University of York

TERMS AND CONDITIONS OF RESIDENCE
FAMILY ACCOMMODATION

ACADEMIC YEAR 2017/18

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, Space Management
Estates and Campus Services
Information Centre
Market Square
Heslington
York YO10 5DD
Tel: +44(0)1904 322165
Fax: +44(0)1904 324030
Email: accommodation@york.ac.uk
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WELCOME TO THE UNIVERSITY OF YORK

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; and
3. the Regulations which can be reviewed at:
   http://www.york.ac.uk/about/organisation/governance/corporate-publications/ordinances-and-regulations/

If you are unable to access this web link, please contact the Accommodation Services before Accepting this Agreement and we will send to you a copy of 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.

The Accommodation that has been allocated to you is specifically provided by us to meet the needs of those of our Students who will have dependants living with them during their full time course of study. Consequently, if your circumstances change while you are living at the Accommodation, so that the number of those dependants increases or decreases, we may ask you to move to alternative, more appropriate accommodation.

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.

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.

These are reasonable expectations. 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**

1.1 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 Residence Grounds.

1.2 If you move into the Accommodation without having Accepted the Agreement you will be deemed as having Accepted the Agreement by your actions.

1.3 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.

1.4 If you are under 18 at the time you Accept the Agreement, the Agreement will still be legally binding on you but, when you reach the age of 18, you will be entitled to cancel the Agreement in accordance with clause 35.4 below.

1.5 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 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.

1.6 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. You must, however, provide us with written proof of that Sponsor and their agreement to pay your Accommodation Fee. This will usually be a copy of the letter they send to you confirming your Sponsorship by them. 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.

1.7 Your college membership at the University of York will be the college you are resident in. If you are a returning student and accept a room in a different college, you will become a member of that college on the date you move into the new accommodation. Prior to this, you will remain a member of your current college.

1.8 If you do not move into the accommodation within 7 days of the commencement of the agreement 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 (acting reasonably), we have the right to re-let the room. We will make reasonable efforts to contact you regarding your failure to take up occupancy in the Accommodation before re-letting the Accommodation.

**You will be liable to pay for the Accommodation up to the date it is re-let.**
2. **Nature of Agreement**

This Agreement will be a tenancy. However, because it is granted by an education institution so that you can pursue a course of study, the tenancy is not an assured or assured short hold tenancy. This means that the tenancy does not have the legal protection set out in the Housing Act 1988, as amended.

3. **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, Information Centre, Market Square, University of York, Vanbrugh Way, York, YO10 5DD.

4. **Enquiries**

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

5. **Data protection**

5.1 We will comply with the Data Protection Act 1998 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. We may charge you with the reasonable cost of providing copies of the information.

5.2 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 we may need to make disclosure to are organisations or individuals contracted by us to undertake services at the Accommodation, your Sponsor (if you have one), the police or other public agencies.

5.3 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.

5.4 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. We share this information to enable us to make reasonable Adjustments or for your safety or wellbeing or the safety and wellbeing of others. This information will only be shared with your consent or where we are permitted and/or required to do so by law. In the unusual circumstance where consent is not given, this may lead to difficulty in implementing Reasonable Adjustments or the provision of Auxiliary Aids.

6. **Governing law and enforceability**

6.1 This Agreement is governed by English law which, for international students, may be different from what you are used to.

6.2 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.
7. **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.

8. **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.

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**OUR RESPONSIBILITIES**

9. **Services & facilities**

9.1 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 [https://www.york.ac.uk/campus-investment/](https://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 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.

9.2 We will make sure that the structure and exterior of the Accommodation and the Residence are kept repaired. Whilst we endeavour to carry out building repair 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.

9.3 We will make sure that the structure and exterior of the Accommodation is kept repaired.

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

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

9.6 We will provide adequate bathroom, toilet and shower facilities in the Accommodation and make sure that they are kept repaired and in working order.
9.7 We will provide kitchen facilities and maintain in working order adequate facilities for the preparation, cooking and storage, including cold storage, of food.

9.8 We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation are kept repaired and in working order.

9.9 Your Accommodation Fee is exclusive of the supply of water, heat, lighting and power. You are responsible for paying for water, sewerage, gas and electricity supply direct to the relevant companies. By accepting this accommodation, you agree to inform the suppliers of the date you moved into the Accommodation, pay all the bills for these services and arrange and pay all final bills prior to vacating the Accommodation.

9.10 We will provide the Accommodation with such fixtures, fittings, furniture and equipment as detailed on the Inventory. We expect you to notify us, using our online system http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/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. Once you have notified us through the online system we will, within a reasonable period of time, repair or replace (where necessary) items on the Inventory (except where the loss, breakage or damage is attributable to you or your visitors).

9.11 For Accommodation at Garrowby Way, we will provide refuse bins in the Residence Grounds and arrange for disposal of refuse from the bin areas in the Residence Grounds. For Accommodation off-campus refuse bins are provided by the local authority. We will arrange for a local authority bin to be at the Accommodation when you take up occupation. You will be charged if the bin needs to be replaced during or at the end of your occupation of the Accommodation. We will make sure that the firefighting equipment, where provided in the Accommodation is kept repaired and in working order.

9.12 Where we provide and maintain a telephone within the Accommodation (only if required as an additional requirement on medical/welfare grounds) we will charge you for the telephone services that we provide to you.

9.13 Where we provide internet access (Garrowby Way only), via a network point or WiFi, the cost of the Internet service (if any) is included within your Accommodation Fee.

10. **Insurance**

10.1 We will insure the Accommodation against fire and other risks which we reasonably consider necessary.

10.2 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 http://www.cover4insurance.com/university-of-york
YOUR RESPONSIBILITIES

11. **Accommodation Fee**

11.1 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.

11.2 Your obligation to pay the Accommodation Fee on the dates set out in Schedule One applies:

11.2.1 WHETHER OR NOT you move into the Accommodation; and

11.2.2 irrespective of when 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

11.2.3 irrespective of individual course dates which may start later or finish earlier than the Period of Residence.

11.3 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/housing-and-money/payments/finance-guide/](https://www.york.ac.uk/students/housing-and-money/payments/finance-guide/) to cover our administration expenses in chasing you for payment of any Accommodation Fee arrears.

11.4 You agree to pay promptly all charges relating to use of gas electricity water and drainage at the Accommodation to the relevant companies, as referred to in clause 9.8 above.

11.5 You must pay all Council Tax charged on the Accommodation and apply to York City Council for student exemption where appropriate.

12. **Deposit**

12.1 On Accepting this Agreement you agree to pay the Deposit in accordance with the payment terms set out in Schedule One.

12.2 We will refund your Deposit within 28 days after the end of this Agreement less any known cost of deductions for:

12.2.1 any monies that you owe to us under this Agreement, for example any unpaid Accommodation Fee or utility bills;

12.2.2 the proper costs we incur if you breach any of your obligations under this Agreement including (but not limited to):

12.2.2.1 any costs incurred because you fail to leave the Accommodation in the state required by clause 24 and we have to make repairs or replacements (fair wear and tear excepted) and/or arrange additional cleaning or the removal of rubbish; and/or

12.2.2.2 the cost of key, key fobs, key card or lock replacement where needed; and/or

12.2.2.3 any administration fees or reasonable expenses incurred by us as a result of your failure to comply with your obligations.
13. **Inventory**

13.1 You agree to check, sign and return the Inventory, within 48 hours of moving in, noting on the inventory any discrepancies. 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.

We expect you to notify us, using our online system [http://www.york.ac.uk/about/departments/support-and-accommodation/currentstudents/reportaproblem/](http://www.york.ac.uk/about/departments/support-and-accommodation/currentstudents/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.

14. **Sharing the Accommodation**

14.1 Only you and those family members named by you on your application for University accommodation can live in the Accommodation.

14.2 You must notify Accommodation Services in writing if any of those people named by you on your application for University accommodation leave the Accommodation and you agree not to allow any other person to live in the Accommodation without first obtaining the prior written approval from Accommodation Services (acting reasonably) to this.

14.3 You and those people we have agreed may live with you must not use the Accommodation for any other purpose than as study and living accommodation.

14.4 You agree not to transfer your rights under this Agreement or sublet the Accommodation or allow any person other than those named by you on your application for University accommodation to live in the Accommodation. 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.

15. **Visitors and guests**

15.1 You are responsible for the behaviour, in the Accommodation, the Residence, the Residence Grounds and the local neighbourhood surrounding the Residence and Residence Grounds, of any invited guest (whether the invitation is express or implied). 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. 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.

15.2 You agree that we may remove or exclude your invited guests from the Accommodation 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.

15.3 You agree not to allow anyone other than one occasional guest to stay overnight, for no more than two consecutive nights. 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 Accommodation and/or to safeguard our property.
16. **Moving Accommodation**

16.1 Unless you are asked to move by us, you agree not to move to any other accommodation provided by us, without first obtaining the prior written approval from Accommodation Services (acting reasonably) to this.

16.2 If you are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation, with the exception of:

16.2.1 the Accommodation Fee; which will be payable at the rate applicable to the new accommodation from the date you move into the new accommodation; and

16.2.2 any provisions which are specific to the original, or new, accommodation.

17. **Risk assessments**

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation.

18. **Respect for others**

You agree to have and to show respect for other persons living and/or working in the vicinity of the Accommodation at all times including (but not limited to):

18.1 Not doing anything which causes or is likely to cause a nuisance or annoyance to your Neighbours;

18.2 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;

18.3 Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your Neighbours. In particular, you agree not to make or allow any loud noise between **23.00 hours and 08.00 hours** each day and at all times in the week immediately before and throughout the period of any official University examination periods or 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. 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;

18.4 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;

18.5 Not bringing into either the Accommodation or the 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;

18.6 Not working on any motor vehicles or motor cycles in the Accommodation nor the Residence Grounds;

18.7 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;
18.8 Not allowing persistent use of the facilities at the Accommodation by non-residents (e.g. it is not intended that your guests visit daily and use the facilities at the Accommodation for washing and cooking);

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

18.10 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 or the 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;

18.11 Not to smoke in the Accommodation or within 2 metres of any door or window;

18.12 Not to throw anything from the balconies or windows of the Accommodation;

18.13 Not to place any item on the balconies or external window ledges of the Accommodation, for example milk cartons, plant pots, bicycles;

18.14 Unless your Accommodation is located at Garrowby Way, where tenants can apply for a permit for the resident parking facilities provided in Garrowby Way, we strongly request and advise you not to bring a car to the University as:

18.14.1 you are not eligible for a general parking permit (except in exceptional circumstances) for use in the University car parks; and

18.14.2 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 on campus because this can cause a nuisance to our neighbours within the local community;

18.15 Any cars kept at our off campus properties must be parked responsibly so as not to cause a nuisance to neighbours. Tenants or their guests should not keep or regularly park more than 2 cars at the property or on the street.

If you 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:

http://www.york.ac.uk/admin/estates/transport/index.html

19. Repairs, maintenance and alterations

19.1 You agree to keep the inside of the Accommodation in a clean and tidy condition at all times;

19.2 You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area at the Accommodation or in the receptacles provided by the Local Authority and put out the bins for collection on the designated dates and return them to the property on the same day, after they have been emptied;

19.3 You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory;

19.4 You agree that you will not leave any personal belongings or other obstacle in the Residence Grounds and you will not damage or leave the Residence Grounds untidy. If you do and we have to remove anything or arrange for additional work to the Residence Grounds, we may charge you for the reasonable cost of doing so.
19.5 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 Grounds. This includes not putting up posters and not making any holes in the furniture or fabric, including walls, to accommodate the wiring of your electrical appliances or for any other purpose. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation. 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 this cost will be payable by you on demand;

19.6 You agree not to fit or install any satellite dish, television or radio aerial without the prior consent of the Facilities Manager;

19.7 You agree not to bring any soft furnishings (save for bedding) or other furniture (including but not limited to inflatable furniture) into the Accommodation except where the Facilities Manager 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 items that you have brought on to the Accommodation without our permission and/or which does not comply with legislation;

You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities using the online https://www.york.ac.uk/fmhelpdesk/login_form.cfm, by telephone on 01904 325555. If the repair is urgent, you should contact your College Reception.

19.8 You agree to take reasonable and prudent precautions to maintain sufficient heating to the Accommodation at all times during periods of cold weather so as to minimise any damage to the Accommodation caused by damp and/or frozen water pipes. Such steps would include maintaining heating in the Accommodation above freezing temperature, including where the Accommodation is left vacant by you overnight (or for a longer period) for any reason.

20. Safety and security

It is your responsibility to help ensure that the Accommodation 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 http://www.york.ac.uk/admin/hsas and also complying with the following:

20.1 Electrical appliances

You agree:

20.1.1 to be responsible for ensuring that your own electrical equipment is appropriately tested in line with University requirements before bringing the item into the Accommodation.

20.1.2 to ensure that each of your own electrical appliances is fitted with the correct fuse and plug suitable for use in the UK and only one appliance is wired to one plug; and

20.1.3 not to use cooking equipment, kettles, toasters, rice cookers or other similar electrical cooking equipment in any room other than the kitchen at the Accommodation. Not to bring heating equipment into the Accommodation without prior permission from the Facilities Manager.

20.1.4 in order to avoid the risk of electric power points being overloaded, to use in each room only one British Standard approved adaptor with no more than four plug sockets and a maximum 13 amp fuse.
20.2 **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) and include (but are not limited to) the following obligations on you:

20.2.1 if you discover a fire, you agree to raise the alarm immediately by dialling 999 to contact the fire brigade and to then contact the University Security Centre. You also agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation) for evacuation of the Accommodation when the fire alarm rings and to co-operate at all times with our staff and contractors and the emergency services;

20.2.2 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).

20.2.3 if you suspect that any item of safety equipment is defective or has been used, you will promptly inform the Porter’s Reception of this;

20.2.4 you agree not to obstruct any fire escape routes nor prop open, or otherwise tamper with any of the fire doors as they are designed to reduce the spread of fire. All fire doors have door closers, which you agree not to impede or disconnect;

20.2.5 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;

20.2.6 you agree not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation 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;

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

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

20.2.9 Facilities Management and Health & Safety staff carry out health & safety fire prevention checks in all Accommodation. Depending on your Accommodation, you should expect to have checks anything from once a month to once a year;

20.3 **Security**

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

20.3.1 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 contractors may
result in a charge being made to you by way of compensation for the time spent in letting you in to the Accommodation. You will receive a written warning first before any charge is made;

20.3.2 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;

20.3.3 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;

20.3.4 locking the door to your Accommodation when entering or leaving and ensuring that all windows in the Accommodation are locked before you go out;

20.3.5 not letting anyone you do not know into the Accommodation and accompanying your invited guests at all times;

20.3.6 being vigilant and reporting promptly any suspicious events to the police and/or to the University Security Services emergency line on (01904) 323333 (please enter this into your speed dial on your telephone).

21. **Access**

You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 27 below.

22. **Pets**

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

23. **Payment for loss or damage**

23.1 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 required, key or lock replacement where needed, collecting arrears, paying professional advisors and in relation to court proceedings. It also includes the cost of any excess we bear under our insurance policy in respect of the Accommodation to the extent that any damage is caused to it by you in breach of this Agreement.

23.2 In the event of any damage caused to your Accommodation which 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.

23.3 You must pay for the cost of issuing replacement lost/stolen keys or, where necessary, replacing locks. The charge for the first set of keys lost/stolen 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. This charge will have to be paid for by cash, cheque or credit card at the time the new set of keys/card is issued. 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

23.4 Typical charges for damage, replacement keys and additional cleaning can be found at:

http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/
These charges are a guide for standard items. 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, administrative costs and managerial time.

23.5 If for any reason you or anyone living with you causes 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 and you shall be responsible for payment to the Local Authority of all Council Tax liability in respect of the Accommodation.

24. **When you leave**

At the end of the Agreement you agree:

24.1 to vacate the Accommodation by 11 am on either the last day of the Period of Residence or the last day of the Agreement, if ended earlier;

24.2 to return all keys, key fobs or key cards to College Reception. If keys or key fobs are not returned we will have to either fit new locks or replace the key or key fob and we will charge you with the full cost of this;

24.3 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. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any belongings of value in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of your belongings. If you do not comply with your obligations under this clause and as a result we have to clean or clear the Accommodation, we will charge you with the cost of this;

24.4 that if you do not leave the Accommodation by the time required in clause 24.1 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.

24.5 If 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 must 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.

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**OUR RIGHTS**

25. **Alterations and building works**

The University is a successful and growing institution and there is a programme of development for new teaching and accommodation facilities on Campus. 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/campus-investment/](http://www.york.ac.uk/campus-investment/) which will be updated throughout the build period.

26. **Access & Inspection**

26.1 We have the right to enter the Accommodation to clean, inspect, repair, to show your Accommodation to prospective residents, giving where possible 7 days notice, carry out maintenance to the Residence Grounds, or for any other reasonable purpose at reasonable hours of the day. If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours written notice (which may be by e-mail) before entering the Accommodation. In that notice we will state the date and purpose of the visit. Advance notice will not be given in the case of an emergency or if you are in breach of clause 20 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 or a breach of clause 20, entry may be at any time.

26.2 If you report 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 having given you advance notice of our visit unless, when reporting the repair, you ask us to provide you with advance notice in accordance with clause 27.1.

26.3 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 27.1) or which arises as a result of you having reported a repair to us (in accordance with clause 27.2), you agree that we may enter the Accommodation, using our duplicate key, unless you have previously informed us and proposed a reasonable alternative arrangement.

26.4 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;

26.5 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 26.3 (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 [http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/](http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/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.

26.6 Where, on any inspection of the Accommodation, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation yourself. If the Accommodation is not returned to a satisfactory condition by 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. You will be notified of the charge that will be incurred. Please see [https://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/for further details.](https://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/for further details.)

27. **Removal of items from Accommodation**

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

28. **Liability for loss or damage**

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

29. **Right to relocate**

29.1 We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to):

29.1.1 where we consider that we cannot reasonably carry out works to the Accommodation or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;

29.1.2 where the Accommodation is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction);

29.1.3 where there has been a change in your circumstances and as a result we decide (acting reasonably) that the Accommodation is no longer suitable and/or appropriate for you and those authorised by us to live with you (for example, if there has been a change in the number of residents in the Accommodation);

29.1.4 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).

29.1.5 where we need to relocate another resident to your Accommodation because your Accommodation is more suitable for them (for reasons of health and welfare or mobility) and no other suitable accommodation for that resident is otherwise available.

29.2 We reserve the right to require you to move to similar alternative accommodation where we reasonably consider, because of your behaviour, 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.

29.3 If we request you to relocate:

29.3.1 We will give you written notice of this and give you details of the similar alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar 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;

29.3.2 if the accommodation fee for the similar alternative accommodation is more than the Accommodation Fee that you are paying for the Accommodation, we will not charge you the higher accommodation fee and will continue to charge you the Accommodation Fee;

29.3.3 If the accommodation fee for the similar alternative accommodation is less than the Accommodation Fee that you are paying for the Accommodation, we will
charge you the lower accommodation fee as from the date on which you move into the similar alternative accommodation;

29.3.4 If the similar alternative accommodation is not satisfactory to you (acting reasonably), you have the right to terminate this Agreement. If you wish to exercise this right you must give Accommodation Services written notice of this no later than 7 days after the date of the written notice that we have given to you under clause 29.2. 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;

29.3.5 Where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses, for example travel costs, that you incur by moving into the similar alternative accommodation.

29.4 The terms of clauses 29.1 – 29.3.5 shall not apply where we give you notice to reallocate you to different Accommodation after the date of this Agreement but before the date you take up residence (if later) and the following provisions shall apply in their place:

29.4.1 We will give you notice of the reallocated accommodation to which you will be moving into;

29.4.2 If the Accommodation Fee for the reallocated accommodation is more than the Accommodation Fee that you would have paid for the originally allocated Accommodation, we will not charge you the higher accommodation fee;

29.4.3 If the Accommodation Fee for the reallocated accommodation is less than the Accommodation Fee that you would have paid 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.

29.5 If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, 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.

30. **Right to temporarily suspend your right to occupy**

30.1 If you have committed a serious breach of your obligations under this Agreement, or we reasonably suspect that you have (or you are in serious breach of the University's Regulations such that we reasonably consider that suspension from your accommodation is necessary), we may suspend you from the Accommodation during appropriate investigations of the breach or the suspected breach. 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 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.

30.2 During this suspension, we are under no obligation to provide you with any accommodation
PROCEDURE FOR DEALING WITH YOUR BREACHES

31. **Procedure**

31.1 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 31.2 to 31.7 below.

31.2 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:

31.2.1 failure to pay the Accommodation Fee; and/or
31.2.2 you being made bankrupt.

31.3 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 31.4) whether to:

31.3.1 take no action; or
31.3.2 discuss this with you informally; and/or
31.3.3 refer the matter to Facilities Management (including Cleaning Management) and/or Health & Safety; and/or
31.3.4 refer the matter to the Head of College.

31.4 The matter will be referred to Facilities Management and/or Health & Safety in circumstances where:

31.4.1 it is clear that you, anyone living with you or your invited guests have breached the Agreement; and
31.4.2 That the breach has resulted in or could have resulted in damage being caused to the Accommodation or the Residence Grounds and/or put yourself, other residents, staff, contractors and visitors at risk of injury.

31.5 If the matter is referred to Facilities Management under clause 31.4:

31.5.1 you will be issued with a demand for the reasonable cost of repairing the damage caused by your breach in accordance with clause 23. You will need to pay the invoice within 14 days and if you fail to do so this will constitute a disciplinary offence under Regulation 7 and the matter will be referred to the Head of College to be dealt with in accordance with clause 31.6 and Regulation 7. If you are unhappy with the amount of the invoice issued to you by Facilities Management, you can complain about the level of the invoice in accordance with the procedure set out in clause 39; and
31.5.2 where the matter is sufficiently serious it shall be referred to the Head of College.

31.6 If the breach or suspected breach is referred to the Head of College, 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:
31.6.1 imposing a fine up to the maximum figure as set out in Regulation 7; and/or
31.6.2 requiring you to pay the reasonable costs incurred by us arising from the breach over and above any payable by you under clause 31.5; and/or
31.6.3 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;
31.6.4 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 39. If you are unhappy with the decision made by the Deputy Vice Chancellor or Pro Vice Chancellor you may appeal this decision following the procedure in Regulation 7.

University Regulation 7 is on the web page
http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-7/

31.7 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:

31.7.1 We will be entitled to terminate the Agreement in accordance with clause 35;
31.7.2 If you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 39.

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

YOUR RIGHT TO END THIS AGREEMENT EARLY

32. Legally Binding Agreement

Do not sign this agreement unless you intend to be legally bound by its terms. 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.

33. Right to terminate

33.1 You may terminate this Agreement before the end of the Period of Residence provided we are able to 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 (the suitability of the proposed replacement occupier will be determined by us (acting reasonably)). You must also:

33.1.1 give Accommodation Services not less than eight weeks written notice of your intention to terminate at the end of the notice period using the request to vacate form which can be found at https://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/requesttochangeleavetheyourroom/#tab-2
33.1.2 and, in the notice, you specify the reasons for wishing to vacate and the End Date;
33.1.3 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 (whether or not you choose to vacate before that date) together with the administrative charge (which is set out in our list of standard charges on the website at: http://www.york.ac.uk/accommodation/currentstudents/residentshousekeeping/residentshandbook/.

33.2 If you give us the required period of notice under this clause 33 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 for the Accommodation Fee. You may, however, serve a further notice giving eight weeks’ notice to terminate the Agreement and provided you have paid all of the Accommodation Fee due to the end of that eight week period and have given notice to Accommodation Services that you have left the Accommodation then the Agreement will terminate.

33.3 You may also terminate this Agreement if you are under 18 when you Accept this Agreement and you satisfy the following conditions:

33.3.1 **within the two weeks after your 18th birthday** you 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; and

33.3.2 you have paid, in full on or before the end of this Agreement all of the Accommodation Fee due under this Agreement up to and including the End Date.

33.4 If you terminate this Agreement under either clauses 33.1 or 33.3 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 standard administration charge (as set out in our list of standard charges) to cover our administration costs and our standard room cleaning charge. The list of standard charges can be viewed at https://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/.

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**OUR RIGHT TO END THIS AGREEMENT EARLY**

34. **Right to Cancel**

34.1 If you:

34.1.1 fail to pay any sums due to us whether in connection with any previous occupation by you of any accommodation provided by us (whether or not owned by us or a third party) BEFORE you vacated that previous accommodation; or

34.1.2 fail to pay any tuition fees or any other payment due to the University; or

34.1.3 are in serious breach or have persistently breached the terms of your agreement for that other accommodation

then we may cancel this Agreement at any time prior to the start of the Period of Residence (but before payment by you of all such sums owed) by giving you 7 days written notice.

34.2 If we cancel this Agreement under clause 35.1 we will refund any Advance Payment and/or Accommodation Fee that you have paid.
35. **Termination for breach**

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

35.1 if you have failed to pay the Accommodation Fee; or

35.2 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 33 above, we have decided to terminate the Agreement; or

35.3 if you are made bankrupt.

36. **Termination for other reasons**

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

36.1 if we are unable to find you similar alternative accommodation (despite our reasonable efforts) and, through no fault of your own, either:

36.1.1 your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation; or

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

36.2 if you are no longer pursuing a full time course of study at the University;

36.3 where we reasonably consider that, because:

   a) of your behaviour; or

   b) for 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 well-being of others or to prevent damage to the Accommodation;

36.4 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.

36.5 If for any reason you or 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 Accommodation.

37. **Writing up year and leave of absence**

If you are not pursuing a full time course of study but will be in your writing up year or on leave of absence, we may, in our absolute discretion, allow you to remain resident. You must submit a written request to remain resident no less than 8 weeks before your student status changes. If you are going on leave of absence, a shorter period of notice may be accepted by us if there are, in our opinion (acting reasonably), exceptional circumstances. A decision on your request will be made by us based on information received from your academic department and other appropriate University staff. You may be asked to provide additional information. In the case of a student in their writing up year, permission will not be granted to remain resident if you cannot provide supporting evidence that you will be studying for more than 21 hours per week, over a 24 week period.
38. **Notice and effect of termination**

38.1 Under the circumstances set out in clauses 35 and 36 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. 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.

38.2 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. As set out at clause 24.4, 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.

38.3 If the Agreement is terminated in the circumstances set out in clause 36.1 and you have moved out of the Accommodation by the termination date:

38.3.1 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

38.3.2 We will refund any Accommodation Fee you have paid in advance, in respect of the period after the termination date.

38.4 If we terminate the Agreement in the circumstances set out in clauses 35, 36.2, 36.3(a), 36.4 or 36.5:

38.4.1 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

38.4.2 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.

38.5 For the avoidance of doubt, if we properly terminate this Agreement in accordance with its terms not only you but all those that live with you, whether named in your application for University accommodation, approved by us subsequently to live with you, or unauthorised by us, will also be required to leave.

### COMPLAINTS AND APPEALS

39. **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 [http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/reportaproblem/](http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/reportaproblem/)
If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the University complaints procedure which can be reviewed at

https://www.york.ac.uk/about/departments/support-and-admin/sas/complaints/

39.1 For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still 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

40. **Service of Notice**

40.1 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:

40.2 the Accommodation and/or;

40.3 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.

40.4 A notice sent by the following means is to be treated as having been received

40.5 if delivered by hand, on the day of delivery; or

40.6 if sent by special or recorded delivery, on the first working day after posting or;

40.7 if sent by first class post, on the second working day after posting or;

40.8 if sent by email to your University address and no “delivery failure” message is received.

**Change of Address**

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

**Third Party Notices**

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

**University address for service**

43. 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.
GLOSSARY

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” Means the house or flat specified in your booking or any other alternative accommodation where we have relocated you under this Agreement

“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 Space Management Directorate Estates and Campus Services Information Centre Market Square Heslington York YO10 5DD Tel: +44(0)1904 432165 Fax: +44(0)1904 434030 Email: accommodation@york.ac.uk

“Booking” Means the online Booking sent to you by us confirming the details of our offer of the Accommodation.

“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.

“Code of Practice” Means the University's UK/SCOP code of practice for the management of student housing a copy of which can be found at: www.universitiesuk.ac.uk.

“College Office” Means the College Administrator for your College. Contact details are available from the College website and from the College.

“College Reception” Means the College Porter. Contact details are available from the College website and from the College.

“Deposit” Means the sum payable on Acceptance of the Agreement as stated in the Booking.
“End Date” means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 34

“Facilities Manager” Means the Facilities Manager for your College. Please see your College website for further details;

“Fees Office” Means the Fees Office, University of York, Market Square, Heslington YO10 5DD

“Inventory” Means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University

“Neighbours” Means (as the case may be in the context of the relevant term or condition) anyone residing in any adjoining/adjacent room to the Accommodation and/or anyone living in the Residence and/or anyone (including for the avoidance of doubt people who are not students) living in the surrounding neighbourhood or locality of the Residence.

“Period of Residence” Means the Period of Residence granted by this Agreement starting and ending on the dates stated in the Booking unless the Agreement ends earlier in accordance with the terms of this Agreement

“Porters Reception” Means the Porters Reception at your College, details of which are available from the College website and from the College

“Regulations” Means the University regulations which can be reviewed at http://www.york.ac.uk/organisation/governance/corporate-publications/ordinances-and-regulations/.

“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 Accommodation.

“Sponsor” Means any person or organisation who is paying all or part of your Accommodation Fee

“Security Centre” Security Reception, University of York, Information Centre, Market Square, Heslington YO10 5DD http://www.york.ac.uk/admin/security/

“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
SCHEDULE ONE

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

1.1 Your Accommodation Fee must be paid either

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

1.1.2 in monthly instalments in accordance with the payment schedule set out at paragraph 1.8 below

1.2 You can pay by direct debt, cheque with cheque guarantee card, debit card and credit card.

1.3 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 1.1.1 above.

1.4 If you have elected to pay by cash you must pay in person at the Fees Office.

1.5 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.

1.6 If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen at [https://www.york.ac.uk/students/housing-and-money/payments/](https://www.york.ac.uk/students/housing-and-money/payments/) to make the payment at any time up to the deadline given in paragraph 1.1.1 above. Please note that we do not accept American Express cards.

1.7 If you have elected to pay by Direct Debit you may, at any time up to the first day of term:

1.7.1 enter the details on the secure payment screen when you Accept this Agreement on-line;

1.7.2 send a completed paper copy direct debit mandate to the Fees Office;

1.7.3 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.

1.8 If you have elected to pay by:

1.8.1 cash, cheque, debit card or credit card payment each instalment is due on the instalment date set out in the Booking Details;

1.8.2 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 Deposit**

3.1 Your Deposit must be paid to Accommodation Services when you receive an offer of Accommodation. Once you have made payment by credit card or debit card you will be asked to accept the Accommodation Agreement. Please note that we do not accept American Express cards.