

## Accommodation Terms and Conditions

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## De Montfort University

### Accommodation Terms and Conditions 2019/2020 ("The Licence")

#### 1. INTRODUCTION

- 1.1 This Licence governs the relationship between the University and you the Student (referred to in this Licence as the Licensee)
- 1.2 This Licence is made up of the following documents:
- The Provisional Booking Email;
  - The Online Booking Terms and Conditions;
  - These Terms and Conditions

#### 2. IMPORTANT TERMS

- 2.1 The above documents create a legally binding contract between you and the University upon the University receiving your completed online acceptance of University Accommodation.
- 2.2 The Licensee and the University agree to comply with the provisions of this Licence from the date of the Confirm Room Booking for the entire duration of the Licence.
- 2.3 By confirming your acceptance of University Accommodation you agree to pay the Licence fee in full plus a Damage Deposit.
- 2.4 This Licence does not create a Landlord and Tenant relationship between you and the university. This is not an assured shorthold tenancy or other form of tenancy agreement. This is a contract between you and the University for use of a Room and the Common Areas.

#### 3. DEFINITIONS

<b>The Booking Payment</b>	means a payment of a £200 damage deposit
<b>The Common Areas</b>	means all the parts of the Halls of Residence which are not Rooms and include kitchen areas, shared bathrooms and toilets, laundry room, corridors and staircases together with the fixtures, fittings, furniture and equipment in them (as set out in the inventory for the Common Areas for the relevant flat or floor) which are provided by the University for the common use of the Licensee and other residents. It also includes the grounds and landscaped areas around the Halls of Residence and the bicycle store.
<b>The Confirmed Room Booking</b>	means the acceptance of a place in the Hall of Residence and acceptance of these terms and conditions.
<b>The Confirmed Room Booking Email</b>	means the email sent to the student by the University

<b>The Damage Deposit</b>	means a sum of £200 payable by the Licensee on provisionally booking a Room in the Hall of Residence. The terms on which the Damage Deposit is held are set out in clause 6
<b>The Early Termination Charge</b>	means a sum equal to eight weeks rent, the weekly charge as stated on the website  <a href="#">Prices and Contract Lengths</a>
<b>The Essential Hall Guide</b>	means the essential guide to living in the Hall of Residence specified online at  <a href="#">Essential Guide</a>  and contained within the welcome pack in the room on arrival
<b>General Regulations</b>	means the Student Regulations  <a href="#">General Regulations</a>
<b>Hall of Residence</b>	means the residences available for occupation by students of the University
<b>Hall Manager</b>	Means the member of University Staff employed specifically in this role as detailed in the Essential Hall Guide
<b>The Licence Fee</b>	means the annual fee for Rooms for the Residential Year as determined by the University and notified to the Licensee.
<b>The Licensee</b>	means an individual who has accepted a place on a programme of study at the University and who has booked and confirmed a place in the Hall of Residence subject to this Licence.
<b>The Provisional Booking Email</b>	means the email sent from the University containing the summary of the Room booked
<b>The Provisional Room Booking</b>	means the online provisional booking and the payment of the Booking Payment
<b>University Staff</b>	means the staff of the University appointed to manage the Hall of Residence.
<b>The Residential Year</b>	is the period as identified on the online Provisional Room Booking during which the Hall of Residence is available for students occupation under this Licence <sup>1</sup> .
<b>Room</b>	means a part of the Hall of Residence which is occupied as an individual private study bedroom including the fittings, soft

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<sup>1</sup> The Residential Year will not necessarily start and finish on the same dates as the Academic Year

	furnishings and effects as set out in the inventory for the Room.
<b>The University</b>	means De Montfort University and the staff acting on its behalf.

Any reference to the University's consent means consent in writing signed on its behalf by an authorised University officer.

#### 4. OCCUPANCY

**4.1 The University gives the Licensee the right to occupy a Room as a private study room only and for no other purpose and to use the Common Areas solely in relation to that permitted use, during the Residential Year, subject to the Licensee remaining a student of the University, paying the Licence Fee and complying with the terms of this Licence.**

4.2 The University will not give any student a Licence to occupy a Room and to use the Common Areas as a Licensee if any part of the Licence Fee or any debt due to the University from a previous Residential Year is still outstanding.

4.3 This Licence does not refer to a specific Hall of Residence or Room. The University reserves the right to transfer a Licensee's occupation to a different Hall of Residence and/or Room on reasonable written notice (what constitutes a reasonable notice period in the circumstances being in the University's reasonable discretion) by way of non-exhaustive examples, in circumstances where in the reasonable opinion of the University the Room and/or Common Areas are not fit for purpose and/or it is appropriate in order to protect the interests of staff and/or other residents or in such circumstances (other than circumstances relating to discipline which are provided for below at clause 4.4) as the University may reasonably deem appropriate.

4.4 Without prejudice to clause 5 the University has an absolute right to request the Licensee to move to another Room and/or Hall of Residence in the event that disciplinary proceedings (including investigations) are commenced against the Licensee under the University's General Regulations and/or where criminal proceedings (including investigations) are commenced. If the Licensee refuses to move to another Room the University reserves the right to apply for a Court Order to evict the Licensee.

4.5 In exceptional circumstances and subject to the charges set out in this Licence, a Licensee may, with the University's consent, change Rooms or Hall of Residence during the Residential Year. The University will consider requests on their merits, in light of the availability of alternative Rooms and the practical and financial implications for the University of granting such consent (see also clause 8.6) <sup>2</sup>

4.6 While the Licensee occupies the Room as a single, private study room, he/she may not allow visitors to stay overnight

4.7 The University reserves the right:

4.7.1 for authorised personnel to enter the Room on reasonable notice to inspect its condition, to clean the Room on a regular basis (if applicable), to serve a notice to vacate the Room

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<sup>2</sup> No application to move room will be considered in the first 4 weeks of the Residential Year

- in accordance with the University's rights under this Licence and for other appropriate purposes which in the reasonable opinion of the university require entry to the Room;
- 4.7.2 for authorised personnel to enter the Room to carry out such repair works as the University thinks necessary or has been requested by the residents;
  - 4.7.3 for authorised personnel to enter the Room immediately on Health and Safety or Security grounds;
  - 4.7.4 to prohibit visitors at any time if necessary in the interest of security and/or the health and safety of other residents and/or staff and for such other purposes as the University reasonably decides requires the prohibition of visitors.
  - 4.7.5 The University may in its absolute discretion without notice enter and search the Room in circumstances where the University reasonably suspects that the Licensee and/or any other person is/are engaging in conduct which presents a risk to health and/or safety and/or may amount to a criminal offence and shall be entitled to confiscate any article which in the University's reasonable opinion presents a risk to the health and safety of the Licensee and/or other residents and/or staff of the University and should not be in the Room. The article will then either be handed over to the police or if not a police matter shall be retained by the University, at the Licensee's expense, until collected by the Licensee and removed from University grounds. If after 14 days the article(s) have not been collected, the University reserves the right to dispose of it/them.

## 5. SUSPENSION

**Without prejudice to the University's right to terminate this Licence under clause 11.3, where in the reasonable opinion of the University, the Licensee presents a risk to the health and/or safety of other residents and/or students and/or University staff, the University may suspend the Licensee's Licence and right to occupy the Room in which case the University and Licensee will follow the procedure set out in this clause below**

- 5.1.1 Upon the University giving to the Licensee no less than 7 working days' notice (save in emergency) to suspend occupation of the Room the Licensee shall vacate the Room and accommodation in the Hall of Residence until such time as any disciplinary proceedings under the General Regulations and/or criminal proceedings (including investigations) against the Licensee are concluded.
- 5.1.2 The obligation on the Licensee to pay the Licence Fee continues during the period of suspension and the Licensee is also responsible for payment of any accommodation fees incurred by the Licensee and which are owed to a third party.
- 5.1.3 If charges have been laid before the Licensee and the Licensee is found not guilty of those charges laid in accordance with the University's student discipline procedure in the General Regulations, the University shall reimburse the proportion of Licence Fee paid by the Licensee during the period of suspension.
- 5.1.4 If the Licensee is found guilty there will be no refund of any proportionate part of the Licence Fee.
- 5.1.5 The Licensee may appeal against the suspension of the right to occupy the Room in accordance with the procedure laid down in the student disciplinary procedure in the General Regulations<sup>3</sup>
- 5.1.6 When the proceedings are concluded, the University will either lift the suspension if the Licensee is found not guilty or subsequently found not guilty on appeal or, terminate this

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<sup>3</sup> A copy of the General Regulations can be found at the following link [General Regulations](#)

Licence if the Licensee is found guilty or, if guilty does not lodge an appeal within 10 days of the funding (see University's right to terminate under clause 11.3)

- 5.1.7 Noting in this clause 5.1 shall prejudice the Licensee's statutory right to protection from eviction and the University will be required to obtain a court order to evict the Licensee where he/she refuses to vacate the Room.

## **6. THE DAMAGE DEPOSIT**

6.1 The University will refund the Damage Deposit to the Licensee:

6.1.1 If, prior to the start of the Residential Year and/or before the Licensee enrolls with the University, the Licensee for whatever reason cancels their acceptance of a place in the Hall of Residence by notifying the University in writing;<sup>4</sup>

6.1.2 Where the Licensee for whatever reason fails to take up occupation of the Room at the start of the Residential Year as identified in the Confirmed Booking Email then unless the Licensee has notified the University in writing that they will take up occupation after this date and this has been agreed by the University

6.2 Where the Licensee notifies the University in writing that he/she will take up occupation of the Room after the start of the Residential Year (as identified in the Confirmed Booking Email) and fails for whatever reason to take up occupation of the Room, if the Licensee is an enrolled student of the University then the Licensee shall be deemed to fulfil the definition of "Licensee" and shall be responsible for paying the Licence Fee for the duration of the Licence unless a replacement Licensee acceptable to the University is found in accordance with clause 7.7 below

6.3 Except as provided in the clauses above, the Damage Deposit shall be held by the University during the Residential Year as security for performance of the Licensee's obligations and against damages to the Room and/or Common Areas and/or damage to the University's property within the Hall of Residence caused by the Licensee, their guests or otherwise by the Licensee's breach of this Licence.

6.4 The Licensee will not receive interest on the Damage Deposit.

6.5 The University has the right to deduct from the Damage Deposit all outstanding sums due under this Licence including the Licence Fee. The University shall inform the Licensee when a deduction is made.

6.6 Where at least half of the Damage Deposit has been used in accordance with this Clause 6 the University has the right to invoice the Licensee a further amount to replace the amount used and the Licensee if to pay the invoice in accordance with the University's standard payment terms.

6.7 Subject to the right of the University to deduct any outstanding amounts payable under this Licence, the Damage Deposit will be repaid to the Licensee as soon as reasonably practicable following the end of the Residential Year or as otherwise notified by the University.

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<sup>4</sup> Such notification to be sent to University Staff at [accommodation@dmu.ac.uk](mailto:accommodation@dmu.ac.uk)

## 7. THE LICENCE FEE

- 7.1 The Licence Fee is determined annually by the University and will be notified to the Licensee prior to the acceptance of the offer of a place in the Hall of Residence.
- 7.2 The Licence for the Residential Year may be paid up front in full (attracting a 5% discount if paid before the date specified on the University's website<sup>5</sup>) or it may be paid in three or four instalments within the time specified on the University's website.
- 7.3 If the Licensee fails to pay in full any instalment of the Licence Fee within the specified timeframes, the full amount of the outstanding balance of the Licence Fee for the Residential Year becomes immediately due and payable.<sup>6</sup>
- 7.4 If the Licensee fails to make payment subject to these terms the University may terminate this Licence by serving on the Licensee a notice to vacate the Room and the Licensee remains liable for payment of the outstanding balance of the Licence Fee for the Residential Year.
- 7.5 If the Licensee fails to vacate the Room within the time required by the notice, the University may apply to the Court for an Order to evict the Licensee from the Room.
- 7.6 The University reserves the right to recover any Licence Fee through debt collection whether during or after the Residential Year.<sup>7</sup>
- 7.7 The Licensee (or the University at the request of the Licensee) may find a replacement Licensee (who is not already occupying a University residence place), acceptable to the University who will assume responsibility for the pro rata balance of the Licence Fee. The University will then as soon as reasonably practicable repay to the Licensee the pro rata balance of the Licence Fee (if any) paid in advance by the Licensee and for which the replacement Licensee becomes responsible.
- 7.8 The University may consider refunding the Licence Fee (pro rata where applicable) in the following circumstances:
- 7.8.1 If the Licensee does not enrol at the University
  - 7.8.2 If the Licensee finds an acceptable replacement Licensee for the Room who is not already occupying a Room in a University owned, managed or nominated Hall of Residence
  - 7.8.3 If the University finds a replacement occupier upon the request of the Licensee
  - 7.8.4 If the Licensee withdraws from the University, interrupts their studies or has the student status terminated subject to payment by the Licensee of the Early Termination Charge
  - 7.8.5 If the University is in serious breach of this Licence as set out in clause 11.1

Subject to the Provisions of clause 7.8 this Licence is for the duration of the Residential Year. Accordingly, the Licensee remains responsible for the payment of the Licence Fee **until the**

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<sup>5</sup> [DMU Accommodation](#)

<sup>6</sup> If the Licensee is experiencing difficulties in paying any of the Licence Fee instalments by the due dates, he or she should contact the University's Finance Department prior to the date for the payment.

<sup>7</sup> Details of the debt collection process and charges can be found on the website [Late Payment Charges](#)

**end of the Residential Year. No refund of the Licence Fee will be made or considered other than the provisions of clauses 7.8 of this Licence.**

7.9 A proportionate reduction in the Licence Fee will be made for a Licensee who accepts an offer to occupy a Room after the beginning of the Residential Year. The Licensee will pay the remainder of the current instalment and other subsequent instalments of the Licence Fee in accordance with clause 7.1

## 8. OTHER CHARGES

- 8.1 The Licensee shall pay to the University the reasonable costs incurred by the University as a result of any damage to and/or loss of the University's property (including issuing replacement keys and flat locks) caused by the Licensee and/or by the Licensee's guests.
- 8.2 If the Licensee disputes the costs payable after being notified of the relevant amount of loss or damage, the Licensee should notify the Hall Manager in writing<sup>8</sup> within 10 working days of notification of the amount payable by the Licensee to the University. Where the dispute is resolved in favour of the University, the Licensee shall pay the relevant amount for the loss and/or damage as per the University's standard payment terms. Where the dispute is resolved in favour of the Licensee, the invoice or Damage Deposit deduction will be adjusted accordingly.
- 8.3 If damage is caused to the Common Areas and the perpetrator of the damage cannot be identified by the University, the Licensee shall, together with all other occupants of the flat or corridor or Hall of Residence (as appropriate) where the damage has occurred, account to the University for the full costs of remedying the damage as determined by the University.
- 8.4 The Licensee may appeal in writing against the imposition by the University of the cost of the damage to the Common Areas to the Hall Manager within 10 working days of the date of the notice of the charge. The decision of the Hall Manager or the University shall be issued to the Licensee usually within 10 working days of receipt of the appeal, though this period may be extended in appropriate circumstances.
- 8.5 The Licensee shall pay the charges within 30 days of the date of this invoice. Where the Licensee appeals against the imposition of the charge and the appeal is unsuccessful or where the charge has been varied as a result of the appeal, payment should be made within 30 days of the date of the notice of the outcome of the appeal.
- 8.6 A transfer fee of £35.00 will be charged to a Licensee who requests to change Rooms during the Residential Year.
- 8.7 If the Licensee terminates the Licence for any of the circumstances set out in clause 11.2 or if the University terminated the Licence in accordance with clause 11.2 then the Licensee will be liable to pay the Early Termination Charge.
- 8.8 You must pay for all reasonable loss and damage the university suffers as a result of any breach of this Agreement by you or any person authorised to occupy under this agreement or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, early termination, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement, this is not an exhaustive list however for

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<sup>8</sup> Such notification should be sent to the Hall Manager at [halls@dmu.ac.uk](mailto:halls@dmu.ac.uk)

reference purposes you should refer to the charges set out below. The Licensee shall pay the costs of any loss or damage to the University either by deduction from the Damage Deposit or by separate invoice.

## Hall Charges

Halls Cleaning Charges	Bede Hall		New Wharf		Waterway Gardens Standard 6 bedroom house
	7-10 Flat	Bedroom	7-10 Bedroom Flat	4 Bedroom Flat	
Kitchen Cleaning Charges included in the cost: Work surfaces, floors, sinks, splashbacks	£40		£40	£30	£40
Cleaning Charges for each cooker	£20		£20	£20	£20
Cleaning Charges for each fridge/freezer	£10		£10	£10	£10
Cleaning Charges for microwave	£5		£5	£5	£5
Removal of Rubbish (per bag)	£5		£5	£5	£5
Carpet Cleaning for per bedroom/corridor/living room/ stairwell including landings	£14		£14	£14	£14
Any damaged item will be charged according to the replacement cost.					

<b>Replacement Keys/Locks Charges</b>	<b>Bede Hall</b>	<b>Replacement Keys/Locks Charges</b>	<b>New Wharf Hall</b>	<b>Replacement Keys/Locks Charges</b>	<b>Waterway Gardens</b>
Each Room/flat key	£20.00	Each Room/flat key	£20.00	Each replacement house key	£15.00
Kitchen Cupboard Key	£2.99	Kitchen Cupboard Key	£2.99	Kitchen Cupboard Key	N/A
Post Box Key	£2.99	Post Box Key	£2.99	Post Box Key	N/A
Bedroom Lock Re-pin for 10 bedroom flat	£264	Bedroom Lock Re-pin	£26.40	Replacement front door lock	£78.50
Flat Lock Re-pin	£26.40	Flat Lock/ Re-pin	£26.40	Replacement back door lock	£78.50
Replacement of 10 Suited Keys	£200	Replacement of 7 Suited Keys	£140	Replacement off 6 suited keys	£90
Cost of replacement key set per person for 10 bedroom flat	£496.38	Cost of replacement key set per person for 7 bedroom flat	£218.78	Cost of replacement key set per person for 6 bedroom house	£262

(prices quoted for replacement keys/locks include VAT)



## 9. CONDUCT AND SAFETY

9.1 The Licensee will not do anything, which may prejudice good estate management and the smooth running and efficiency of the University and will comply with all reasonable instructions issued by the University.

9.2 The Licensee should consult the General Regulations and the Essential Hall Guide for further information to assist the Licensee in complying with the conduct and safety requirements of this Licence.

9.3 In particular the Licensee will:

**9.3.1 abide by the General Regulations and Procedures Affecting Students on student discipline and by this Licence;**

9.3.2 comply with all University fire safety guidance and regulations and ensure the prompt evacuation of any area of the Hall of Residence in the event of a fire alarm;

9.3.3 ensure the tidiness and cleanliness of the Room, kitchen (including appliances) and communal areas is maintained at all times. Failure to maintain standards of cleanliness will render students liable to pay the full costs of any remedial action (such as additional cleaning, repair or replacement) as the Hall Manager or University Staff in their reasonable opinion thinks fit and may render the students liable for disciplinary action. What constitutes clean being in the University's sole and absolute discretion.

9.3.4 ensure the appropriate behaviour of visitors who are in the Hall of Residence at the Licensee's invitation, including payment of the reasonable costs incurred by the University as a result of any damage or loss to the University's property and/or equipment caused by the Licensee's visitors.

9.3.5 not bring into the Hall of Residence, and/or use, produce and/or supply within the Hall of Residence any drugs and/or other such substances who use, possession, supply and/or production is unlawful under the Misuse of Drugs Act 1971 (or as amended or replaced) or under any other applicable legislation. Where any substance set out above is found or suspected of being in the Hall of Residence the University Security Department and the Police will be informed immediately and substances may be confiscated.

9.3.6 not bring or allow to be brought into the Hall of Residence anything which in the University's reasonable opinion is deemed to be a risk to the health and safety of other students or University Staff. The University will advise the students to remove any such items from the Room or Common Areas within five (5) working days. The University reserves the right to remove any such items.

9.3.7 not overload plug sockets, ensure that all electrical appliances used by the Licensee in the Hall of Residence (other than those provided by the University) are Portable Appliance Tested ("PAT"), safe and comply with current British or European Union (EU) equivalent safety standards and that such appliances display the relevant British or EU safety certification<sup>9</sup>

9.3.8 remove any personal electrical items that do not pass the PAT test carried out by the University within five working days of the test. The University reserves the right to disconnect unsafe equipment.

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<sup>9</sup> Further information can be found in the Essential Hall Guide

- 9.3.9 not bring any candles, incense sticks, plug in air fresheners, fireworks, controlled substances, firearms and weapons, pyrotechnics, flammable materials, Shisha pipes, chip pans, room heaters, refrigeration units, cube electrical adaptors, amplifies speakers or sub woofers to the Room and Common Areas. The University will advise the student to remove any such items from the Room or Common Areas within five (5) working days.
- 9.3.10 not give his/her keys or his/her student registration card (and/or copies) to any guest and take reasonable steps to ensure that his/her guests are not left unattended at all reasonable times while in the Hall of Residence.
- 9.3.11 not install or use in the Room and/or Common Areas any furniture and/or curtains other than those provided by the University and shall not remove from the Room and/or Common Areas the furniture, equipment, fittings and/or fixtures provided by the University.
- 9.3.12 not otherwise do anything that will put the health and/or safety of the other residents and/or staff at risk.
- 9.3.13 In the interests of the well-being of fellow residents, the Licensee shall not engage in anti-social behaviour within the Hall of Residence. In particular the Licensee shall:
- 9.3.14 not impede University staff and/or contractors in the performance of their duties and comply with reasonable instructions issued by University staff and another other staff or persons acting on behalf of the University. Such instructions may include, but are not limited to, providing University identification when reasonably requested to do so;
- 9.3.15 not create loud noise audible outside the Room at any time, and in particular between 11.00 p.m and 8:00 a.m, and shall not permit parties to be held in the Hall of Residence without the written permission of a member of University Staff;
- 9.3.16 not cause damage and/or nuisance to other residents in the Hall of Residence, and/or to University staff and/or to occupants of neighbouring properties;
- 9.3.17 not keep pets (except guide dogs) in the Rooms or elsewhere in the Hall of Residence;
- 9.3.18 not to remove any furniture, equipment, fittings, or fixtures from the Room and/or Common Areas and/or cause damage to the University's property;
- 9.3.19 not smoke anywhere (including e-cigarettes) within the Hall of Residence and comply with all instructions regarding smoking which are poste in the Hall of Residence
- 9.3.20 not make the Common Areas dirty and/or untidy; in the reasonable opinion of University Staff.
- 9.3.21 not to jeopardise the security of the building including not to tamper with door mechanisms or locks.
- 9.3.22 refrain from any behaviour including via social media which may be perceived as nuisance to and/or harassment of other residents and/or staff and/or neighbours on any basis and in particular on grounds of sex, race (which includes colour, nationality, ethnic and national origins), disability, religion/belief, age, pregnancy, gender reassignment and/or sexual orientation;
- 9.3.23 not behave in such a manner as to bring the University into disrepute

## **10. ARRIVAL AND DEPARTURE**

10.1 Prior to the occupation of the Room the Licensee shall complete the e-induction and book an arrivals slot.

10.2 On arrival the Licensee shall:

Check the University's property against the inventory for the Room and the Common Areas and complete the e-inventory within 48 hours of arrival at the Hall of Residence;

Check the Room and Common Areas for damage and cleanliness.

Record any discrepancy on the e-inventory within 48 hours of arrival after moving in.

10.3 Once the keys have been collected for the Room the terms and conditions of this licence become legally binding regardless of whether the Licensee has completed the Confirmed Room Booking

10.4 On departure the Licensee shall:

Check the University's property against the inventory for the Room and shall check the Room and the Common Areas for damage and cleanliness. The Licensee will report any damages to the Hall Manager

Remove all personal belongings from the Hall of Residence and the Common Areas and return all keys to the Hall Manager. Personal belongings that remain in the Hall of Residence or the Room five (5) days after the expiry of the Licence shall be disposed of by the University.

10.5 Keys must be returned within five (5) days of the expiry of the Licence. Failure to do so will result in the University ordering replacement keys and locks for which the Licensee will be charged. The cost will either be deducted from the damage deposit, or the Licensee will be invoiced directly.

10.6 The University will inspect the Room and the Common Areas as soon as possible at the end of the Residential Year or earlier termination of this Licence and any damage or loss of the University's property shall be paid by the Licensee in accordance with Clauses 7 and 8.

10.7 Clauses 10.4, 10.5 and 10.6 shall apply on termination of this Licence whether at the end of the Residential Year or on earlier termination.

## **11. TERMINATION OF CONTRACT**

11.1 The Licensee may terminate this Licence upon reasonable written notice being given to the University:

If the University is in serious breach of its obligations under the Licence. In these circumstances, the University will reimburse the Licensee the balance of the current period of the Licence Fee and any other sums which are properly due to the Licensee; (an example of serious breaches by the University include persistent failure within a reasonable time to repair serious damage to the Room coupled with failure to offer alternative accommodation where the damage renders the Room uninhabitable);

Or

11.2 If the Licensee:

(i) withdraws from the University; or

(ii) interrupts their studies at their University i.e postpones their studies for a year;

then the Licensee is entitled to give notice to the University to terminate this Licence immediately. Subject to payment by the Licensee of the Early Termination Charge and any other sums which are properly due under this Licence then the Licensee shall not be liable for the remaining balance of the Licence Fee for the Residential Year from the date on which they vacate the Room and return the keys whichever is the latter.

11.3 The University may terminate this Licence upon reasonable written notice being given to the Licensee:

11.3.1 in the event of a breach of any of the terms of this Licence by the Licensee;

11.3.2 if the Licensee fails to pay when due all or any part of the Licence Fee to the University;<sup>10</sup>

11.3.3 if the Licensee:

(i) withdraws from the University; or

(ii) interrupts their studies at the University, i.e postpones their studies for a year;

then the University may terminate this Licence by written notice to take effect on the date of such notice. Subject to payment of the Early Termination Charge and any other sums which are properly due under this Licence then the Licensee shall not be liable for the remaining balance of the Licence Fee for the Residential Year from the date on which they vacate the Room and return the keys whichever is the latter.

11.3.4 in accordance with clauses 6.3 and 6.4 the Licensee fails to take up occupation of the Room;

11.3.5 where the Licensee receives a caution or is convicted of an offence under the Misuse of Drugs Act 1971 (as amended, replaced or supplemented), or receives a caution or is convicted of an offence which the University reasonably concludes ender the Licensee a serious risk to the safety of other residents and/or staff. The University reserves the right to invoke its right of suspension under clause 5 where the Licensee is charged with or convicted of such an offence.

11.4 Upon termination or expiry of this Licence, the Licensee will vacate the Room and remove all personal belongings from the Room and the Common Areas. Subject to earlier termination the Licence will expire at the end of the Residential Year. Failure to remove all belongings will entitle

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<sup>10</sup> By exercising its right to terminate this Licence for non-payment of some or all of the Licence Fee, the University is not prevented from exercising any other right or remedy available to it.

the University to remove belongings from the Room and/or the Common Areas and the University reserves the right to dispose of them and/or charge for storage and/or disposal at the University's discretion.

## **12 GENERAL PROVISIONS**

### **12.1 Personal Property**

Except in cases of damage and/or direct loss suffered by the Licensee as a result of the University's negligence, the University will not be liable for the loss of, or damage to, personal property in the Hall of Residence.

### **12.2 Utilities**

While the University will take reasonable steps to supply gas, water and electricity, it cannot guarantee a continuous supply and will not be held liable for any loss and/or damage resulting from the failure on the part of the service provider to supply such services and which are reasonably beyond the University's control.

### **12.3 Severance**

If any clause in this Licence or part of it is held to be illegal or unenforceable under any enactment or rule of law then that clause or part of it shall not form part of this Licence and the enforceability of the remainder of this Licence shall not be affected.

### **12.4 Notice**

12.4.1 Any notice served by the University on the Licensee shall be sufficiently served if delivered by hand to the Room or by hand or by first class post to the Licensee's academic department at the University or by first class post to the last known address of the Licensee.

12.4.2 Any notice served by the Licensee on the University shall be sufficiently served if sent by first class post to Accommodation Office, 1.07, Estates Development Building, The Gateway, Leicester LE1 9BH.

### **12.5 Third Party Rights**

For the avoidance of doubt nothing in this Licence shall confer on any third party any benefit or right to enforce any provision of this Licence.

### **12.6 Dispute Resolution**

Any dispute arising under this Licence shall be subject to the exclusive jurisdiction of the English Courts. This is without prejudice to the right of the Licensee to make a complaint relating to this Licence to the Office of the Independent Adjudicator for Higher Education, once the Licensee has exhausted the University's internal complaints mechanism.

### **12.7 No waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this licence shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and condition of this licence.

### **12.8 Entire agreement**

This Licence and any document referred to in it sets out the entire agreement between the University and the Licensee with respect to the subject matter hereof and supersede all previous agreements and understandings between the University and the Licensee.

**12.9 No transfer**

This Licence is personal to the Licensee and the Licensee shall not transfer any or all of his/her rights and responsibilities under this Licence.

**12.10 Governing Law**

This Licence shall be governed in accordance with the laws of England and Wales.

**12.11 Jurisdiction**

The Licensee and University agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation.