University of York

TERMS AND CONDITIONS OF RESIDENCE

ACADEMIC YEAR 2019/20

Please read these terms and conditions before Accepting this Agreement by either confirming your Acceptance on-line or by signing and returning the Booking

THIS IS A LEGALLY BINDING CONTRACT.

In Accepting this Agreement you agree to abide fully by these terms and conditions, which may include paying for the full contractual period.

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement, before Accepting this Agreement please contact:

Accommodation Services
Directorate of Estates and Campus Services
Providence House
Innovation Way
Heslington
York YO10 5ZF
Tel: +44(0)1904 322165
Fax: +44(0)1904 324030
Email: accommodation@york.ac.uk
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We want you to enjoy living in your Accommodation during your time at the University of York. We believe it is important that we make it clear from the start of this Agreement what you can expect of us and in turn what we will expect from you during the Agreement.

The terms of the Agreement comprise:

1. the Terms and Conditions of Residence;
2. the Booking;
3. the Insurance Policy which can be reviewed at: [https://www.york.ac.uk/students/accommodation/campus-accommodation/residentinformation/safetyandsecurity/](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/](http://www.york.ac.uk/about/organisation/governance/corporate-publications/ordinances-andregulations/)

If you are unable to access these web links, please contact Accommodation Services before Accepting this Agreement and we will send to you a copy of the Policy and the Regulations so that you can read these before Accepting this Agreement.

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.

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 your own country.

These Terms and Conditions of Residence and the Booking contain certain words which have particular legal meanings. These words begin with capital letters so that you can immediately see them. There is a glossary at the end of these Terms and Conditions of Residence which explain the legal meaning of these words.

You must pay your Accommodation Fee on time and we expect you to look after your Accommodation. 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 managing 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](http://www.universitiesuk.ac.uk). If we fail to meet our responsibilities under this Agreement we expect you to tell us and give us the opportunity to put things right. 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.

We feel that this firm approach is only right to ensure that all our students can live happily in their accommodation.

There are a number of web links contained in this document to the Accommodation Website and the University Website. If you are unable to access any of these web links, please contact Accommodation Services before Accepting this Agreement and we will send to you a copy of the relevant information.
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 the Agreement has been Accepted by someone appearing to act on your behalf we shall assume that you have given that person authority to act on your behalf and therefore to Accept and will regard that Acceptance as binding on you unless you have notified us previously to the contrary.

d) 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 binding on the person standing as your guarantor – but only if you do not comply with your obligations.

e) 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 still remains with you and we may still ask you to pay the Accommodation Fee. It will then be your responsibility to seek repayment of it from the Sponsor.

2. Cancellation or relocation 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.

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 relet 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.

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.

If you:

d) if the Booking is cancelled more than four weeks prior to the start date of the Period of Residence we will retain the Booking Fee.

e) Where the Booking is cancelled then the following charges and fees will apply:

i) if the Booking is cancelled more than four weeks prior to the start date of the Period of Residence we will retain the Booking Fee.

ii) 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 retain the Booking Fee where you have paid one or will send you a request for payment.

iii) 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, then we may charge the Booking Fee and 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.

e) 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.

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.

For the avoidance of doubt any such reallocation of accommodation by us does not give you the right to cancel the Agreement.

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. Damage Deposit

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

Payment of the Damage Deposit

b) The Damage Deposit is payable by you either at the time of Accepting the Booking or when the first payment of the Accommodation Fee is due (whichever we request). The amount of the Damage Deposit will be confirmed by us at the date it is requested but in any event it will not exceed the sum stated on our website which you can access through the following links: Returners: https://www.york.ac.uk/students/accommodation/university-accommodation/contracts-payments-and-prices/New postgraduates: https://www.york.ac.uk/study/accommodation/postgraduate/how-toapply/

New undergraduates: https://www.york.ac.uk/study/accommodation/undergraduate/how-to-apply/If you paid a Booking Fee when Accepting the Booking, this will be converted into the Damage Deposit on the date you collect the keys for your Accommodation.

Use of Damage Deposit

c) The Damage Deposit may be used by us where you either are required to pay us any costs, fees or charges under this Agreement or where any Accommodation Fees are not paid. You will be advised via e-mail if a deduction is to be made from the Damage Deposit at any time in accordance with the terms of this Agreement.

d) You may not offset the Damage Deposit against payment of Accommodation Fees or any other sums to the University.

Deductions from Deposit

e) We shall be entitled to deduct and/or retain from the Damage Deposit:

i) any unpaid Accommodation Fee or other sums due under this Agreement;

ii) any reasonable sum we properly incur in rectifying any failure by you to comply with your obligations under this Agreement;

iii) any reasonable removal and storage charges and disposal costs incurred by us in relation to items of property and belongings left by you in the Accommodation at the end of the Period of Residence;

iv) any charges reasonably incurred by us in relation to damage to any shared areas in the Accommodation or to any Communal Areas shall be deducted from all residents in equal amounts unless the person or persons responsible for the cause of the additional charges has or have made themselves known to us or unless we are otherwise satisfied that we know the person or persons responsible.
v) where the Agreement is terminated for any reason before the end of the Period of Residence, for any Accommodation Fees which would have been payable on the instalment dates before the Termination Date; and

vi) any other charges payable by you under this Agreement where you are in breach of the Agreement and/or have caused damage.

Repayment or top-up of Damage Deposit

f) If we have used the Damage Deposit or any part of it in accordance with this clause 4 or as otherwise stated in this Agreement, you must pay us a further sum on demand to restore the Deposit to the amount stated as the Damage Deposit on our website at: https://www.york.ac.uk/students/accommodation/accommodation/continuers/

Return of the Damage Deposit

g) Provided you have given us your bank account details, the Damage Deposit will be returned to you if all your Accommodation Fees have been paid and there are no cleaning, damage or other charges relating to your Accommodation which remain to be paid.

h) Provided you have given to us your bank account details we shall process the payment of the Damage Deposit (or the balance of it where we have made deduction in accordance with paragraph 4.2 below and you have not asked us to review the deduction) to you within 28 working days of the end of the Period of Residence or the date you have provided us with your bank account details (if later) (and any interest earned on the Deposit may be retained by us). If you have asked us to review the deduction, there will be a delay in processing any refund.

i) Where this Agreement is terminated before the end of the Period of Residence, the Damage Deposit will be processed for payment within 28 days after the termination date.

j) If you have not provided us with your bank details by the date 28 days from and including the end of the Period of Residence we shall not be obliged to return the Damage Deposit to you.

k) We may delay the payment to you of the Damage Deposit if by the end of the 28 working day period referred to in clause 4.9 we are awaiting confirmation of the cost of repairing or replacing any damage or damaged item, in which case we will reasonably estimate the cost of repair or replacement and the amount of the estimated deduction and shall notify you of the cause of the delay in returning the Damage Deposit. In those circumstances, we will if requested pay a partial refund of the Damage Deposit less the estimated value of the repair or replacement (provided this is not more than the Damage Deposit) and once the exact cost of repair or replacement is known we will either:

i) deduct this from the Damage Deposit still held by us and return any balance to you; or

ii) request an additional sum from you where the Damage Deposit has already been returned to you in part but the actual cost of the repair or replacement is more than the estimated amount retained by us; or

iii) request an additional sum from you where the Damage Deposit is not sufficient to cover the cost of the repair or replacement.

l) Please note, if you request return of the Damage Deposit to a bank account and there is a transaction failure because you have given us incorrect or incomplete details, we will deduct from the Damage Deposit any charges made by any Bank and incurred by us from this failed transaction.

5. Legally Binding Agreement
Do not sign this Agreement unless you intend to be legally bound by its terms. Unless the circumstances in clause 2(b) apply you have no right to cancel this agreement once you have signed it and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this Agreement. If there is anything you do not understand or wish to discuss, please contact Accommodation Services before signing this Agreement.

6. **Nature of Agreement**

This Agreement takes effect as a licence and not an assured shorthold tenancy. This is because it is granted by an education institution so that you can pursue a course of study and also because 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.

7. **Variations to Agreement**

With the exception of any changes as a result of government legislation, 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 Head of Space Management, Estates and Campus Services, Providence House, Innovation Way, University of York, YO10 5ZF.

8. **Enquiries**

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 Student Support Hub, a Citizens’ Advice Bureau, Law Centre or solicitor.

9. **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. 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 you inform us of your issues or needs at a later stage.

10. **Governing law and enforceability**

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

11. **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.

12. 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**

13. 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 or materials or labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

   In addition, The University is a successful and growing institution and you should be aware that there is currently an exciting programme of development for new teaching and accommodation facilities on Campus. Details of the programme can be found on the University website at [http://www.york.ac.uk/campus-investment/](http://www.york.ac.uk/campus-investment/). From time to time, we may need to interrupt the services to the Accommodation and/or Residence in order to carry out these development works, but we will endeavour to cause as little disruption or disturbance to the Accommodation and your use of it as possible where we need to do so and will always give as much notice as we can of any such planned interruption (save in case of emergency). However, we will not be liable (and you will therefore not be entitled to claim compensation), for any such interruption to any services or facilities to the Accommodation and/or Residence, or for any loss arising from such interruption.

   b) 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.

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

   d) We will keep the footpaths in the Residence Grounds in repair and, as far as is reasonably practicable, free from obstruction.

   e) 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 ensuite. You are responsible for keeping these facilities clean, but we will help you keep communal bathrooms clean by providing a regular cleaning service.
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.

f) 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.

g) We will provide an adequate supply of hot water for domestic use.

h) 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/.

i) 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.

j) 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.

k) 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.

l) 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.

m) Where we provide and maintain a telephone and Internet point within the Accommodation we will charge you for the telephone services that we provide to you. The cost of the Internet service (if any) is included within your Accommodation Fee.

n) 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.

14. 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
15. **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) If the whole or any part of the Accommodation Fee remains unpaid in breach of the payment terms, we will charge you an administrative charge as shown on https://www.york.ac.uk/students/finance/ to cover our administration expenses in chasing you for payment of any Accommodation Fee arrears. As set out in clause 4, we may also deduct the administrative charge and/or any sum by way of outstanding Accommodation Fee from any Damage Deposit we hold for you.

16. **Booking Fee**

a) Where you are required to pay the Booking Fee in advance, you should pay this when you accept the booking. Where you are not asked to pay the Booking Fee in advance, you are required to pay this with your first instalment of rent. By Accepting this Agreement you agree to pay the Booking Fee in accordance with the payment terms set out in Schedule One.

b) The Booking Fee will be converted into the Damage Deposit on the date you collect the keys for your Accommodation.

17. **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 17b) 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).

18. **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.

d) 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:

i) the persons named in the Booking, or otherwise agreed with us in writing; or

ii) (in the case of a shared Room) with the student who has entered into a separate Accommodation Agreement with us in respect of the Room.

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.

e) Where your Accommodation is designated as a shared Room and we have not agreed that you can live in it on your own, you will pay a reduced rent (as specified in the Booking) but we will be entitled to place another student in the Accommodation and you will be required to share the Accommodation with that student.

f) 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 (as opposed to the previously discounted rate you paid when it was designated a shared Room).

g) If your Accommodation is designated as a shared Room and the Student with whom you are sharing the Accommodation moves out of the Accommodation with our permission, then we will be entitled to place another student in the Accommodation with you.

h) If you are in Accommodation designated as shared Room and it is under-occupied (and we haven’t agreed that you can live in it on your own) we can require you to move to a single room in accordance with the procedure in clause 33.

i) If you agree to move to a single Room all the terms and conditions of this Agreement are transferable to the new Accommodation but you will no longer be entitled to pay a reduced Accommodation Fee and the Accommodation Fee will be for the full level detailed in the Booking for the alternative single Room.

19. 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.

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.

e) 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.

20. 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 35.e)); and ii) any provisions which are specific to the original, or new, Accommodation.

21. 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.

22. Respect for others

You agree to have and to show respect for other persons living and/or working in the Residence 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;

c) Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your Neighbours. This includes any machinery, T.Vs, stereos, CD players, loudspeakers, musical instruments, etc. as well as being responsible for noise made by yourself or any of your guests. You agree to reduce the level of noise immediately if asked to do so by us. **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; or

iii) during any other period when you have been notified by any member of staff that neighbouring residents are studying for an important examination or for a key submission deadline.
d) Not harassing or threatening to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;

e) Not bringing into either the Accommodation, Residence and/or Residence Grounds any weapons or items of any description that are illegal or which we consider acting reasonably to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;

f) Not working on any motor vehicles or motor cycles in the Accommodation, the Residence or any of the Residence Grounds;

g) Not allowing the Accommodation to be used for any criminal, immoral or illegal purpose including, but not limited to, selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. We consider that a breach of this clause is a serious breach of this Agreement and if you, someone living with you, or one of your invited guests, breaches this clause we may terminate this Agreement early;

h) Not allowing persistent use of Residence facilities by non-residents (e.g. it is not intended that your guests visit daily and use the Residence facilities for washing and cooking);

i) Not committing any criminal act or offence which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;

j) Behaving with respect and consideration towards your Neighbours, our staff, our contractors and any invited guest or visitor. This includes not removing any articles from the Accommodation, Residence or Residence Grounds belonging to our staff or our contractors, not damaging the belongings of others, not taking or using other residents’ possessions without permission and respecting the privacy of others;

k) Not smoking in the Accommodation or the Residence or within 2 metres of any door or window;

l) Not throwing anything from the windows of either the Accommodation or the Residence and not placing any item on the external window ledges of either the Accommodation or the Residence, for example bottles, cans, clothing etc.;

m) 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/

23. 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. If you don’t and we have to carry out additional cleaning we will charge you for doing so. The charges applied can be found at https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/
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. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.

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. If we have to do any work arising from a breach by you of this clause, we will charge you with the reasonable cost of that work and the administration fees in collecting the charge as set out at https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/ and this cost will be payable by you on demand or deducted from any Damage Deposit.

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. If we have to do any work arising from a breach by you of this clause, we will charge you with the reasonable cost of that work and the administration fees in collecting the charge as set out at https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/ and this cost will be payable by you on demand or deducted from any Damage Deposit.

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 then we can charge you for the costs we properly incur in repairing that additional damage or losses we incur.

24. Safety and security

It is your responsibility to help ensure that the Accommodation and the Residence is safe and secure to live in. This includes (but is not limited to) complying with the health and safety regulations which can be found at www.york.ac.uk/admin/hsas.

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 and is safe to use; and

iv) not to bring heating equipment, including electric clothes dryers or appliances with a high electrical consumption into the Accommodation or the Residence without prior permission from the Facilities Manager.

b) **Fire safety**

You agree to adhere to all fire regulations and respond to fire alarms. The fire regulations can be found at [http://www.york.ac.uk/admin/hsas/safetynet/Fire/fire_safety.htm](http://www.york.ac.uk/admin/hsas/safetynet/Fire/fire_safety.htm). These regulations 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) where we give you prior reasonable written notice that a fire safety briefing (which may include a representative from the emergency services) has been arranged by the University and your attendance at that briefing is compulsory, you agree that you will attend that briefing. Failure to attend will result in a fine being payable by you in accordance with the schedule of fines and charges set out in the University Policy and Management Procedures – Fire Safety (Penalty Procedure) available on the website at [http://www.york.ac.uk/admin/hsas/safetynet/Fire/fire_safety.htm](http://www.york.ac.uk/admin/hsas/safetynet/Fire/fire_safety.htm).

iv) if you suspect that any item of safety equipment is defective or has been used, you will promptly report this to the Facilities Helpdesk;

v) 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;
vi) 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;

vii) you agree not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Residence any flammable materials including:

   - candles, incense sticks/burners or other naked flame;
   - fireworks;
   - petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous materials;
   - inflatable items (for example chairs, cushions etc);
   - deep fat fryer;

viii) you agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety regulations;

ix) a single serious breach or repeated minor breaches of fire safety may result in us terminating your Agreement early;

x) Appropriate University staff carry out health & safety fire prevention checks in all Accommodation and Communal Areas and, if applicable, shared areas in your Accommodation including kitchens. Depending on your Residence you should expect to have checks anything from once a week to once a month;

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. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you by way of compensation for the time spent in letting you in to the Residence and/or the Accommodation. You will receive a written warning first before any charge is made;

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).

25. Access
You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 30 below.

26. **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.

27. **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, key or lock replacement, collecting arrears, paying professional advisors and in relation to court proceedings.

b) Where any damage is caused to any shared areas in the Accommodation or the Communal Areas and those responsible cannot be identified (and we will use reasonable endeavours to identify them where the damage occurs during the Period of Residence), we may (acting reasonably) charge you a fair and reasonable proportion of the reasonable cost of making good any loss or damaged caused. Where the damage is discovered at the end of the Period of Residence and we cannot identify the person responsible the cost of repair and making good the damage will be divided equally between all former residents of the Accommodation at the date the Period of Residence came to an end.

c) In the event of any damage, which is caused either to your Accommodation or to any shared areas or Communal Areas as referred to in clauses a) and b), is not serious enough to require immediate repair or replacement and/or has the effect of reducing the period of time in which the damaged item would need to be replaced or redecorated, you will still be required to pay a fair charge towards the cost of repair or replacement or redecoration at a future date.

Typical charges for damage and additional cleaning can be found in the Residents Handbook:

[https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/](https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/)

The charge could be higher or lower depending on a number of factors including, but not limited to, the charges incurred for labour and materials, VAT, administrative costs and managerial time.

d) 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/campus-accommodation/contracts-payments-and-prices/](https://www.york.ac.uk/students/accommodation/campus-accommodation/contracts-payments-and-prices/)

This is a nominal amount only and you should be aware that this does not cover the full cost (including administrative expenses) to us of issuing a 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.

e) 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.
g) We may charge you for any of the sums due from you under this clause 27 but we may choose to deduct these from any Damage Deposit held by us in accordance with clause 4. We will notify you in both cases.

28. **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 comply with your obligations under clause iii) and as a result we have to clean or clear the Accommodation, we may charge you with the cost of this (including the administrative fees for collecting the charge as specified on the website at [https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/](https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/).

Where we have to do this in the Communal Areas, the cost of clearing and cleaning the Communal Areas will be charged equally between all residents of the Accommodation or Residence unless the person responsible for leaving the rubbish or belongings or leaving the kitchen in an unreasonable condition informs us they were responsible;

vi) 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;

vii) 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) We may deduct any of the sums due from you under this clause 28 from any Damage Deposit in accordance with the provisions of clause 4.

**OUR RIGHTS**
29. **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/](http://www.york.ac.uk/campusinvestment/) which will be updated throughout the build period.

30. **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.

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 24 of this Agreement (Safety and Security) 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 24, 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 30(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 30(b) or which arises as a result of you having reported a repair to us (in accordance with clause 30(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, we will charge you with the reasonable cost of having to force entry and repairing any associated damage;

f) If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 30(e) (because you have given us specific instructions to the contrary and you are not in when we visit), we will charge you with the cost of this (as set out in our list of standard charges at [https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/](https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/)

If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

g) Where, on any inspection of the Accommodation by us under this clause 30, 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 may charge you for the cost of us undertaking the cleaning ourselves which will increase the administrative charges we incur in arranging any such cleaning. You will be notified of the charge that will be incurred. Please see https://www.york.ac.uk/students/accommodation/university-accommodation/residentshandbook/ for further details.

h) 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 and you will be informed that we may not clean and may charge if the kitchen is not fully prepared at the next scheduled clean. Any charge for failure to clean will be charged to all residents assigned to the kitchen because this is a communal responsibility.

i) 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.

31. 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.

32. 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.

33. 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);

v) where we ask you to move under Clause 18.h); or
vi) 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) If we request you to relocate:

   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, because you are moving from noncatered accommodation to catered accommodation or for any other reason, we will not charge you the higher Accommodation Fee unless you choose to use the catered services;

   iii) subject to clause 33(e), 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 33(c)(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.

d) If you do not move out of the Accommodation when we 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.

e) 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).

34. 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.

**PROCEDURE FOR DEALING WITH YOUR BREACHES**

35. **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 Head of College 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 27. 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 Head of College of the Residence to be dealt with in accordance with clause 35(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 40;

ii) where the matter is sufficiently serious, it shall be referred to the Head of College for the Residence.

f) If the breach or suspected breach is referred to the Head of College for the Residence, the Head of College will deal with the breach or suspected breach in accordance with Regulation 7 of the Regulations. If the Head of College decides that you have committed the breach then, under Regulation 7, this could result in the Head of College:

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 Head of College you can complain about the decision in accordance with the procedure set out in clause 40. If you are unhappy with the decision made by the Deputy Vice Chancellor or a Pro Vice Chancellor you may appeal this decision following the procedure in University Regulation 7. University Regulations are on the web page [http://www.york.ac.uk/about/organisation/governance/governancedocuments/ordinances-and-regulations/regulation-7/](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 37;

ii) if you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 42.

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**

36. **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 36(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:

http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/requesttochangeleaveyourroom/#tab-3

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) together with the Cancellation Fee.

c) You may terminate this Agreement under clause 36(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) together with the Cancellation Fee; 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) together with Cancellation Fee; and

(c) return your keys to the College Reception or 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) The conditions set out in clause 36(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 12 July 2019 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 before that date.

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 12 July 2019 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.

f) If you give us the required period of notice under this clause 36 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.

g) If you terminate this Agreement under either clauses 36(a), 36(c) and 36(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, less our Cancellation Fee to cover our administration costs and the cost of cleaning and preparing the Room for reletting.

OUR RIGHT TO END THIS AGREEMENT EARLY

37. 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 35 above, we have decided to terminate the Agreement; or

c) if you are made bankrupt.

38. 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; or

ii) we are unable to provide the Accommodation as a result of events beyond our control;

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.

39. **Notice and effect of termination**

a) If we terminate the Agreement under clauses 37 and 38 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 38.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 37, 38.b), 38.c).1, 38.d) or 38.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

40. a) 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/

b) 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

c) 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

41. 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 42.

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.

42. **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.

43. **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).

44. **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.

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**SCHEDULE ONE – PAYMENT OF ACCOMMODATION FEE AND BOOKING FEE**

1. **Terms and conditions concerning payment of Accommodation Fee**

   a) Your Accommodation Fee must be paid either

      i) in full, (i.e. in one instalment), by the due date as stated on the Booking; or

      ii) in monthly, termly or quarterly instalments in accordance with the payment schedule set out at paragraph 1(g) below

   b) You can pay by direct debt, cheque, debit card and credit card and 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/](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 deposit 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:

h) 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.

3. Terms and conditions concerning payment of Booking Fee

Your Booking Fee 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 Booking Fee by that time.
Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:

“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 Estates and Campus Services
Providence House
Innovation Way
Heslington
York YO10 5ZF
Tel: +44(0)1904 432165
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 and comprising:

a) the Booking;

b) these Terms and Conditions of Residence; and

c) the Regulations.

In the event of any contradiction between the Terms and Conditions of Residence and the Regulations, the Regulations will take precedence.

“Booking” means the on-line Booking sent to you by us confirming the details of our offer of the Accommodation;

“Booking Fee” the sum stated in the Booking as the non-refundable fee for reserving the Accommodation. This converts into the Damage Deposit on the date you collect the keys for your Accommodation

"Cancellation Fee" means the sum specified as the Cancellation Fee on the University website at https://www.york.ac.uk/study/accommodation/undergraduate/how-to-apply/ or https://www.york.ac.uk/study/accommodation/postgraduate/how-to-apply/

“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
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>“College Office”</td>
<td>means the College Administrator for your College. Contact details are available from your College website and from the College;</td>
</tr>
<tr>
<td>“College Reception”</td>
<td>means the College Receptionist. Contact details are available from the College website and from the College;</td>
</tr>
<tr>
<td>“Communal Areas”</td>
<td>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;</td>
</tr>
<tr>
<td>“Conditional Student”</td>
<td>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;</td>
</tr>
<tr>
<td>“Continuing Resident”</td>
<td>A student who has occupied accommodation in any Residence pursuant to a previous Agreement</td>
</tr>
<tr>
<td>“Damage Deposit”</td>
<td>means the sum of money stated on the University website at <a href="https://www.york.ac.uk/students/accommodation/accommodation/continuers/">https://www.york.ac.uk/students/accommodation/accommodation/continuers/</a> and paid by you and held by us as security for the payment of any costs or charges incurred by the University under this Agreement including for repairing damage or additional cleaning or for any unpaid Accommodation Fees;</td>
</tr>
<tr>
<td>“End Date”</td>
<td>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 36;</td>
</tr>
<tr>
<td>“Facilities Manager”</td>
<td>means the Facilities Manager for your College. Please see your College website or the Online Residents’ Handbook for further details;</td>
</tr>
<tr>
<td>“Fees Office”</td>
<td>means the Fees Office, University of York, Market Square, Heslington YO10 5DD</td>
</tr>
<tr>
<td>“Inventory”</td>
<td>means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University</td>
</tr>
<tr>
<td>“Leave of Absence”</td>
<td>means taking an authorised break in studies. <a href="http://www.york.ac.uk/staff/supporting-students/issues/academic/taught/loataught/">www.york.ac.uk/staff/supporting-students/issues/academic/taught/loataught/</a></td>
</tr>
<tr>
<td>“Neighbours”</td>
<td>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.</td>
</tr>
<tr>
<td>“Period of Residence”</td>
<td>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;</td>
</tr>
<tr>
<td>“Regulations”</td>
<td>means the University regulations which can be reviewed at hold at <a href="http://www.york.ac.uk/staff/supporting-students/issues/academic/taught/loataught/">www.york.ac.uk/staff/supporting-students/issues/academic/taught/loataught/</a></td>
</tr>
</tbody>
</table>
“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” Registry Services, Student Administration Building, near Vanbrugh College and Market Square, University of York YO10 5DD;

“Terms and Conditions of Residence” means this document and includes all policies and procedures and other documents referred to in it.