

UNIVERSITY OF HERTFORDSHIRE

TERMS AND CONDITIONS OF LICENCE FOR OCCUPATION BY FULL-TIME STUDENTS OF THE UNIVERSITY OF HERTFORDSHIRE OF UNIVERSITY LEASED ACCOMMODATION

1 DEFINITIONS

For the purposes of this Agreement the following definitions will apply:

1.1 “Accommodation Summary”

the written summary of the main details of the accommodation provided to the Licensee by the University in the letter sent to the Licensee prior to the formal booking of the Room;

1.2 “Code”

the ANUK/Unipol Code of Standards for Larger Residential Developments for student accommodation managed and controlled by educational establishments;

1.3 “Common Areas”

any kitchens bathrooms corridors stairways lifts common rooms or other areas in shared use in the Property;

1.4 “Cooling Off Period”

the period of 7 days during which the Licensee is entitled to cancel the Agreement as described in clause 5.1;

1.5 “Deposit”

the security deposit retained by the University to be used by the University in accordance with Clause 6 below;

1.6 “Incorporated Provisions”

the documents referred to in clause 3.3;

1.7 “Licence fee”

the amount specified in the Accommodation Summary that will be paid to the University by the Licensee for the use and occupation of the Room in accordance with the arrangements set out in the Accommodation Summary;

1.8 “Licence Period”

the period specified in the Accommodation Summary for which the Licensee may occupy the Room;

1.9 “Licensee”

the student/prospective student named in the Accommodation Summary;

1.10 **“On-line Booking System”**

the University’s on-line booking system used for the booking of University Leased Accommodation;

1.11 **“Property”**

the house or other building in which the Room is located and includes any fixtures fittings plant machinery and contents in the building;

1.12 **“Room”**

the accommodation specified in The Accommodation Summary or such other Room as is allocated to the Licensee from time to time at the University’s discretion in accordance with Clause 8 of these Terms and Conditions, together with the fixtures, fittings and contents therein;

1.13 **“the Terms and Conditions”**

these 'Terms and Conditions of Occupation by Full-time Students of the University of Hertfordshire of University Leased Accommodation';

1.14 **“the University”**

The University of Hertfordshire Higher Education Corporation;

1.15 **“University Accommodation”**

Purpose built or converted residential accommodation, owned, leased or managed by the University, which is specifically allocated to students;

1.16 **“University Leased Accommodation”** means privately owned residential accommodation leased by the University for subletting to students;

2 ADDRESSES AND METHODS FOR WRITTEN NOTIFICATION

2.1 Any written notification made to the University required under this Agreement must be addressed to the Head of Residential Allocations, University of Hertfordshire, College Lane, Hatfield, Herts. AL10 9AB, or by email at accommodation@herts.ac.uk ;

2.2 Any written notification or other relevant communications made to the Licensee by the University in connection with this Agreement will wherever possible be sent to the Licensee’s email address as notified by the Licensee to the University. The Licensee is required to keep the University informed of any changes of email address. The University may additionally communicate with the Licensee by other means including post, SMS message and telephone and by the notice boards in the Property.

3 THE ROOM LICENCE

3.1 In consideration of the Licence Fee the University grants the Licensee the permission to occupy the Room described in the Schedule hereto subject to the

Terms and Conditions and the Incorporated Terms for the Licence Period unless terminated in a manner provided for in these Terms and Conditions.

- 3.2 This Agreement is a 'licence to occupy'. The Agreement is not intended to give exclusive possession to the Licensee, nor to create a relationship of landlord and tenant between the parties. The Licensee shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other security of tenure now or upon termination of this Agreement.
- 3.3 Apart from these Terms and Conditions this Agreement includes the following Incorporated Provisions:
- i. the Accommodation Summary;
 - ii. the Code of Conduct for Students in Residential Accommodation ("Code of Conduct"); and
 - iii. the University's car parking policy.
- 3.4 The University may in its absolute discretion require the Licensee to vacate the room for a period of time during the Easter vacation and/or the Summer vacation where applicable (as defined in the University Calendar) on giving the Licensee not less than 28 days notice in writing. If the Licensee is required to vacate the room in these circumstances the University will refund to the Licensee (or waive payment if payment has not already been made by the Licensee) the Licence Fee paid by the Licensee for each day of the notified period during which the Licensee is not in occupation.

4 STATUS OF THE LICENSEE

- 4.1 It is a condition of this Agreement that the Licensee remains a full-time student of the University of Hertfordshire throughout the Licence Period specified in The Accommodation Summary.

5 ACCEPTANCE CANCELLATION OF THIS AGREEMENT

- 5.1 Subject to clause 5.3 if the booking of the Room is concluded by the confirmation procedure contained in the On-line Booking System or by any procedure which is not in person, then this Agreement is formed at the later of:
- i. confirmation of the booking by the Licensee; and
 - ii. receipt by the University of the Licensee's Deposit provided that the Deposit must be received no later than 7 days after the date on which the Licensee confirms its booking through the On-Line Booking System or other remote procedure after which expiry the offer of accommodation by the University will lapse unless the University at its absolute discretion agrees to accept the booking; and

provided that the Licensee's obligations under this Agreement are subject to the Cooling Off Period which will commence on formation of this Agreement. The Licensee is entitled to cancel the booking within the Cooling Off Period without incurring any charges; and

- 5.2 Subject to clause 5.3 if the booking of the Room is concluded in person, then this

Agreement is formed either at the later of:

- i. the date that this signed Agreement is received by the University following an offer of a Room being made to the Licensee by the University; and
- ii. receipt by the University of the Deposit;

or (if earlier) on the date that the Licensee takes up occupation of the Room.

5.3 For the avoidance of doubt, by taking up occupation the Licensee accepts and is bound by the Terms and Conditions and the Incorporated Provisions whether or not the signed Agreement is received by the University or whether or not the booking was formally concluded by the On-Line Booking System or any other remote procedure in accordance with clause 5.1.

6 DEPOSIT

6.1 The Licensee agrees that the Deposit paid to the University by the Licensee shall be retained by the University subject to the remaining provisions of this clause 6. If the Licensee has not paid the Deposit to the University prior to taking occupation of the Room, then it shall do so within 3 days of taking occupation.

6.2 The University may debit the Deposit in order to settle any unpaid Licence Fees or other unpaid charges fees costs or expenses properly imposed and payable by the Licensee to the University pursuant to the terms of this Agreement. The University shall notify the Licensee of any deductions made from the Deposit.

6.3 Subject to clause 6.4 at the end of the Licence Period and subject to the Licensee having vacated the Room the University shall use reasonable endeavours to repay the Deposit to the Licensee after deducting from it any items allowed under clause 6.2 within 4 to 8 weeks of the later of the end of the Licence Period and the date on which the Licensee vacates. It is the Licensee's responsibility to provide correct contact details for the return of the Deposit.

6.4 The University shall be entitled to retain the Deposit at the end of the Licence Period if at the end of the Licence Period the Licensee has made any subsequent booking of accommodation with the University in respect of which a security deposit is required.

7 PAYMENT OF LICENCE FEE AND OTHER FEES

7.1 Having accepted the offer of accommodation the Licensee is liable for the Licence Fee for the entire Licence Period specified in The Accommodation Summary whether or not the Licensee is in occupation unless this Agreement is terminated in one of the circumstances identified in clauses 12, 13 or 14.

7.2 If the Licensee fails to pay the Licence Fee or any other charges or fees properly imposed and payable in accordance with the terms of this Agreement on the date it is due the University may (in addition to any other remedies available to the University) charge the Licensee a late payment charge for each month that the Licence Fee remains unpaid of £25. Such charges are in respect of the administration and other expenses incurred by the University arising from late or non-payment.

7.3 Where the Licensee is allocated to a double room which is occupied at any time as a

single room, the Licensee is liable for single room Licence Fee.

8 ALLOCATION OF UNIVERSITY ACCOMMODATION

8.1 The University will endeavour to make available to the Licensee the Room specified in The Accommodation Summary. However, the University reserves the right at any time to allocate to the Licensee a Room other than that specified in The Accommodation Summary and may require at any time that the Licensee moves forthwith to a different Room and/or in a different building in the University Leased Accommodation or University Accommodation and/or in a different location for appropriate management reasons including without limitation:

- i. reasons of repair or fitness for occupation;
- ii. to accommodate students with specific medical conditions or disabilities;
- ii. for the well-being of yourself or other students which may include addressing reasonable behavioural or health-related issues.

The Licensee will be given as much notice as reasonably possible prior to any room move. If the University is required to take legal action to implement the room move, then the Licensee shall be responsible for the University' legal costs and court fees in connection with such action.

8.2 The Licensee may not move to another room in either University Leased Accommodation or University Accommodation without first obtaining prior written approval of the University's Residential Allocations office. If consent is given the Licensee will be charged an administration fee in connection with the move of £25 to cover the costs of the move.

9 OBLIGATIONS OF THE UNIVERSITY

9.1 The University agrees that the Licensee paying Licence Fee and performing and observing his or her obligations under this Agreement may peaceably occupy the Room and have the use of any communal areas within the Property and the fixtures, fittings and contents therein as detailed in the inventory therein during the Licence Period without any interruption by the University subject to the provisions in this Agreement.

9.2 The University shall maintain as far as reasonably possibly supplies of electricity, heating and hot water to the Property throughout the Licence Period (power cuts, machinery breakdown, industrial action or other matters reasonably beyond the University's control excepted). The University shall use reasonable endeavours to restore any supply as soon as reasonably possible.

9.3 The University shall comply with the Landlord and Tenant Act 1985 Section 11 as to its responsibility for repairs of the Property and may discharge that duty itself or may procure that the superior landlord discharges those duties pursuant to the terms of the superior lease under which the University holds the Property.

9.3 The University shall use reasonable endeavours to manage the Property and its relationship with students occupying rooms in the Property in accordance with the Code.

10 OBLIGATIONS OF THE LICENSEE

10.1 The Licensee will at all times comply with the Terms and Conditions and the Incorporated Provisions and with other regulations reasonably imposed by the University from time to time and notified to the Licensee in connection with the management security and safety of the University's Accommodation and wider campus estate. The Licensee is specifically reminded that it must adhere to restrictions against and regulations relating to car parking and car use on University campus property contained in the Parking Policy.

10.2 Further, the Licensee agrees:

- i not in any way to part with or share possession of the Property except for any sharing required by the University where the Room is a double room;
- ii not to do or suffer to be done in the Room the Common Areas or in the Property:
 - a anything which may be or become a nuisance to the University or to other licensees or occupiers of any adjoining rooms or premises;
 - b anything which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance;
- iii to show respect and consideration for other persons living and/or working in the University Accommodation or University Leased Accommodation at all times including language, general behaviour and treatment of other people's property;
- iv Not to harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, belief, race, culture, disability or lifestyle), use violence towards or threaten violence towards or verbally assault any such person;
- iv not to smoke in the room the Common Areas the Property or other University Accommodation or University Leased Accommodation. This includes the use of E-cigarettes.
- v not to use unauthorised electrical equipment. The alteration of any electrical equipment is strictly forbidden;
- iv to keep noise in the Room and the Common Areas generally at a level that does not interfere with study sleep or comfort of other residents, staff and neighbours. Specifically,
 - a. not to make or allow any noise to be made between 23.00 hours and 08.00 hours that is audible outside the Room; and
 - b. observe any examination time noise restrictions;
- v to maintain the Room and the Common Areas in a clean condition and not to damage or injure the Room the Common Areas or the Property or make any alteration or addition either to the Room the Common Areas or to the Property;
- vi to preserve the furniture fixtures and fittings from being destroyed or

damaged and not remove any of them from the Room the Common Areas or the Property;

- vii to notify Housing Services office or the site-based Help Desk of any repairs that need to be made to the Room the Common Areas or to the Property or to the furniture, fixtures and fittings and to permit the University's authorised staff or agents to enter the Room or Property to examine them and the furnishings and household effects therein and to carry out repairs;
- viii to pay on demand to the University the cost incurred by the University of repairing any damage to the Room the Common Areas or the Property caused by the Licensee or the Licensee's guests.

Please note that in cases where it can not be ascertained how the damage was caused to the Room the Common Areas or the Property the Licensee and other occupiers of the Property or (as appropriate) the Licensee and any student sharing the Room with the Licensee may where reasonable be required to each pay a proportionate share of a charge levied collectively on them. The Licensee may appeal against a decision to levee a collective charge if the Licensee feels that it was levied unfairly;

- viii not to use the Room or Property or knowingly allow the Room or Property to be used for committing any illegal act including without limitation the possession, taking or dealing with any illegal drugs or other substances;
- ix not to hold or participate in any party in the Room or in the Property at any time without following the stated procedure for parties laid down by the University and without obtaining the prior written consent of the University or his agent;
- x not to be intoxicated and incapable in the Common Areas or in any other communal area in and around the Property or other University Accommodation;
- xi not to keep any animals (other than assistance dogs) including without limitation fish, birds, reptiles and insects in the Room the Common Areas or the Property;
- xii not to carry out maintenance on any motor vehicle or motor cycle inside or outside the Room or Property;
- xiii not to use or store petrol, paraffin, candles or other dangerous materials including bottled gas and mobile gas heaters in the Room the Common Areas or in the Property;
- xiv not to run a business from the Room the Common Areas or the Property and to use the Room for residential purposes only and the Common Areas and the Property for purposes incidental thereto;
- xvi not to interfere with safety or emergency equipment in the Property.

- 10.3 The Licensee must permit the University and/or the University's agents and/or surveyors authorised by them or their agents to enter the Room and the Property at reasonable times after giving at least two days' previous written notice or without notice in case of emergency with all necessary workmen and appliances to inspect

the state of repair and decoration of the Room and the Property and to carry out necessary repairs and decorations in the Room and the Property and to execute work necessary to remedy any breach by the Licensee of any term or condition of this Agreement or for any other valid reason described in the Handbook or other reasons in the interests of good estate management, health and safety or security.

- 10.4 If any work done by the University or their agents should have been done by the Licensee or has resulted from the breach by the Licensee of his obligations under this Agreement the cost of such work shall be recoverable as a debt due from the Licensee to the University.

11 CONDUCT OF GUESTS

- 11.1 The Licensee shall be responsible for ensuring that the conduct of his or her invited guests (whether that invitation be express or implied) is consistent with the Terms and Conditions and the Incorporated Provisions of this Agreement and with any other reasonable University regulations relating to the management, safety and security of the University Accommodation or University Leased Accommodation and its wider campus estate.

- 11.2 The Licensee shall not allow invited guests (whether the invitation be express or implied) to cause nuisance, damage, undue wear and tear, or disturbance to the Room, the Property, the University or the Licensees or occupiers of any adjoining Rooms or Property. The Licensee is responsible for any damage caused by his or her guests.

- 11.3 Only authorised Licensees are permitted to sleep in the Room and the Property or to use it as a residence except for adult guests of the Licensee who may remain in the Room at night for a maximum of two nights in any nine Any such visit must not be repeated for at least seven clear days after the guest's departure. The Licensee must be in the Property when his or her guest stays overnight. Licensees are not permitted to have any guest to stay on consecutive weekends.

- 11.4 The Licensee may not have overnight visitors in the Room or the Building who are under the age of 16.

- 11.5 The Licensee may only have daytime visitors who are under the age of 16 with the prior written permission of the Office of the Dean of Students.

12 TERMINATION: CESSATION OF STUDIES OR FAILING TO OCCUPY

- 12.1 The Licensee should be aware that the University often has a high demand for student accommodation and the this clause 12.1 is intended to assist the University in meeting that demand.

If the Licensee does not take up occupation of the Room either:

- i. within 3 days of the commencement of the Licence Period and does not contact the University's Residential Allocations office either by email in accordance with clause 2.1 or by telephone to inform them of the Licensee's date of arrival; or
- ii. in any event within 2 weeks of the commencement of the Licence

then the University may at its election terminate this Agreement by giving immediate

notice and this Agreement shall come to an end on the giving of such notice. If this Agreement terminates under this clause 12.1 the Licensee shall pay to the University an administration fee of £25 to cover the University's reasonable administration costs. If this Agreement shall come to an end pursuant to this clause 12.1 the Licensee shall:

- i. pay the Licence Fee for the period up to and excluding the date on which this Agreement comes to an end under this clause 12.1; and
- ii. a termination fee equivalent to the Licence Fee calculated pro rata over a 4 week period commencing on the date that Agreement comes end under this clause 12.1 provided that this fee shall be reduced pro rata to the extent any replacement student has taken occupation of the Room prior to the expiry of the said 4 week period. This fee is intended to be a contribution toward the University's loss of revenue arising due to the need to terminate the Agreement.

In the event that the Licensee requires accommodation after this Agreement has terminated in accordance with this clause 12.1, then the University will use reasonable endeavours to find suitable accommodation for the Licensee on the same terms as this Agreement, subject to availability of such accommodation.

12.2 Without prejudice to clause 12.1 if the Licensee does not commence full-time study or ceases to be a full time student of the University (whether voluntarily or due to an exclusion), then the University may on becoming aware of the Licensee's status terminate this Agreement by giving to the Licensee:

- i. where the Licensee is in occupation of the Room at the time of the notice not less than 4 weeks' prior written notice (or such shorter period as the Licensee may agree); or
- ii. where the Licensee is not in occupation of the Room immediate notice

("Notice Period") and this Agreement shall come to an end on the expiration of the Notice Period. If this Agreement is terminated under this clause 12.2, then the Licensee shall:

- a. if applicable vacate the Room on or before the expiration of the Notice Period and notify Residential Allocations upon vacating the Room;
- b. pay the greater of the sums comprising:
 - i. the aggregate of the Licence Fee payable until the end of the Notice Period and any sum in respect damages to the University at a rate equivalent to the Licence Fee for every day that the Licensee remains in occupation (if applicable) after the expiration of the Notice Period; and
 - ii. a termination fee equivalent to the Licence Fee calculated pro rata over a 4 week period commencing on the date that the University becomes aware that the Licensee shall not commence full-time study or ceases to be a full-time student. This fee is intended to be a contribution toward the University's loss of revenue and its other reasonable administration charges in connection with the termination and any re-allocation of the Room.

This paragraph (b) is subject to the proviso that if the University is able to re-allocate the Room to another full-time student who is acceptable to the University (acting reasonably) sooner than the expiration of 4 weeks from the date on which the University becomes aware that the Licensee is will not commence or has ceased to be in full-time study, then (provided that the Licensee has ceased to occupy the Room) the sum payable under this paragraph (b) will be reduced pro rata provided that the sum shall in no case be less than £25 to reflect the University's administration costs in connection with the termination and/or re-allocation.

- 12.3 If the Licensee during the License Period ceases to occupy the Room (other than in the circumstances described in clause 12.2) the University may by agreement with the Licensee re-allocate the Room to another full-time student who is acceptable to the University (acting reasonably). If the Room is so re-allocated, then the University shall be entitled to serve notice on the Licensee to terminate this Agreement and upon giving such notice this Agreement shall come to an end. The University shall be entitled to charge the Licensee an administration fee of £25 in connection with re-allocation of the Room. For the avoidance of doubt, the Licensee shall remain liable for the Licence Fee until the date on which this Agreement is terminated in accordance with this clause 12.3 and the University is not required to take steps to try to re-allocate the Room.
- 12.4 The University's rights to terminate this agreement under this clause 12 do not affect the Licensee's rights under the Protection from Eviction Act 1977.
- 12.5 Termination of this Agreement under this clause 12 does not affect either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.

13 **TERMINATION: FAILURE TO COMPLY WITH THE AGREEMENT**

- 13.1 If at any time during the Licence Period:
- i. the Licence Fee or any part of it is unpaid for 14 days after becoming payable whether formally demanded or not; or
 - ii. the Licensee commits a serious or persistent breach of its obligations in this Agreement; or
 - iii. in the University's reasonable the Licensee's behaviour constitutes a serious risk to the health, safety or welfare of the Licensee or others or to the University's property

then the University may terminate this Agreement:

- a. where the Licensee is not in occupation of the Room by giving immediate notice; or
- b. where the Licensee is in occupation of the Room by giving not less than 4 weeks' written notice or such shorter period as shall be agreed between the University and the Licensee

("Breach Notice Period") and upon the expiry of the Breach Notice Period this Agreement shall come to an end and on the expiry of the Breach Notice Period this Agreement shall terminate.

- 13.2 Termination of this Agreement under this clause 13 does not affect either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.
- 13.3 The University's rights to terminate this agreement under this clause 13 do not affect the Licensee's rights under the Protection from Eviction Act 1977.
- 13.4 If the this Agreement is terminated under this clause 13 the Licensee shall pay:
- i. a termination fee of £25 which is intended to cover the University's administrative costs in connection with the termination. This imposition of this fee does not preclude the University recovering its legal and court costs if applicable under clause 15; and
 - ii. the Licence Fee until the end of the Breach Notice Period;
 - iii. damages to the University at a rate equivalent to the Licence Fee for every day that the Licensee remains in occupation (if applicable) after the expiration of the Breach Notice Period.

14. **STUDENTS AGED UNDER 18**

- 14.1 If at the time of formation of this Agreement the Licensee is under the age of 18, then the Licensee may within the date that 2 weeks from the Licensee's 18th birthday give to the University not less than 4 weeks' written notice to terminate this Agreement subject to the condition that the Licensee has paid in full all sums due to the University under this Agreement up to the end of the notice and, subject to that condition, on the expiration of that notice period this Agreement shall terminate but without affecting either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.

15 **AT THE END OF THE LICENCE PERIOD**

On the termination of this Agreement for whatever reason the Licensee will:

- i. yield up the Room in the same clean state and condition (fair wear and tear excepted) as it was at the beginning of the Licence Period and make good or pay for the repair of or replacement of all such items of the furniture fixtures fittings and effects as shall be broken lost, damaged or destroyed during the Licence Period;
- ii. leave the furniture and effects in the Room or places in which they were at the beginning of the Licence Period and not make any additions alterations or exchanges to the Room or the Property or to the furniture, furnishing, fixtures, fittings and décor without the written consent of the University;
- iii. leave the Room at the end of the last night of occupation as specified on The Accommodation Summary or on such other date of termination pursuant to clauses 12,13 or 14 and will be responsible for and indemnify the University in respect of the costs of any court proceedings brought to obtain vacant possession of the Room and for any costs incurred by the University as a result of the Licensee's failure to vacate.

17. **VAT**

17.1 Any sums payable in respect of any taxable supplies made under this Agreement are exclusive of Value Added Tax (VAT). The Licence Fee is presently exempt from VAT. However, if during the Licence Period the University is required as a legal requirement to charge VAT on the Licence Fee or any other charges or fees levied under this Agreement or if any charges made by third parties to the University, which are properly recharged to the Licensee, are subject to VAT, then the Licensee shall pay the VAT in respect of those charges or fees.

18 GOVERNING LAW AND OTHER GENERAL PROVISIONS

18.1 This Agreement is governed by English law. All disputes relating to this Agreement will be heard in the English courts.

18.2 The University is a specified educational institution within the meaning of the Housing Act 1988 Schedule 1 Part 1 Paragraph 8 and the Licensee is pursuing or intends to pursue a course of study provided by the University. The Licensee acknowledges that the tenancy granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the termination of the Agreement.

18.3 The parties do not intend that this Agreement should confer any benefit on any third party.

18.4 The failure or delay of the University to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

18.5 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.