

## Terms and Conditions of Licence to Occupy a Room in Halls of Residence 2020/2021

### 1. Licence

- 1.1. This Halls Licence is a legally binding document. By signing the Licence you are agreeing to the terms and conditions of the agreement for the whole period.
- 1.2. If your course extends beyond the end of your licence period and you require halls accommodation, you may be required to move rooms and will be required to pay rent for the additional nights in advance, and you must contact the Accommodation Service to agree terms of residence.
- 1.3. **Any** breach of this Licence Agreement may lead to you being issued with a Notice to Quit and being asked to leave the accommodation.
- 1.4. The University reserves the right to require you to move rooms immediately without prior notice.
- 1.5. You must comply with any reasonable instructions issued by any member of staff or any agent of the University. Failure to do so will be considered a breach of licence.
- 1.6. You must behave with consideration to other residents, members of the halls community and external community at all times. Aggressive or threatening behaviour towards other residents or University staff is unacceptable.
- 1.7. You must carry your University ID card with you at all times; if you do not, you may be refused access to your accommodation.
- 1.8. Failure to pay rent, or comply with the terms and conditions of the Licence, will result in the University giving 28 days' notice to leave the accommodation.
  - 1.8.1. If a Notice to Quit is suspended pending future good behaviour and a subsequent breach of the licence is committed, a second Notice to Quit will not be issued. We will issue a 7-day warning and then take County Court action.
  - 1.8.2. If, for any reason, a Notice to Quit is enforced, then future applications for University Accommodation will be declined.

### 2. Residential Fees

- 2.1. By accepting University accommodation you are agreeing to live by these terms and conditions and to pay your rent in full for the duration of the Halls Licence, irrespective of actual days in residence.
  - 2.1.1. No refund will be made for any absence from the accommodation due to vacation periods late arrival or early departure.
  - 2.1.2. You will not be charged for any period of residence that is not required as a direct result of a public health emergency, such as Covid-19.
- 2.2. Rent can be paid in two ways:
  - 2.2.1. The fee for the total residential period is paid in full before or at the time of moving into the accommodation.
  - 2.2.2. The fee for the total residential period is paid in instalments. Payment details will be provided to you as part of the booking process.
- 2.3. If a debt persists, 28 days' notice to quit may be given, and under these circumstances the University will charge the cost of the court fees to a your account. Other legal charges, such as warrant fee, will also be charged.
  - 2.3.1. Outstanding debts will be passed to an external debt collection agency.

2.4. The residential fees are as follows:

Halls	Weekly Rate
Brook Street Halls	£80.00
Brook Street Halls - Studio	£150.00
Hughenden Park Student Village - Ensuite	£130.00
Hughenden Park Student Village - Studio	£165.00
Windsor House - Ensuite	£159.00
Windsor House - Studio	£175.00

### 3. Vacating Your Room

- 3.1. You must vacate your halls room by the end of the Licence period.
- 3.2. Room keys must be returned to Security by 9.00am on the last day of your licence unless you have made an arrangement to stay longer (as clause 1.2), in which case your keys can be exchanged as agreed.
- 3.3. Any possessions left in a room after the end of the licence will be disposed of as follows:
  - 3.3.1. Perishable items will be thrown away immediately.
  - 3.3.2. Lower-value items will be disposed of, via a charitable organisation where possible.
  - 3.3.3. Higher-value items will be stored for 4 weeks and then disposed of, via a charitable organisation where possible.

### 4. Giving Up Your Halls Place Early

- 4.1. Students commencing their first year of study with the University can terminate the licence within seven days of the date their residency began, provided they give the Accommodation Service two weeks' notice and pay for cleaning of the room. With exceptions detailed clause 4.5, below. This option is not available to returning students.
- 4.2. In all other cases, the licence is an absolute covenant and rent must be paid until the end of the licence period, unless your room is re-let to another student acceptable to the University. The room can only be re-let through the Accommodation Service. With exceptions detailed clause 2.12
- 4.3. In exceptional circumstances, an appeal to leave earlier can be made in writing to the Accommodation Officer on medical grounds. With exceptions detailed clause 4.5, below.
- 4.4. Students who withdraw from Buckinghamshire New University are permitted to end the licence, provided two weeks' notice is given to the Accommodation Service and cleaning of the room is paid for, with exceptions detailed clause 4.5, below.
- 4.5. No appeals or withdrawals can be accepted after the 1<sup>st</sup> May.
- 4.6. If withdrawal is agreed, then rent will be charged up to the day the room keys are returned to security or to the last day of the notice period, whichever is later.
- 4.7. If you are asked to vacate your hall room due to misconduct or breach of Licence, you will still be charged rent/damages to cover the value of rent until the end of the licence period, unless your room is re-let to another student acceptable to the University.

### 5. Vacation Residence

- 5.1. You may live in your room during the short vacations at Christmas and Easter. You will be charged for these periods, whether you remain or not.
- 5.2. You should notify the Accommodation Service of your intention to stay during short vacations and give the dates you will be resident, for Health and Safety reasons.

### 6. Right of Forfeiture

- 6.1. If you fail to pay the required rent or fail to comply with the Conditions and Regulations of Residence, the University is entitled to enter and repossess your room, and your right to occupy the room will cease immediately, subject to due legal process.

## **7. Ceasing to be a Student with Buckinghamshire New University**

- 7.1. When a student has, for any reason, ceased to be a current full-time student with Buckinghamshire New University, he/she is required to inform the Accommodation Service immediately and vacate his/her room and the licence will terminate immediately, subject to due legal process.
- 7.1.1. Refer to section 4 for terms and conditions relating to departure.
- 7.1.2. If a student fails to vacate immediately, they will be deemed to be an unauthorised occupier and any monies accepted from him/her by the University shall be deemed to be payment of damages for use and occupation and not rent.

## **8. Room Transfer**

- 8.1. You must discuss any request concerning a change of room with the Accommodation Service.
- 8.2. Any room transfer is agreed at the discretion of the Accommodation Service, and is not guaranteed.
- 8.3. The cost of cleaning the original room must be paid in advance to the Accommodation Service before the transfer.
- 8.4. Any student with outstanding accommodation fees will not be allowed to transfer rooms until the debt is settled, unless the transfer is to cheaper accommodation on financial grounds.
- 8.5. Any student with an existing notice to quit will not be allowed to transfer rooms.
- 8.6. You cannot transfer rooms without permission from the Accommodation Service, even if you have found someone to swap with.

## **9. Cleanliness**

- 9.1. Housekeeping staff will clean all communal areas on a weekly basis, but the areas must be kept accessible; if, due to the condition of a flat, cleaning cannot be easily undertaken then the service will be withdrawn. The cleaners' role is to support you with cleaning communal facilities; you must still leave all communal areas, including kitchens, bathrooms and corridors, clear after use.
- 9.2. If washing up is not done following a written warning from the Accommodation Service, then the items will be removed and disposed of to ensure the health of residents is not at risk.
- 9.3. Failure to keep all communal areas in a suitable state of cleanliness will result in the Accommodation Service engaging cleaners to undertake additional cleaning and all residents of the flat being charged and it will be considered a breach of the Licence.
- 9.4. You must take responsibility for managing your waste, including taking a social responsibility for your recycling, using the appropriate receptacles in the kitchen. Cleaners will remove all waste and recycling on at least a weekly basis.
- 9.5. The University has the right to close a kitchen that does not conform to reasonable standards of cleanliness, for health and safety reasons.
- 9.6. You are not permitted to throw anything from the windows of the halls.
- 9.7. You must provide your own cleaning materials.
- 9.8. If, at the end of the Licence Period, the facilities are left in a poor state of cleanliness then a charge for cleaning will be invoiced, this includes bedrooms and communal areas.
- 9.9. The Accommodation Service staff can inspect halls bedrooms during the occupancy period.
- 9.9.1. If, at the time of inspection, your room fails to reach satisfactory standards of cleanliness, you will be requested to make an improvement within 7 days. If your room is persistently below standard you will be charged to have your room professionally cleaned and it will be considered a breach of the Licence.

## **10. Use of the Accommodation / University Grounds**

- 10.1. You cannot use the halls of residence for any illegal purpose or commit any illegal act in or relating to the accommodation.
- 10.2. You cannot use the halls of residence as a location from which to run any kind of business.

## **11. Guests**

- 11.1. You must not sublet your room.
- 11.2. Rooms are for single occupancy only. Overnight guests are not permitted at any time.
- 11.3. Guests are permitted at the discretion of the Accommodation Service and governed by the Guest Procedure. Details are available from the Accommodation Service, online, and at the halls.
- 11.4. The guest procedure can be changed by the university at any time as a result of government guidance and specific risks due to specific circumstances, such as Covid-19.

## **12. Keys & Cards**

- 12.1. You will be issued with keys/card/fob on arrival.
- 12.2. All lost keys and access cards/fobs must be reported to the Accommodation Service. A charge will be made for any replacements.
- 12.3. You must never give your keys or fob to another student or guest.

## **13. Additions/Alterations to Room**

- 13.1. No supplementary heating is permitted in halls.
- 13.2. All rooms have 13 amp sockets; a multi-point extension block on the end of a cable with a fused plug may be used.
  - 13.2.1. Multi-adaptors are not permitted.
- 13.3. It is your responsibility to ensure that all electrical appliances you bring to University are approved and tested to current safety standards, i.e. PAT tested. Any damage caused as a result of failure to adhere to this may be charged to the student.
  - 13.3.1. The University reserves the right to remove any electrical appliance considered to be unsafe or causing a nuisance.
- 13.4. Due to strict fire regulations, you are not permitted to personalise your room or communal spaces by either removing or moving the existing furnishings (this includes curtains), or by adding your own. If furniture has to be rearranged at the end of the licence period, a charge will be made.

## **14. Noise**

- 14.1. In halls you are part of a close-knit community, and the rights of neighbours should be respected. Complaints regarding noise at any time during the day or night, will be treated as a breach of the licence.
- 14.2. If a complaint concerning noise is made and a request to reduce the level of noise is ignored, the University reserves the right to remove and confiscate equipment causing the noise.
- 14.3. Musical instruments are only permitted if played at a reasonable volume and reasonable times. The University reserves the right to confiscate any instrument causing a noise nuisance to other residents.
  - 14.3.1. Decks and sub woofers are not permitted in halls.
- 14.4. Parties are not allowed within the halls of residence.
- 14.5. Construction work may be undertaken at and around the halls of residence throughout the duration of the licence period. By accepting this Licence Agreement you are accepting that there may be some noise disturbances as a result.

## **15. Pets**

- 15.1. You are not permitted to keep any animals in halls (this includes but is not limited to birds, insects, fish, rodents, reptiles).

## **16. Access to Accommodation by University Staff or Agent of the University**

- 16.1. University employees or an agent of the University, including Senior Residents, are entitled, when necessary, to gain access to your room in normal pursuance of their duties.
- 16.2. University employees or an agent of the University, including Senior Residents, are entitled to access to your room for random Health and Safety, cleanliness and maintenance inspections, without prior notice.
- 16.3. University employees or an agent of the University, including Senior Residents, are entitled to access to your room for random drug checks, without prior notice.
- 16.4. University employees or an agent of the University, including Senior Residents, are entitled, when necessary and without notice, to gain access to communal areas in normal pursuance of their duties.
- 16.5. It may on occasion be necessary to allow external visitors, such as on University Open Days, to access to the communal areas.

## **17. Damage and Defects**

- 17.1. You must check your room and communal spaces and complete and return an inventory form within 7 days of moving in.
- 17.2. Damage and defects must be reported immediately to the halls reception or online.
- 17.3. You are not permitted to carry out any repairs or modifications to the accommodation.
- 17.4. Any damage to individual rooms will be charged against the occupant or person responsible if identified.
- 17.5. Posters should be confined to the pin board area.
  - 17.5.1. The cost of repairing walls or other furniture, due to use of fixing agents, will be charged to you.

- 17.6. Any item lost, stolen or deliberately or accidentally broken will be individually charged for either replacement cost or repair.
- 17.6.1. Un-attributed damage will be shared between residents of the unit and invoiced to each student.
- 17.6.2. An appeal against un-attributed damage must be made in writing to the Accommodation Officer within 14 days of notification of damage and supported by appropriate evidence.
- 17.6.3. Malicious, accidental or deliberate damage to University property or the belongings of other residents is unacceptable and will be considered a breach of the Licence.

## **18. Bicycles, Cars, Motor Cycles and Parking**

- 18.1. The storage of bicycles, scooters and segways/hoverboards is not permitted in bedrooms or communal areas (including hallways and staircases).
- 18.2. Bicycles should be stored in the bicycle racks, which are provided at each halls of residence.
- 18.3. Buckinghamshire New University is not responsible for loss or damage to vehicles or bikes.
- 18.4. No resident is permitted to have a car, moped or motorcycle in High Wycombe.

## **19. Fire and Emergency Procedures**

- 19.1. As soon as you hear the fire alarm emit a continuous sound, you must evacuate the building immediately.
- 19.2. In the event of fire, raise the alarm, carry out the actions instructed on the fire notices and inform the security team and Senior Residents.
- 19.3. Any intentional or reckless interference with, or misuse of, fire extinguishers, smoke detectors, fire alarms or fire escape routes is prohibited and a criminal offence under Section 8 of the Health and Safety at Work Act, 1974. You risk six month's imprisonment or a fine of up to £2000.00.
- 19.4. Any obstructions of escape routes or belongings in communal areas that may cause a fire hazard are unacceptable and may be removed by a member of the Accommodation Service without notice.
- 19.5. Masking of fire detectors is a serious risk to all residents and a breach of this licence. It can incur a fixed penalty fine enforced by the Fire Brigade and a Police record.
- 19.6. Drunkenness or first offences will not be considered to be an excuse.
- 19.7. In order to reduce the risk of fire, the use of candles, incense, naked flames, chip pans and paraffin/gas appliances are prohibited and the smoking of sheesha pipes is forbidden.
- 19.8. Beanbags and inflatable items of any kind are not permitted.
- 19.9. The use or storage of fireworks and pyrotechnics is prohibited.
- 19.10. No fridges, toasters, kettles or other kitchen appliances may be used in bedrooms.
- 19.11. No pressurised gas of any kind can be kept in the halls.

## **20. Smoking and Drugs**

- 20.1. There is no smoking permitted anywhere inside the halls of residence; this includes e-cigarettes.
- 20.1.1. The cost of any necessary repair related to smoking in the accommodation, such as cleaning or decoration will be charged to the student.
- 20.2. You are not permitted to be in possession of or take any controlled substances in halls.
- 20.2.1. The University works closely with the police and drug prevention is a key priority. The University reserves the right to undertake random drug checks at the halls of residence.
- 20.3. The production and supply of psychoactive substances (legal highs) is prohibited by law and is not permitted in the halls of residence.

## **21. Criminal Convictions**

- 21.1. At the time of application for accommodation you must declare any criminal conviction in the following categories:
  - 21.1.1. Violent offences
  - 21.1.2. Sexual offences
  - 21.1.3. Drugs
  - 21.1.4. Firearms
  - 21.1.5. Arson
  - 21.1.6. Terrorism
- 21.2. Having a conviction may not automatically prevent an offer of accommodation being made, but failure to declare will be considered breach of the contract and will result in the loss of accommodation.

## **22. Health, Safety & Security**

- 22.1. Please report any hazards immediately to the Accommodation Manager, Senior Resident or Security.
- 22.2. You are not permitted to be in possession of any weapon in your room or any part of the Halls of Residence (this includes but is not limited to knives, firearms, swords, airguns, pistols, BB guns, and bow and arrows).
- 22.3. All students are responsible for helping to ensure that the halls of residence are a safe and secure environment, any act or omission contrary to this, including in relation to personal safety, will be considered a breach of the Licence.

## **23. Covid-19/Coronavirus**

- 23.1. You are required to observe government guidance in relation to a public health emergency, such Covid-19.
- 23.2. In the case of Covid-19 you must adhere to the following, based on each flat in halls being considered a 'household' (although the university may ease restrictions in line with government guidance):
  - 23.2.1. If you have recently experienced Covid-19 symptoms, or been in contact with someone who has, you should not arrive at the halls until self-isolation, in line with current government guidance, has finished.
  - 23.2.2. If you develop Covid-19 symptoms while at the halls, or come in contact with someone who has, you must self-isolate in line with government guidance and inform the University.
  - 23.2.3. You must abide by any guest restrictions.
  - 23.2.4. You must follow social distancing at all times and follow government guidance on social distancing and hygiene and take recommendations to avoid the spread of Covid-19.
  - 23.2.5. Once you arrive at the halls, you must not move between households once the contract starts (i.e. not moving between halls and a home address or that of a close friend).
  - 23.2.6. You cannot gather in another flat in the halls.
  - 23.2.7. Strict flat and personal hygiene, wiping down surfaces and washing hands regularly.

## **24. Medical**

- 24.1. All students in halls must register with a local doctor within 14 days of moving into halls.

## **25. Insurance of Personal Property**

- 25.1. We offer contents insurance to all students living in Halls of Residence. You will be provided with details as part of the online induction process. You are responsible for checking the level of cover and determining whether it meets your needs. The cover is offered through Endsleigh.

## **26. TV Licence**

- 26.1. All students are responsible for determining whether they need a licence and must take responsibility.
- 26.2. There are no TV aerial sockets in bedrooms, only in kitchens. In addition, reception to portable aerials can be inconsistent; we therefore suggest that you check the signal before purchasing a TV licence for your room. You are required to have a licence if you have a TV, even in the kitchen, but you can discuss this with your flatmates when you arrive. As part of your internet provision in Halls; Freeview is provided. Any use of this service will require you to purchase a TV Licence.

## **27. Internet**

- 27.1. The basic internet service is provided free of charge by the University; the cost is not included in the rent.
- 27.2. Anyone removing or interfering with the computer network will lose the right to connectivity and will be charged for repairs.
- 27.3. When using the internet in accommodation you are subject to the external supplier's terms and conditions of use.

## **28. Launderette**

- 28.1. The University cannot accept responsibility for any loss or damage. All laundry facilities are used at your own risk.