

# TERMS AND CONDITIONS FOR OCCUPATION OF ACCOMMODATION AT ROEHAMPTON UNIVERSITY 2019-20

This document (the “Agreement”) contains the Terms and Conditions (“Terms”) on which a Student will occupy the University’s Accommodation.

If accepted, the University’s offer of Accommodation, this Agreement, the 2019-20 Accommodation Handbook, and the terms and conditions of Endsleigh Insurance’s Block Halls Insurance policy, will create legally binding obligations between the University and the Student. Please read all of them carefully and make sure you understand and agree to all of them before you accept the offer of accommodation. If you do not understand any of the terms of these documents, please contact the Accommodation Office on 020 8392 3166 or email: [accommodation@roehampton.ac.uk](mailto:accommodation@roehampton.ac.uk).

We recommend taking independent legal advice before committing to these terms.

This Agreement becomes binding when the University sends the Student an email to confirm receipt of the Student’s deposit, and signed offer letter or, completion of their on-line payment details or, if earlier, when the Student is given possession of the Accommodation.

## 1. Definitions

In these Terms the following words and phrases shall have the following meanings:

Accommodation	The Residence and Room as specified in the Offer.
Accommodation Office	The office which deals with the University’s accommodation queries.
Agreement	The agreement made between the University and the Student under which the University grants and the Student accepts, the right to use and occupy the Accommodation and which consists of the Offer, these Terms, the 2019-20 Accommodation Handbook, and the terms and conditions of Endsleigh Insurance’s Block Halls Insurance policy.
Common Parts	Any shared facility within the Residence such as the kitchen, bathroom, common or other room allocated to the Residence and those parts of the University’s property which are necessary for the purpose of gaining access to the Accommodation.
Contents	The Room Contents and the Residence Contents. Default Payment A payment made by the Student to the University for the reasonable costs incurred by the University (including reasonable administrative costs) to rectify any loss or damage suffered by the University as a result of the Student’s breach of certain obligations under this Agreement. Examples of such payments are listed in Schedule 2 of this Agreement.
Deposit	The sum of £250.
Director	The Director of Estates and Campus Services.
Licence Fee	The fee specified in the Offer payable by the Student to the University in advance on or before the Payment Date(s) for occupation of the Room and the for the Services.

Licence Period	The Period specified in the Offer for which the Student can occupy the Accommodation.
Payment Date(s)	The due date(s) for payment of instalments of the Licence Fee specified in the Offer, or such dates as may subsequently be specified in a payment plan agreed between the University and the Student.
Offer	The offer of accommodation made by the University to the student which is subject to these Terms, the 2019-20 Accommodation Handbook, and the terms and conditions of Endsleigh Insurance's Block Halls Insurance policy.
Residence	The residential building in which the Student is allocated a Room as specified in the Offer.
Residence Contents	The fixtures, fittings and equipment at the Residence which are for students' use but which are not allocated to any student's study bedroom.
Rights	The rights of the student in accordance with the terms of this Agreement to: <ul style="list-style-type: none"> <li>(a) Occupy the Accommodation.</li> <li>(b) Use the Contents.</li> <li>(c) Use the Common Parts.</li> <li>(d) Benefit from the Services.</li> </ul>
Room	The study bedroom which the student has been allocated within the Residence.
Room Contents	The fixtures, fittings and equipment in the Room.
Services	The following are the services which the University has agreed to provide to the Student under the Agreement: <ul style="list-style-type: none"> <li>(a) Insurance and repair of the Residence;</li> <li>(b) Cleaning of the Common Parts;</li> <li>(c) Providing hot and cold running water to the Residence;</li> <li>(d) Lighting and heating of the Residence;</li> <li>(e) Providing an electricity supply to the Accommodation;</li> <li>(f) Insurance of the Student's personal possessions under the block policy;</li> <li>(g) Disposal of rubbish deposited in receptacles in the designated areas.</li> </ul>
Student	The student named in the Offer.
University	Roehampton University trading as University of Roehampton, a company incorporated in England under number 5161359 and whose registered office is Grove House, Roehampton Lane, London SW15 5PJ

## **2. Licence to Occupy**

- 2.1 The University agrees to grant and the Student agrees to accept a licence to occupy the Accommodation with the benefit of the Rights for the Licence Period on the Terms set out in this Agreement.
- 2.2 This Agreement constitutes a temporary revocable licence between the University, as Licensor, and the Student, as Licensee. If the Student is in serious or persistent breach of these Terms, the

University may cancel and revoke this Agreement and take any other appropriate referrals for disciplinary action and/or take any other appropriate legal action. This Agreement can be terminated by the Student only under the Terms specified herein.

- 2.3 Whilst the University has offered the Student Accommodation, and will use its reasonable endeavours to locate the Student there, the University does not guarantee that the named Accommodation will be available in all cases. If the named Accommodation is not available, the University will offer the Student alternative accommodation of an equivalent or better quality at the same price.

### 3. Student's Obligations

The Student agrees with the University as follows:

- 3.1 To pay the Licence Fee to the University in the specified instalments in advance on or before the Payment Date(s).
- 3.2 To check the Room and report any discrepancy or damage on the inventory form provided, **within 7 days of taking up occupation**, to the Welcome Centre in Elm Grove. Failure to do so will result in the Student not being able to rely on the inventory at a later date to prove that the damage was not the Student's fault.
- 3.3 To keep the Room and the Room Contents clean and tidy and not to damage them.
- 3.4 To keep the Common Parts and the Residence Contents, jointly with other students in the Residence, clean and tidy and not to damage them.
- 3.5 To report any loss, damage or want of repair at the Accommodation or any failure of the Services as soon as reasonably practicable and **in any event within 24 hours of becoming aware of it**. The reporting procedure is set out in the Accommodation Handbook.
- 3.6 To report to the University promptly any fire or accident resulting in injury or resulting in damage to any part of the Accommodation or to the Contents.
- 3.7 To notify the Accommodation Office (in advance, where practicable) if the Room is likely to be unoccupied for 7 days or more during the term times officially published by the University in its student handbook.
- 3.8 To report to the University's security officers promptly any suspicious circumstances likely to affect the security of any part of the Accommodation.
- 3.9 To report to the security officers as soon as reasonably practicable (and **in any event within 24 hours**) any damage to the Accommodation caused by an intruder. Nothing in this clause requires the Student to put their personal safety at risk.
- 3.10 To leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings and otherwise in the state required by this Agreement at the end of the Licence Period.
- 3.11 To return to the University the keys/passes/fobs for the Accommodation at the end of the Licence Period.
- 3.12 Not to interfere with the University's management of the Accommodation. Accordingly, the

University reserves the right to permit authorised personnel to enter the Room or any other part of the Residence at reasonable times for the purpose of viewing, inspection, maintenance, repair or any other reasonable purpose. The University will use reasonable endeavours to give at least 24 hours advance notice wherever practicable. No notice will be given in an emergency, when attending to a health and safety matters or where access is required only to the Common Parts.

- 3.13 To comply with all applicable legislation and to avoid acting or failing to act in such a way that this has an adverse effect on the University or on the owners or occupiers of nearby property.
- 3.14 To comply with the University's student code of conduct. Available at: <https://www.roehampton.ac.uk/Corporate-Information/Policies/>
- 3.15 To comply with the reasonable requests and directions of the University's accommodation staff.
- 3.16 To pay to the University all costs reasonably incurred in enforcing the Student's obligations under this Agreement or arising from a breach of them including without limitation, a proper and reasonable administrative charge for notification of breaches, reminders for payment and dealing with rejected payments.
- 3.17 To provide the University promptly with a copy of any communication the Student receives which is likely to affect the Room or Residence (including without limitation a notice from the local authority or correspondence about the Residence or this Agreement from a neighbour).
- 3.18 Not to alter, add to or do anything which may cause damage to the electrical installation or any electrical equipment in the Accommodation. **Using unsafe electrical items or in any other way causing or increasing fire or health and safety risks will be treated by the University as a serious breach of this Agreement, which could give rise to its early termination under clause 5.2.**
- 3.19 Not to tamper with fire prevention or detection equipment or do or neglect to do anything which may be a fire risk or in any other way put the health and safety of others or the University's or other people's property or the Endsleigh Insurance Block Halls Policy at risk. **Causing or increasing fire or health and safety risks will be treated by the University as a serious breach of this Agreement, which could give rise to its early termination under clause 5.2.**
- 3.20 Not at any time to leave the Room unoccupied without locking the door and window or leave the Residence main entrance open or allow anyone to enter who is not a resident or a representative of the University carrying identification or to do or neglect to do anything which may be a security risk or put the health and safety of others or property or the Endsleigh Insurance Block Halls Policy at risk. **Causing or increasing security risks may be treated by the University as a serious breach of this Agreement, which in serious or persistent cases could give rise to its early termination under clause 5.2.**

Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to University security.

- 3.21 Not at any time to bring a firearm or any offensive weapon to the Accommodation or anywhere on the University's premises. This restriction applies whether or not the firearm or offensive weapon is licensed or an imitation. **Use or possession of offensive weapons or items will be reported to the police and will be treated by the University as a serious breach of this Agreement, which could give rise to its early termination under clause 5.2.**
- 3.22 Not to smoke or use electronic cigarettes or to allow guests to smoke or use electronic cigarettes in any part of the Accommodation. This includes the balconies at Chadwick Hall. **Smoking in**

**Accommodation will be treated by the University as a serious breach of this Agreement and could give rise to early termination of this Agreement under clause 5.2.**

If the University incurs costs in rectifying damage or loss caused by the Student's breach of this clause 3.22, the Student may be required to make a Default Payment in accordance with Schedules 1 and 2 of this Agreement.

- 3.23 To comply with the university's policy on use of illegal drugs and misuse of legal drugs by Students. Available at: <https://www.roehampton.ac.uk/Corporate-Information/Policies/>  
**Breach of this Policy will be treated by the University as a serious breach of this Agreement, and could give rise to early termination of this Agreement under clause 5.2.**

**The keeping or use of illegal substances in the Accommodation or anywhere on the University's premises will be reported to the Police.**

- 3.24 Not to put anything harmful, or which is likely to cause or contribute to blockage, in any pipes or drains.
- 3.25 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Accommodation or the Contents.
- 3.26 Not to bring additional furniture (including items such as heaters, fridges and cookers) into the Accommodation or to move University supplied furniture and fixtures without prior permission from the Accommodation Office. Students who need to keep medication refrigerated may apply to the Accommodation Office for written permission to keep a fridge in their Accommodation.
- 3.27 Not to use the Room for any purpose other than as a study bedroom and not to use other parts of the Residence for any purpose other than for their designated use.
- 3.28 Not to share the Room or sub-let it or transfer occupancy to any person. **Breach of this clause will be treated by the University as a serious breach of this Agreement which could lead to termination of this Agreement under clause 5.2.**
- 3.29 To register all overnight visitors with the University's campus security (any visitor who will be in the Residence after 2am will be regarded as an overnight visitor). Not to have overnight visitors for longer than 3 consecutive nights and not to have overnight visitors for more than a total of 8 nights in one calendar month. Not to have more than one overnight visitor at a time. Any overnight guest must be over 18.
- 3.30 Not to cause any nuisance, offence, disruption, harassment, threatening behaviour or persistent disturbance to others. At all times Students must avoid creating noise at a level which interferes with the comfort, study or sleep of other residents or the occupiers of neighbouring property. **The above behaviours at any time will be treated as a serious breach of these Terms which could lead to termination of this Agreement under clause 5.2.**
- 3.31 Not at any time to have more than 4 people who are not resident in a flat in the Residence together in one flat without seeking permission from the College Life Development Officer with permission copied to the security service. Agreement from all residents in the flat must also be sought.
- 3.32 Not to add to or change the telephone services, the information technology services installation or supply in the Accommodation.

- 3.33 Not to bring into the Accommodation any animal (this includes mammals, fish, birds, insects and reptiles) unless it is an aid for a person with a disability. Students are requested to notify the University in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.
- 3.34 Not to keep any bicycle, vehicle or vehicle parts in any part of the Accommodation other than mobility assistance vehicles. Bicycles must be kept outside in the designated cycle bays which are available on a first come first served basis. Not to have any vehicle in any part of the University between the hours of 8.00 am and 4.30 pm unless it is a mobility assistance vehicle suitable for such use. Users of mobility assistance vehicles are requested to contact the University in advance of the Licence Period so that a parking permit for the vehicle can be arranged. Details of car parking arrangements are given in the Accommodation Handbook 2019-20. Nothing in this clause prevents the Student from loading and unloading their personal possessions at the start and end of term, provided the Student does not cause an obstruction or nuisance in doing so.
- 3.35 Not to cause any obstruction of the Common Parts. **Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of this Agreement under clause 5.2.**
- 3.36 Not to bring or use candles, incense or similar burning or smouldering materials in the Accommodation or to store or allow to remain in any part of the Residence, any inflammable or explosive substance. **Breach of this clause will be treated by the University as a serious breach of this Agreement which could lead to termination of this Agreement under clause 5.2.**
- 3.37 If a Room has a balcony it must be used in a responsible manner and not used for either an improper use or used irresponsibly. Examples of such improper use or irresponsible use can include but are not limited to sitting on any railings, drying washing, leaning over any railings including but not limited to passing items to adjoining rooms, lighting a barbeque, throwing items to the ground or storing possessions on. Playing loud music with the balcony doors open may cause a noise nuisance which could lead to termination of this Agreement (see clause 3.29).

Failure to use the balcony in a responsible manner will result in you being moved to a room without access to a balcony (see clause 12.2).

- 3.38 The Student authorises the University to use their personal data in connection with this Agreement in accordance with the Data Protection Act 2018 which may include but is not limited to: debt recovery, crime prevention, measuring satisfaction, allocating rooms or where there is a serious risk of harm to the Student or to others or to the University's or others' property. A copy of the University's policy on data protection can be found at <https://www.roehampton.ac.uk/corporate-information/information-compliance/data-protection/>

#### 4. University's Obligations

The University agrees with the Student as follows:

- 4.1 To provide the Services in accordance with the provisions of this Agreement.
- 4.2 To use the Deposit only as permitted by the provisions of this Agreement and to return the Deposit less any deductions made in accordance with the provisions of this Agreement within 28 days of the end of this Agreement.
- 4.3 Not to disclose personal information obtained from the Student except as authorised by the

Student in clause 3.38 of this Agreement or where there is serious risk of harm to the Student, to others, or to the University's or another person's property.

- 4.4 Upon request by the Student to provide the Student with the following information before the end of the first week of the Licence Period:
- (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
  - (b) health & safety advice such as how to avoid common fire risks; safe cooking; electrical safety and voltage differences;
  - (c) how to get access to the Accommodation in the event of the Student losing their keys;
  - (d) cleaning schedules and students' responsibilities for cleaning;
  - (e) the respective roles and responsibilities of the University and its resident students;
  - (f) health, welfare, and guidance on communal living;
  - (g) where to get advice on financial difficulties;
  - (h) where to get counselling;
  - (i) how to register with a local health service;
  - (j) the management structure for the Residence and contact details of the main Residence officers, with out-of-hours emergency contact details; and
  - (k) any special arrangements made to help with any disability the Student may have disclosed to the University.
  - (l) Maintenance Service Level Agreement

Much of this information can be found in the Accommodation Handbook 2019-20.

- 4.5 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carry, and allow the Student to inspect, appropriate identification documents.
- 4.6 To maintain the Contents are in good order and repair.
- 4.7 Upon request by the Student to ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Accommodation.
- 4.8 The University shall have complied with its obligations in this Agreement if it procures that someone else performs the obligations on its behalf. The University's rights may be exercised by the University and by any person or organisation authorised by the University to exercise those rights on its behalf.

## **5. Duration and Termination of Agreement**

- 5.1 The duration of this Agreement is for the Licence Period unless terminated earlier in accordance with the provisions of this clause.
- 5.2 The University may terminate this Agreement at any time by serving notice on the Student if:
- (a) Any payment is overdue by 14 days or more;
  - (b) The Student is in serious or persistent breach of their obligations under this Agreement;
  - (c) The Student ceases to be a registered student of the University;
  - (d) In the reasonable opinion of the University, the health or behaviour of the Student constitutes a serious risk to themselves or others or to the University's or another person's property;
  - (e) The student is deemed to be unfit to study following assessment under the University Fitness to Study Policy;

- (f) The Student occupies the Accommodation in order to facilitate the performance of their role as a flat representative and their role as a flat representative ends (howsoever ended).

On service of such a notice this Agreement will automatically terminate.

5.3 The Parties have entered into this Agreement on the understanding that the Student will pay the Licence Fee for the full Licence Period. The University may agree to the Student terminating this Agreement early but only if the Student first complies with **ALL** five conditions listed at (a) to (e) below. In such an event the Student will remain liable for the Licence Fee until all the conditions have been satisfied. The five conditions are:

- (a) The Student has completed and handed in a leaver's form (available from the University's Accommodation Office) to the Accommodation Office;
- (b) The Student settles any outstanding payment to the University and puts right all breaches (if any) of the Student's obligations under this Agreement, to the University's reasonable satisfaction;
- (c) The Student finds a replacement licensee who is not an existing licensee or tenant of the University to enter into a licence with the University to occupy the Room in their place. The University must be reasonably satisfied that the replacement is eligible to become a licensee. The University may use its reasonable endeavours to assist the Student in finding a replacement licensee but is not under any obligation to do so;
- (d) The Student pays the Default Payment related to any cleaning and/or administrative costs incurred by the University as a result of the Student's early termination of the Agreement.; and
- (e) The Student hands in their key (if applicable) for the Accommodation to the Accommodation Office or Security Office.

5.4 The University may waive the requirement in clause 5.3 (c) above if:

- (a) The Student's termination of this Agreement is due to their voluntary withdrawal from their course of study at the University or on grounds of ill health. Where the University so waives that requirement, the University will refund the Deposit, less any Default Payment or other sums due to the University under this Agreement; or
- (b) The Student is expelled from the University or otherwise becomes ineligible to occupy the University's accommodation due to their conduct or behaviour. Where the University so waives that requirement, the University may refund the Deposit, less any Default Payment or any other sums due to the University under this Agreement, if it is able to re-let the Room without incurring loss of rental income as a result of the Student vacating the Room.

5.5 The University's acceptance of the keys at any time shall not in itself be effective to terminate this Agreement.

5.6 Unless expressly stated otherwise in this Agreement, the termination of this Agreement does not cancel any of the Student's outstanding obligations to the University under this Agreement.

## **6. Liabilities**

6.1 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence, the University's breach of its obligations in this Agreement or the University's breach of its statutory obligations.

6.2 The University accepts liability for the actions of its employees and contractors whilst on

University business but not otherwise.

- 6.3 Personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to a maximum value of £5,000 in total) are insured under the Endsleigh Insurance Block Halls Policy, that insurance is subject to the conditions, exclusions, limitations and excesses. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this are on the Endsleigh website: [www.endsleigh.co.uk/personal/student-insurance](http://www.endsleigh.co.uk/personal/student-insurance)
- 6.4 The University is not liable for any failure in the provision of lighting, heating, water supply or any telecommunications service where the failure is due to a cause outside the University's reasonable control.
- 6.5 The University is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the University has an overriding statutory obligation to affect repairs or to make the Residence safe. Nothing in this clause shall prevent the University from claiming the costs of repair from a Student or group of students retrospectively where it is entitled to do so.
- 6.6 Where this Agreement allows the University to recover loss arising from the Student's breach of their obligations under this Agreement, the University may also recover losses arising from the Student's breach which are suffered by a third party acting on the University's behalf.

## **7. Deposit**

- 7.1 A deposit of £250 is payable to the University when the Offer is accepted. This Deposit shall be refunded to the Student within 28 days of the end of this Agreement, subject to the conditions in paragraph 7.2 below.
- 7.2 The University may retain all or part of the Deposit in settlement or part-settlement of any sums which the Student owes to the University under this Agreement including arrears of the Licence Fee, or any Default Payment.
- 7.3 The University reserves the right to deduct the reasonable costs of any payment of the Deposit if such payment is paid by a bank transfer. The Student will not have to pay any costs of returning the deposit if such payment is made by debit or credit card.
- 7.4 Should the Deposit be insufficient to meet the foregoing charges or costs the University reserves the right to charge the Student for any surplus costs and the Student shall promptly pay on demand by the University any further sums as may be reasonably required for such purposes.

## **8. Payments and Outstanding Debts**

- 8.1 The University shall issue the Student with a written statement of any payments payable under this Agreement. The Student shall have a period of fourteen days from the date the statement is received by the Student, to query or otherwise dispute the payment. If the payment is not disputed in this fourteen day period, the payment shall stand.
- 8.2 The Director shall make a final ruling on any disputed payment. Any disputed payment which the Director finds to be a proper payment, shall immediately become due and payable.

## **9. Distance Contracts**

- 9.1 This clause 9 applies only if the University and the Student have communicated exclusively by distance means (e.g., post, telephone, email) and have not met prior to the Student entering into this Agreement.
- 9.2 The University notifies the Student of the following:
- (i) The name of the supplier of your accommodation is Roehampton University and its address for matters in connection with this Agreement is Accommodation Office, Mount Clare, Minstead Gardens, London, SW15 4EE. The Student can contact the University by phone on 020 8392 3166 or by email at [accommodation@roehampton.ac.uk](mailto:accommodation@roehampton.ac.uk). The University's VAT number is: GB 603 0109 09. Day-to-day operational matters and enquiries may be referred to the University's Accommodation Officer responsible for the Residence.
  - (ii) The University is offering the Accommodation to the Student on the terms and conditions detailed in the Offer and in the Agreement. The price of the Accommodation is stated in the Offer and includes the Services.
  - (iii) If the Student accepts the Offer, payment is to be made in accordance with the terms of clause 3.1 above and as set out in the Offer. The Student's occupancy of the Accommodation will commence and end as specified in clause 5 above. If the Student accepts the Offer, the Agreement will be in place, and both the University and the Student will be bound by the terms of the Agreement.
  - (iv) The Student does not have a right to change their mind and cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as the Agreement concerns the supply of accommodation and provides for a specific date or period of performance.
  - (v) The University complies with the Universities UK/Guild HE Code of Practice for the Management of Student Housing, copies of which are available on the Student Accommodation Code website, <http://www.thesac.org.uk/the-code>.

## **10. Fire Safety**

- 10.1 Fire drills will be conducted during the academic year. The Student must take note of and follow the fire procedures on this and every occasion that the fire alarms sound and such instructions are provided in each Room.
- 10.2 The University will test all Student owned electrical items free of charge at the start of the Licence Period. The Student must not use any item which the University finds to be unsafe and any such item must be immediately removed from the Accommodation by the Student. Failure to remove any such item within 3 days of the request will result in the University removing the item without further notice to the Student and keeping it until such time as the Student collects it and undertakes to remove it from the Accommodation. Failure by the Student to do so, will result in the University keeping the item in storage for the remainder of the Licence Period. The Student will be required to make a Default Payment in relation to any storage costs. The University shall not be liable for any items lost or damaged in storage.
- 10.2 The misuse of fire prevention or detection equipment is illegal and dangerous and may result in the Student having to make a Default Payment if the University incurs any loss or damage as a result of such misuse.

10.3 If any fire extinguisher is discharged or any fire blanket is removed from its protective case without proper cause by the Student or their visitors, the Student will be required to make a Default Payment in relation to any costs incurred by the University in refilling the fire extinguisher and/or replacing the fire blanket. If any fire alarm is activated without proper cause by the Student or their visitors, or any fire/smoke/heat detectors are tampered with by the Student, the Student will be required to make a Default Payment in relation to any costs incurred by the University in carrying out any necessary safety checks.

## **11. Visitors**

11.1 The Student is responsible for the conduct of their visitors and must ensure that they behave to the same standards as the University expects the Student to behave as set out in this Agreement.

11.2 Visitors may not take part in any business activity whilst in the Residence.

11.3 The Student will be responsible for the costs of repairing any damage done by their visitors whilst on the University's premises.

11.4 The Student shall comply with the provisions of clause 3.28 in relation to overnight visitors.

## **12. Room Relocation or Transfer**

12.1 If for any reason beyond the University's control the Room is not ready for occupation at the start of the Licence Period the University will offer the Student comparable alternative accommodation. The Student shall be entitled to terminate this Agreement if the Room is still not ready for occupation after the first 4 weeks of the Licence Period, as an alternative to accepting the substituted Room. Where the alternative Room is in the same Residence and of the same or better type, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University agreed to provide.

12.2 The University reserves the right to relocate the Student to comparable alternative accommodation during the Licence Period. Where the University relocates the Student because their behaviour is prejudicial to the good order or the safe or smooth running of the Accommodation or the Student is otherwise in breach of their obligations under this Agreement, the Student may be required to make a Default Payment in relation to any costs incurred by the University in relocating the Student.

12.3 The Student may apply to the Accommodation Office for a transfer to another room in the Residence or at another University residence provided that they are in compliance with their obligations under this Agreement. The University cannot guarantee that the transfer will be granted but if it is, the Student will be required to enter into a new agreement for the new accommodation. The Student may be required to make a Default Payment in relation to any costs incurred by the University in relation to the transfer.

12.4 The University will make vacated rooms available to other students for room transfers. Transfers will not however be treated as replacements for the purpose of satisfying the Student's obligation to find a replacement as set out in condition 5.3(c). Refunds of the Licence Fee will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University. The University reserves the right to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

## **13. Damage and Loss**

13.1 The Student shall be fully responsible for any cost to make good any damage and/or loss to any part of the Room or Residence or the Contents caused by the willful act, omission or negligence of the Student, their guests or anyone within their reasonable control. The cost reasonably incurred by the University for making good any such damage and/or loss will be charged to the Student as soon as possible after it occurs. The Student shall pay these costs to the University within seven (7) days. If the Student fails to pay such costs by the due date for payment and within seven (7) days of the University notifying the Student in writing that the costs remain outstanding, the University may deduct the cost from the Deposit.

#### **14. Vacating the Accommodation**

14.1 The Student must vacate the Accommodation at the end of the Licence Period or on the termination of this Agreement howsoever determined.

14.2 The University shall inspect the Accommodation once it has been vacated by the Student. Where it is found that items on the inventory are either missing or damaged beyond what the inspector, in their reasonable discretion, decides fair wear and tear, the Student will be charged with the reasonable reinstatement value of such an item with reference to its prior listed condition on the inventory allowing for fair wear and tear.

14.3 Upon vacating the Accommodation at the end of the Licence Period or other specified time, the Student shall:

- (i) clean the Room;
- (ii) remove all personal effects and any unwanted items, and
- (iii) lock the Room and surrender any key provided to the University's Security Office before leaving the University's premises.

Failure by the Student to comply with this clause 14.3 will result in the Student having to make a Default Payment in relation to any costs incurred by the University for cleaning the Room; clearing the Room of items left or replacing the Room key (where applicable).

14.4 The University will take reasonable steps to inform the Student where any personal effects have been left in their Room. If the University is unable to contact the Student following reasonable attempts to do so, then the University may dispose of the personal effects in what it considers to be the most appropriate way, without incurring any liability.

#### **15. Suspension of use of Common Parts or Services**

15.1 The University may give any Student using Common Parts written warning if the Common Parts need to be kept cleaner or tidier. If there is no improvement on the date of the follow-up visit specified in the warning, the University will suspend use of the Common Parts for such time as it is reasonably necessary for the Students or the University to rectify the problem identified in the warning. The University will not provide alternative Common Parts during such period.

#### **16. Exclusion from Accommodation**

16.1 The University's Student Disciplinary Regulations provide that the University's Disciplinary Officers, as appointed by the Student Disciplinary Board, have the power to exclude students for a limited period from areas of the University. A Hearing Panel of the Student Disciplinary Board has

the power to exclude students permanently from areas of the University.

- 16.2 The power to exclude from areas of the University includes the power to exclude students from Accommodation and terminate the Agreement in appropriate circumstances, and Hearing Panels of the Student Disciplinary Board and Disciplinary Officers will exercise their respective powers in this regard in accordance with the procedures set out in the Student Disciplinary Regulations.
- 16.3 Designated senior officers are empowered under the Student Disciplinary Regulations to temporarily exclude a student from University accommodation for a defined period. Such action will normally be taken as a precautionary measure, whilst an allegation of a breach of the Terms of the Agreement or of the Student Code of Conduct is being considered and determined under the Student Disciplinary Regulations.
- 16.4 Where a student is excluded from Accommodation pursuant to the Student Disciplinary Regulations, alternative accommodation may be arranged to cover the period of the exclusion. This may or may not be in University-owned accommodation.
- 16.5 Any exclusion ordered under clauses 16.1 – 16.4 shall not be deemed to be in lieu of other proceedings under this Agreement or under the University's Student Disciplinary Regulations.

## 17. Complaints

- 17.1 If a Student is dissatisfied with the Services, administrative decisions taken by the Accommodation Office or the conduct of Accommodation staff, the student may make a complaint as soon as possible and the University encourages this to be made within no more than four weeks of the event or action.

Complaints must be made in accordance with the University Complaints procedure available at: [www.roehampton.ac.uk/accommodation/accommodation-complaints/](http://www.roehampton.ac.uk/accommodation/accommodation-complaints/)

## 18. Breaches of Agreement

- 18.1 Conduct that constitutes a breach of the Terms of the Agreement may also constitute a breach of the University's **Student Code of Conduct and may lead to disciplinary action under the Student Disciplinary Regulations.**
- 18.2 Where an allegation arises that a breach of the Terms of the Agreement has occurred, which if proven would also constitute a breach of the Student Code of Conduct, the allegation will be investigated and determined under the procedures set out in the Student Disciplinary Regulations.
- 18.3 Where an allegation arises that a breach of the Terms of the Agreement has occurred, which if proven would not also constitute a breach of the Student Code of Conduct, the allegation will be determined in accordance with the procedure set out in clauses 18.4 – 18.7 of the Agreement.
- 18.4 Subject to clause 18.6, a student found to be in breach of these Terms for the first time will normally be issued with a written warning by the Head of Accommodation Services.
- 18.5 In the event of persistent breach of these Terms the University may terminate this Agreement on giving written notice of the termination to the Student. In the alternative, the Director or delegate may issue a written warning to the Student.

- 18.6 In the event of a serious breach of these Terms the University may terminate this Agreement by giving written notice of the same to the Student.
- 18.7 In the event that this Agreement is terminated in accordance with clauses 18.5 and 18.6 above, the Director shall immediately provide written notification of the termination to the Head of Accommodation Services, the Head of Security and the Academic Registrar.
- 18.8 A Student excluded from Accommodation, either under the procedure outlined in clauses 18.4 to 18.7 above or under the Student Disciplinary Regulations, may not receive a refund of the Licence Fee if paid, and may remain liable to pay any outstanding Licence Fee if the University is unable to re-let the Room and recover any loss incurred from the Student's exclusion. Such Student will remain liable to make any other payments due to the University, and to fulfil any other outstanding obligations to the University under this Agreement.
- 18.9 A Student excluded from Accommodation shall not be permitted to return to or visit the Accommodation or other University residence without written permission from the Director or the Head of Accommodation Services.
- 18.10 The table set out at Schedule 1 of this Agreement contains a non-exhaustive list of acts by Students that will constitute a breach of the Terms of this Agreement and the **Student Code of Conduct, and the penalties that will usually be imposed for such breaches**. An indicative list of Default Payments is set out in Schedule 2 of this Agreement. This list is subject to amendment and an up-to-date copy is held and maintained by the Accommodation Office.
- 18.11 The Student shall pay costs incurred by the University resulting from any of their breaches of this Agreement or the Student Code of Conduct within the period specified by the Disciplinary Officer or the Hearing Panel of the Student Disciplinary Board. Any outstanding costs to the University at the end of the Licence Period will be deducted from the Student's Deposit. Where outstanding costs are greater than the Deposit, the University reserves the right to recover the excess amount through its debt recovery agents.

## 19. Appeals

- 19.1 A Student whose Agreement has been terminated under the procedure set out in the Student Disciplinary Regulations may appeal using the procedure set out in those Regulations.
- 19.2 A Student whose Agreement has been terminated other than under the Student Disciplinary Regulations may appeal against the decision under the procedure set out in this clauses 19. The Student shall not remain in the Accommodation pending the appeal. When submitting an appeal the student shall notify Registry of their current address.
- 19.3 The appeal shall be heard by an Appeals Panel ("the Panel") comprising a Pro Vice-Chancellor or Deputy Provost (as Chair), a Student Welfare Officer and the President or other representative of the Students' Union.
- 19.4 Any person in any way directly associated with the Student involved or in the circumstances leading to the hearing shall not be eligible to serve on the Panel.
- 19.5 A Student shall be given not less than five days' written notice of a meeting of the Panel. Such notice will be sent by recorded delivery to the Student's last known address as notified to Registry. The University will not be responsible if the Student does not receive the notice due to their failure to notify the University of a change of address.

- 19.6 The University shall be represented by the Head of Accommodation Services or their nominated representative.
- 19.7 A Student who is unable to attend a hearing of the Panel for good reason may seek a postponement of the hearing by giving prior written notice. If a Student fails to attend a hearing of the Appeals Panel for other than good reason acceptable to that Panel their absence shall not invalidate the Panel's proceedings and it may in its sole discretion dismiss the appeal or where it has sufficient evidence to do so, proceed to hear and determine the appeal as fully and effectually as if the Student had personally appeared before the Panel.
- 19.8 The Student is entitled to be accompanied by a support person. At the request of the Student, if the Chair and other members of the Panel so agree, the support person may speak on the Student's behalf.
- 19.9 If the Student or the University representative wishes to present documentary evidence before the Panel, such evidence shall be provided to the Chair of the Panel at least seven days before a hearing of the Panel.
- 19.10 The Student and the University representative will be sent copies of all documentary evidence presented to the Panel not later than four days before the meeting of the Panel.
- 19.11 New evidence not considered as part of the decision being appealed against will not be accepted by the Panel unless the Panel is satisfied that there is a good reason why the evidence could not have been presented before the decision being appealed against was made.
- 19.12 The Panel's decision shall be final and shall be notified to the Student in writing as soon as possible by recorded delivery to their address as notified to Registry. The Student shall be informed of their right to make a complaint to the Office of the Independent Adjudicator (OIA).

## **20. General**

### **20.1 Notices**

Any notice required or permitted to be given by either party to the other under this Agreement must be in writing unless the Student has a disability which prevents them from giving written notice. Notices to the University may be sent by post or e-mail, and will take effect: if sent by first class pre-paid post, on the third working day after posting; if sent by airmail, on the seventh working day after posting; and if sent by e-mail, immediately provided the sender has a clear report showing delivery to the correct e-mail address. Notices to the University must be addressed and delivered to its registered office (Grove House, Roehampton Lane, London, SW15 5PJ) or to an e-mail address provided by the University for the serving of notices, or to any other address notified in accordance with this clause. Notices to the Student may be served by leaving it at the Accommodation with a copy being sent via e-mail (unless the University is aware that the Student has ceased to occupy the Accommodation) or by first-class post to the Student's last-known address.

### **20.2 Waiver**

No waiver by the University of any breach or alleged breach of any provision of the Agreement including these Terms by the Student shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **20.3 Invalid Clauses**

If any provision of the Agreement including these Terms is held by any competent authority to

be invalid or unenforceable in whole or in part the validity or enforceability of all other provisions of the Agreement including these Terms and the remainder of the provision in question shall not be affected.

**20.4 Headings**

The headings in these Terms are for convenience of reference only and shall not affect their interpretation.

**20.5 Third Party Rights**

This Agreement does not create any rights enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

**20.6 Variation**

This Agreement and the policies referred to in it, contain all the terms agreed to by the University and the Student regarding the Accommodation at the time this Agreement comes into effect and any variation to the terms will only apply if agreed between the Student and the University. The University's Accommodation Office will confirm any agreed variation to the Student in writing at the time the variation is made.

**20.7 Law and Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit.

## SCHEDULE 1

### NON-EXHAUSTIVE LIST OF ACTIONS BY STUDENTS THAT WILL CONSTITUTE BREACHES OF THE TERMS OF THIS AGREEMENT AND THE UNIVERSITY'S CODE OF CONDUCT AND THE USUAL PENALTIES THAT WILL BE IMPOSED FOR SUCH BREACHES

ACTIONS	PENALTY First Offence	PENALTY Second Offence
Deliberately starting or attempting to start a fire or explosion	Eviction via Student Disciplinary Board	N/A
Persistent non-compliance with fire safety precautions e.g. obstructing fire escape routes, wedging open fire doors, use of unauthorised electrical equipment such as portable heaters	Community service, Online training	Formal written warning (Eviction via Student Disciplinary Board for third offence)
Use of candles or other naked flames, incense and smouldering items	Formal written warning, Community service, Online training	Eviction via Student Disciplinary Board
Negligent cooking in kitchens, cooking in bedrooms	Formal written warning, Community service, Online training	
Smoking cigarettes or electronic cigarettes in accommodation	Formal written warning, Community service, Online training, Payment of cost of deep clean of Room	
Smoking cannabis in accommodation (will also be considered under the Policy on the Use of Illegal Drugs)	Formal written warning, Community service, Online training Payment of cost of deep clean of Room	
Covering or disabling the smoke detector	Formal written warning, Community service, Online training, Payment of cost of smoke detector inspection	
Malicious or reckless activation of any fire call point	Formal written warning, Community service, Online training, Payment of cost of Security and Fire Brigade attendance	
Tampering with fire extinguisher, fire blanket, fire signage, emergency lighting, alarm sounders, fire panel.	Formal written warning Community service Online training Payment of cost of replacing/repairing item	
Malicious or reckless damage to property	Formal written warning Cost of replacing or repairing item Payment of cost of deep cleaning the Room	

## **SCHEDULE 2**

### **INDICATIVE LIST OF ESTIMATED DEFAULT PAYMENTS**

**(THIS LIST IS SUBJECT TO AMENDMENT AND AN UP-TO-DATE COPY IS HELD AND MAINTINED BY THE ACCOMMODATION OFFICE)**

- Fire Brigade attendance – £500
- Security attendance for fire alarm activation - £26
- Inspection of a smoke detector by an engineer - £150
- Deep cleaning a room - £40 for Room, £40 for bathroom
- Replacing a fire extinguisher - £100 replace / £40 refill
- Replacing a fire blanket - £30
- Repairing or replacing signage - £15

**LAST REVIEWED JULY 2019**