

Terms and Conditions of Residence

ACADEMIC YEAR 2026/27

THIS IS A LEGALLY BINDING CONTRACT

In Accepting this Agreement you agree to abide **fully** by these terms and conditions ("Terms and Conditions of Residence"), including payment of your Accommodation Fee.

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement, before Accepting this Agreement please contact:

Estates and Campus Services
University of Leicester
University Road,
Leicester,
LE1 7RH
Tel: +44(0)116 252 2428

Email: accommodation@le.ac.uk

By accepting this Agreement, you are confirming that you have read these terms and the accompanying policies, copies of which are linked to in the Agreement and also located on the Accommodation Portal and University website.

If you require advice on your rights under this Agreement, please seek advice from the Students' Union, a Citizens' Advice Bureau, law centre or solicitor.



The University of Leicester is committed to the UUK Code of practice for accommodation providers, for more information visit www.thesac.org.uk

CONTENTS

WELCOME TO THE UNIVERSITY OF LEICESTER	4
GLOSSARY OF TERMS	5
1. ABOUT THIS AGREEMENT	7
1.1. Accepting the Agreement	7
1.2. Nature of Agreement	7
1.3. Variations to Agreement	7
1.4. Data protection	7
1.5. Governing law and enforceability	8
1.6. Legislation	8
1.7. VAT	8
1.8. General	8
2. OUR RESPONSIBILITIES	8
2.1. Code of Practice	8
2.2. Services & Facilities	8
2.3. Insurance	10
3. YOUR RESPONSIBILITIES	10
3.1. Accommodation Fee	10
3.2. Pre-payments	11
3.3. Sharing the Accommodation	11
3.4. Visitors and guests	12
3.5. Moving rooms	13
3.6. Risk assessments	13
3.7. Respect for others	13
3.8. Repairs, maintenance and alterations	15
3.9. Safety and security	16
3.10. Damage to Shared Facilities or Common Parts	16
3.11. Council Tax	16
3.12. When you leave	17
4. OUR RIGHTS	18
4.1. Alterations and building works	18
4.2. Guarantees of Accommodation	18
4.3. Access & inspection	18
4.4. Removal of items from Accommodation	19

4.5. Liability for loss or damage	20
4.6. Right to relocate	20
4.7. Right to temporarily suspend your right to occupy	21
4.8. Procedure for dealing with your breach of this Agreement	21
5. YOUR RIGHT TO END THIS AGREEMENT EARLY	23
5.1. Right to cancel	23
5.2. Right to terminate	23
6. OUR RIGHT TO END THIS AGREEMENT EARLY	24
6.1. Right to Cancel	24
6.2. Termination for breach	24
6.3. Termination for other reasons	24
6.4. Notice and effect of termination	25
7. COMPLAINTS	26
7.1. Complaints	26
7.2. Failure to leave Accommodation	26
8. NOTICES	26
8.1. Service of Notice	26
8.2. Mailing Lists	27
SCHEDULE ONE	28
1. Terms and conditions concerning payment of Accommodation Fee	28
2. Terms and conditions concerning payment of Pre-payment	28
3. Terms and conditions concerning Withdrawal & Cancellation Charges	28
SCHEDULE TWO	29

WELCOME TO THE UNIVERSITY OF LEICESTER

We want you to enjoy living in your Accommodation during your time at the University of Leicester.

We believe it is important that we make it clear from the start of this Agreement what you can expect of us and in turn what we will expect from you during the Agreement.

This Agreement contains the following parts:

1. These terms and conditions of residence;
2. Links to policies/procedures

Together, these parts set out your rights and responsibilities as well as our rights and responsibilities to you. Please read this Agreement carefully before you Accept your Accommodation Offer.

This Agreement contains certain words which have particular meanings. These words begin with capital letters so that you can immediately see them. There is a glossary at the start of this Agreement which explains the meaning of these words.

GLOSSARY OF TERMS

Words used in this Agreement have the following meanings:

“Accept”	Means to formally accept your Accommodation Offer on the Portal and “Accepted” and “Accepting” and “Acceptance” are to be interpreted accordingly.
“Accommodation”	Means the room allocated to you to live in and any Shared Facilities which you have the right to use under this Agreement.
“Accommodation Complaints Procedure”	Means the University’s Accommodation Complaints procedure as updated and amended from time to time which can be found at https://le.ac.uk/study/accommodation/policies-and-procedures
“Accommodation Fee”	Means the charges for your occupation of the Accommodation as detailed in your Payment Plan and set out on the Portal.
“Accommodation Offer”	Means the offer of Accommodation made by the University to you and as set out in the Portal.
“Accommodation Office”	Means the accommodation offices located at two of the residential sites: The City Reception , Freemen’s Cottages, Welford Road, Leicester, LE2 6BF The Village Reception , John Foster Hall, Manor Road, Leicester, LE2 2LG accommodation@leicester.ac.uk
“Agreement”	Means the contract between us and you relating to the Accommodation and comprising: <ol style="list-style-type: none">1. these Terms and Conditions of Residence; and2. links to policies/procedures contained within.
“Code of Practice”	Means the Universities UK/SCOP code of practice for the management of student housing a copy of which can be found at http://www.thesac.org.uk/the-code
“Common Parts”	Means the Residence other than the Accommodation, the Shared Facilities and the Other Rooms, such as corridors and entrance areas.
“Payment Plan”	Means the instalments for payment set out in the Portal for the payment of the Accommodation.
“Period of Residence”	Means the period of time for which you are entitled to reside in the Accommodation under the Agreement, as set out in the Portal.
“Pre-Payment”	Means the amount of money (set out in the Portal) to be paid in advance of start of the Period of Residence to secure your Accommodation and which shall be utilised by the University against the final instalment of the

	Accommodation Fee.
“Portal”	Means the accommodation portal available at https://rooms.le.ac.uk/student_portal/ which contains the specific details of the Accommodation being offered to you, the Period of Residence, your Payment Plan and the Accommodation Fee.
“Other Rooms”	Means all rooms in the Residence capable of being let and/or occupied on terms similar to those set out in this Agreement.
“Regulations”	Means the University’s Senate Regulations as updated and amended from time to time, available at: https://le.ac.uk/policies/regulations/senate-regulations and “Regulation” shall be construed accordingly.
“Residence”	Means the residence of which the Accommodation forms part including all shared or communal areas and all car parks, grounds and outbuildings.
“Shared Facilities”	Means all shared facilities and areas within a shared flat which may include shared toilet, bathroom, kitchen and/or living area.
“Site Reception”	Means the City Reception at Freemen’s Cottages and the Village Reception at John Foster Hall, as relevant. Contact details are available from the University website and from the University.
“Student Fees and Income Management Team”	Means the Student Fees and Income Management Team feesandincome@le.ac.uk Student Fees and Income Management Telephone: +44(0)116 252 3733 University of Leicester, Leicester LE1 7RH
“Twin Bedroom”	Has the meaning provided at: https://le.ac.uk/study/undergraduates/accommodation/room-types
“University”	Means the University of Leicester.

1. ABOUT THIS AGREEMENT

1.1. Accepting the Agreement

- 1.1.1. By Accepting this Agreement you enter into a legally binding contract with the University which will give you the right to live in the Accommodation and to use any communal areas, including Shared Facilities and Common Parts, and any of the Residence grounds for the Period of Residence subject to the terms of this Agreement.
- 1.1.2. Please note that your Accommodation will not be secured for you until Accept this Agreement and pay in full the Pre-Payment set out in clause 3.2.
- 1.1.3. If you are under 18 at the time you Accept the Agreement, the Agreement will still be legally binding on you but, when you reach the age of 18, you will be entitled to terminate the Agreement in accordance with clause 5.2.3.

1.2. Nature of Agreement

- 1.2.1. If your Accommodation is in a Twin Bedroom, then this Agreement will be a licence. This is because we are entitled, under clause 3.3 to require you to share the Accommodation with another student. This means that the Agreement does not have the legal protection set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.
- 1.2.2. In relation to all other Accommodation provided, which is not in a Twin Bedroom, this Agreement will be a tenancy. However, because it is granted by an education institution so that you can pursue a course of study, the tenancy does not have the legal status of an Assured or Assured Shorthold Tenancy. This means that the tenancy does not have the legal protection set out in the Housing Act 1988, as amended by government legislation.

1.3. Variations to Agreement

- 1.3.1. With the exception of any changes as a result of government legislation, this Agreement cannot be varied unless the variation is in writing and has been agreed between you and us.

1.4. Data protection

- 1.4.1. For the purposes of this clause 1.4, "Data Protection Legislation" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined by section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any regulations and secondary

legislation, as amended and updated from time to time.

- 1.4.2. We will comply with the Data Protection Legislation in respect of the personal data which we hold about you.
- 1.4.3. We may share personal data supplied to us with other departments within the University or to relevant third parties but will only do so as permitted by the Data Protection Legislation. Examples of third parties we may need to make disclosure to are third party accommodation providers, contractors employed by us to undertake services at the Residence, the police or other public agencies.

1.5. Governing law and enforceability

- 1.5.1. This Agreement is governed by English law and the parties agree that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts.
- 1.5.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement are to be unaffected.

1.6. Legislation

- 1.6.1. 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.

1.7. VAT

- 1.7.1. At the date of this Agreement the Accommodation Fee is exempt from Value Added Tax (“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.

1.8. General

- 1.8.1. In the event of any contradiction between this Agreement and the Regulations, the Regulations will take precedence.

2. OUR RESPONSIBILITIES

2.1. Code of Practice

- 2.1.1. We agree to abide by the Code of Practice.

2.2. Services & Facilities

- 2.2.1. During the Period of Residence we will endeavour to provide the services and facilities set out

below. We will not be liable for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence). Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials or third-party labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

- 2.2.2. We will make sure that the structure and exterior of the Accommodation and the Residence are kept repaired.
- 2.2.3. We will provide bathroom, toilet and shower facilities in the Residence and/or the Accommodation and make sure that they are kept repaired and in working order. Depending upon the type of the Accommodation, these facilities will be either shared with other students or en-suite.
- 2.2.4. In some Residences and/or Accommodation (as set out in your Accommodation Offer) we will provide shared kitchen facilities. Where we do, we will provide facilities for the preparation, cooking and storage of food, including cold storage.
- 2.2.5. We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation and the Residence are kept repaired and in working order.
- 2.2.6. We will provide a supply of hot water for domestic use.
- 2.2.7. We will provide such heat to the radiators during the Period of Residence as the University reasonably decides. This will mean that the heating will not be on all the time and will be turned off during the summer period.
- 2.2.8. We will provide the Accommodation with such fixtures, fittings, mattress, furniture and equipment as listed on the Accommodation website <https://le.ac.uk/study/undergraduates/accommodation/room-types>. If you notify us of any loss or repairs required, we will, within a reasonable period of time, repair or replace (where appropriate to do so). We will not do this where the loss, breakage or damage is attributable to you or your visitors as set out in the Damages Policy (<https://le.ac.uk/study/accommodation/policies-and-procedures>). If there is loss, breakage or damage by you or your visitors then you will need to inform the Site Reception directly.
- 2.2.9. If you comply with your obligations set out in clause 3.10 (Damage to Shared Facilities or Common Parts) we will make sure that the Common Parts are kept repaired and cleaned.
- 2.2.10. We will make sure that the fire-fighting equipment in any Shared Facilities and the Common Parts are maintained in accordance with statutory requirements.

2.2.11. We have arranged for an external company to provide and maintain facilities for internet services within the Accommodation. The cost of the basic internet service is included within your Accommodation Fee, however the University accepts no liability in respect of the provision of the internet or any failure to do so, and you promise to adhere to the University's IT Acceptable Use Policy (<https://le.ac.uk/policies/it/acceptable-use>), in respect of your use of any internet service provided to you at the Accommodation.

2.3. **Insurance**

- 2.3.1. We will insure the Residence (including the Accommodation) in accordance with our statutory requirements against fire and such other risks which we consider necessary.
- 2.3.2. We provide basic contents insurance for which cover details are available in the welcome pack you will receive on arrival. However we take no liability for the insurance and you are responsible for ensuring the insurance cover of your contents is adequate for your requirements. Any cover required over and above the basic cover is at your own cost.
- 2.3.3. The University takes no responsibility for the payment of claims made to the insurance provider.

3. **YOUR RESPONSIBILITIES**

3.1. **Accommodation Fee**

- 3.1.1. You must pay the Accommodation Fee during the Period of Residence on the dates and in accordance with the payment terms set out in the Portal.
- 3.1.2. Your obligation to pay the Accommodation Fee on the dates set out in the Portal applies:
 - 3.1.2.1. irrespective of whether you move into the Accommodation; and
 - 3.1.2.2. irrespective of when you actually move into the Accommodation (even if you move in after the start date of your Period of Residence); and
 - 3.1.2.3. irrespective of individual course dates which may start later or finish earlier than the Period of Residence.
- 3.1.3. If the whole or any part of the Accommodation Fee remains unpaid in breach of the Payment Plan, we will charge you a £250 fee to cover our administration expenses in recovering or attempting to recover payment of any Accommodation Fee arrears. When and if an instalment plan is agreed, this will supersede the Payment Plan.

3.2. Pre-payments

3.2.1. You agree that on Accepting your offer of Accommodation you will pay the Pre-Payment. The minimum payment is set out in Schedule 1.

3.3. Sharing the Accommodation

3.3.1. For the avoidance of doubt, clauses 3.3.5 to 3.3.6 will not apply where you have specifically applied for a Twin Bedroom.

3.3.2. Unless the Accommodation comprises a shared room (a room with one or more occupants, such as a Twin Bedroom), only you can live in the Accommodation.

3.3.3. You must not use the Accommodation for any other purpose than as study and living Accommodation. For the avoidance of doubt, this includes not using the Accommodation to conduct a business.

3.3.4. You are not allowed to transfer your rights under this Agreement, or sublet the Accommodation, or allow any person (including family members) other than another student who has entered into their own separate Accommodation agreement with us, to live in the Accommodation. Any breach of these obligations will be regarded by us as a serious breach of this Agreement and may result in this Agreement being terminated early.

3.3.5. Where your Accommodation comprises a shared room, if the student or all the students with whom you are sharing the Accommodation move out then we will be entitled to place another student(s) in the Accommodation. If this happens you will be required to share the Accommodation with that student(s). If you wish, you may voluntarily opt to pay the single room rate instead by giving us not less than 5 working days' written notice following the other student(s)' departure and have single occupancy of the room. If you choose to pay the single room rate, you will not be required to share the Accommodation with another student.

3.3.6. Where your Accommodation comprises a shared room (even if you had not specifically applied for a shared room), we will be entitled to place another student in the Accommodation and you will be required to share the Accommodation with that student. However, the provisions of clauses 3.3.5 will apply.

3.3.7. If you have accepted an offer of Accommodation which comprises a shared room but you decide that you wish to move to Accommodation which comprises a single room you can make a request to the Accommodation Office to move to a single room. The Accommodation Office will then try to fulfil that request as soon as reasonably practicable. If on being offered a single room, you do not wish to move into that single room you must then elect, within 7 days of

being offered that alternative single room, to stay in the Accommodation. If you do not make an election you will be considered to remain in the shared room. If you accept the alternative single room the provisions of clause 3.3.9 apply.

- 3.3.8. Where you have accepted an offer of Accommodation which comprises a shared room, but we decide acting reasonably that we require you to move to a single room, we will give you not less than 28 days' written notice of our decision to move you to a single room. If on being offered a single room, you do not wish to move into that single room you may then elect, within 7 days of being offered that alternative single room, to remain in your allocated room. If you do not make an election, you will be considered to remain in the shared room and we reserve the right to place another student in the shared room. If you accept the alternative single room the provisions of clause 3.3.9 apply.
- 3.3.9. If you accept an offer of a single room under clause 3.3.7 or the provisions of clause 3.3.8 apply the terms of this Agreement will apply to your occupation of the new Accommodation, save that the Accommodation Fee will be for the full level detailed on the Portal for the alternative single room. If you move to a single room the costs of you so doing must be paid by you.

3.4. **Visitors and guests**

- 3.4.1. You are responsible for the behaviour of any invited guest/visitor (of whatever age and whether the invitation is expressed or implied), in the Accommodation, the Residence, and any Residence grounds including the local neighbourhood surrounding the Residence. You must ensure that they do not break the terms of this Agreement. If they do, you may be held responsible for any malicious and/or non-malicious damage, undue wear and tear, or disturbance caused, and you and that person could face legal action. Also, it may result in this Agreement being terminated early.
- 3.4.2. You agree that we may remove or exclude your invited guests from the Accommodation or the Residence in our absolute discretion where we believe that their exclusion is necessary for the safety and/or well-being of other persons and/or to safeguard the Accommodation, our property, and to comply with the terms of this Agreement.
- 3.4.3. You agree not to allow anyone other than one adult guest to stay overnight, for no more than two consecutive nights in any 7-day period. We reserve the right to withdraw this privilege on 48 hours' notice if in our opinion it is necessary to do so for the safety and wellbeing of other occupants of the Residence and/or to safeguard the Accommodation, our property and/or to comply with the terms and conditions of this Agreement.

3.5. Moving rooms

- 3.5.1. You agree not to move to another room within the Residence, or to any other Accommodation provided by us, without first obtaining prior written approval from the Accommodation Office (who must act reasonably).
- 3.5.2. If you obtain the necessary consent to move, the terms of this Agreement will transfer to the new Accommodation.

3.6. Risk assessments

- 3.6.1. You agree to comply and/or co-operate with a 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.

3.7. Respect for others

- 3.7.1. You agree to have and to show respect for other persons living and/or working in the Residence at all times including (but not limited to):
 - 3.7.1.1. Not doing anything which causes or is likely to cause a nuisance or annoyance to your neighbours;
 - 3.7.1.2. Keeping noise at a level that does not interfere with the study, sleep or comfort of our authorised visitors and your neighbours. In particular, you agree not to make or allow any loud noise between 23.00 hours and 08.00 hours. This includes but is not limited to any machinery, televisions, audio equipment, musical instruments, etc. You agree to reduce the level of noise immediately if asked to do so by us;
 - 3.7.1.3. Not harassing or threatening to harass (including but not limited to harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;
 - 3.7.1.4. Not bringing into either the Accommodation, Residence and any/or Residence grounds any weapons or items of any description that are illegal or which we consider (acting reasonably) to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, blades, swords, martial arts weapons, paint-ball guns, and replica, ceremonial and toy weapons (individuals who carry any ceremonial item of such description as part of their religious practice should contact Student Support

Services);

- 3.7.1.5. Not working on any motor vehicles or motor cycles or e-scooters (or bringing into the Accommodation any batteries for the same) in the Accommodation, the Residence or any of the Residence grounds;
- 3.7.1.6. Not allowing the Accommodation to be used for any criminal or illegal purpose including, but not limited to, possessing, selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. We consider that if you, someone living with you or one of your invited guests, breaches this clause this is a serious breach of this Agreement and may result in this Agreement being terminated;
- 3.7.1.7. Not bringing or keeping bikes or e-scooters in any corridors, communal areas or anywhere in the Accommodation, to avoid doubt this includes not bringing or keeping bikes or e-scooters in your Accommodation in accordance with the E-Scooter policy available at <https://le.ac.uk/study/accommodation/policies-and-procedures>;
- 3.7.1.8. Not allowing use of Residence facilities by non-residents (e.g. it is not permitted that your guests visit daily and use Residence facilities for washing and cooking);
- 3.7.1.9. Not committing any indictable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- 3.7.1.10. Behaving with respect and consideration towards your neighbours, our staff, our contractors and any invited guest or visitor. This includes not removing any articles from the Accommodation, Residence and any/or Residence grounds belonging to our staff or our contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others;
- 3.7.1.11. Not throwing anything from the balconies or windows of either the Accommodation or the Residence;
- 3.7.1.12. Not placing any item on the balconies or external window ledges of either the Accommodation or the Residence, for example (but not limited to) bottles, milk cartons, plant pots, bicycles or e-scooters;
- 3.7.1.13. Complying with the car, motorcycle, e-scooter and bicycle parking rules issued by us. These can be reviewed at <https://le.ac.uk/study/accommodation/policies-and-procedures>;
- 3.7.1.14. Not bringing into the Accommodation or the Residence any chemicals or biological substances (whether or not the same relate to academic work) which have the

potential to cause harm to human health or the environment;

- 3.7.1.15. Ensuring that all electronic devices or equipment with the capability of streaming music or television or media are properly licensed and used in accordance with the appropriate laws. You will be responsible for all penalties incurred as a result of a breach of this condition;
- 3.7.1.16. Not smoking cigarettes, pipes, vapes or electronic cigarettes in the Accommodation or the Residence.

3.8. Repairs, maintenance and alterations

- 3.8.1. You agree to keep the inside of the Accommodation and Shared Facilities in a clean and tidy condition at all times and to carry out your share of cleaning of Shared Facilities.
- 3.8.2. You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area at the Residence.
- 3.8.3. You agree that you will not block or cause any blockage of drains, gutters, pipes or other service media at the Accommodation.
- 3.8.4. You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation.
- 3.8.5. You agree that you will not leave any personal belongings or other obstacle in any Common Parts and you will not make dirty or untidy the Common Parts. 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.
- 3.8.6. You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation, or the Common Parts. This includes not putting up posters in such a way as to cause damage and not making any holes in the furniture or fabric, including walls, to accommodate the wiring of your electrical appliances or for any other purpose. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, or the Common Parts, and any other part of the Residence or the Residence grounds. You agree not to fit or install any satellite dish, television or radio aerial.
- 3.8.7. You agree not to bring any soft furnishings (except for bedding) or other furniture (including but not limited to inflatable furniture) into the Accommodation except where the Accommodation Office has given prior written consent. 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 on to the Accommodation without our permission and/or

which does not comply with legislation.

- 3.8.8. If we have to do any work arising from a breach by you of this clause 3 or any part of it, we will charge you with the cost of that work as incurred by us to remedy the breach together with an administrative fee of £50 and this cost will be payable by you on demand.
- 3.8.9. You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Site Reception via AssetWorks at <https://uolready.assetworks.cloud/ready/>.

3.9. Safety and security

- 3.9.1. It is your responsibility to help ensure that the Accommodation and the Residence are safe and secure to live in. Please familiarise yourself fully with your safety guidance provided as part of the e-induction and as set out in your welcome pack provided on arrival.

3.10. Damage to Shared Facilities or Common Parts

- 3.10.1. You agree not to cause any damage to any Shared Facilities or Common Parts.
- 3.10.2. Where any damage is caused to any Shared Facilities other than by fair wear or tear or by staff or contractors of the University, we will use reasonable endeavours to identify those responsible. If we are unable to do so, we reserve the right to charge you a proportion of the cost of making good any loss or damage caused.
- 3.10.3. Typical charges for damage and additional cleaning can be found in the Damage and Charges policy available at <https://le.ac.uk/study/accommodation/policies-and-procedures>. The exact amount will depend on the seriousness of the case and could be more than the guidance figure shown in very serious cases.
- 3.10.4. You must pay for the cost of issuing replacement lost/stolen keys/cards. The charge for a set of keys lost/stolen is £40 per key/card notwithstanding that this does not cover the full cost (including administrative expenses) to us of issuing a replacement set of keys/card. If a subsequent set of keys/card is lost/stolen we reserve the right to charge you the full cost of a replacement lock and keys necessary to ensure security for all.

3.11. Council Tax

- 3.11.1. If for any reason you 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 repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

3.12. When you leave

3.12.1. At the end of the Agreement you agree:

- 3.12.1.1. To vacate the Accommodation by 9.30 a.m. on either the last day of the Period of Residence or the last day of the Agreement if ended earlier;
- 3.12.1.2. At the end of the term on the day of departure to return all keys, key fobs or key cards in person to Site Reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you with the full cost of this;
- 3.12.1.3. To leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation, and to leave all items as found in the room and communal areas in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear. If you leave any belongings or rubbish in the Accommodation, you agree that we can dispose of these at the end of your Period of Residence and may charge you the cost which we incur in having to do this;
- 3.12.1.4. That if you do not leave the Accommodation by the time required in clause 3.12.1.1 and we have to take action against you to require you to move out of the Accommodation (which may include legal action) you will pay all reasonable proper costs (including reasonable legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave. We also reserve the right to remove any items from the room which may include your personal belongings to make the room vacant for someone else to occupy and to charge you the cost which we incur in having to do this;
- 3.12.1.5. That you will not leave any belongings at the Accommodation at the end of your Period of Residence. You agree that you will not ask us to store any items or belongings, even if temporarily at the end of your Period of Residence. You agree that if any items or belongings are left at the Accommodation or the Residence then we can dispose of these immediately and without notice and we shall not be liable for that storage or disposal. You will indemnify us and reimburse us on demand for any claim made by any third person or party in relation to such storage or disposal.

3.13. Pets

3.13.1. Pets are not permitted on University premises, including the Accommodation, Common Parts, Shared Facilities, or any other part of the Residence or the Residence grounds. Breach of this clause 3.13.1 is a serious breach of this Agreement.

3.13.2. If you are found in breach of clause 3.13.1 you will be liable for any costs associated with any repairs to animal-related damage and the University reserves the right to require immediate removal of the animal from University premises.

3.13.3. Clause 3.13.1 does not apply to assistance dogs as defined by section 173(1) of the Equality Act 2010. If you are an assistance dog user, please refer to our Assistance Dog and Animals on Campus policy at <https://le.ac.uk/study/accommodation/policies-and-procedures>.

4. OUR RIGHTS

4.1. Alterations and building works

4.1.1. 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 where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (except in the case of emergency).

4.2. Guarantees of Accommodation

4.2.1. Any guarantee given by us to allocate Accommodation to you (such as the University's first-year accommodation guarantee) shall cease to have effect if this Agreement is terminated or suspended as a result of your breach of this Agreement.

4.3. Access & inspection

4.3.1. We (together with our contractors and other authorised visitors) have the right to enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose consistent with our ownership of the Residences during the hours of 8am – 6pm. If we wish to exercise this right we will, whenever reasonably practical, give you at least 48 hours written notice (which may be by e-mail) before entering the Accommodation. In that notice we will state the date and purpose of the visit. Advance notice will not be given in the case of an emergency when entry may be at any time.

4.3.2. If you report to us the need for a repair in the Accommodation, we have the right to enter the

Accommodation to inspect and/or undertake the repair during the hours of 8am – 6pm without having given you advance notice of our visit.

- 4.3.3. If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 4.3.1) or which arises as a result of you having reported a repair to us (in accordance with clause 4.3.2), you agree that we may enter the Accommodation, using our duplicate key.
- 4.3.4. In an emergency, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the Accommodation and repair any damage as a result of 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 repairing any associated damage.
- 4.3.5. If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 4.3.3 (because you have given us specific instructions to the contrary and you are not in when we visit), we may charge you with the actual cost of this up to £100. If we have to take legal action to enforce the right of entry we may ask the court for an order for the cost of the legal action to be paid by you.
- 4.3.6. Where, on any inspection of the Accommodation, we consider that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation yourself. If the Accommodation is not returned to a satisfactory condition by the time specified in the warning (and we will undertake a follow-up inspection to ascertain this), we may arrange for any necessary work to be undertaken and may charge you for the cost of us and/or external companies undertaking the cleaning. You will be notified of the incurred charge.

4.4. Removal of items from Accommodation

- 4.4.1. We may remove from the Accommodation any used or unused items which we find in the Accommodation or Residence that we reasonably consider are dangerous and/or may cause a fire hazard (including but not limited to e-scooters and batteries for the same). If we remove an item, we will notify you in writing that the item has been removed and 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.

4.5. Liability for loss or damage

4.5.1. 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.

4.6. Right to relocate

4.6.1. We reserve the right to move you to similar alternative Accommodation for reasonable management reasons including (but not limited to):

4.6.1.1. where we consider that we cannot reasonably carry out works to the Accommodation, the Residence or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation; or

4.6.1.2. where the Accommodation and/or the Residence is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction or health and safety risks); or

4.6.1.3. where your Period of Residence includes the summer vacation and the Residence is not fully occupied over the summer vacation and we decide (acting reasonably) to move you to other University accommodation so that all students residing in the University over the summer vacation are together in the same part of the University; or

4.6.1.4. where in our view there has been a persistent or serious breach of your obligations under this Agreement (which might invoke separate disciplinary proceedings pursuant to major misconduct under the Regulations) and we feel that it is in the interests of other persons living in the Accommodation to effect a relocation.

4.6.2. If we request you to relocate:

4.6.2.1. we will give you written notice of this ("Relocation Notice") and give you details of the similar alternative Accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar alternative Accommodation. We will give you reasonable notice of this date (taking into account the circumstances including but not limited to the health and safety and/or risks to you and/or other residents and/or to the Accommodation).;

4.6.2.2. if the Accommodation Fee for the similar alternative Accommodation is more than the Accommodation Fee that you are paying for the Accommodation, we will not charge

you the higher Accommodation Fee and will continue to charge you the Accommodation Fee applicable to the Accommodation from which you moved;

4.6.2.3. if the Accommodation Fee for the similar alternative Accommodation is less than the Accommodation Fee that you are paying for the Accommodation, we will charge you the lower Accommodation Fee as from the date on which you move into the similar alternative Accommodation.

4.6.3. If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to obtain vacant possession of the Accommodation. If we have to take legal action, we may ask the court for an order that the cost of the legal action be paid by you.

4.7. Right to temporarily suspend your right to occupy

4.7.1. If you have committed a breach of your obligations under this Agreement, or we reasonably suspect that you have, we may suspend you from the Accommodation during appropriate investigations of the breach or the suspected breach. We will only suspend you if we consider (acting reasonably) that your continued presence at the Accommodation will constitute a threat to the safety or well-being of any person (including you) and/or criminal damage to any property. Any decision to suspend you will be made in accordance with the procedure set out in the Regulations and be subject to your right to appeal that suspension as detailed in the Regulations.

4.7.2. During this suspension, we are under no obligation to provide you with any Accommodation and may reconcile any reimbursement of the Accommodation Fee during the period where you are suspended and do not occupy the Accommodation.

4.8. Procedure for dealing with your breach of this Agreement

4.8.1. On any member of staff of the University identifying or becoming aware of any breach or suspected breach by you of any of the terms of this Agreement, that member of staff will decide (subject to clause 4.8.2) whether to:

- 4.8.1.1. take no action; or
- 4.8.1.2. discuss this with you informally; and/or
- 4.8.1.3. refer the matter to the Accommodation Management Team; or
- 4.8.1.4. refer the matter to the Head of Department for Accommodation; or
- 4.8.1.5. in the case of serious breaches and/or matters of serious misconduct, refer the matter to the University's non-academic misconduct procedure under Regulation

11 (non-academic misconduct).

- 4.8.2. The matter will be referred to the Accommodation Management Team in circumstances where you, or anyone living with you, or your invited guests have breached the Agreement:
- 4.8.3. If the matter is referred to the Accommodation Management Team under clause 4.8.2:
 - 4.8.3.1. You will be issued with an invoice for the cost of repairing the damage caused by your breach in accordance with clause 3.10 (Damage to Shared Facilities or Common Parts). You will need to pay the invoice within 14 days. If you fail to pay within this time it will constitute a disciplinary offence and the matter will be referred to the Director of Estates and Campus Services or designate to be dealt with in accordance with clause 4.8.4. If you are unhappy with the amount of the invoice issued to you, you can complain about the level of the invoice in accordance with the procedure set out in clause 7.1 (Complaints); and
 - 4.8.3.2. The matter shall be referred to the Head of Department for Accommodation.
- 4.8.4. If the Head of Department determines that you have committed the breach, this could result in:
 - 4.8.4.1. a charge of up to £150; and/or
 - 4.8.4.2. requiring you to pay the costs incurred by us arising from the breach over and above any payable by you under clause 4.8.3; and/or
 - 4.8.4.3. referring the matter to be dealt with under Regulation 11. This may result in termination of this Agreement; and/or
 - 4.8.4.4. termination of this Agreement.
- 4.8.5. Examples of different types of breaches and who the matter will be referred to can be found in Schedule 2.
- 4.8.6. If you are unhappy with the decision made by the Head of Department for Accommodation under clause 4.8.4 you can submit a formal complaint to the University in accordance with Regulation 12.
- 4.8.7. The above procedure will not apply in relation to a breach of the Agreement arising from either your failure to pay the Accommodation Fee in accordance with the payment terms or you becoming bankrupt. In such circumstances:
 - 4.8.7.1. we will be entitled to terminate the Agreement in accordance with clause 6.2 (Termination for Breach);
 - 4.8.7.2. if you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 7.1 (Complaints).

As such, if you are experiencing any financial difficulties which may mean that you are unable

to pay the Accommodation Fee when it is due, you should immediately contact the Student Fees and Income Management Team.

5. YOUR RIGHT TO END THIS AGREEMENT EARLY

5.1. Right to cancel

- 5.1.1. You have the right to cancel this Agreement by giving more than 28 days' written notice from the start of your Period of Residence. You will receive a refund of any Pre-Payment or Accommodation Fee that you have paid, subject to the terms set out in Schedule 1. You can cancel by contacting the Accommodation Office in writing.
- 5.1.2. You still have the right to cancel this Agreement by giving less than 29 days' written notice from the start of your Period of Residence, subject to the terms set out in Schedule 1 which includes a cancellation charge.

5.2. Right to terminate

- 5.2.1. You may terminate this Agreement before the end of the Period of Residence provided you have paid in full, on or before the end of the Period of Residence ("End Date"), the total Accommodation Fee due under this Agreement up to and including the End Date.
- 5.2.2. You may terminate this Agreement if you withdraw from your programme of study and you satisfy the following conditions:
 - 5.2.2.1. you fail to take up the Accommodation within 2 weeks of the start of the Residence Period in which case you will lose the £250 Pre-Payment or the amount of the Accommodation Fee due (whichever is the greater); or
 - 5.2.2.2. you give to the Accommodation Office at least four weeks' written notice of your intention to terminate this Agreement and, in the notice, you specify the date on which you wish to end your tenancy or licence; and
 - 5.2.2.3. you have paid, in full on or before the End Date, all of the monies owed under this Agreement up to and including the End Date.
- 5.2.3. You may also terminate this Agreement if you are under 18 when you Accept this Agreement and you satisfy the following conditions:
 - 5.2.3.1. within two weeks after your 18th birthday 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 on which you wish to end your Period of Residence;
 - 5.2.3.2. you have paid, in full on or before the End Date the Accommodation Fee due under

this Agreement up to and including the End Date.

5.2.4. If you terminate this Agreement under clauses 5.2.2 or 5.2.3 and you move out of the Accommodation by the date specified in your notice, we will refund any Accommodation Fee that you have paid for the period after the End Date in accordance with Schedule 1.

6. OUR RIGHT TO END THIS AGREEMENT EARLY

6.1. Right to Cancel

6.1.1. If you fail to pay all sums due to us in connection with any previous occupation by you of Accommodation provided by us (whether or not owned by us or a third party) before you vacate that Accommodation, we may cancel this Agreement at any time prior to the start of the Period of Residence (but before payment by you of all such sums owed) by giving you seven days' written notice.

6.1.2. If we cancel this Agreement under clause 6.1.1 we will refund any Accommodation Fee that you have paid.

6.2. Termination for breach

6.2.1. We may terminate this Agreement in any of the following circumstances:

6.2.1.1. if you have failed to pay the Accommodation Fee; or

6.2.1.2. 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 4.7.1 (Right to temporarily suspend your right to occupy), we have decided to terminate the Agreement; or

6.2.1.3. if you are made bankrupt.

6.3. Termination for other reasons

6.3.1. We may also terminate this Agreement by giving you notice in any of the following circumstances:

6.3.1.1. if we are unable to find you similar alternative Accommodation (despite our reasonable efforts) and, through no fault of your own, either:

6.3.1.1.1. your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation; or

6.3.1.1.2. we are unable to provide the Accommodation as a result of events beyond our control;

6.3.1.2. if you are no longer pursuing a course of study at the University;

- 6.3.1.3. where we reasonably consider, because of your behaviour or for any other reason, that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;
- 6.3.1.4. if any information supplied by you, or on your behalf, in connection with your application to the University or for a place in the Accommodation is untrue, inaccurate or misleading;
- 6.3.1.5. if you fail to disclose relevant information and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation;
- 6.3.1.6. if for any reason you cause us to become liable for Council Tax (because you are in full time employment or claim social security benefits) for the Residence.

6.4. Notice and effect of termination

- 6.4.1. Under the circumstances set out in clauses 6.2 (Termination for breach) and 6.3 (Termination for other reasons) we will give you not less than 4 weeks' notice. The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.
- 6.4.2. If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will only be able to obtain vacant possession if we obtain a court order. As set out at clause 3.12.1.4 (When you leave), you may be obliged to pay our proper costs (including legal costs) that we incur in taking such action. We will ask the court to make an order requiring you to pay these costs.
- 6.4.3. If the Agreement is terminated in the circumstances set out in clause 6.3.1.1 (Termination for other reasons) and you have moved out of the Accommodation by the termination date:
 - 6.4.3.1. you will still be obliged to pay, to the extent you have not already paid, that part of the Accommodation Fee corresponding to the period up to and including the termination date; but
 - 6.4.3.2. we will refund any Accommodation Fee you have paid in advance, in respect of the period after the termination date.
- 6.4.4. If we terminate the Agreement in the circumstances set out in clauses 6.2 (Termination for breach), 6.3.1.2, 6.3.1.3, 6.3.1.4 or 6.3.1.6 (Termination for other reasons) you will still be obliged to pay, to the extent you have not already paid, that part of the Accommodation Fee that was due to be paid before the Agreement was terminated. That will be the case, even if that sum covers a period which extends beyond the termination date. Where you are paying

by instalments this would include all instalments where the date on which the instalment was due to be paid was before the date the Agreement was terminated.

7. COMPLAINTS

7.1. Complaints

- 7.1.1. If you are unhappy with a decision that we have made or feel we have not kept to the terms of this Agreement you should, in the first instance, discuss these with your Site Reception or 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 Accommodation Complaints Procedure. Complaints should be raised as soon as possible and in any event within 28 days of the issue occurring.
- 7.1.2. If you remain dissatisfied once the Accommodation Complaints Procedure has been exhausted, you have the right to submit a complaint to the University in accordance with Regulation 12.

7.2. Failure to leave Accommodation

- 7.2.1. For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation even if you have complained about our decision to terminate the Agreement.

8. NOTICES

8.1. Service of Notice

- 8.1.1. All routine letters, notices and daily communications shall be sent to you by e-mail. Any such documents sent by email shall be considered to have been properly served on you on the day upon which they are sent. Notices under this Agreement will also or alternatively be properly served if they are given to you in person or if they are delivered by hand, first class post, or recorded or special delivery post. Any Notices that are delivered by post will be deemed to have been properly served if they are addressed to:

- 8.1.1.1. the Accommodation and/or;
- 8.1.1.2. the address you provided to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clause 8.1.3.

- 8.1.2. A notice sent by the following means is to be treated as having been received:

- 8.1.2.1. if delivered by hand, on the day of delivery; or
- 8.1.2.2. if sent by special or recorded delivery, on the first working day after posting or;
- 8.1.2.3. if sent by first class post, on the second working day after posting.
- 8.1.3. You agree to notify Student Records Registry of any change to the address you provide to us when applying to us for the Accommodation.
- 8.1.4. You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us) in connection with the Accommodation.
- 8.1.5. Any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to the Accommodation Office.

8.2. **Mailing Lists**

- 8.2.1. Your University email address will be added to a mailing list for use by the Accommodation Service to send important notices about your Accommodation. You will not be able to unsubscribe from this list.
- 8.2.2. Your University email address will be added to a mailing list for use by the Accommodation Service to send (but not limited to) service updates, campus marketing and social events. You may choose to opt out of this service at any point by un-subscribing from the service. This un-subscription will remain active for the duration of the current session.

SCHEDULE ONE
1. Terms and conditions concerning payment of Accommodation Fee

- 1.1. Your Accommodation Fee must be paid either:
 - 1.1.1. in full, (i.e. in one instalment), by the due date as stated on the Portal; or
 - 1.1.2. in three termly instalments in accordance with the Payment Plan.
- 1.2. The payment methods that are available are found on <https://le.ac.uk/study/fees-funding/payment-methods>. Each instalment is due on the instalment date set out in the Payment Plan .

2. Terms and conditions concerning payment of Pre-payment

A minimum pre-payment of £250 must be paid at the time of accepting the University's Terms and Conditions of Residence. If you have difficulty paying online, you must email the Fees Student Fees and Income Management Team, at feesandincome@le.ac.uk.

3. Terms and conditions concerning Withdrawal & Cancellation Charges

In conjunction with the terms set out in clause 5 of this Agreement;

Condition	Terms	Cancellation Charge
Cancellation of an Accepted contract prior to the contract start date	More than 28 Days before Contract Start Date	£0
	Less than 29 Days prior to Contract Start Date	£250
Failure to Take Up Residence within 2 weeks of the start of the Residence Period		£250 or the amount of the Accommodation Fee (whichever is greater)
Withdrawal during Residence Period		Full balance as described in the Portal, subject to the other provisions for charges as set out in this Agreement

Any Withdrawal or Cancellation charges will be invoiced to you directly. Any pre-payment made on accepting your Accommodation Agreement or Accommodation Fee paid will be used to pay these fees in the first instance and a refund raised should a balance be payable.

SCHEDULE TWO
Breach of Contract

Informal Discussions (Level 1)	<ul style="list-style-type: none"> • Noise • Nuisance • Cleanliness • Litter
Referral to Accommodation Management Team (Level 2)	<ul style="list-style-type: none"> • Repeated occurrence of a Level 1 breach • Unlawful use of drugs or psychoactive substances • Contravening health and safety regulations • Bullying and other forms of harassment • Smoking • Minor damage
Referral to Head of Department for Accommodation (Level 3)	<ul style="list-style-type: none"> • Repeated occurrence of a Level 1 or Level 2 breach • Harassment • Serious damage • Wilful damage to property (including damage whilst doing course work in the Accommodation) • Theft • Behaviour that might justify eviction (e.g. in events such as but not limited to, non-payment of fees, illegal activities)
Referral to Non-Academic Misconduct Procedure under Reg 11 (Level 4)	<ul style="list-style-type: none"> • Unlawful dealing or supplying or drugs or psychoactive substances • Serious harassment • Assault • Criminal offences that have an adverse impact on the Accommodation or its occupiers or staff • Behaviour that might justify eviction