

TERMS AND CONDITIONS OF RESIDENCE
("the Ts & Cs")

Welcome to the University of Exeter

INTRODUCTION	
Nature of Agreement	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:</p> <ol style="list-style-type: none"> 1. enter your Room at any time and for any reason (which is similar to staying in a hotel); 2. require you to move to an alternative room (again this is similar to staying in a hotel); and 3. where stage 3 of the Online Application Process states that the room type is "shared", require you to share the Room with another person. <p>Where we exercise these rights we will do so in accordance with these Ts & Cs.</p>
Terms of this Agreement	<p>The terms of this Agreement are contained within:</p> <ol style="list-style-type: none"> 1. these Ts & Cs; 2. stage 3 of the Online Application Process; and 3. the Contract Formation E-mail. <p>Together, these documents set out our respective rights and responsibilities.</p>
Formation of this Agreement	<p>This Agreement will be formed and a legally binding contract entered into between us, which, subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas, when we issue the Contract Formation E-mail to you.</p> <p>The Contract Formation E-mail will only be issued once you have completed the Online Application Process and we have been able to review and approve your application for Accommodation.</p> <p>If you are under 18 when you Accept the Agreement, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with clause 6.3.5 below. If you choose not to do so, the Agreement will be legally binding upon you.</p>
Period of Residence	<p>The Period of Residence is for the period set out in stage 3 of the Online Application Process, which includes the Christmas and Easter vacation periods (and if so specified in stage 3 of the Online Application Process the summer vacation), but if the Room is located within a Catered Residence, the Period of Residence is for academic terms and the Welcome week only and does not include the Christmas, Easter or summer vacation periods.</p> <p>Please note, that if you vacate the Accommodation prior to the last day of the Period of Residence, you remain liable to comply with all your responsibilities under this Agreement (including payment of the Licence Fee) until the end of the Period of Residence, unless the Agreement has been terminated in accordance with the procedures set out in these Ts & Cs. Moving out of the Accommodation and returning the key/key fob to the Residence Reception is not sufficient to terminate this Agreement early and you will remain liable to comply with all your responsibilities under this Agreement until the end of the Period of Residence.</p>

Our responsibilities	Our responsibilities are set out in clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.
Your responsibilities	By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take formal (including legal) action against you which may result in you having to leave your Accommodation.
Variations to this Agreement	With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.
Enquiries	<p>If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office in the first instance or the relevant contact set out at https://www.exeter.ac.uk/study/accommodation/contact/ , if you have a more specific enquiry. If you are unable to access this web link, please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement.</p> <p>If you require advice on your rights or responsibilities under this Agreement, please seek advice from the Student's Guild Advice team, a Citizens' Advice Bureau, Law Centre or solicitor.</p>
Glossary	These Ts & Cs, stage 3 of the Online Application Process and the Contract Formation E-mail contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.
1.	OUR RESPONSIBILITIES
1.1	<p>Services & facilities</p> <p>During the Period of Residence we will use reasonable endeavours to:-</p> <p>1.1.1 maintain the structure of the Residence and keep the Residence and Communal Areas (including the lighting, heating and fire-fighting equipment within them) in reasonable repair and fit for use by you and other occupiers and (if applicable) keep the Residence and Communal Areas clean and tidy and, in the case of the Catered Residences, keep the Accommodation clean and tidy. The extent of our obligation to keep the Residence and Communal Areas clean and tidy is detailed at https://www.exeter.ac.uk/study/accommodation/current-residents/cleaning . If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement;</p> <p>1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off (please see https://www.exeter.ac.uk/study/accommodation/current-residents/ for further details);</p> <p>1.1.3 provide an adequate supply of hot water for normal domestic use;</p> <p>1.1.4 provide facilities for the washing and drying of clothes either in the Residence or in another of our buildings, for which there will be a separate charge at the point of use;</p> <p>1.1.5 arrange for an external company to provide and maintain an internet point and/or wifi access within the Accommodation. If you require use of a broadband width in excess of 100 Mbps, you will need to contact the external provider and enter into a contract for the additional broadband width and pay them directly for such additional services;</p>

		<p>1.1.6 provide security services to the Residence via the University Security Team. Please note that this service may be within the Residence or another of our buildings;</p> <p>1.1.7 provide welfare support via the Residence Life Team;</p> <p>1.1.8 provide reception services for the Residence; and</p> <p>1.1.9 if stage 3 of the Online Application Process states that Room is located in a Catered Residence, provide catering services.</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement). We reserve the right to make changes to the cleaning and catering services provided during the Period of Residence but we will only do so where it is reasonably necessary and you will be notified of any such changes.</p>
1.2	Insurance	<p>1.2.1 During the Period of Residence we will insure the Residence against fire and other risks which we reasonably consider necessary.</p> <p>1.2.2 During the Period of Residence we will insure your personal belongings up to a limit of not less than £10,000 (please see https://www.exeter.ac.uk/study/accommodation/current-residents/ for confirmation) but you will be responsible for administering any claims which arise. Note: the insurance policy does not cover all items, for example laptops, cameras, musical instruments, bikes or mobile phones may not be covered by the policy. Full details of the insurance policy are available at https://www.exeter.ac.uk/study/accommodation/current-residents/. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement. Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.</p>
2.	YOUR RESPONSIBILITIES	
2.1	Licence Fee	<p>2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.</p> <p>2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If the whole or any part of the Licence Fee remains unpaid in breach of the payment terms set out in Schedule 1 we will:</p> <p>(a) apply a 3% late payment charge on any sum that is outstanding 14 days after the due date which will then be applied from the day after the due date.</p> <p>2.1.4 If someone other than you pays all or part of the Licence Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.</p>
2.2	Accommodation Condition	<p>You are required to check the condition of your Accommodation and ensure there is no pre-existing damage on your arrival and return the Room Condition form to us in the manner detailed in the form within 7 days. Please note that if you do not notify us of any issues by completing the form with this period, you are accepting that there are no issues with your Accommodation or the contents of your Accommodation.</p>

2.3	Accommodation Welcome Induction	You agree to complete the on-line Student Accommodation Welcome Induction (which can be accessed at https://accommodation.exeter.ac.uk/Student/) for the relevant academic year no later than 7 days after moving into the Accommodation.
2.4	Using the Accommodation	<p>2.4.1 You and the persons referred to in stage 2 of the Online Application Process and subsequently confirmed by the University (if applicable) (“the Confirmed Occupiers”) are the only people authorised to occupy the Accommodation.</p> <p>2.4.2 You and (if applicable) the Confirmed Occupiers must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).</p> <p>2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clauses 2.5.4 (visitors) or 2.6 (moving rooms) allow anyone else other than the Confirmed Occupiers to live in or use the Accommodation.</p> <p>2.4.4 You must allow our staff and/or contractors and/ or those authorised by us to enter the Accommodation in accordance with clause 3.2 below.</p> <p>2.4.5 You must not enter anyone else’s room uninvited or enter any unoccupied room not forming part of the Communal Areas.</p>
2.5	Visitors	<p>2.5.1 You are responsible for the behaviour of any person authorised to occupy under clause 2.4 and any Visitor and you must ensure that they do not breach the terms of this Agreement. If they do, you will be in breach of this Agreement.</p> <p>2.5.2 You agree that we may remove or exclude your Visitors and any person authorised to occupy under clause 2.4 from the Accommodation or the Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p> <p>2.5.3 You agree not to allow more than four Visitors in any part of the Accommodation at any one time (provided that Visitors have not been prohibited or the number of Visitors restricted to less than four at any time during the Period of Residence as a result of any Government guidance or enactment or any rule or regulation imposed by us for the safety and/or well-being of other persons).</p> <p>2.5.4 You agree not to allow anyone other than one occasional adult Visitor (18 years and older) at any one time to stay overnight and any Visitor is only permitted to stay overnight by notifying the Residence Manager and requesting permission at least 48 hours prior to their arrival (please see https://www.exeter.ac.uk/study/accommodation/current-residents/) and permission may be refused if the Residence Management Team considers the presence of the Visitor may constitute a fire safety or other safety risk or annoy other occupants of the Residence or disrupt study and provided that the Visitor and does not stay overnight for more than three consecutive nights. We reserve the right to withdraw this privilege on 48 hours' notice if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Residence and/or to safeguard our property.</p> <p>Notwithstanding the provisions above, you agree not to allow any overnight/ Visitors in the Accommodation during your arrivals period and Welcome week.</p>
2.6	Moving rooms	<p>2.6.1 You agree not to move to another room within the Residence, or to any other accommodation provided by us, without first obtaining the prior written approval of the Accommodation Office (acting reasonably). If consent is given, you will be charged a variation fee of £50 (which covers our reasonable costs and expenses in arranging the move and amending our records accordingly).</p> <p>2.6.2 If you are permitted to move, all the terms and conditions of this Agreement will apply to the new Accommodation.</p>

2.7	Risk assessments	You agree to comply and/or co-operate with any personal emergency evacuation plan that is undertaken following your arrival at the Residence and any reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence.
2.8	Respect for others	<p>You agree:-</p> <p>2.8.1 to show respect, at all times, for all persons living and/or working in the Residence or in the locality of the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>2.8.2 at all times to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Residence or any neighbouring property (whether or not such property is owned by us) and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between 23.30 hours and 07.30 hours;</p> <p>2.8.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>2.8.4 not to bring into either the Accommodation or the Residence any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. including but without limitation licenced firearms, models, paintball guns, replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons and dangerous sporting items) or allow the Accommodation to be used for a purpose that we consider to be a criminal, immoral or illegal purpose;</p> <p>2.8.5 not to use or allow the Accommodation to be used for the selling, supplying or using of illegal substances (including drugs, psychoactive substances and nitrous oxide), storing or handling stolen goods or prostitution;</p> <p>2.8.6 not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;</p> <p>2.8.7 not to allow persistent use of Residence facilities by non-residents;</p> <p>2.8.8 not to smoke or vape in any part of the Accommodation or the Residence or in any University or University managed residences;</p> <p>2.8.9 not to place any items on, or hang or throw anything whatsoever from the balconies or windows of either the Accommodation or the Residence and not to place anything on external windowsills or bottles or cans or similar on internal windowsills;</p> <p>2.8.10 not to use blu-tac, command strips, nails, pins or sellotape or any form of adhesive on any of the walls, doors, windows, ceilings or furniture within your Room or the Accommodation or the Residence (except that use of blu-tac and pins is permitted on noticeboards designed and designated for such use, and blu-tac and other adhesive suitable for such surface may be used on whiteboards);</p> <p>2.8.11 not to display or distribute any material (including posters and leaflets) that we (acting reasonably) deem as offensive or potentially offensive anywhere in the Accommodation or the Residence;</p> <p>2.8.12 not to play ball games (including golf) or engage in normally outdoor sporting pursuits in any residential building or in and around the grounds of any Residence except with the prior written permission of the Residence Manager and not to play any games in corridors of any Residence;</p> <p>2.8.13 not to litter any part of the Residence;</p>

		<p>2.8.14 not to bring into or store bicycles or electric scooters in the Accommodation or the Residence except in the designated bicycle/scooter storage areas (or elsewhere through prior arrangements made with the University Bicycle Club only) and not to charge any electric scooters or bicycles in the Accommodation or the Residence or anywhere on campus except using any designated bike or scooter charging points on campus (if any). Any bicycles or scooters not stored properly or which are left anywhere which obstructs an emergency exit or fire escape route will be removed by University staff and you will need to contact the Residence Reception as soon as possible and in any event within 21 days to make arrangements for collection;</p> <p>2.8.15 to comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed at https://www.exeter.ac.uk/study/accommodation/current-residents/ . If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement;</p> <p>2.8.16 to comply will all laws, Government enactments of guidelines and with any regulations or policies from time to time imposed by us whether as a result of any changes in the laws or of any Government enactments of guidelines or otherwise;</p> <p>2.8.17 to comply with the following policies, the:-</p> <p>(a) drugs and alcohol policy which can be reviewed at www.exeter.ac.uk/students/drugpolicy/</p> <p>(b) smoking and vaping policy which can be reviewed at https://universityofexeteruk.sharepoint.com/sites/HealthandSafetyHub/SitePages/Smoking-Policy.aspx *;</p> <p>(c) Dignity and Respect Policy which can be reviewed at https://www.exeter.ac.uk/departments/inclusion/visionandpolicies/policies/dandrpolicy/ ;</p> <p>(d) University’s Regulations (which can be reviewed at http://www.exeter.ac.uk/staff/policies/calendar/);</p> <p>(e) Disciplinary and other Procedures which can be reviewed at http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline; and</p> <p>If you are unable to access these web links please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement.</p>
2.9	Repairs, maintenance and alterations	<p>You agree:-</p> <p>2.9.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Residence (further details of what this entails can be found on the accommodation website https://www.exeter.ac.uk/study/accommodation/current-residents/) and to place all shopping delivery crates in the designated external store;</p> <p>2.9.2 not to make any alterations to or damage the Accommodation or Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, fitting a shower douche/bidet attachment, decorating or causing damage by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);</p>

		<p>2.9.3 except for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Residence except where the Residence Management Team has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought into the Accommodation without our permission and/or which does not comply with legislation; and</p> <p>2.9.4 not to leave any personal belongings or other obstacles in the Communal Areas or shared areas of the Accommodation or remove any signage from or damage these areas or any communal items within them or make these areas dirty, unsafe or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so. Please:-</p> <p>(a) see the fees schedule in https://www.exeter.ac.uk/study/accommodation/current-residents/cleaning/; and</p> <p>(b) note that we may suspend or terminate your use of any social or study spaces that form part of the Communal Areas if you breach your obligations contained in this Clause 2.9.4;</p> <p>2.9.5 to report any faults or damage to the Accommodation or Residences (or items in them) to the Residence Reception (https://www.exeter.ac.uk/study/accommodation/current-residents/residence-receptions/); and</p> <p>2.9.6 not to put anything harmful or which is likely to cause blockage in any pipes or drains.</p>
2.10	Safety and security	<p>It is your responsibility to help ensure that the Accommodation and the Residence are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:</p> <p>2.10.1 Electrical appliances</p> <p>You agree:</p> <p>(a) To use either cooking and/or other electrical kitchen equipment supplied by us or your own cooking and/or other electrical kitchen equipment (provided that it complies with 2.10.1(b) below and is not prohibited by clause 2.10.2(c) only in any shared kitchen or utility area within the Residence and not to use any such equipment or fridges, freezers, or other electrical heating equipment or anything prohibited by 2.10.2(c) below in your Room except a kettle (provided that kettle complies with 2.10.1(b) below);</p> <p>(b) to be responsible (as an ongoing responsibility) for ensuring that any of your own electrical equipment (which is not prohibited under 2.10.1(c) or 2.10.2(c)) meets Health and Safety standards before bringing the item into the Accommodation or the Residence and to ensure that each of your own electrical appliances has a sound mains cable and plug, is CE marked/UKCA marked, fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points. Please refer to https://www.exeter.ac.uk/study/accommodation/current-residents/ for further information.</p> <p>(c) not to bring any Wi-Fi boosters (or similar items) into the Accommodation.</p> <p>2.10.2 Fire Safety</p> <p>You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are available via https://www.exeter.ac.uk/departments/ucs/healthandsafety/ * and are displayed in the Accommodation and on notice boards in the Residence) and:</p>

- (a) where we give you reasonable prior written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Residence Management Team and your attendance at that meeting is compulsory, attend that meeting;
- (b) not to obstruct or store items in Communal Areas or shared areas within the Accommodation or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere remove or otherwise tamper with any of our fire prevention and detection equipment including self-closing devices and signage relating to fire safety;
- (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Residence any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, portable heaters, electric clothes dryers, deep fat fryers, sun-beds and hookah or shisha pipes), non-battery operated decorative lights of any description, light any fires in the Accommodation or Residence or deep fat fry any food, leave cooking unattended and not to hold or attend any barbeques on any part of the Residence (except for any organised officially);
- (d) not to bring into the Accommodation or the Residence any item (whether electrical, battery operated or otherwise; save for a kettle or iron) which produces a continuous or regular vapour (e.g. a humidifier or diffuser) on the basis that such items can falsely trigger smoke alarms;
- (e) to report to the University's Security Team promptly any fire or accident resulting in injury or damage to any part of the Residence or to the contents;
- (f) to comply with the University's lithium ion batteries safety standard which can be accessed at <https://universityofexeteruk.sharepoint.com/sites/HealthandSafetyHub/SitePages/Lithium-Batteries-Standard.aspx> * in relation to the use of anything brought into the Accommodation or the Residence containing lithium-ion batteries.

2.10.3 **Security**

You must ensure that your Accommodation and the Residence are left secure at all times. This includes (but is not limited to):

- (a) keeping your key/key fob with you at all times. We shall charge you the cost of a replacement key/key fob as appropriate (charges depending on the type of key/key fob that has been lost can be found at <https://www.exeter.ac.uk/study/accommodation/current-residents/>) and we will provide evidence of the charge incurred in replacing the key/key fob;
- (b) never marking your key/key fob with your address, or copying them or giving them or any key codes to anyone else;
- (c) locking the door to your Accommodation together with any corridor/main entrance doors in the Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- (d) not letting anyone you do not know into the Residence and accompanying your Visitors at all times;
- (e) reporting lost keys/key fobs to the Residence Reception as soon as practicable after discovery (you will remain responsible for such items until they are reported as lost). Note that you will be liable to pay the costs associated with the replacement of any lost keys/key fobs and if such items are lost with any personal details we may have to change the locks which can be expensive;

- (f) promptly reporting to the University's Security Team any suspicious circumstances likely to affect the security of any part of the Residence;
- (g) reporting any damage to the Residence caused by an intruder to the University's Security Team as soon as reasonably practicable (and in any event within 24 hours of becoming aware of the same); and
- (h) promptly showing your University identity card if requested to do so by any member of University staff.

2.10.4 **Health & Safety**

You agree:-

- (a) to report to the Residence Reception any accident causing injury which you are involved in or any incident that could have resulted in injury and may indicate a need for facilities in the Accommodation or Residence to be adjusted;
- (b) to provide advance notice to the Residence Management Team if you intend to be away from the Accommodation overnight;
- (c) except in relation to Catered Residences (which do not include Christmas or Easter vacation periods), to notify the Accommodation Office if you intend to remain in the Accommodation during the Christmas and/or Easter vacation periods;
- (d) to comply with guidance regarding the use of lifts (if any) in the Residence;
- (e) to notify the Accommodation Office in writing if you are subject to any bail conditions that relate to or may affect the Accommodation or the Residence or your use of them;
- (f) to comply with the meningitis policy which can be reviewed at <http://www.exeter.ac.uk/students/meningitis/>;
- (g) to inform the Residence Management Team (and the Student Health Centre or your local doctor) if you are diagnosed with or have been in contact with an infectious or contagious disease e.g. meningitis or typhoid. Please note that if the infection or contact takes place in the vacation, you should not resume residence unless the Residence Management Team (or designated representative) is reasonably satisfied that there is no risk of disease affecting other residents, and to this end they may (depending on the circumstances, but always acting reasonably) request that you provide a medical or quarantine certificate as a pre-condition of returning to the Accommodation;
- (h) not to do anything which may cause damage to any 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 our or other people's property at risk;
- (i) not to fly drones within, or in the vicinity of, the Residence or any of our other residences; and
- (j) not to order any food/perishables or alcohol for delivery to the Accommodation or the Residence unless you are available to accept delivery of such items in person (we will not accept any such deliveries on your behalf). If items are delivered to the Accommodation or the Residence and you are not available to accept delivery but the items are left, they will be disposed of on the day of delivery.

2.11	Pets	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence. If you require an Assistance Animal or Emotional Support/Therapy Animal please contact the Accommodation Office before Accepting this Agreement.
2.12	At the end of the Agreement	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to vacate the Accommodation by 10am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>2.12.2 to return all keys/key fobs to the Residence Reception on the last day of the Period of Residence or if the Agreement is terminated earlier (under clause 6.3 below or otherwise) on the last day of the Agreement . If keys/key fobs are not returned within 7 days of the last day of the Period of Residence or last day of the Agreement (if earlier) or are lost during the Period of Residence we will have to either fit new locks or replace the key/key fob and we will charge you for the reasonable cost of this. If any lost key/key fobs are located, they must be returned to the Residence Reception as soon as possible;</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Room Condition form in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you fail to do this, you will be responsible for the cost of cleaning and/ or carrying out any necessary repairs to the Accommodation, and repairing or replacing any damaged items listed in the Room Condition form; and</p> <p>2.12.4 if you leave any rubbish in the Accommodation, you agree that we can dispose of this and charge you for the reasonable cost of doing so. If you leave any personal belongings in the Accommodation, the Communal Areas or the outdoor stores, we will notify you of this and give you up to 14 days to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings and charge you for the reasonable cost of doing so. Please note that in relation to bicycles that are left in the communal bike storage areas, we will use reasonable endeavours to identify the owner of such bicycles, but if we are unable to do so, we will place a notice on the bicycle notifying the owner that they have 21 days in which to collect the bicycle after which time they will be disposed of or donated.</p>
2.13	Shared Rooms	<p>Where you are occupying a shared room (i.e. sharing the Accommodation with another person (other than any Confirmed Occupiers), you agree that:-</p> <p>2.13.1 Notwithstanding the provisions of clause 2.5.3 you will not allow more than four people (in total, regardless of whether the Visitor is visiting you or the other occupier of the shared Accommodation) in the Accommodation at any given time;</p> <p>2.13.2 you will act fairly, reasonably and considerately towards the co-occupier of the Accommodation when hosting Visitors;</p> <p>2.13.3 you will have proper respect for the privacy, possessions and reasonable wishes of the co-occupier of the Accommodation;</p> <p>2.13.4 you are jointly and severally liable with the co-occupier of the Accommodation for all your obligations in this Agreement, other than the payment of the Licence Fee;</p> <p>2.13.5 if the co-occupier of the Accommodation (the "Sharer") leaves the Accommodation / you are given sole occupancy of the Accommodation then we may:</p> <p>(a) replace the Sharer at any time with another student;</p> <p>(b) increase the Residence Charge to the full single-room rate as set out in the Booklet for any period of sole occupancy (except for the first 7 days after the Sharer's departure, during which period the Residence Fee will not be increased)</p>

		(c) relocate you in accordance with the provisions in Clause 3.4.
3.	OUR RIGHTS	
3.1	Alterations and building works	We have the right to carry out any alterations or building works at the Accommodation, the Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.
3.2	Access & inspection	<p>3.2.1 As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice. In most instances (out of courtesy only and not because we are legally obliged to do so) we will enter the Accommodation during the day and we will give you reasonable prior written notice of our intention to access the Accommodation (reasonable notice being not less than 7 days in relation to planned maintenance and 24 hours' notice for more urgent maintenance). Notice will not be provided if we need to enter in the event of an emergency, to repair a fault that you have reported or to carry out our obligations in this Agreement in respect of cleaning.</p> <p>3.2.2 Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following: (a) shared areas in accordance with our cleaning policy which can be found at https://www.exeter.ac.uk/study/accommodation/current-residents/cleaning/, (b) in an emergency, for example fire or flooding; (c) in order to maintain or repair the Accommodation, or any other part of the Residences to comply with our responsibilities under this Agreement; (d) to carry out Room and/or Accommodation inspections through room visits during the Period of Residence; (e) to test any fire equipment; (f) to inspect the Accommodation prior to your departure; (g) if we have grounds to be concerned for your welfare or the welfare of your Visitors, for example if there are reports of self-harm or attempted suicide; and/or (h) if we have reasonable grounds for suspecting that illegal activities are being carried out in the Accommodation, for example drug taking or prostitution.</p> <p>3.2.3 If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present.</p> <p>3.2.4 If you are not present then, irrespective of whether or not this relates to a visit of which we have given you notice, we will let ourselves into the Accommodation using our duplicate key. We will charge you with any reasonable costs we incur if, when calling on a pre-arranged visit, we cannot gain access to the Accommodation (e.g. because access is refused or you are not in).</p> <p>3.2.5 In an emergency (e.g. water is overflowing or someone's life or safety is at risk), if you are not in to give us access to the Accommodation, we may have to force entry; if we do, we will secure the Accommodation and repair any damage caused by the forced entry. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, we will charge you with the reasonable cost of having to force entry and repair any associated damage.</p>
3.3	Removal of items from the Accommodation	We may remove from the Accommodation or Residence any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence.

3.4	Our right to require you to relocate	<p>3.4.1 As this Agreement is a licence, we have the right to move you to similar alternative accommodation at any time (including after this Agreement is formed but before you arrive at the Residence). We will normally only require you to move to similar alternative accommodation for the following reasons:-</p> <ul style="list-style-type: none"> (a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Residence, that the Accommodation or Residence is unfit for occupation, or where the Period of Residence includes the Christmas, Easter and/or Summer vacations and the Residence is not fully occupied during the vacation, or where it is reasonably necessary for reasons associated with any global pandemic or epidemic); (b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or safety or the well-being or safety of others or to prevent damage to the Accommodation; <p>3.4.2 If we request you to relocate:</p> <ul style="list-style-type: none"> (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours or immediately in case of emergency; (b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date; (c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) directly incurred by you moving into the alternative accommodation. <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>
4. YOUR RIGHTS		
4.1	Occupation	<p>For the Period of Residence we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-</p> <ul style="list-style-type: none"> 4.1.1 a licence to occupy the Room (and where stage 3 of the Online Application Process states that the room type is "shared" the licence to occupy and use the Room in common with the person we allocate to share the Room); 4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and 4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.

5.	IF YOU BREACH THIS AGREEMENT	
5.1	Payment for loss or damage	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you, any person authorised to occupy under clause 2.4 or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Residence when the damage occurred.</p> <p>5.1.3 Typical charges for damage and additional cleaning will be payable as set out in at https://www.exeter.ac.uk/study/accommodation/current-residents/damageandmisconduct/ and https://www.exeter.ac.uk/study/accommodation/current-residents/cleaning/. Fines will be payable in accordance with the disciplinary policy which can be accessed at http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement;</p>
5.2	The procedure we will follow if you have breached this Agreement	<p>If you, any person authorised to occupy under clause 2.4 or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:</p> <p>5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Authorised Staff will decide whether to:</p> <ul style="list-style-type: none"> (a) take no action; (b) discuss this with you informally; (c) write to you to draw your attention to the alleged breach and/or take further action in accordance with clause 5.2.2 (at our discretion). <p>5.2.2 The University's disciplinary rules and procedure apply to this Agreement and the matter may be referred to the Student Cases Team to be dealt with in accordance with the Universities Student Disciplinary Procedure (a copy of which can be viewed at (http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/)).</p> <p>5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Finance Office.</p>
6.	TERMINATION OF THIS AGREEMENT	
6.1	Your right to terminate before you take occupation	<p>6.1.1 You may terminate this Agreement before you take up occupation of the Accommodation if you give written notice by e-mail or post to the Accommodation Office within 5 working days of the Contract Formation E-mail being issued.</p>

		<p>6.1.2 You may terminate this Agreement if within one month of the contract start date, you have not been able to register as a student due to a visa issue and you have notified us that you have been unable to register for this reason either by email or by post to the Accommodation Office</p> <p>6.1.3 If you fail to move into the Accommodation on the contract start date and you have not contacted us within 7 days of that date to arrange a later arrival date and/or you fail to take up your place as student at the University, we will treat this as a request by you to terminate this Agreement early without giving the period of notice required under this Agreement, and you will accordingly be charged £120.00 towards losses incurred by us as a result of early termination of the Agreement.</p> <p>6.1.4 If you fail to move into the Accommodation on the contract start date and you remain a registered student of the University this Agreement will remain in force and you will remain liable under the terms of this Agreement unless and until the Agreement is terminated by you in accordance with clause 6.3 below.</p>
6.2	Our right to terminate before you take occupation	<p>If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Licence Fee that you have paid under this Agreement.</p>
6.3	Your other rights to terminate	<p>You may terminate this Agreement if you:</p> <p>6.3.1 contact the Accommodation Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy <u>both</u> of the following conditions:</p> <ul style="list-style-type: none"> (a) you have found a suitable replacement occupier approved by us (at our absolute discretion) who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation after the End Date (and who does not cancel the agreement within the 5 day cancellation period referenced in the Contract Formation Email); and (b) you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date. <p>If the above conditions are met you will be released from the Agreement on the earlier of the replacement occupier moving into the Accommodation or the expiry of the replacement occupier's 5 day cancellation period.</p> <p>For the avoidance of any doubt if the suitable replacement occupier referred to at 6.3.1(a) above cancels the agreement within the 5 day cancellation period you will remain bound by the terms of this Agreement including the requirement to pay the Licence Fee unless and until you find another suitable replacement occupier who meets the requirements of 6.3.1(a) above.</p> <p>6.3.2 withdraw from or interrupt your course of study and you satisfy the following conditions:</p> <ul style="list-style-type: none"> (a) you give to the Accommodation Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; (b) you enclose with your notice a copy of our official withdrawal/interruption of studies form; and (c) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date. <p>6.3.3 If you terminate this Agreement under 6.3.1 above we will charge you the sum of £50 towards our reasonable costs and expenses associated with the change of occupier.</p>

		<p>6.3.4 If you terminate this Agreement without giving the required period of notice under clause 6.3.2 above we will charge you a fee of £120 towards losses incurred by us as a result of early termination of the Agreement.</p> <p>6.3.5 You may terminate this Agreement if you are under 18 when you Accept this Agreement and:</p> <p>(a) within two weeks after your 18th birthday you give to the Accommodation Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and</p> <p>(b) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.</p> <p>6.3.6 If you terminate this Agreement under this clause 6.3 and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date.</p>
6.4	Our right to terminate if you have breached the Ts & Cs	<p>We may terminate this Agreement in any of the following circumstances:-</p> <p>6.4.1 if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more; or</p> <p>6.4.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 2.8 (Respect for Others) and 2.10.2 (Fire Safety) as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these clauses we may terminate this Agreement).</p>
6.5	Our right to terminate for other reasons	<p>We may also terminate this Agreement by giving you not less than:-</p> <p>6.5.1 4 weeks written notice if we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;</p> <p>6.5.2 4 weeks written notice if we reasonably consider for any reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation;</p> <p>6.5.3 4 weeks written notice if any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation;</p> <p>6.5.4 4 weeks written notice if you take a leave of absence or suspension of or interruption in your course of study that you are pursuing with us for a period of one month or more, or if you are registered without attendance; or</p> <p>6.5.5 7 days' notice if you are no longer pursuing a course of study with us.</p>
6.6	Effect if we terminate the Agreement	<p>6.6.1 If we terminate the Agreement in the circumstances set out in clauses 6.4 or 6.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, any person authorised to occupy under clause 2.4 or your Visitors.</p> <p>6.6.2 If we terminate this Agreement in the circumstances set out in clause 6.5.1 or 6.5.2, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will</p>

		<p>refund any Licence Fee you have paid in advance in respect of the period after the termination date.</p> <p>6.6.3 If we terminate the Agreement in the circumstances set out in clause 6.4, we will retain or be entitled to claim any Licence Fee paid in advance but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.6.4 If we terminate the Agreement in the circumstances set out in clauses 6.5.3 or 6.5.4 or 6.5.5 you will still be obliged to pay Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.6.5 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.</p>
7.	COMPLAINTS / APPEALS	
7.1	Procedure	<p>If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with the Accommodation Office. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure which can be reviewed at http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/complaints/. If you are unable to access this web link, please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of this document so that you can read it <u>before</u> Accepting this Agreement.</p>
8.	OTHER MATTERS	
8.1	Notices	<p>8.1.1 In the case of all letters and notices sent under the terms of or in accordance with the provisions of this Agreement these need to be sent as follows (in order for the letters or notices to be deemed to be received):</p> <p>(a) us to you will be properly served if they are (i) prior to you arriving at the University, delivered to you by hand, first class post, or special delivery at the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 8.1.3) and (ii) following your arrival at the University, delivered to you by hand, leaving it at your Room or at the Residence Reception or by e-mail to your University of Exeter e-mail address;</p> <p>(b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Residence Reception or if sent to us via SID online at https://www.exeter.ac.uk/sid/ or email - details available at https://www.exeter.ac.uk/study/accommodation/contact/</p> <p>8.1.2 A notice sent by the following means is to be treated as having been received:</p> <p>(a) if delivered by hand, on the day of delivery; or</p> <p>(b) if sent by first class post or special delivery, on the first working day after posting; or</p> <p>(c) if sent electronically on the day it is sent (provided it is sent prior to 5pm, if it is sent after 5pm, it will be deemed to have been delivered the following day).</p> <p>8.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation via iExeter at http://www.exeter.ac.uk/students/iexeter.</p>

		8.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).
8.2	Data Protection	<p>8.2.1 We process data relating to you for the purpose of: administering this Agreement (which may include sending communications to you and/or processing any payments made by you); (b) processing, considering and/or fulfilling any requests made in respect of your residency; (c) managing and maintenance of University of Exeter residencies and non-academic activities; (d) health, safety and day to day running of University of Exeter residencies; (e) diversity and equal opportunity monitoring; (f) to provide support services; and (g) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime. Please be aware that a failure by you to provide us with your personal data when requested for the aforementioned purposes may result in the termination of this Agreement.</p> <p>8.2.2 We may need to process special categories of your personal data (for example racial or ethnic origin, medical or health data, political opinions, religious or philosophical beliefs, biometric data etc.) To give your consent to this processing you will need to tick the relevant box on the Online Application Process. You can withdraw your consent to this processing at any time by writing to the Accommodation Office. On receipt of the withdrawal of your consent, we will cease the processing. This does not affect our rights to process your special categories of personal data prior to the withdrawal of your consent or where we are required to do so for legal reasons.</p> <p>8.2.3 If we intend to process your personal data for a purpose other than as listed above, prior to such processing we will provide you with any further information as required by the Data Protection Laws.</p> <p>8.2.4 The controller (as defined in the Data Protection Laws) of your personal data is the University of Exeter.</p> <p>8.2.5 The University of Exeter's data protection officer who is responsible for the application of our privacy policies and data protection compliance and governance can be contacted by emailing: dataprotection@exeter.ac.uk.</p> <p>8.2.6 Any questions, comments or requests regarding the processing of your personal data should be sent to the Accommodation Office in the first instance.</p> <p>8.2.7 We may share your personal data with: (a) the owner of the Accommodation (if not us) and our/the owner's contractors appointed in connection with this Agreement or the Accommodation; (b) any service providers who the University of Exeter may use to help with the administration or practical day to day running of the University of Exeter residences; (c) relevant departments and organisations (Governmental or otherwise) to whom the University of Exeter has a statutory duty to disclose (e.g. council tax officers, immigration authorities and Local Authorities to confirm eligibility for council tax exemptions, police forces, security organisations, courts and tribunals); and (d) Local Electoral Registration officers to assist with complete and accurate maintenance of the electoral roll.</p> <p>8.2.8 We, the owner of the Accommodation (if not us) and our/the owner's contractors may share the personal data with each other, with your Sponsor (if you have one), with the police or other regulatory authorities, and/or with other organisations as may be permitted or required by law.</p> <p>8.2.9 Your personal data may be shared between the parties listed in clauses 8.2.7 and 8.2.8 above outside of the European Economic Area. We are able to share your personal data in this way as we have entered into an agreement with such parties in terms approved by the European Commission. A copy of the relevant set of Standard Contractual Clauses are available to view at the Accommodation Office.</p>

		<p>We will process your personal data for as long as this Agreement is in force. Following termination or expiry of this Agreement we will continue to store it for a period of up to 6 years from the completion of last programme of study.</p> <p>8.2.10 You have the right, subject to the requirements and exemptions of the Data Protection Laws to request: (a) access to the personal data that we hold about you; (b) rectification of personal data that we hold about you where you believe the information is inaccurate; and (c) erasure of the personal data that we hold about you. For further information on your rights link to http://www.exeter.ac.uk/dataprotection/rights/</p> <p>8.2.11 You have the right to request from the us restriction of processing where: (a) you contest the accuracy of the personal data we are processing for a period enabling us to verify the accuracy of the personal data; (b) the processing is unlawful and you oppose the erasure of personal data and request restriction instead; or (c) we no longer need the personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defence of a legal claim.</p> <p>8.2.12 "Restriction" in practice means with the exception of storage, we will only be able to process the personal data with your consent or for the establishment, exercise or defence of legal claims or for the protection of another natural or legal person or for reasons of important public interest.</p> <p>8.2.13 You are entitled to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those personal data to another data controller, without hindrance where the processing is based on consent or the processing is carried out by automated means. We do not consider that you will have a specific right to data portability in the context of this agreement (save for special categories of personal data) as (a) processing will not be carried out on the basis of consent; and (b) no automated processing is carried out in respect of this Agreement.</p> <p>8.2.14 You have the right to lodge a complaint with the Information Commissioner's Office, whose contact details are located on their website. However, if you are not happy with the way we are handling your personal data, we encourage you to speak to the Accommodation Office in the first instance. The Accommodation Privacy Policy can be found at https://www.exeter.ac.uk/study/accommodation/contractsandpolicies/dataprotection/</p>
8.3	Liability for loss or damage	Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.
8.4	Governing law and enforceability	<p>8.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.</p> <p>8.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
8.5	Legislation	The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8.6	VAT	At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

8.7	Council tax	If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax direct to the council.
8.8	Television Licence	If you bring a television into the Accommodation, watch live or on-demand television through your computer or otherwise require a television licence for any device that you use in the Accommodation or the Residence (save for any device supplied to the Communal Areas by the University), you will be responsible for obtaining your own television licence and by bringing the device into the Accommodation/Residence you confirm that you have obtained a television licence.

*If you are unable to view these policies and wish to review before agreeing to this contract, please contact the Accommodation Team via ExeterAO@exeter.ac.uk to request a copy.

SCHEDULE 1

1.	Payment of Licence Fee	<p>Your Licence Fee must be paid in termly instalments as provided below:-</p> <p style="padding-left: 40px;">Entry 2024 September</p> <p style="padding-left: 40px;">1.1.1 Autumn (Term 1): 11 November 2024</p> <p style="padding-left: 40px;">1.1.2 Spring (Term 2): 20 January 2025</p> <p style="padding-left: 40px;">1.1.3 Summer (Term 3): 12 May 2025</p> <p style="padding-left: 40px;">1.1.4 Vacation (Term 4): [if applicable] 30 June 2025</p> <p>If you pay the Licence Fee by termly instalments in accordance with paragraph 1.1 (above), you may pay the instalment for the next term in advance of the due date.</p> <p>If you wish to pay the Licence Fee by credit or debit card, you can do so online via our Epay website (https://www.epay.ex.ac.uk/epay/). For other methods of payment you can visit our "How to Pay" website (https://www.exeter.ac.uk/students/finance/makeapayment/)</p>
2.	Sponsors	<p>If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment.</p>

GLOSSARY

Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:

Accept	<p>Means to formally accept these Ts & Cs by clicking "I Accept" at Stage 3 of 5 of the Online Application Process and "Accepted" and "Accepting" are to be interpreted accordingly.</p> <p>If you move into the Accommodation without formally accepting these Ts & Cs by clicking "I Accept" at Stage 3 of 5 of the Online Application Process, you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.</p> <p>If you move into the Accommodation prior to the issuing of the Contract Formation E-mail, you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.</p>
Accommodation	Means the Room (which in the case of a shared flat, includes all shared areas in that flat) or any alternative accommodation to which you have moved under this Agreement.
Accommodation Office	Means University Accommodation Office Team contactable by telephone on 0300 555 0444 or via contact details shown at https://www.exeter.ac.uk/study/accommodation/contact/
Agreement	<p>Means the contract between us and you relating to the Accommodation and comprising:</p> <ol style="list-style-type: none"> 1. these Ts & Cs; 2. stage 3 of the Online Application Process; and 3. the Contract Formation E-mail.
Assistance Animal or Emotional Support/Therapy Animal	Only one type of Assistance Animal or Emotional Support/Therapy animal is permitted in the Room and students will need to comply with any procedures and policies regarding Assistance Animal or Emotional Support/Therapy animal in University accommodation.
Authorised Staff	Means staff authorised by Senate to investigate and impose penalties, details of which can be accessed at http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/
Catered Residences	Means: Birks Grange Village A to E; Holland Hall; Lopes Hall; Mardon Hall; Pennsylvania Court and Ransom Pickard
Communal Areas	Means all stairwells, corridors, landings, reception areas and entrance halls within the Residence, any shared kitchens and/or bathrooms in the Residence, any communal social or study space within the Residence or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation.
Contract Formation E-mail	Means the contract formation e-mail that is received from us at Stage 5 of 5 of the Online Application Process confirming that the application for a Room has been successful and setting out the details of your Accommodation, Licence Fee and Period of Residence.
End Date	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 6.3.
Finance Office	Means the University Finance Office who can be contacted by telephone on 0300 555 0444 or by contact details shown at https://www.exeter.ac.uk/sid/
Licence Fee	Means the charges for your occupation of the Accommodation as stated in stage 3 of the Online Application Process.
Online Application Process	Means the 5 stage online application process that you will need to complete using our website in order to apply for Accommodation and Accept these Ts & Cs.
Period of Residence	Means the period starting and ending on the dates specified in stage 3 of the Online Application Process (unless the Agreement ends earlier in accordance with the terms of this Agreement).

Residence	Means the specific residence named in stage 3 of the Online Application Process together with any external areas of the residence which are owned by us (e.g. car parks, roads or gardens which adjoin the residence).
Residence Management Team	Means the residence management team whose contact details are available at https://www.exeter.ac.uk/study/accommodation/contact/
Residence Life Team	Means the residence life team who can be contacted by telephone on 01392 722875 or by e-mail at residencelife@exeter.ac.uk .
Residence Reception	Means the residence reception whose contact details are available at https://www.exeter.ac.uk/study/accommodation/current-residents/residence-receptions/
Room	Means the room at the Residence that will be allocated to you on your arrival.
Self Catered Residences	Means: Birks Grange Village F; G; K; N; P and Q Cook Mews Duryard East Park Garden Hill House James Owen Court Lafrowda A; B; C; D; E; F; G; H; J; K; L; Ma; Mb; N; P; Q; R and S (Caldwell) Lafrowda Cottage Llewellyn Mews Moberly Nancherrow Rowancroft Court Rowancroft Ensuite Rowancroft Mews Rowe House Spreytonway St Davids - Brunel Close and Kingdom Mews St Germans
Sponsor	Means any person or organisation who is paying all or part of your Licence Fee.
Student Cases Team	Means the Students Cases Team that deal with student disciplinary matters – details available at http://www.exeter.ac.uk/cgr/student-cases-and-conduct/
Student Health Centre	Means the Student Health Centre who can be contacted by contacted by telephone on 01392 676606 or by email at studenthealth@exeter.ac.uk . Further details at https://www.exeterstudenthealthcentre.co.uk/
University Security Team	Means the University's security team who can be contacted by telephone on 01392 723999 or by email at E.Patrol@exeter.ac.uk
Visitors	Means any guest invited by you (including other students of the University), whether that invitation is express or implied (e.g. where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation and/or Residence.

In these terms and conditions "you" means the person signing this Agreement and "we" means The University of Exeter. The expressions "your" "our" and "us" should be read accordingly.