



UNIVERSITY OF
LEICESTER

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ESTATES AND DIGITAL SERVICES

Terms and conditions of residence

Academic year 2023/24



Terms and Conditions of Residence

ACADEMIC YEAR 2023/24

Please read these terms and conditions before accepting this Agreement by either confirming your Acceptance on-line or by signing and returning the Residential Agreement Details

THIS IS A LEGALLY BINDING CONTRACT

In Accepting this Agreement you agree to abide **fully** by these terms and conditions, which may **include paying for the full contractual period**.

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

Email: accommodation@le.ac.uk

If you are unable to access any web link contained in this document 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.



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
1. ABOUT THIS AGREEMENT	5
1.1. Accepting the Agreement	5
1.2. Nature of Agreement	5
1.3. Variations to Agreement	6
1.4. Enquiries	6
1.5. Data protection	6
1.6. Governing law and enforceability	6
1.7. Legislation	7
1.8. VAT	7
2. OUR RESPONSIBILITIES	7
2.1. Services & Facilities	7
2.2. Insurance	8
3. YOUR RESPONSIBILITIES	8
3.1. Accommodation Fee	8
3.2. Pre-payments	9
3.3. Sharing the Accommodation	9
3.4. Visitors and guests	11
3.5. Moving rooms	11
3.6. Risk assessments	11
3.7. Respect for others	12
3.8. Repairs, maintenance and alterations	13
3.8.10. Safety and security	14
3.9. Access	14
3.10. Damage to Shared Facilities or Common Parts	15
3.11. Council Tax	15
3.12. When you leave	15
4. OUR RIGHTS	16
4.1. Alterations and building works	16
4.2. Guarantees of Accommodation	16
4.3. Access & inspection	17
4.4. Removal of items from Accommodation	18
4.5. Liability for loss or damage	18

4.6.	Right to relocate	18
4.7.	Right to temporarily suspend your right to occupy	19
4.8.	Procedure for dealing with your Breach of Contract	20
5.	YOUR RIGHT TO END THIS AGREEMENT EARLY	21
5.1.	Right to cancel	21
5.2.	Right to terminate	22
6.	OUR RIGHT TO END THIS AGREEMENT EARLY	22
6.1.	Right to Cancel	22
6.2.	Termination for breach	23
6.3.	Termination for other reasons	23
6.4.	Notice and effect of termination	23
7.	COMPLAINTS AND APPEALS	24
7.1.	Complaints	24
8.	NOTICES	25
8.1.	Service of Notice	25
8.2.	Mailing Lists	25
GLOSSARY OF TERMS		26
SCHEDULE ONE		28
1.	Terms and conditions concerning payment of Accommodation Fee	28
2.	Sponsors	28
3.	Terms and conditions concerning payment of Pre-payment	28
4.	Terms and conditions concerning Withdrawal & Cancellation Charges	29
CANCELLATION FORM		30

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.

The terms of this Agreement contains two parts:

1. These Terms and Conditions of Residence;
2. The Residential Agreement Details

Together, these parts set out your rights and responsibilities as well as our rights and responsibilities to you. Please read all of this Agreement before you Accept the Agreement.

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

1. ABOUT THIS AGREEMENT

This is a legally binding agreement when payment is made.

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 and any of the residence grounds for the Period of Residence (as detailed in the Residential Agreement Details) and subject to the terms of this Agreement,.

1.1.2. If you move into the Accommodation without having Accepted the Agreement you will be considered to have Accepted the Agreement anyway by your actions.

1.1.3. If the Agreement has been Accepted by someone appearing to act on your behalf, we shall assume that you have given that person authority to act on your behalf and to Accept for you. We will regard that Acceptance as binding on you unless you have notified us previously otherwise.

1.1.4. 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 cancel the Agreement in accordance with clause 5.2.3 (Right to Terminate) below.

1.1.5. If someone other than you pays all or part of the Accommodation Fee to us directly, whether they are a Sponsor or otherwise, this will not reduce or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party.

1.2. Nature of Agreement

1.2.1. If your Accommodation is in a Standard Twin room, then this Agreement will be a licence. This is because we are entitled, under clause 3.3 (Sharing the Accommodation) 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 Standard Twin Room, 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

With the exception of any changes as a result of government legislation, these Terms and Conditions of Residence cannot be varied unless the variation has been agreed between you and us, and the variation has been confirmed in writing by the Director of Campus Services or their designate (or such officer as might be from time to time identified as fulfilling such role), **The Village Reception**, John Foster Hall, Manor Road, Leicester, LE2 2LG.

1.4. Enquiries

1.4.1. If there is anything you do not understand, or if you have any other queries relating to this Agreement, please enquire at the Accommodation Office (telephone 0116 252 2428 or accommodation@le.ac.uk). Where you require advice on your rights under this Agreement, seek advice from the student welfare department, a citizens' advice bureau, law centre or solicitor.

1.5. Data protection

1.5.1. For the purposes of this clause 1.5, "Data Protection Legislation" shall mean: (i) the Data Protection Act 1998 as amended or replaced ("DPA") until 25 May 2018 and then (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended and updated from time to time and then (iii) any successor legislation to the GDPR or DPA.

1.5.2. We will comply with the Data Protection Legislation in respect of the personal data which we hold about you.

1.5.3. We may share all data supplied to us with other departments within the University and to third parties but will only do so on the basis of contractual necessity as permitted by the Data Protection Legislation. Examples of third parties we may need to make disclosure to are third party accommodation providers, associated education providers and contractors employed by us to undertake services at the Residence, your Sponsor, (if you have one), the Police or other public agencies.

1.5.4. We will not disclose sensitive personal information (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

1.6. Governing law and enforceability

1.6.1. This Agreement is governed by English law which, for international students, may be different from what you are used to.

1.6.2. 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.

1.7. Legislation

1.7.1. 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.

1.8. VAT

1.8.1. 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.

2. OUR RESPONSIBILITIES

2.1. Services & Facilities

2.1.1. During the Period of Residence we will 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 labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

2.1.2. We will make sure that the structure and exterior of the Accommodation and the residence are kept repaired.

2.1.3. We will provide adequate 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.

2.1.4. In some residences and/or Accommodation we will provide shared kitchen facilities. Where we do, we will provide facilities for the preparation, cooking and storage of food, including cold storage.

2.1.5. 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.

2.1.6. We will provide a supply of hot water for domestic use.

2.1.7. We will provide reasonably adequate heat to the radiators during the Period of Residence. This will mean that the heating will not be on all the time and will be turned off during the summer period.

2.1.8. We will provide the Accommodation with such fixtures, fittings, bedding, furniture and

equipment as listed on the Accommodation website. . 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. If there is loss, breakage or damage by you or your visitors then you will need to inform the Site Reception directly.

- 2.1.9. 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 (Common Parts typically refers to corridors and entrance areas, not Shared Facilities such as flat kitchens).
- 2.1.10. We will make sure that the fire-fighting equipment in any Shared Facilities and the Common Parts are maintained in accordance with statutory requirements.
- 2.1.11. We have arranged for an external company to provide and maintain facilities for the telephones (where applicable) and internet services within the Accommodation. The external company will charge you for the cost of telephone calls. 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 University policy, in respect of your use of any internet service provided to you at the Accommodation.

2.2. Insurance

- 2.2.1. We will insure the residence against fire and other risks which we reasonably consider necessary.
- 2.2.2. We provide basic insurance provided by Endsleigh Insurance for which cover details are available at <http://www.endsleigh.co.uk/Student/Pages/student-insurance.aspx>. However the University takes no liability for the insurance and you are responsible for ensuring the insurance cover is adequate for your requirements. Any cover required over and above the basic cover is at your own cost.
- 2.2.3. 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 Residential Agreement Details.
- 3.1.2. Your obligation to pay the Accommodation Fee on the dates set out in the Residential

Agreement Details applies:

- 3.1.2.1. WHETHER OR NOT 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 Accommodation Fee payment start dates); 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, (as set out in the Residential Agreement Details) we will charge you a reasonable 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 to, this will supersede the Payment Plan. We reserve the right to charge reasonable interest on arrears if unpaid within 14 days of the dates set out in the Residential Agreement Details.
- 3.1.4. If you have a Sponsor, you will need to inform us of their full name and contact details and give us a letter from them in which they agree to be your sponsor for payment of the rent over the Period of Residence. You will still continue to 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 you would have if you were making all payments yourself. If you are paying part of the Accommodation 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. We will contact you if we have problems recovering money from your Sponsor.
- 3.2. **Pre-payments**

You agree that on Accepting your offer of accommodation you will make a payment towards the first instalment payable as described in the Residential Agreement. The minimum payment is set out in Schedule 1.

This pre-payment can be deducted from the monies owed against your first term invoice or subsequent charges incurred.
- 3.3. **Sharing the Accommodation**
 - 3.3.1. For the avoidance of doubt, clauses 3.3.7 to 3.3.8 will not apply where you have specifically applied for a Standard Twin room.
 - 3.3.2. Unless the Accommodation comprises a shared room, 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 agree not to transfer your rights under this Agreement, or sublet the Accommodation, or allow any person other than a student who has entered into a 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, (this is a room with one (1) or more occupants), 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 a single room rate instead and have single occupancy of the room. If you choose to pay a 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 have accepted the single 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 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 have accepted the alternative single 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 all the Terms and Conditions of this Agreement will apply to your occupation of the new Accommodation, save that the

Accommodation Fee will be for the full level detailed in the Residential Agreement Details for the alternative single room. If you move to a single room under clause 3.3.7 of this agreement, we will pay any reasonable expenses, which you may incur in moving, if you produce a valid receipt.

3.4. **Visitors and guests**

- 3.4.1. You are responsible for the behaviour, of any invited guest/visitor (whether the invitation is expressed or implied), in the Accommodation, the residence, and any residence grounds including the local neighbourhood surrounding the residence and any residence grounds. You must ensure that they do not break the terms of this Agreement. This includes children. If they do, you may be held responsible for any malicious and 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 where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons and/or to safeguard our property, and to comply with the terms and conditions of this Agreement.
- 3.4.3. You agree not to allow anyone other than one occasional adult guest to stay overnight, for no more than two consecutive nights in any 7 day period, provided this does not annoy other residents or disrupt study. 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 and 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 the prior written approval to this from the Accommodation Office (who must act reasonably).
- 3.5.2. If you obtain the necessary consent to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.

3.6. **Risk assessments**

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

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. Not doing anything which interferes with the peace, comfort, or convenience of other students and people living in the residence and locality of the residence including (but not limited to) drunken behaviour and foul and/or abusive language;

3.7.1.3. Keeping noise at a level that does not interfere with the study, sleep or comfort of our contractors 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, stereos, music players, loudspeakers, musical instruments etc. You agree to reduce the level of noise immediately if asked to do so by us.

3.7.1.4. Not harassing or threatening to harass (including 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;

3.7.1.5. 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, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;

3.7.1.6. Not working on any motor vehicles or motor cycles in the Accommodation, the Residence or any of the residence grounds;

3.7.1.7. Not allowing the Accommodation to be used for any criminal, immoral 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.

3.7.1.8. Not bringing or keeping bikes in any corridors, communal areas or anywhere in the Accommodation, to avoid doubt this includes not bringing or keeping bikes in your room;

3.7.1.9. Not allowing persistent use of residence facilities by non-residents (e.g. it is not

intended that your guests visit daily and use residence facilities for washing and cooking);

3.7.1.10. Not committing any indictable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;

3.7.1.11. 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;

3.7.1.12. Not to throw anything from the balconies or windows of either the Accommodation or the residence;

3.7.1.13. Not to place any item on the balconies or external window ledges of either the Accommodation or the residence, for example bottles, milk cartons, plant pots, bicycles;

3.7.1.14. You agree to comply with the car, motorcycle, e-scooter and bicycle parking rules issued by us. These can be reviewed at <https://le.ac.uk/study/accommodation>

3.7.1.15. Not to bring 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

3.7.1.16. You will ensure 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.

3.7.1.17. Not to smoke cigarettes, pipes 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 (Shared Facilities means, all shared facilities and areas within a shared flat. Typically these may include shared toilet, bathroom, kitchen and/or living area.);

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 (save 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 (Your Responsibilities) or any part of it, we will charge you with the reasonable cost of that work 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.

3.8.10. **Safety and security**

3.8.10.1. 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 in your Residences Guide provided on arrival.

3.9. **Access**

- 3.9.1. You must allow our staff and/or contractors to enter the Accommodation in accordance with

clause 4.3 (Access & Inspection) below.

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 the whole or 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 at <https://le.ac.uk/study/accommodation>. 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 the first set of keys lost/stolen is £ 30 per key/card. This is a nominal amount only and you should be aware that this does not cover the full cost (including administrative expenses) to us of issuing a replacement set of keys/card. This charge will be applied to your accommodation account and will have to be paid accordingly. If a subsequent set of keys/card is lost/stolen the full cost of a replacement lock and keys necessary to ensure security for all may be charged.

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.

- 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.
- 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 for any claim made by any third person or party in relation to such storage or disposal.

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 (save in the case of emergency).

4.2. Guarantees of Accommodation

- 4.2.1. Any guarantee given by us to allocate Accommodation to you shall cease to have effect if this Agreement is terminated or suspended for any reason in accordance with this Agreement.

4.3. Access & inspection

- 4.3.1. We have the right to enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose at reasonable hours of the day. 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 at reasonable hours of the day 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 will charge you with the cost of this. If we have to take legal action to enforce the right of entry we will 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 (acting reasonably) 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 consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will leave a note in the Accommodation confirming 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

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

4.6.1.4. where the terms of your Agreement, due to the nature of your course of study (for example, nursing) or otherwise, are inconsistent with the terms of the standard Agreement (for example the Agreement incorporates a late start, early finish or short Period of Residence); or

4.6.1.5. where there has been a persistent breach of your obligations under this Agreement 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 called a (“Relocation Notice” in this clause) 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). Certain circumstances may mean that the notice period may be as little as twenty four hours;
- 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;
- 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;
- 4.6.2.4. if the similar alternative Accommodation is not satisfactory to you (acting reasonably), you have the right to terminate or to appeal this Agreement. If you wish to exercise either of these rights you must give the Accommodation Office written notice of this no later than 7 days after the date of the Relocation Notice. The Agreement will then end 7 days after your notice to terminate was given to the Accommodation Office or on such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Accommodation Fee you have paid for the period after the termination date;
- 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 force you to move out. If we have to take legal action, we will 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 and/or criminal damage to 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 you are under no obligation to pay the Accommodation Fee.

4.8. Procedure for dealing with your Breach of Contract

4.8.1. On any member of staff of the University identifying or becoming aware of any breach or suspected breach by you 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 Residential Support Managers
- 4.8.1.4. refer the matter to the Head of Campus Services Operations or Designate
- 4.8.1.5. refer the matter to the Director of Campus Services or Designate.

4.8.2. The matter will be referred to the Residential Support Managers in circumstances where:

- 4.8.2.1. it is clear that you, anyone living with you, or your invited guests have breached the Agreement; and
- 4.8.2.2. that the breach has resulted in damage being caused to the Accommodation, the residence or any residence grounds.

4.8.3. If the matter is referred to the Residential Support Managers under clause 4.8.2:

- 4.8.3.1. You will be issued with an invoice for the reasonable 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 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. Where the matter is sufficiently serious it shall be referred to the Director of Campus Services or Designate.

4.8.4. If the breach or suspected breach is referred to the Director of Campus Services or Designate, the Director of Campus Services or Designate will deal with the breach or suspected breach. If they decide that you have committed the breach, this could result in the Designated Officer:

- 4.8.4.1. imposing a charge of up to £150; and/or
- 4.8.4.2. requiring you to pay the reasonable 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 the Vice Chancellor or Designate to be dealt with under the University General Regulations. This may result in a decision being made that we will terminate this Agreement.

if you are unhappy with the decision made by the Director of Campus Services or Designate you can complain about the decision by writing to the Director of Campus Services or Designate.

4.8.5. 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:

4.8.5.1. we will be entitled to terminate the Agreement in accordance with clause 6.2 (Termination for Breach);

4.8.5.2. 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.

5. YOUR RIGHT TO END THIS AGREEMENT EARLY

5.1. Right to cancel

5.1.1. Under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 (the CCRs) , if you Accept this Agreement, you may cancel the Agreement by giving us written notice of your intention to do so within 14 days from the date of acceptance. You can choose, but do not have, to use the cancellation form at the end of this Agreement when providing us with your written notice of cancellation. If you do not cancel this Agreement in accordance with this clause you lose the right to change your mind, the Agreement is valid, and you must comply with it.

5.1.2. The CCRs do not apply if you Accept this Agreement by signing the Agreement Summary in person at the Accommodation Office. In those circumstances you will not have a right to cancel the Agreement under the CCRs.

5.1.3. If you cancel this Agreement under clause 5.1 we will refund any pre-payment and/or Accommodation Fee that you have paid, subject to terms set out in Schedule 1.

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), all of the 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 give to the Accommodation Office at least four (4) 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
- 5.2.2.2. 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 4 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 tenancy or Licence;
- 5.2.3.2. you have paid, in full on or before the end date of this Agreement all of 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 those circumstances we will also refund any deposit less any withdrawal charges listed in 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 (7) days written notice.
- 6.1.2. If we cancel this Agreement under clause 6.1 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 which would amount to a misrepresentation, 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 or (in the case of any shared Accommodation) any other occupier of the Accommodation causes us to become liable for Council Tax (because you or any other occupier 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 reasonable notice (taking into account the circumstances)

that we are terminating the Agreement. The notice period will not normally be less than four (4) weeks but may be as little as twenty four (24) hours. 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 force you to move out if we obtain a court order. As set out at clause 3.12.1.4 (When you leave), you will 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.

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 AND APPEALS

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 complaints procedure which can be reviewed at <https://le.ac.uk/study/accommodation>

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).

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.

GLOSSARY OF TERMS

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

“Accept”	Means to formally accept the offer of the Accommodation on-line by ticking Acceptance of the terms and conditions of residence or by signing a paper copy of the Agreement Summary or by moving into the Accommodation and “Accepted” and “Accepting” and “Acceptance” are to be interpreted accordingly.
“Accommodation Fee”	Means the charges for your occupation of the Accommodation as stated in the Residential Agreement Details
“Accommodation Office”	Means the accommodation offices located at two of the residential sites: City Living Reception , Freeman’s Common, Welford Road, Leicester, LE2 6BF Oadby Student Village Reception , John Foster Hall, Manor Road, Leicester, LE2 2LG
“Accommodation”	Means the room allocated to you to live in and any Shared Facilities which you have the right to use under this Agreement
“Pre-Payment”	Means the amount of money paid in advance of accommodation dates to secure a place in the University’s Accommodation
“Residential Agreement Details”	Means the online page or the paper copy which contain the specific details of the Accommodation being offered to you, the Period of Residence and the Accommodation Fee
“Agreement”	Means the contract between us and you relating to the Accommodation and comprising: 1. the Residential Agreement Details 2. these Terms and Conditions of Residence; and 3. the Regulations In the event of any contradiction between the Terms and Conditions of Residence and the Regulations, the Regulations will take precedence.

“ 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
“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
“The Residence”	Means the residence of which the Accommodation forms part including all shared or communal areas and all car parks, grounds and outbuildings.
“Other Rooms”	All rooms in the Residence capable of being let and/or occupied on terms similar to those set out in this Agreement.
“Shared Facilities”	Means, all shared facilities and areas within a shared flat. Typically these may include shared toilet, bathroom, kitchen and/or living area.
“Site Reception”	The Reception in Halls/Houses. Contact details are available from the University website and from the University.
“Sponsor”	A person, firm, organisation, etc., that financially supports a student.
“The University”	The University of Leicester
“Regulations”	All regulations, notices, directions or requests the University shall make from time to time in connection with the use or occupation or otherwise in connection with the Residence and which may be notified to you, including any notice which has been placed in the Common Parts or any other reasonable part of the Residence or notified by email or in writing or on the University’s website or such other location as the University uses to notify its students of any such similar regulations.

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 Residential Agreement Details; or
 - 1.1.2. in 3 termly instalments in accordance with the payment schedule in your Residential Agreement Details.
- 1.2. You can pay online via online payments <https://epay.le.ac.uk/>
- 1.3. Payment via other methods (cheque, debit card, credit card, BACS) should be arranged with the Student Fees and Income Management Team in advance by emailing feesandincome@le.ac.uk
 - 1.3.1. If you elect to pay by cheque this can be paid to the Student Fees and Income Management Team marked Payable to 'The University of Leicester'.
 - 1.3.2. If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen at <https://epay.le.ac.uk/> to make the payment at any time.
- 1.4. Each instalment is due on the instalment date set out in the Residential Agreement Details.

2. Sponsors

- 2.1. 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 Accommodation 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. We will contact you if we have problems recovering money from your Sponsor.

3. Terms and conditions concerning payment of Pre-payment

A minimum pre-payment of £250 must be paid at the time of accepting the Contract for University provided Accommodation by credit card or debit card online. If you Accept this Agreement by signing a paper copy of the Residential Agreement Details you may enter the site to make the payment at any time up to 7 days from the offer being sent to you. If you have difficulty paying online, you must email the Fees Student Fees and Income Management Team, at feesandincome@le.ac.uk.

4. Terms and conditions concerning Withdrawal & Cancellation Charges

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

Condition	Terms	Value
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		£250
Withdrawal during contract period		Full balance as described on your Residential Agreement

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

CANCELLATION FORM

To the University of Leicester Accommodation Office [accomoffice@le.ac.uk]. I hereby give notice that I cancel my contract for accommodation:

.....

Accepted on:

Name of student:

Address of student:

.....

Signature of student:

Date:



UNIVERSITY OF
LEICESTER

le.ac.uk/accommodation

University of Leicester

Estates and Digital Services
Freemen's Common Reception
161 Welford Road
Leicester, LE2 6BF

t: +44 (0)116 252 2428

e: accommodation@le.ac.uk

w: www.le.ac.uk/accommodation



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