

Welcome to the University of York

TERMS AND CONDITIONS OF RESIDENCE

ACADEMIC YEAR 2023/24

The terms of the Agreement between us comprise:

1. the terms of this document;
2. the Booking;
3. the Insurance Policy which can be reviewed at:
<https://www.york.ac.uk/students/accommodation/campus-accommodation/residentinformation/safetyandsecurity/>
4. the Regulations which can be reviewed at:
<http://www.york.ac.uk/about/organisation/governance/corporate-publications/ordinances-andregulations/> **and**

5. The Student Code which can be reviewed at

<https://www.universitiesuk.ac.uk/accommodationcodeofpractice>

6. the health and safety regulations which can be found at

www.york.ac.uk/admin/hsas

7. Fire safety regulations which can be found at

http://www.york.ac.uk/admin/hsas/safetynet/Fire/fire_safety.htm.

The documents set out at 4-7 together are known as the Residency Regulations Together, these documents set out your rights and responsibilities and our rights and responsibilities to you and you should read all of these before Accepting the Agreement.

If you are unable to access these web links, please contact Accommodation Services before Accepting this Agreement and we will send to you copies so that you can read these before Accepting this Agreement.

All students should take advice, if necessary, before making a commitment. Do not accept an offer of Accommodation until you have read and are sure you understand the Agreement. The Agreement between us and you is regulated by English law which International students may find quite different to the law which applies in their own country.

If there is anything you do not understand or if you have any other queries relating to this Agreement please enquire at Accommodation Services or, where you require advice on your rights under this Agreement, seek advice from the Student Support Hub, a Citizens' Advice Bureau, Law Centre or a solicitor.

This Agreement (as it is of university accommodation) is a licence and not an assured shorthold tenancy. We are entitled to relocate you in certain circumstances and to gain access to your Room at various times in accordance with the terms of this Agreement. This means that unlike private rented accommodation the Agreement does not have the legal protection set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.

OVERVIEW

You must

- Pay your Accommodation Fee on time for the full length of this Agreement
- Look after your Accommodation.
- Let us know if things aren't right so we can address matters
- We want you to live in a peaceful neighbourhood free from anti-social behaviour and so we expect you to treat your Neighbours in the way you would like to be treated. The students living in the same Residence as you have the same rights and responsibilities as you. These are all reasonable expectations.

We are committed to

- Manage the Accommodation in accordance with the best practice guidelines set out in the Code of Practice which can be reviewed at <http://www.universitiesuk.ac.uk>.
- Listen to your feedback and seek to put things right
- Create a peaceful neighbourhood free from anti-social behaviour and we may enforce the Agreement against you or others to ensure a peaceful neighbourhood is maintained. If you fail to meet your responsibilities under the Agreement we will tell you and, unless the failure is serious or is persistent, we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

ABOUT THE AGREEMENT

1. **Accepting the Agreement**

- a) By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas and the Residence Grounds provided that you pay the Accommodation Fee.
- b) If you move into the Accommodation without having accepted the Agreement you will be deemed as having accepted the Agreement by your actions.
- c) If you are under 18 at the time you accept the Agreement, you may be asked to have a person over 18 years of age to join into the Agreement to guarantee your obligations. This is often a parent or guardian, but it does not have to be, as long as we are satisfied that it is an appropriate person. The Agreement will still be legally binding on you but, it will also be legally binding on the person standing as your guarantor – but only if you do not comply with your obligations.
- d) If someone other than you pays all or part of the Accommodation Fee to us directly, whether they are a Sponsor or otherwise, this will not diminish or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party. If the Sponsor does not pay the Accommodation Fee in full, the responsibility for the Accommodation Fee remains with you and we may still ask you to pay the Accommodation Fee.

2. Cancellation before Period of Residence starts

Cancellation because you are not eligible to stay in Accommodation

- a) If you are a registered student of the University with an Accepted Booking, you **do not** have the right to cancel the Booking and you are responsible for the Accommodation Fee subject to the terms of this Agreement.
- b) If, at the start of the Period of Residence you are not eligible to live in University accommodation, for example because your course status does not become unconditional or you remain on leave of absence, then either you or we may cancel your Booking and we may re-let the Accommodation. You can let us know if you need to cancel (before the start of the Period of Residence) by emailing us at accommodation@york.ac.uk and we will confirm whether you are eligible to do so and confirm any choices and steps to be taken and any charges to be paid.

Cancellation by the University

- c) If we have given you a deadline date for you to become eligible to live in University accommodation before the start date of the Period of Residence, for example a date for your course status to change from conditional to unconditional or for you to register as a student following a leave of absence and you remain ineligible to live in our Accommodation after our deadline date, the University has the right to cancel this Agreement. If we cancel this Agreement under this clause c) we will refund any payment you have paid for this booking less the amount of any outstanding sum payable by you in respect of your occupation of any previous accommodation let to you by us.
- d) If you do not move into the Accommodation within 7 days of the commencement of the Period of Residence and you have not contacted Accommodation Services to inform us that there will be a delay in your moving in or we have not agreed to hold the Room for the period of time you have requested we have the right to re-let the Room and you will be liable for the Accommodation Fee up to the date we re-let it. If we are unable to re-let the Accommodation, however, you will be liable to pay for the Accommodation for the full Period of Residence. We will make reasonable efforts to contact you regarding your failure to take up occupancy in the Accommodation before trying to re-let the Accommodation.
- e) If you:
 - i) fail to pay any sums due to us whether in connection with any previous occupation by you or any accommodation allocated by us (whether or not owned by us or a third party) BEFORE you vacated that previous accommodation; or
 - ii) are in serious breach or have persistently breached the terms of your agreement for that other accommodation

then we may cancel this Agreement at any time prior to the start of the Period of Residence (but before payment by you of all such sums owed) by giving you 7 days written notice. If we cancel this Agreement under this clause c) we will refund any payment you have paid for this booking less the amount of any outstanding sum payable by you in respect of all previous accommodation let to you by us.

Cancellation

- f) Where the Booking is cancelled then the following charges and fees will apply:
 - i) if the Booking is cancelled less than four weeks before the start date of the Period of Residence you must pay a charge which is the equivalent of four weeks Accommodation Fee and we will send you a request for payment.

ii) if after the start date of the Period of Residence you have not taken occupation of the Accommodation and have not formally given us notice of cancellation where you are entitled to do so under clause 2.b) before that date, you must pay a charge equal to the Accommodation Fee for the period starting on the first day of the Period of Residence and ending on the date eight weeks after the date you eventually do give us notice that you do not intend to take up the Accommodation.

g) For the avoidance of doubt your Booking remains conditional unless and until you become a full time registered Student (or your leave of absence ends). You are not, therefore, able to take up occupation of the Accommodation while your Booking is conditional.

3. **Guarantees of Accommodation**

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

4. **Rent Prepayment**

a) This Agreement provides for the payment by you and holding by us of a Rent Prepayment. Subject to this clause 4, the Rent Prepayment is held by us on trust for you.

Payment of the Rent Prepayment

The amount of the Rent Prepayment will be stated on the Booking.

b) Your Rent Prepayment must be paid promptly after Accepting the Agreement by credit card or debit card on-line <https://www.york.ac.uk/students/finance/paying/>. If you have difficulty paying online, you must telephone Accommodation Services. Please note, you are committed to the terms of this Agreement once you have accepted it, whether or not you have paid the Rent Prepayment by that time.

Use of Rent Prepayment

c) The Rent Prepayment will be offset in full against the Accommodation Fee on the date of this Agreement in respect of the first instalment and the first instalment will be reduced accordingly and each remaining instalment of the Accommodation Fee will be as set out in the Booking.

d) You may not offset the Rent Prepayment against payment of Accommodation Fees or any other sums to the University save as above.

5. **Variations to Agreement**

With the exception of any changes as a result of government legislation, Covid-19 or changes to the Residency Regulations, this Agreement cannot be varied unless the variation has been agreed between you and us and the variation has been confirmed in writing by the Assistant Director of Commercial Services, Directorate of Technology, Estates and Facilities, Providence House, Innovation Way, University of York, YO10 5ZF.

6. **Data protection**

a) We will comply with the General Data Protection Regulation 2018 as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold.

b) By Accepting this Agreement you agree that all data supplied to us can be shared with other departments within the University and to third parties if it is reasonable for us to do so as provider and manager of the Accommodation. Examples of third parties to whom we may need to make disclosure are organisations or individuals contracted by us to undertake services at the Residence, your Sponsor (if you have one), the police or other public agencies.

- c) You agree to the University providing the Local Authority with a list of University properties and your name and University Accommodation address, for the purpose of supporting the process of student exemptions for Council Tax.
- d) We only share sensitive personal information (for example, medical or disability related information) on a need to know basis where it is necessary for us to do so for your safety or wellbeing or the safety and wellbeing of others in the Residence. We may also share this information where we are permitted or required to do so by law including in response to Covid-19. Please note, if you do not let us know in your application for Accommodation of any additional requirements you have for medical or disability related reasons, we may not be able to implement reasonable adjustments or provide auxiliary aids if you inform us of your issues or needs at a later stage.
- e) You should also let us know if you are considered vulnerable or are shielding as a result of Covi-19 so that we can work with you to take any necessary precautions.

7. **Governing law and enforceability**

If any provision of this Agreement is found to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

8. **Legislation**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

9. **VAT**

At the date of this Agreement the Accommodation Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

OUR RESPONSIBILITIES

10. **Services & facilities**

- a) During the Period of Residence we will provide the services and facilities set out below. Please note, from time to time, there may be problems with the services and facilities and we will endeavour to resolve these as soon as possible, once we are aware of the problem. However, we will not be liable (and you will therefore not be entitled to claim compensation), for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence).

Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel, materials or labour disputes, student action, Covid-19 or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

We will make sure that the structure and exterior of the Accommodation and the Residence are maintained. Whilst we endeavour to carry out maintenance work outside of the Period of Residence, we may need to carry out works at other times. If we do, we will endeavour to cause as little disturbance as possible but some disruption may be inevitable and we will not be liable to you for any such disruption.

- b) We will keep the Residence Grounds tidy and, as far as is reasonably practicable, free from waste or litter.

- c) We will keep the footpaths in the Residence Grounds in repair and, as far as is reasonably practicable, free from obstruction.
- d) We will provide kitchen, bathroom, toilet and shower facilities in the Residence and/or the Accommodation and make sure that they are kept repaired and in working order. Depending upon the type of the Accommodation, these facilities will be either shared with other students or en-suite. You are responsible for keeping these facilities clean, but we will help you keep communal bathrooms clean by providing a regular cleaning service. The University reserves the right to suspend this service if deemed appropriate due to covid-19, no compensation will be offered for this.

In some Residences and/or Accommodation we will provide shared kitchen facilities. Where we do, we will provide and maintain in working order adequate facilities for the preparation, cooking and storage, including cold storage, of food.

In relation to communal bathrooms and shared kitchen facilities, the University reserves the right to impose restrictions on their use if reasonably required as a result of Covid-19. If such restrictions become necessary we will provide as much notice to you as is reasonable in the circumstances. If it is necessary however for your safety and wellbeing and that of other students, we reserve the right to impose restrictions with immediate effect..

- e) We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation and the Residence are kept repaired and in working order.
- f) We will provide an adequate supply of hot water for domestic use.
- g) We will provide reasonably adequate heating during the Period of Residence. This will mean that the heating will not be on all the time and will be turned off during the summer period. Further information on the University heating policy is available at http://www.york.ac.uk/admin/estates/operations/energy_management/
- h) We will provide refuse bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation, the Residence and/or the Residence Grounds and arrange for disposal of refuse from these bins.
- i) We will make sure that the Communal Areas are kept repaired within a reasonable period of time (except where the breakage or damage is attributable to the residents or their visitors) and are regularly serviced.
- j) We will make sure that the fire-fighting equipment in any shared areas of the Accommodation, the Communal Areas or any other part of the Residence are kept repaired and in working order.
- k) We have arranged for an external company to provide and maintain facilities for the washing and drying of clothes in the Residence, for which there will be a separate charge levied by the external company at the point of use.
- l) The cost of the Internet service (if any) is included within your Accommodation Fee.
- m) If your Booking states that the Accommodation has catering then the terms set out in the Booking or referred to on the website relating to any catering shall apply.

11. **Insurance**

- a) We will insure the Residence against fire and other risks, which we reasonably consider necessary.
- b) At present, we provide a level of cover for your personal belongings under a block policy of insurance for all Residences, subject to the exclusions and limitations that apply to that policy. If you do not consider that cover is adequate then you can arrange for "top up" insurance but

you will need to do this yourself directly with the insurance company. If for any reason we cease to provide the block policy (and we will give you notice of this if we do), you are responsible for taking out such insurance cover yourself at your own cost.

Information on our block policy of insurance and the insurance company is available at <https://www.york.ac.uk/students/accommodation/campus-accommodation/residentinformation/safetyandsecurity/>

YOUR RESPONSIBILITIES

12. Accommodation Fee

- a) You must pay the Accommodation Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule One.
- b) Subject to other provisions of this Agreement your obligation to pay the Accommodation Fee on the dates set out in Schedule One applies:
 - i) WHETHER OR NOT you move into the Accommodation; and
 - ii) irrespective of the date that you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Accommodation Fee); and
 - iii) irrespective of individual course dates which may start later or finish earlier than the Period of Residence.
- c) In the event the University exercises its right to suspend this Agreement in accordance with paragraph 30 c), your obligation to pay your Accommodation Fee will be suspended for the period of time that you are unable to occupy your Accommodation due to Covid-19 until such time as any measures are repealed or relaxed sufficiently to allow the Accommodation to be safely occupied again in the reasonable opinion of the University. For the avoidance of doubt, any Accommodation Fee paid in advance in relation to such period of suspension shall be held by the University and off-set against any future Accommodation Fees when the same become payable again. Should the end of the term of this Agreement be reached without the Accommodation being capable of being safely occupied again following a suspension of this Agreement, any Accommodation Fee relating to the period of suspension will be repaid to you. In addition, should the amount being held be more than any future Accommodation Fees that become payable again, the University will repay to you any such overpayment.
- d) Family accommodation fee is exclusive of the supply of water, heat, lighting and power. You are responsible for paying for water, sewerage, gas and electricity supply directly to the relevant companies from the start of the accommodation contract. By accepting this accommodation, you agree to inform the suppliers of the date the contract starts and pay all the bills and arrange and pay all final bills prior to vacating the Accommodation.
 - i) You agree to pay promptly all charges relating to use of gas electricity water and drainage at the Accommodation to the relevant companies, as referred to in clause 12.7 above.
 - ii) You must pay all Council Tax charged on the Accommodation and apply to York City Council for student exemption where appropriate.

13. Inventory

- a) We will provide the Accommodation with such fixtures, fittings, furniture and equipment as detailed on the Inventory. You agree to complete and return the Inventory, within 48 hours of moving in, noting on the inventory any discrepancies. By indicating that an item's condition is 'okay' on the inventory, you are confirming that you have thoroughly checked the condition of the item, for example, checked both sides of the mattress, condition of all walls and noticeboard and are confirming that the items are present, are not marked or damaged and are working correctly. If there is any damage to the Accommodation, the Accommodation Contents or if there are any items missing at the end of the tenancy you may find it difficult to prove that you were not responsible, if you fail to report the problem at the start of the tenancy or fail to complete the inventory.
- b) We expect you to notify us, using our online system <https://www.york.ac.uk/students/accommodation/university-accommodation/reportaproblem/> if there is a problem with your Accommodation and to let us know promptly if you are not satisfied with our response to your request.
- c) Once you have notified us through the online system referred to in clause 19 we will within a reasonable period repair or (where necessary) replace items on the Inventory (except where the loss, breakage or damage is attributable to you or your visitors or is minor damage which in our reasonable opinion does not adversely impact on your use of the Accommodation).

14. **Sharing the Accommodation**

- a) Unless the Booking states otherwise, or we agree different arrangements with you in writing, only you can live in the Accommodation.
- b) If you applied for accommodation as part of a group, or to live in an area with students on similar study years/courses e.g. Continuing Residents or postgraduates, we will endeavour to allocate similar students to any vacant rooms within the area but we have the right to allocate vacant rooms to different student types both prior to the commencement of this Agreement and during the Period of Residence.
- c) You must not use the Accommodation for any other purpose than as study and living accommodation.
 - i) You agree not to transfer your rights under this Agreement or sublet the Accommodation and you also agree not to allow any person to live in the Accommodation other than the persons named in the Booking, or otherwise agreed with us in writing.

Any breach of these obligations will be regarded by us as a serious breach of this Agreement and may result in this Agreement being terminated early.

- d) Where your Accommodation is designated as a shared Room and we have agreed that you can live in it on your own, you must pay the full Accommodation Fee payable for a single Room.

15. **Visitors and guests**

- a) You are responsible for the behaviour of any invited guest (whether the invitation is made expressly by you or implied by your behaviour), in the Accommodation, the Residence, the Residence Grounds and the local neighbourhood surrounding the Residence and Residence Grounds. For the avoidance of doubt, you must ensure that any invited guest complies with the Government guidelines from time to time in force in relation to Covid-19 including that relating to number of people allowed inside properties, the number of people allowed to gather outside and the current social distancing guidelines.

- b) You are not allowed to give your keys to your guests and guests are not allowed to stay in the Accommodation without you being present.
- c) You must ensure that your guests do not break the terms of this Agreement. If they do, you may be held responsible for any damage, undue wear and tear, or disturbance caused and you and that person could face legal action. Also, it may result in this Agreement being terminated early.
- d) You agree that we may remove or exclude your invited guests from the Accommodation or the Residence where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons and/or to safeguard our property including where such removal is necessary due to Covid-19.
- e) Providing it is permitted under Government guidance or regulations concerning Covid-19, you agree not to allow anyone other than one occasional adult guest to stay overnight, for no more than two consecutive nights, provided this does not adversely affect other residents or disrupt study. We reserve the right to withdraw this privilege on 48 hours' notice if in our reasonable opinion it is necessary to do so for the safety and wellbeing of other occupants of the Residence and/or to safeguard our property save where such withdrawal is due to non-compliance with Government guidance on Covid-19 in which case the right can be withdrawn immediately, on no notice.

16. **Moving Rooms**

- a) Unless you are asked to move by us, you agree not to move to another Room within the Residence, or to any other accommodation provided by us, without first complying with the process for moving which is set out at <https://www.york.ac.uk/students/accommodation/university-accommodation/leave-or-change-room/> and obtaining the prior written approval from the Accommodation Services (who will act reasonably) to this.
- b) If you are permitted by us to move, all the terms and conditions of this Agreement are transferable to the new Accommodation, with the exception of:
 - (i) the Accommodation Fee (which will be payable at the rate applicable to the new accommodation from the date you move into the new Accommodation (subject to clause 31)); and
 - (ii) any provisions which are specific to the original, or new, Accommodation.

17. **Risk assessments**

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence. For the avoidance of doubt, this includes risk assessments relating to Covid-19 and more generally for health and safety purposes.

18. **Respect for others**

You agree to have and to show respect for other persons living and/or working in the Residence and will comply with the Residency Regulations at all times including (but not limited to):

- a) Not doing anything which causes or is likely to cause a nuisance or annoyance to your Neighbours;
- b) Not doing anything which interferes with the peace, comfort, or convenience of your Neighbours including (but not limited to) drunken behaviour, foul and/or abusive language

and/or inconsiderate or inappropriate parking of vehicles and/or Government social distancing guidelines;

- c) Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your Neighbours.. **If you do not do so, it will be regarded as a serious breach of this Agreement.**

In particular, you agree not to make or allow any loud noise:

- i) between the hours of 23.00 hours and 08.00 hours each day; or
 - ii) at all times in the week immediately before and throughout the period of any official University examination periods.
- d) Not smoking in the Accommodation or the Residence or within 2 metres of any door or window;
- e) Not to bring a car to the University as:
- i) you are not eligible to apply for a college parking permit (except in exceptional circumstances or where a college has advertised parking provision within their college for some of their residents). A permit for a college does not allow use in other University car parks and;
 - ii) there is very limited street parking available. The University works closely with the local community and discourages use of local street parking by students living in College because this can cause a nuisance to our neighbours.

If you are permitted to bring a vehicle to the University, you agree to comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed at: <https://www.york.ac.uk/about/departments/support-and-admin/estates-and-campus-services/travel/>

19. Repairs, maintenance and alterations

- a) You agree to keep the inside of the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation paying particular attention to any communal kitchens or shared bathrooms and making sure the same are thoroughly cleaned after each use by you.
- b) You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the bins in the designated area at the Residence;
- c) You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory.
- d) You agree that you will not leave any personal belongings or other obstacle in the Communal Areas or the Residence Grounds and you will not make dirty or untidy the Communal Areas or the Residence Grounds. .
- e) You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation and/or Residence. This includes not putting up posters, hooks and other items with any type of fixing method or adhesive (including temporary adhesives such as Blu-Tack, sticky pads and sticky strips) including pin/noticeboards. You also agree not to make any holes in the furniture, fabric, walls and doors to accommodate the wiring of your electrical appliances or for any other purpose.
- f) You agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, the Communal Areas any other part of the Residence or the Residence Grounds

- g) You agree not to fit or install any satellite dish, television or radio aerial.
- h) You agree not to bring any soft furnishings (save for bedding) or other furniture (including but not limited to inflatable furniture) into the Accommodation and/or the Residence except where the Accommodation Services has given prior written consent. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation;
- i) You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Facilities Helpdesk online or by telephone
<https://www.york.ac.uk/students/accommodation/university-accommodation/reportaproblem/>.

If the repair is urgent, you should contact your College Reception. If you fail to report any loss, breakage, damage or repairs and that failure to report results in further loss or damage or failure to the Accommodation or the Residence that will be a breach of this Agreement

20. You must also comply with the following:

a) **Electrical appliances**

You agree:

- i) to be responsible for ensuring that your own electrical equipment is safe to use, is used safely and has been appropriately tested in line with the Electricity at Work Regulations. In particular, any item used in kitchens or other communal spaces must be PAT tested and labelled. We carry out safety checks on electrical equipment in communal areas including kitchens. Any electrical equipment in a communal area owned by a student may also be checked. If the student owned equipment is found to be unsafe at any time, we have the right to remove the appliance. The University offers PAT testing sessions, so please ensure any item you wish to use in a communal space has been tested. This includes extension leads and adaptors;
- ii) to ensure that each of your own electrical appliances is fitted with the correct fuse and only one appliance is wired to one plug;
- iii) not to use cooking equipment including but not limited to kettles, toasters, rice cookers, fridges and freezers or other similar electrical equipment in study bedrooms, unless your bedroom has a designated kitchen with cooking equipment provided by us, e.g. a studio flat. Cooking equipment should only be used within a kitchen. Where you place electrical cooking equipment in a shared kitchen for communal use it is your responsibility to ensure it is appropriately portable appliance tested, is safe to use and is regularly cleaned; and
- iv) not to bring heating equipment, including electric clothes driers or appliances with a high electrical consumption into the Accommodation or the Residence without prior permission from the Accommodation team

b) **Fire safety**

You agree to adhere to all fire regulations and respond to fire alarms. These regulations are included within the Residency Regulations, which include (but are not limited to), the following obligations on you:

- i) If you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point;
- ii) you agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation and on notice boards in the Residence) and evacuate the Accommodation and/or the Residence on every occasion that the fire alarm rings

continuously and co-operate at all times with our staff and contractors and the emergency services;

- iii) you agree not to obstruct Communal areas or fire escape routes nor prop open, or otherwise tamper with the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect;
- iv) you agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your Neighbours at high risk;

c) **Security**

You must ensure that your Accommodation and the Residence are left secure. This includes (but is not limited to):

- i) keeping your key, key fob or key card with you at all times;
- ii) never marking your keys, key fobs or key cards with your address, or copying your keys or giving your keys, key fobs or key cards to anyone else. Please dispose of the cardboard wallet you receive when you first collect your keys;
- iii) carrying your student admissions/identity card with you on all occasions in order that, when requested by any of our staff or contractors, you will be able to provide identification;
- iv) locking the door to your Accommodation and making sure all windows are locked whenever you leave it, whichever floor of the building your Accommodation is located. This helps prevent birds and insects entering, as well as keeping the accommodation safe. Ensure that any corridor and main entrance doors in the Residence are secure behind you when entering or leaving;
- v) not letting anyone you do not know into the Residence and accompanying your invited guests at all times;
- vi) being vigilant and reporting promptly any suspicious events to Security Services emergency line on (01904) 32 3333 or via the Safe Zone App (which you can download from the University website).

21. **Access**

You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 26 below.

22. **Pets**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence or within the Residence Grounds. Assistance dogs are permitted by prior arrangement with Accommodation Services.

23. **Payment for loss or damage**

- a) You must pay for any or all loss or damage we suffer as a result of any breach of this Agreement by you, those living with you or your visitors. This includes (but is not limited to) any costs properly incurred by us in arranging any additional cleaning of your Accommodation due to any breach of this Agreement by you, key or lock replacement, collecting arrears, paying professional advisors and in relation to court proceedings.

You must pay for the cost of issuing replacement lost/stolen keys/cards. The charge for the first set of keys lost/stolen is set out in the schedule of fines and charges on the website in the Residents Handbook which can be seen at

<https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/>

This is a nominal amount only and you should be aware that this does not cover the full cost of issuing the replacement set of keys/card. If a subsequent set of keys/card is lost/stolen the full cost of a replacement lock and keys necessary to ensure security for all may be charged.

- b) If for any reason you cause us to become liable for Council Tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

24. **When you leave**

- a) At the end of the Agreement you agree:
 - i) to vacate the Accommodation by the time we have specified on either the last day of the Period of Residence or the last day of the Agreement, if ended earlier;
 - ii) to return all keys, key fobs, or key cards to the College Reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you with the full cost of this;
 - iii) to leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation, and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear;
 - iv) that if you leave any rubbish or belongings in the Accommodation, we can dispose of it/them. If you leave any belongings of value in the Accommodation or in any Communal Areas, then provided we know to which Resident they belong (or are likely to belong) we will notify you of this and give you a reasonable period of time to collect them. If you do not collect them within that reasonable period, you agree that we can dispose of them;
 - v) that if you do not leave the Accommodation by the time we have specified and we have to take action (which may include legal action) against you to require you to move out of the Accommodation you will pay all proper costs (including legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave;
 - vi) that, where we have agreed under the terms of this Agreement or otherwise that you may leave the Accommodation earlier than the last day of the Period of Residence, you will notify Accommodation Services that you have left the Accommodation in addition to returning the keys. Please note that you will be charged the Accommodation Fee for the period up to the date we receive that notice from you even if you have left the Accommodation before that date.
- b) If this Agreement is suspended due to any of the reasons set out in paragraph 30 c) and you have to leave your Accommodation, you will endeavour to take as many of your belongings with you as practically possible.
- c) Where this Agreement has been suspended due to any of the reasons set out in paragraph 2 (f) and you have to leave you Accommodation, if you have to leave any of your belongings

behind we will store these in your Accommodation at no cost to you, subject to the provisions set out in the following paragraphs.

- d) If we are able to use your Accommodation for another purpose whilst this Agreement is suspended, you agree that we will be permitted to carefully pack up your belongings and move them to safe storage until such time as Government guidelines allow for these to be collected.
- e) Following suspension of this Agreement, if you are unable to return to the Accommodation before the expiry of this Agreement, once Government guidelines allow for belongings to be collected, we will contact you and arrange with you a suitable time for you to come and collect the belongings either from your Accommodation or from our safe storage facility.
- f) If you are unable to collect your belongings at the time agreed with you, we will be permitted to carefully pack up your belongings and move them to safe storage and the costs of such storage will be payable by you until such time as your belongings are collected.
- g) If you fail to collect your belongings within 6 months of the Government guidelines allowing your belongings to be collected, we shall be permitted to dispose of your belongings and any monies received for such disposal shall be payable to you subject to us having first deducted the amount incurred by us in dealing with such disposal and any outstanding amount for storage costs.
- h) For the avoidance of doubt, in the event you are unable to return to the University to collect your belongings due to either being located outside of the United Kingdom or due to local restrictions or in the event you are considered vulnerable or are shielding, whilst we reserve the right to remove your belongings from your Accommodation to safely store them until you are able to return to collect them we will not charge you the costs of storage for a reasonable length of time. If you have not collected your belongings within a reasonable period of time after you are able to do so, we will have the right to dispose of them in accordance with paragraph 24 (g).

OUR RIGHTS

25. Alterations and building works

The University is a successful and growing institution and there is currently an exciting programme of development for new teaching and accommodation facilities on Campus, including a new build residence on Campus East. We will use reasonable endeavours to carry out any building works at times likely to minimise disturbance to you but this may not always be possible and we do have the right to carry out any building works at the Accommodation, the Residence and/or on any other part of the Campus without liability for disturbance to you. Details of the planned development on Campus can be found on the University website at <http://www.york.ac.uk/campusinvestment/> which will be updated throughout the build period.

26. Access & Inspection

- a) We have the right to enter the Accommodation to clean, inspect, repair, to show your room on Open Days and visit afternoons or for any other reasonable purpose at reasonable hours of the day subject to our complying with Government guidelines in relation to Covid-19.
- b) If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours written notice (but whenever possible we will aim to give you 7 days' notice) before entering the Accommodation. In that notice we will state the date (or where the visit may take place on one of a number of days, the range of dates) and purpose of the visit. Advance notice will not be given in the case of an emergency (which includes problems with supply of water, heating, electricity, internet or with fire safety devices) in the case of ad-hoc statutory inspections or if you are in breach of clause 20 of this Agreement and have been informed in

writing by us that inspections without notice are deemed necessary to protect your own well-being or the well-being and safety of others or to prevent damage to the Accommodation. In the case of an emergency, an ad-hoc statutory inspection, or a breach of clause 20, entry by us may be at any time without notice.

- c) If you have reported to us the need for a repair in the Accommodation, we have the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours of the day without giving you advance notice of our visit. If when reporting the repair, you ask us to give you advance notice in accordance with clause 26(b) we will try to give that advance notice but may not be able to do so when we consider the repair requires prompt attention.
- d) If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 26(b)) or which arises as a result of you having reported a repair to us (in accordance with clause 26(c)) we may enter the Accommodation, using our duplicate key.
- e) In an emergency, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case, we will secure the Accommodation and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, this will be a breach of this Agreement
- f) Where, on any inspection of the Accommodation by us under this clause 26, we reasonably consider that additional cleaning is required, we will first issue you with a warning. If the Accommodation is not cleaned to a satisfactory condition by the time of the next inspection we may arrange for any necessary work to be undertaken and this will be treated as a breach of this Agreement.
- g) We provide a regular kitchen cleaning service for communal kitchens. We let you know the day we clean the kitchen and what you need to do in preparation for this cleaning service. If your kitchen has not been fully prepared, a partial clean or no cleaning will be carried out.
- h) We confirm to you that when exercising any of our rights to inspect, enter, repair or otherwise manage the Accommodation and the Residence in accordance with the terms of this Agreement we will do so in accordance with our obligations and duties to you under any relevant safeguarding laws and regulations applicable under English Law.

27. Removal of items from Accommodation

We may remove from the Accommodation any items which we find in the Accommodation or Residence (either used or unused) that we consider are dangerous and/or may cause a fire hazard. If we remove an item, we will inform you that the item has been confiscated and who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation.

28. Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

29. Right to relocate

- a) We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to):
 - i) where we consider that we cannot reasonably carry out works to the Accommodation, the Residence or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;

- ii) where the Accommodation and/or the Residence is damaged or otherwise adversely affected, such that we reasonably consider that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction);
 - iii) where your Period of Residence includes the Christmas and/or Easter and/or Summer vacations and the Residence is not fully occupied over the vacation and we reasonably decide to move you to other University accommodation so that all students residing in the University over the vacation are together in the same part of the University;
 - iv) where the terms of your Agreement, due to the nature of your course of study or otherwise, are inconsistent with the terms of the standard Agreement (for example the Agreement incorporates a late start, early finish or short Period of Residence); or
 - v) where we need to relocate another resident to your Accommodation because your Accommodation is more suitable for them (for reasons of health, welfare or mobility) and no other suitable accommodation for that resident is otherwise available.
- b) We reserve the right to require you to move (either temporarily or permanently) to suitable alternative accommodation where we reasonably consider, because of your behaviour, or for your welfare or for any other reason, that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation. **Failure by you to comply with this clause by refusing to vacate will be considered a serious breach of this Agreement.**
- c) We may give you notice to reallocate you to different suitable alternative accommodation after the date of this Agreement but before the date you take up residence in the Accommodation (if later) and the following provisions shall apply:
- i) we will give you notice of the reallocated accommodation to which you will be moving into;
 - ii) if the Accommodation Fee for the reallocated accommodation is more than the Accommodation Fee payable for the originally allocated Accommodation for any reason, we will not charge you the higher accommodation fee unless you choose to use the catered services if the reallocated accommodation is catered;
 - iii) if the Accommodation Fee for the reallocated accommodation is less than the Accommodation Fee payable for the originally allocated Accommodation, we will charge you the lower accommodation fee as from the date on which you move into the similar alternative accommodation.
- d) If due to Covid-19 we need to move you after the date you take up residence in the Accommodation to alternative accommodation, either due to need to self-isolate, quarantine or due to the protection of your own safety, the following provisions shall apply:
- i) we will give you notice of the reallocated accommodation to which you will be moving into. We will endeavour to give you reasonable notice but we reserve the right to ask you to relocate as soon as reasonably practicable if the imposition of Government restrictions makes that necessary for your wellbeing and that of other students;
 - ii) you must move at the time we tell you;
 - iii) if the Accommodation Fee for the reallocated accommodation is more than the Accommodation Fee payable for the originally allocated Accommodation for any reason, we will not charge you the higher accommodation fee;
 - iv) if the Accommodation Fee for the reallocated accommodation is less than the Accommodation Fee payable for the originally allocated Accommodation, we will charge you the lower accommodation fee as from the date on which you move into the alternative accommodation.

For the avoidance of doubt any such reallocation of accommodation under paragraphs c) and d) by us does not give you the right to cancel the Agreement.

- e) If we request you to relocate other than pursuant to paragraphs c) and d):
 - i) we will give you written notice of this and give you details of the suitable alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the suitable alternative accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as twenty four hours;
 - ii) if the Accommodation Fee for the suitable alternative accommodation is more than the Accommodation Fee that you are paying, we will not charge you the higher Accommodation Fee;
 - iii) subject to clause 29(g), if the Accommodation Fee for the suitable alternative accommodation is less than the Accommodation Fee that you are paying, we will charge you the lower Accommodation Fee as from the date on which you move into the suitable alternative accommodation; and
 - iv) if we reasonably agree that the alternative accommodation is not sufficiently similar, you have the right to terminate this Agreement. If you wish to exercise this right you must give Accommodation Services written notice of this no later than 7 days after the date of the written notice that we have given to you under clause 29(e)(i). The Agreement will then end on a date 7 days after your notice to terminate was given to Accommodation Services or such other date as you may agree with Accommodation Services (acting reasonably). We will refund any Accommodation Fee you have paid in respect of the period after the termination date.
- f) If you do not move out of the Accommodation when we ask you to do so, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the cost of the legal action be paid by you.
- g) If you are moving from catered accommodation to non-catered accommodation, unless we in our absolute discretion agree to waive such requirement, you will pay the catered accommodation fee for all meals you have been entitled to take for your catered Accommodation during the Residence Period up to and including the Friday dinner of the week of the relocation, and you will also be entitled to redeem all meals paid for (in the outlet allocated to you under the catered accommodation package).

30. Right to temporarily suspend your right to occupy

- a) If you have:
 - i) committed a serious breach of your obligations under this Agreement, or we reasonably suspect that you have; or
 - ii) you are in serious breach of the University Regulations such that we reasonably consider that suspension from your Accommodation is necessary; or
 - iii) you are under investigation by the police for any offence or are charged with any offence; or
 - iv) we have reasonable grounds to believe that you may have committed any offence (whether or not at that stage there is any police investigation)

we may suspend you from the Accommodation during the period of appropriate investigation of the breach or the suspected breach or the offence or suspected offence. We will only suspend you if we consider (acting reasonably) that your continued presence at the Accommodation will constitute a threat to life, limb or safety or well-being of any person and/or

criminal damage to property. Any decision to suspend you will be made in accordance with the procedure set out in the Regulations and be subject to your right to appeal that suspension as detailed in the Regulations.

- b) During this suspension, we are under no obligation to provide you with any accommodation.
- c) If due to Covid-19 whether localised to the University or nationally:
 - i) any control, law, direction or measure is imposed or any control administered by or issued by any Government or regulatory body relating to the control of disease, closure of businesses or premises, or control of movement of people, goods or services or a restriction on transfer of any of the same imposed or administered as a response to an outbreak of disease or as a means of preventing the significant transmission of a disease; and/or
 - ii) any restriction on movement or isolation or quarantining of people is imposed by a Government or regulatory body; and/or
 - iii) any restrictions are imposed by any Government or regulatory body on the use of, access to or operation of the Accommodation,

during the term of this Agreement resulting in the Accommodation, in the reasonable opinion of the University, being unsafe to occupy, then the University shall have the right to suspend or terminate this Agreement. We will endeavour to give you reasonable notice of the suspension of the Agreement in accordance with the procedure set out in the Regulations but we reserve the right to suspend the Agreement with immediate effect if the imposition of Government restrictions makes that necessary for your wellbeing and that of other students or if the University believes it is in the best interests of the students. In the event this Agreement is suspended, such suspension shall be for so long as such measures remain in force or until the University considers it is safe for Accommodation to be occupied and, if necessary, we can require you to vacate the Accommodation until such time as such measures are repealed or relaxed sufficiently to allow the Accommodation to be safely occupied again in the reasonable opinion of the University. If we suspend this Agreement under this clause 30 c), no Accommodation Fee shall be payable for so long as the Accommodation is not capable of being safely occupied.

PROCEDURE FOR DEALING WITH YOUR BREACHES

31. Procedure

- a) If you, anyone living with you or your invited guests breach any of the conditions of this Agreement then, depending upon the nature of the breach and/or the seriousness of the breach, action may be taken against you under the procedure set out in clauses c) to h) below.
- b) Save for the breaches set out below, any breach of the conditions of this Agreement by you, or by anyone living with you or by your invited guests, will constitute a disciplinary offence under the Regulations. Those breaches that will not constitute a disciplinary offence are:
 - i) failure to pay the Accommodation Fee; and/or ii) you being made bankrupt.
- c) On any member of staff of the University identifying or becoming aware of any breach or suspected breach by you of the terms of this Agreement, that member of staff will decide (subject to clause d)) whether to:
 - i) take no action; or
 - ii) discuss this with you informally; and/or

- iii) refer the matter to Accommodation Services and/or Health & Safety; and/or
 - iv) refer the matter to the College Office for the Residence.
- d) The matter will be referred to Accommodation Services and/or Health & Safety in circumstances where:
- i) it is clear that you, anyone living with you or your invited guests have breached the Agreement; and
 - ii) that the breach has resulted in damage being caused to the Accommodation, the Residence or the Residence Grounds.
- e) If the matter is referred to Accommodation Services under clause d):
- i) you will be issued with a demand for the reasonable cost of repairing the damage caused by your breach in accordance with clause 23. You will need to pay the invoice within 14 days and if you fail to do so this will constitute a disciplinary offence under Regulation 7 and the matter will be referred to the College Office of the Residence to be dealt with in accordance with clause 31(f) and Regulation 7. If you are unhappy with the amount of the invoice issued to you by Accommodation Services, you can complain about the level of the invoice in accordance with the procedure set out in clause 36;
 - ii) where the matter is sufficiently serious, it shall be referred to the College Office for the Residence.
- f) If the breach or suspected breach is referred to the College Office for the Residence, the College Office will deal with the breach or suspected breach in accordance with Regulation 7 of the Regulations. If the College Office decides that you have committed the breach then, under Regulation 7, this could result in the College Office
- i) imposing a fine up to the maximum figure as set out in Regulation 7; and/or
 - ii) requiring you to pay the reasonable costs incurred by us arising from the breach over and above any payable by you under clause e); and/or
 - iii) referring the matter to the Deputy Vice Chancellor or a Pro Vice Chancellor. This may result in a decision being made that we will terminate this Agreement;
- g) If you are unhappy with the decision made by the College Office you can complain about the decision in accordance with the procedure set out in clause 36. If you are unhappy with the decision made by the Deputy Vice Chancellor or a Pro Vice Chancellor you may appeal this. References within clauses 31 and 32 are to the University Regulations are on the web page <http://www.york.ac.uk/about/organisation/governance/governancedocuments/ordinances-and-regulations/regulation-7/>
- h) The above procedure will not apply in relation to a breach of the Agreement arising from either your failure to pay the Accommodation Fee in accordance with the payment terms or you becoming bankrupt. In such circumstances:
- i) we will be entitled to terminate the Agreement in accordance with clause 28;
 - ii) if you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 36.

As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Accommodation Fee when it is due you should immediately contact the Fees Office.

YOUR RIGHT TO END THIS AGREEMENT EARLY

32. Right to terminate

- a) You can request to terminate this Agreement if you find a suitable replacement occupier who is not already in accommodation provided by us and who will occupy the Accommodation immediately after you have left. (You must submit details of the replacement occupier to Accommodation Services who will consider the nominee's suitability before agreeing to the replacement.) It is your responsibility to find a suitable replacement.
- b) You may terminate this Agreement if you meet the criteria set out in clause 32(c) below AND provided you:
 - i) give Accommodation Services not less than 8 weeks written notice of your intention to terminate at the end of the notice period using the request to vacate form which can be found at:
<https://www.york.ac.uk/students/accommodation/campus-accommodation/leave-or-change-room/> and in the notice, you specify the reasons for wishing to vacate and the End Date;
 - ii) Where you terminate without finding a replacement occupier then you must pay in full on or before the End Date, all of the Accommodation Fee due under this Agreement up to and including the End Date (including the meal charges where the Accommodation is catered) (whether or not you choose to vacate before that date)
- c) You may terminate this Agreement under clause 32(b) above if you:
 - i) withdraw from your programme of study or take Leave of Absence and you:
 - (a) give to Accommodation Services **not less than 8 weeks'** written notice of your intention to terminate this Agreement at the end of that 8 week period; and
 - (b) pay in full on or before the date the 8 week notice period expires all of the Accommodation Fee (including where the Accommodation is catered the meal charges) due under this Agreement up to and including the end of the 8 week notice period (whether or not you choose to vacate before that date); or
 - ii) are undertaking research work for a period longer than 6 weeks as part of your postgraduate course which can only be carried out away from York and you:
 - (a) give to Accommodation Services not less than 8 weeks' written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date (which may not be any earlier than the date one week before the date the research placement starts); and
 - (b) pay in full on or before the End Date you have specified all of the Accommodation Fee due under this Agreement up to and including the End Date (including the meal charges where the Accommodation is catered) due under this Agreement (whether or not you choose to vacate before that date); and
 - (c) return your keys to the College Reception and write to the Accommodation Services to confirm that you have vacated the Residence.
- d) If you withdraw from your programme of study or take Leave of Absence and you fail to give Accommodation Services the required notice under clause c)i) **you will be charged the**

Accommodation Fee for the period up to and including the date 8 weeks after the date that Accommodation Services are notified by the University Registry that your student record has been changed.

- e) You may apply to withdraw from this Agreement as a result of Covid-19 where the Government guidelines relating to Covid-19 require you to return to your place of main residence due to your personal circumstances, e.g. you are considered vulnerable and need to shield, and staying at your Accommodation safely is not possible. In these circumstances, you will need to notify Accommodation Services as to your circumstances and the reasons for your request to withdraw from this Agreement and Accommodation Services shall act reasonably in considering your request and will notify you as soon as possible whether you can withdraw. If you do so withdraw, the Accommodation Agreement will terminate on the date agreed with Accommodation Services.
- f) The conditions set out in clause 32(c) do not apply where:
- i) you are a returning student who has accepted Accommodation for the following academic year and between Accepting the Accommodation and the start of your contract you are offered a placement of more than 6 continuous weeks as part of your course away from York; and
 - ii) you notify us of that in writing confirming that you wish to be released from the Agreement for the next academic year as soon as the placement is confirmed.

In those circumstances we will release you from the Agreement and no charges will be made for the Accommodation. If, however, you do not notify us before the start of your contract we will be under no obligation to release you from the Agreement and you will still be liable for the whole of the Accommodation Fee unless we are able to re-let the Accommodation.

- g) If you give us the required period of notice under this clause 32 but fail to pay all of the Accommodation Fee due under this Agreement up to and including the End Date or the date the notice period ends (as the case may be) then you have not satisfied the requirements for termination and this Agreement will continue and you will remain liable the Accommodation Fee.

You may, however, serve a further notice giving 8 weeks' notice to terminate the Agreement and provided you have paid all of the Accommodation Fee due to the end of that 8 week period and have given notice to Accommodation Services that you have left the Accommodation then the Agreement will terminate.

- h) If you terminate this Agreement under either clauses 32(a), 32(c) and 32(e) and you move out of the Accommodation by the End Date or the date the relevant notice period expires (as the case may be), we will refund any Accommodation Fee that you have paid in respect of the period after the End Date,

OUR RIGHT TO END THIS AGREEMENT EARLY

33. Termination for breach

We may terminate this Agreement in any of the following circumstances:

- a) If you have failed to pay the Accommodation Fee; or
- b) where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 31 above, we have decided to terminate the Agreement; or

- c) if you are made bankrupt.

34. Termination for other reasons

We may also terminate this Agreement by giving you notice in any of the following circumstances:

- a) If we are unable to find you similar alternative accommodation (despite our reasonable efforts) and, through no fault of your own, either:
 - i) your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;
 - ii) we are unable to provide the Accommodation as a result of events beyond our control; or
 - iii) due to Covid-19, we cannot provide you with suitably safe Accommodation.
- b) If you are no longer pursuing a full time course of study at the University;
- c) Where we reasonably consider that, because:
 - i) of your behaviour; or
 - ii) of any other reason (for example, an infestation by insects or an outbreak of an infectious disease)

it is necessary to move you from the Accommodation to protect your well-being or the wellbeing of others, or to prevent damage to the Accommodation;

- d) If any information supplied by you, or on your behalf, in connection with your application to the University or for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation; or
- e) If for any reason you or (in the case of any couples accommodation) any other occupier of the Accommodation causes us to become liable for Council Tax (because you or any other occupier are in full time employment or claim social security benefits) for the Residence.

35. Notice and effect of termination

- a) If we terminate the Agreement under clauses 33 and 34 we will give you reasonable notice (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than four weeks but may be as little as twenty four hours.
- b) The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.
- c) If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will only be able to force you to move out if we obtain a court order. You will be obliged to pay our proper costs (including legal costs) that we incur in taking such action and we will ask the court to make an order requiring you to pay these costs.
- d) If the Agreement is terminated in the circumstances set out in clause 34.a) and you have moved out of the Accommodation by the termination date:

- i) you will still be obliged to pay, to the extent you have not already paid, that part of the Accommodation Fee corresponding to the period up to and including the termination date; but
 - ii) we will refund any Accommodation Fee you have paid in advance, in respect of the period after the termination date.
- e) If we terminate the Agreement in the circumstances set out in clauses 33, 34.b), 34.c), 34.d) or 34.e):
- i) you will still be obliged to pay, to the extent you have not already paid, that instalment (or instalments) of the Accommodation Fee that should have been paid before the Agreement was terminated, even if that sum covers a period which extends beyond the termination date (where you are paying by instalments this would include all instalments where the date on which the instalment was due to be paid was before the date the Agreement was terminated; but
 - ii) if we are able to re-let the Accommodation, we will refund any part of your Accommodation Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

COMPLAINTS AND APPEALS

36. Complaints

If you are unhappy with a decision that we have made or feel we have either not kept to the terms of this Agreement or that we have breached the Code of Practice you should, in the first instance, follow the Accommodation Services complaints procedure which you can view at:

<https://www.york.ac.uk/students/accommodation/university-accommodation/reportaproblem/>

If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the University Complaints Procedure which you can view at:

<http://www.york.ac.uk/students/help/appeals>

For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement we will be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.

NOTICES

37. Service of Notice

- a) All letters and notices sent by us to you will be properly served if they are given to you in person or by e-mail to your University address or if they are delivered by hand, by first class post, or by special delivery to you at:
- b) the Accommodation and/or;
- c) the address you provide to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clause 38.
- d) A notice sent by the following means is to be treated as having been received;
 - i) if delivered by hand, on the day of delivery; or
 - ii) if sent by special or recorded delivery, on the first working day after posting;
 - or
 - iii) if sent by first class post, on the second working day after posting; or
 - iv) if sent by email to your University address and no "delivery failure" message is received.

38. Change of Address

You agree to notify Student Records of any change to the address you provide to us when applying to us for the Accommodation.

39. Third Party Notices

You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

40. University address for service

Any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to Accommodation Services.

SCHEDULE ONE – PAYMENT OF ACCOMMODATION FEE

- 1. **Terms and conditions concerning payment of Accommodation Fee**
 - a) Your Accommodation Fee must be paid
 - in termly or quarterly instalments in accordance with the payment schedule set out at paragraph 1(g) below
 - b) You can pay by direct debit, cheque, debit card, credit card or bank transfer.
 - c) You can elect what payment method you prefer. If you fail to make an election then you will be deemed to have elected to pay the Accommodation Fee in full in accordance with paragraph 1(a)(i) above.
 - d) If you have elected to pay by cheque this can be posted to the Fees Office, delivered by hand to the letter box at the Fees Office, or sent by post to the Fees Office.
 - e) If you have elected to pay by Credit or Debit card online please use either eVision or go to <https://www.york.ac.uk/students/finance/paying/>. Online payments can be made at any time up to the deadline given in paragraph a)i) above. Please note that we do not accept American Express cards.

- f) If you have elected to pay by Direct Debit you may, at any time up to the first day of term:
- i) enter the details on the secure payment screen when you Accept this Agreement on-line;
 - ii) send a completed paper copy direct debit mandate to the Fees Office;
 - iii) complete a direct debit mandate through eVision as part of the enrolment process.

Please note that a Direct Debit can only be set up from UK bank current accounts and not savings or Rent Prepayment accounts. If your Sponsor is setting up a Direct Debit from their bank account, they will need your Student ID number to do this.

- g) If you have elected to pay by:
- i) cheque, debit card or credit card payment each instalment is due on the instalment date set out in the Booking;
 - ii) direct debit, you will be notified of the amount and dates for each collection at least 10 days before the collection date.

2. **Sponsors**

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Accommodation Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

GLOSSARY

This Agreement contain certain words which have particular legal meanings. These words begin with capital letters so that you can immediately see them. This glossary explains the meaning of these words.

“Accept”	means to formally accept the offer of the Accommodation on-line or by signing a paper copy of the Booking or by moving into the Accommodation and “Accepted” and “Accepting” are to be interpreted accordingly;
“Accommodation Fee”	means the charges for your occupation of the Accommodation as stated in the Booking;
“Accommodation Services”	means the main accommodation office at: Accommodation Services Department of Technology, Estates and Facilities Providence House, Innovation Way, Heslington York YO10 5ZF Tel: +44(0)1904 322165 Email: accommodation@york.ac.uk
“Accommodation”	means the Room which includes in the case of a shared flat or studio flat, all shared areas in that flat, or any alternative accommodation where we have relocated you under this Agreement;
“Agreement”	means the contract between us and you relating to the Accommodation as set out on the front page
“Booking”	means the on-line Booking sent to you by us confirming the details of our offer of the Accommodation;
“Code of Practice”	means the Universities UK/SCOP code of practice for the management of student housing a copy of which can be found at: www.universities.ac.uk
“College Office”	means the College Administrator and/or the College Manager for your College. Contact details are available from your College website and from the College;
“College Reception”	means the College Receptionist. Contact details are available from the College website and from the College;
“Communal Areas”	means all common rooms, stairwells, corridors, landings and entrance halls within the Residence and any shared lounges, kitchens and/or bathrooms in the Residence but not any shared lounges, kitchens and or bathrooms in the Accommodation;

"Conditional Student"	A student who has been offered a conditional course place and who have been offered and Accommodation Conditional upon the course place being confirmed and accepted;
"Continuing Resident"	A student who has occupied accommodation in any Residence pursuant to a previous Agreement
"Covid-19"	Coronavirus Infectious Disease 19 and/or the causative virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), including any mutations of COVID-19 and/or SARS-CoV-2
"Rent Prepayment"	the sum of money stated on the Booking and paid by you and held by us under this Agreement
"End Date"	means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 32 ;
"Facilities Manager"	means the Facilities Manager for your College. Please see your College website or the Online Residents' Handbook for further details;
"Fees Office"	means the Fees Office, University of York, Market Square, Heslington YO10 5DD
"Inventory"	means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University
"Leave of Absence"	means taking an authorised break in studies. www.york.ac.uk/staff/supporting-students/issues/academic/taught/loataught/
"Neighbours"	means (as the case may be in the context of the relevant term or condition) anyone residing in any adjoining/adjacent room to the Accommodation and/or anyone living in the Residence and/or anyone (including for the avoidance of doubt people who are not students) living in the surrounding neighbourhood or locality of the Residence.
"Period of Residence"	means the Period of Residence granted by this Agreement starting and ending on the dates stated in the Booking unless the Agreement ends earlier in accordance with the terms of this Agreement;
"Residence Grounds"	means the external areas of the Accommodation which are owned by us including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Residence;
"Residence"	means the specific Residence named in the Booking;

- “Room” means the room at the Residence specified on the Booking (and includes studio flats);
- “Sponsor” means any person or organisation who is paying all or part of your Accommodation Fee;
- “Student Records” Student Services, Student Administration Building, near Vanbrugh College and Market Square, University of York YO10 5DD;
- “Residency Regulations” The regulations within the Agreement set out on the front page