for the Residence and contact details of the key members of staff with out-of-hours emergency contact details;
  - (k) any special arrangements made to help with any disability the Student may have disclosed to the University
- 2.7 To give a receipt for any of the Student's property which is confiscated under the terms of this Contract
- 2.8 To ensure security staff are clearly identified, and that any staff or Contractors requiring access to the Accommodation carry, and allow the Student to inspect, appropriate identification documents. (Where applicable) To make appropriate checks on staff or Contractors who need access to the Accommodation where the Student has notified the University that children under the age of 18 are resident (or to ensure that an appropriate member of staff accompanies the Contractor or that the parent or guardian is present on any inspection or maintenance visit)
- 2.9 To maintain or procure the maintenance of any kitchen facilities in the Common Parts serving the Accommodation in good order and repair, and keep any equipment there in proper working order (as long as the University had notice of the problem, or ought reasonably to have been aware of it)
- 2.10 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence (many of these instructions will be posted in the relevant part of the Residence)

### **3.0 Other Conditions**

- 3.1 The Student is responsible for the conduct of any visitor(s)/guest(s) s/he invites to the Residence and for the conduct of any person living with them in the Accommodation
- 3.2 The Student hereby authorises the University to use his/her personal data and that of the people living with the Student for all lawful purposes in connection with this Contract (including debt recovery, crime prevention, allocating rooms, measuring satisfaction, ensuring an appropriate student mix in the Residence or where there is a serious risk of harm to the Student or to others or to the University's or other people's property) and the University is authorised (if it reasonably deems it appropriate) to pass such personal data to the Third Party Provider and the Student warrants to the University that s/he has obtained the consent of people living with him/her to enable him/her to give this authority (and for the avoidance of doubt the term "personal data" shall include but not be limited to names, addresses, email details, gender, age, course details and telephone numbers)
- 3.3 The University's or Third Party Provider's liability for loss injury or damage to any person or property is excluded unless the loss or damage is caused by the University's or Third Party Provider's negligence or breach of their respective obligations in this Contract or the negligence of their respective authorised employees or agents. (Insurance provider is not the University's agent). Personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to the maximum value stipulated in the policy) are insured under the Block Halls Insurance Policy, that insurance is subject to the conditions, exclusions, limitations and excesses of the policy and it is the Student's responsibility to check that the cover provided is adequate for their needs. "Top-up" insurance cover is available direct from the insurer, and details of how to arrange this, and where to inspect the terms of the policy, are set out in the Booklet.
- 3.4 The University or Third Party Provider is not liable to repair any damage caused by the Student or the people living with the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the University or Third Party Provider has an overriding statutory obligation to make the Residence safe
- 3.5 The University or Third Party Provider may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition and unobstructed by the students using them but will not withdraw essential services such as electricity and water supply
- 3.6 This Contract does not affect the University's disciplinary powers. A breach of the Student's obligations in this Contract shall be treated as a breach of the University's Regulations (<http://www.admin.exeter.ac.uk/calendar/part1.htm>) which are binding on all students from the point of registration and the Regulations Applicable to University Residences, which are binding on all students resident in University accommodation (<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/residences/>).
- 3.7 The University or Third party Provider is entitled, at the Student's expense, to remove from the Accommodation or other parts of the Residence any article which constitutes an obstruction or a fire or health or safety risk, or which is on display and likely to give serious offence to other people, but (unless perishable) will if requested return it to the Student on the termination of this Contract. The University (or Third Party Provider) is entitled to remove any item left in the Residence by the Student at the end of each Period of Residence and shall not be obliged to return it to the Student unless it is reclaimed within 21 days. The University will take reasonable steps to inform the Student where valuable items are concerned
- 3.8 This Contract is a Letting to a Student as defined in paragraph 8 of Schedule 1 to the Housing Act 1988
- 3.9 Notices under this Contract must be in writing (unless the Student has a disability which prevents them from giving written notice in which case notice may be given verbally to the Accommodation Office Manager) and the University's address for service (including service by email) is given at the beginning of this Contract. The University may serve notice on the Student by leaving it at the Accommodation (unless the University is aware that the Student has ceased to occupy the Accommodation) or by first-class post to the Student's last-known address or by email to the Student's last-known email address
- 3.10 This Contract is not intended to confer any benefit to anyone who is not party to it

- 3.11 This Contract contains all the terms agreed to by the University and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the Director of Campus Services or other nominated University representative. The University will confirm any agreed variation to the Student in writing at the time the variation is made
- 3.12 The University may use the Deposit in settlement or part-settlement of any breach by the Student of the Student's obligations in this Contract including arrears of the Residence Charge or any other payment due hereunder and payment for any loss or damage caused to the Accommodation, Residence, Common Parts or the Contents and the Student shall make up any shortfall in the full amount of the Deposit thereby arising on demand
- 3.13 If for any reason beyond the University's control the Accommodation is not ready for occupation at the start of the Period of Residence (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it) the University will offer the Student (and any others the University had agreed could live at the Accommodation) comparable alternative accommodation and the Student will accept it (provided it is comparable or better). The Student shall be entitled to terminate this Contract if the Accommodation is still not ready for occupation after the first 4 weeks of the Period of Residence, as an alternative to accepting the substitute. Where the alternative accommodation is in the same Residence as the Accommodation, and of the same or better type, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University agreed to provide

#### 4.0 **Termination of this Contract**

##### 4.1 Late arrival:

- (a) Unless the Student has made prior arrangements with the University for late arrival this Contract will automatically terminate if the Student has not taken up residence by the end of the first day of the Period of Residence and the Deposit will not be refunded
- (b) If the Student has made arrangements with the University for late arrival but has not taken up residence (or made further arrangements with the University) by the agreed late arrival date, this Contract will automatically terminate on the agreed late arrival date and the Deposit will not be refunded
- 4.2 The University may terminate this Contract at any time by serving reasonable notice on the Student if
- (a) the Residence Charge or any other payment is overdue by 21 days or more or
- (b) the Student is in serious or persistent breach of any of the Student's obligations hereunder or
- (c) the Student does not have status as a registered student of the University or
- (d) in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or others' property

and (except where the reason is related to the Student's health) the University shall be entitled to charge the Student £110 towards the costs of administration and cleaning the Accommodation PROVIDED THAT If the Student does not leave the premises, the University must get an order for possession from the Court before the Student can lawfully be evicted. The University cannot apply for an order before the Notice to Quit or the Notice to Determine this Agreement has run out. (If you do not know if you have any right to remain in possession after a Notice to Quit or a Notice to Determine runs out you can obtain advice from a solicitor. Help with all or part of the costs of legal advice and assistance may be available under the Legal Aid Scheme. You should also be able to obtain information from a Citizens Advice Bureau, a Housing Aid Centre or a Rent Officer)



- 4.3 The Student may only terminate this Contract in accordance with this clause and the early termination procedure set out in the Booklet and the Student will remain liable for the Residence Charge and his/her other obligations hereunder until
- (a) The Student has given notice to the University that s/he wishes to leave (for service of notice see clause 3.9); **and**
  - (c) The Student makes payment for, or puts right, to the University's reasonable satisfaction any breach of the Student's obligations in this Contract; **and**
  - (d) A replacement student who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University enters into a Contract with the University (the University will assist the Student in finding a replacement, but does not guarantee it will be able to find one); **and**
  - (d) The Student pays a fee of £110 towards the costs of administration and cleaning the Accommodation
- Conditions (b) to (d) shall not apply if the Student is able to show that the only reason for termination is a serious or persistent breach of the University's obligations in this Contract, or because the Student is prevented from continuing his/her studies because of a disability
- 4.4 The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
- (a) apply to the University for a transfer;
  - (b) if a transfer is granted, enter into a new contract for the new accommodation; and
  - (c) pay to the University a £40 administration fee;
  - (d) have complied with their obligations in this Contract in all important respects.
- 4.5 The University will make vacated rooms available to other students for room transfers, but an existing occupier who transfers to a vacated room will not be treated as a replacement occupier for the purpose of releasing the Student from their obligation to pay the Residence Charge. Refunds of Residence Charge will only be given where the void in the Residence caused by the Student's early departure has been filled by a new (as opposed to a transferring) occupier and there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant from its waiting list before allocating people on its waiting list to the Accommodation in order to release the Student early from this Contract
- 4.6
- (a) If this Contract is terminated by the University for one of the reasons stated in clause 4.2 the Student will only be entitled to a refund of pre-paid Residence Charge for the period during which the University is able to re-let the Accommodation and Residence Charge will continue to be payable by the Student until it is re-let
  - (b) If this Contract is terminated by the University for its own purposes, the Student will be entitled to a full refund of pre-paid Residence Charge for the unexpired proportion of the Period of Residence and the proper and reasonable additional costs of finding, relocating to and renting comparable alternative accommodation for the remainder of the Period of Residence
  - (c) If this Contract is terminated by the Student because the University is in serious or persistent breach of its obligations the Student will be entitled to claim a full refund of pre-paid Residence Charge for the unexpired proportion of the Period of Residence and the proper and reasonable additional costs of finding, relocating to and renting comparable alternative accommodation for the remainder of the Period of Residence (subject to proving the University's breaches)
  - (d) If this Contract is terminated by the Student and the University is not in serious or persistent breach of its obligations, the Student will only be entitled to a refund of pre-paid Residence Charge if the pre-payment relates to a period during which the University is able to re-let the Accommodation, and Residence Charge will continue to be payable until it is re-let
  - (e) Where this Contract is terminated early because the Student is prevented from continuing their studies due to a disability, the Student will be entitled to a full refund of pre-paid Residence Charge for the unexpired proportion of the Period of Residence to which the pre-payment relates

4.7

- (a) The University reserves the right to temporarily relocate the Student upon at least 7 days notice (or without notice in the case of an emergency) where the University (acting reasonably) requires access to the Accommodation for such period as it deems reasonable in the circumstances in order to carry out any works of repair or maintenance and such works cannot reasonably or cost effectively be carried out with the Student remaining in occupation. The Student agrees to move back into the Accommodation upon the University giving notice that the said works have been completed.
- (b) The University reserves the right to relocate the Student for reasons other than those envisaged by Clause 4.7 (a) above to comparable alternative University accommodation upon serving at least 7 days written notice to that effect PROVIDED THAT in these circumstances unless the reason for this relocation is because the Student is in breach of one or more of their obligations in this Contract the Student will have the right to terminate this Contract with immediate effect and shall only be liable to pay the Residence Charge up to the date of such termination as an alternative to relocating.
- (c) Where the University relocates the Student because the Student is in breach of one or more of their obligations in this Contract or where the relocation is made at the Student's request the Student shall pay to the University an administration and cleaning charge of £110

4.8 The University's acceptance of the keys at any time shall not in itself be effective to terminate this Contract while any part of the Period of Residence remains unexpired

**The deposit must be paid before the University will confirm THIS CONTRACT. A contract in ACCEPTED state is only accepted by the student and not agreed by both the Student and the University.**

**Once you have processed your offer to the ACCEPTED state and the University has confirmed this by progressing it to the CONFIRMED state these details become a LEGALLY BINDING CONTRACT under English Law.**

**This contract ends on the last day of the Period of Residence unless it is terminated earlier in accordance with Clause 4.**