University of York

TERMS AND CONDITIONS OF RESIDENCE

ACADEMIC YEAR 2016/17

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
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 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.

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. 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 Communal Areas and the Residence Grounds provided that you pay the Accommodation Fee.

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 14 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

2.1 If your Accommodation is in a shared room, then this Agreement will be a licence. This is because we are entitled under clause 14, to require you to share the Accommodation with another student. This means that the Agreement does not have the legal protection set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.

2.2 In relation to all other accommodation provided, which does not fall within clause 2.1, 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 shorthold 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 Accommodation & Timetabling Services, Estates and Campus Services, 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 Accommodation Services or, where you require advice on your rights under this Agreement, seek advice from Student Support Services, a 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 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.
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 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 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 keep the Residence Grounds tidy and, as far as is reasonably practicable, free from waste or litter.

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

9.5 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. Information on the number of students sharing these facilities are available at http://www.york.ac.uk/colleges/

9.6 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.

9.7 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.

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

9.9 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/

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 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 the bin areas in the Residence and/or the Residence Grounds.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 If your Booking states that the Accommodation is catered then we will provide to you (at no extra charge) breakfast and a two course dinner each day Monday to Friday, during term time only in the outlet designated by your College. If your Booking states the Accommodation is with breakfast, then we will provide you (at no extra charge) breakfast each day Monday to Friday, during term time only in the outlet designated by your College. The provision of these meals are subject to the following conditions:

9.16.1 there will be no meals available on Saturday, Sunday or during the vacation periods;

9.16.2 we reserve the right to serve your meal on any particular day from an alternative outlet to that allocated to you where in our reasonable opinion it is not practicable to serve your meal(s) in your usual outlet;

9.16.3 If it is not possible for reasons outside our control for us to provide you with a meal service from your designated outlet we will use our reasonable endeavours to provide your meals from a different outlet but if, despite using our reasonable endeavours, this is not possible then we will not be liable for any loss suffered and the value of lost meals will not be refunded;

9.16.4 If it is necessary for us to change any of the catering arrangements we will provide, where reasonably practicable, at least 5 days’ notice and you will be notified of the change by email;

9.16.5 You agree to comply with the terms and conditions applicable to the catered accommodation issued by us and which can be reviewed at http://www.york.ac.uk/food-and-bars/catered-accommodation/
10. **Insurance**

10.1 We will insure the Residence 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](http://www.cover4insurance.com/university-of-york)

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**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 Subject to other provisions of this Agreement 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.

12. **Advance Payment**

12.1 You will receive a demand for the Advance Payment once you have Accepted this Agreement. By Accepting this Agreement you agree to pay the Advance Payment in accordance with the payment terms set out in Schedule One.

12.2 The Advance Payment will be offset against the money owed in respect of the Accommodation Fee and, in respect of payment by instalments, by reducing the amount of the first instalment due.
13. **Inventory**

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-admin/accommodation/currentstudents/reportaproblem/](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.

14. **Sharing the Accommodation**

14.1 Unless the Booking states otherwise, or we agree different arrangements with you in writing, only you can live in the Accommodation.

14.2 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 undergraduates 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.

14.3 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 and you also agree not to allow any person to live in the Accommodation other than:

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

14.4.2 (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.

14.5 Where your Accommodation is designated as a shared Room but 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 still be entitled to place another student in the Accommodation and you will be required to share the Accommodation with that student.

14.6 Where your Accommodation is designated as a shared Room and it has been agreed by us that you can live in it on your own, you must pay the full single rent (as opposed to the previously discounted rate you paid when it was designated a shared room).

14.7 If your Accommodation is designated as a shared Room and the student with whom you are sharing the Accommodation with our permission moves out of the Accommodation, then we will be entitled to place another student in the Accommodation with you.
14.8 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 30.

14.9 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.

15. **Visitors and guests**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

16. **Moving Rooms**

16.1 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 [http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/requesttochangeleaveyourroom](http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/requesttochangeleaveyourroom) and obtaining the prior written approval from the Accommodation Services (who will act reasonably) to this.

16.2 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:

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 (subject to clause 31.5); 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 and/or the Residence.

18. **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):

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, 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;

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

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

18.12 Not throwing anything from the balconies or windows of either the Accommodation or the Residence;

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

18.14 Not to bring a car to the University as:

18.14.1 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;

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 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:

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 and to carry out your share of cleaning in any shared areas of the Accommodation.

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 Residence;

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 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.

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. 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, 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 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.

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 and/or the Residence except where the College Office 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;

You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Facilities Helpdesk online or by telephone http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/reportaproblem/ If the repair is urgent, you should contact your College Reception.

20. **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 http://www.york.ac.uk/admin/hsas.

You must also comply 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 or the Residence;

20.1.2 to ensure that each of your own electrical appliances is fitted with the correct fuse 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 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 in line with University requirements.

20.1.4 not to bring heating equipment into the Accommodation or the Residence without prior permission from the Facilities Manager.
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).

These regulations 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 using a red (break glass) call point;

20.2.2 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;

20.2.3 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).

20.2.4 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;

20.2.5 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;

20.2.6 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;

20.2.7 you agree not 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:

20.2.7.1 candles, incense sticks/burners or other naked flame;

20.2.7.2 fireworks;

20.2.7.3 petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous materials;

20.2.7.4 inflatable items(for example chairs, cushions etc);

20.2.7.5 deep fat fryer;

20.2.8 you agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety regulations;
20.2.9 a single serious breach or repeated minor breaches of fire safety may result in us terminating your Agreement early;

20.2.10 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;

20.3 **Security**

You must ensure that your Accommodation and the Residence are 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 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;

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 and making sure all windows are locked whenever you leave it and ensure that any corridor and main entrance doors in the Residence are secure behind you when entering or leaving;

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

20.3.6 being vigilant and reporting promptly any suspicious events to Security Services emergency line on (01904) 32 3333 (Please enter this in your speed dial).

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 in the Residence 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.

23.2 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.

23.3 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 23.1 and 23.2, 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.

23.4 Typical charges for damage and additional cleaning can be found in the Residents Handbook http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/

23.5 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.

23.6 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 http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/

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. 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

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

24. **When you leave**

At the end of the Agreement you agree:

24.1 to vacate the Accommodation by 9.00a.m. 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, meal cards or key cards to 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.

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.

24.4 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.

24.5 that if you do not comply with your obligations under clause 24.3 and as a result we have to clean or clear the Accommodation, we may charge you with the cost of this. Where we have to do this in the Communal Areas the cost of cleaning the Communal Areas will be charged to all residents of the Accommodation or Residence equally unless we have been able to identify the person leaving the rubbish or belongings behind;

24.6 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.

24.7 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;

OUR RIGHTS

25. **Alterations and building works**

The University is a successful and growing institution and there is currently an exciting programme of development for new teaching and accommodation facilities on Campus. 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. **Guarantees of accommodation**

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

27. **Access & Inspection**

27.1 We have the right to enter the Accommodation to clean, inspect, repair, to show your room on Open Days, visit afternoons, investigations of reported breaches of fire safety regulations or for any other reasonable purpose at reasonable hours of the day.

27.2 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 or if you are in breach or suspected breach of clause 20 of this Agreement (Safety and Security) and have been informed in writing by us that inspections/ investigations 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 or suspected breach of clause 20, entry may be at any time.

27.3 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 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 27.2.

27.4 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 27.12) or which arises as a result of you having reported a repair to us (in accordance with clause 27.3), you agree that we may enter the Accommodation, using our duplicate key, unless you have previously informed us and proposed a reasonable alternative arrangement.

27.5 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.

27.6 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 27.4 (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.
27.7 Where, on any inspection of the Accommodation, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning. 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 http://www.york.ac.uk/campusservices/cleaning/cleaning/sla/index.html for further details.

28. 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 (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.

29. 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.

30. Right to relocate

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

30.1.1 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;

30.1.2 where the Accommodation and/or the Residence 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);

30.1.3 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 decide (acting reasonably) 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;

30.1.4 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);

30.1.5 where we ask you to move under Clause 14.8; or

30.1.6 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.

30.2 We reserve the right to require you to move 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.

30.3 If we request you to relocate:

30.3.1 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;

30.3.2 if the Accommodation Fee for the suitable alternative accommodation is more than the Accommodation Fee that you are paying, because you are moving from non-catered 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;

30.3.3 subject to clause 30.5, 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;

30.3.4 if the suitable 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 30.3.1. 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;

30.3.5 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 suitable alternative accommodation.

30.4 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.

30.5 If you are moving from catered accommodation to non-catered accommodation, unless we in our absolute discretion agree to waive such requirement, you will pay the catered accommodation fee for all meals you have been entitled to take for your catered Accommodation during the Residence Period up to and including the Friday dinner of the week of the relocation, and you will also be
entitled to redeem all meals paid for (in the outlet allocated to you under the catered accommodation package).

30.6 The terms of clauses 30.1 to 30.5 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:

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

30.6.2 if the Accommodation Fee for the reallocated accommodation is more than the Accommodation Fee that you would have paid for the originally allocated Accommodation, because you are moving from non-catered 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;

30.6.3 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.

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

31.1 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 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.

31.2 During this suspension, we are under no obligation to provide you with any accommodation.

**PROCEDURE FOR DEALING WITH YOUR BREACHES**

32. **Procedure**

32.1 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 32.3 to 32.8 below.

32.2 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:

32.2.1 failure to pay the Accommodation Fee; and/or
32.2.2 you being made bankrupt.

32.3 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 32.4) whether to:

32.3.1 take no action; or
32.3.2 discuss this with you informally; and/or
32.3.3 refer the matter to the Facilities Manager (including Cleaning Management) and/or Health & Safety; and/or
32.3.4 refer the matter to the Head of College for the Residence.

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

32.4.1 it is clear that you, anyone living with you or your invited guests have breached the Agreement; and
32.4.2 that the breach has resulted in damage being caused to the Accommodation, the Residence or the Residence Grounds.

32.5 If the matter is referred to Facilities Management under clause 32.4:

32.5.1 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 of the Residence to be dealt with in accordance with clause 32.6 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;

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

32.6 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:

32.6.1 imposing a fine up to the maximum figure as set out in Regulation 7; and/or
32.6.2 requiring you to pay the reasonable costs incurred by us arising from the breach over and above any payable by you under clause 32.5; and/or
32.6.3 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;

32.7 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 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/governance-documents/ordinances-and-regulations/regulation-7/

32.8 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:

32.8.1 we will be entitled to terminate the Agreement in accordance with clause 36;

32.8.2 if you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 40.

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

33. 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.

34. Right to terminate

34.1 If you provide a suitable replacement occupier, you can terminate your agreement before the end of the Period of Residence by following the procedure set out in clause 34.2 below. Before doing that, however, you must first let your College Office know (in writing) of your intention to terminate your agreement and they will confirm to you within no more than 7 days whether or not they have a suitable replacement occupier waiting for University accommodation whom you can nominate as part of the termination requirements under clause 34.2.1.

34.2 You may terminate this Agreement before the end of the Period of Residence provided you:
34.2.1 find a suitable replacement occupier who is not already in accommodation provided to them 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);

34.2.2 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:

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

34.2.3 in the notice, you specify the reasons for wishing to vacate and the End Date;

34.2.4 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 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/; and

34.2.5 if you received remuneration in kind or by cash from the University by way of discount for early booking prior to the start of the Period of Residence and the replacement is agreed prior to the start of the Period of Residence, you agree to refund if the University requests you to do so, the full value of the payment received.

34.3 You may also terminate this Agreement if you:

34.3.1 withdraw from your programme of study or take Leave of Absence and you:

a) give to Accommodation Services not less than eight weeks' written notice of your intention to terminate this Agreement at the end of that eight week period; and

b) pay in full on or before the date the eight 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 date the notice expires (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/; or

34.3.2 are undertaking research work 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 eight 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 up to and including the date the notice expires (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/.

34.4 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 34.3.1 YOU WILL BE CHARGED THE ACCOMMODATION FEE for the period up to and including the date eight weeks after the date that Accommodation Services are notified by the University Registry that your student record has been changed.

34.5 The conditions set out in clause 34.3 do not apply where:

34.5.1 you are a returning student who has accepted Accommodation for the following academic year and between Accepting the Accommodation and 15 July 2016 you are offered a placement of more than 6 continuous weeks as part of your course away from York; and

34.5.2 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 15 July 2016 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.

34.6 If you give us the required period of notice under this clause 34 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 eight weeks' notice to terminate the Agreement and provided you have paid all of the Accommodation Fee due to the end of than eight week period and have given notice to Accommodation Services that you have left the Accommodation then the Agreement will terminate.

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

34.7.1 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
34.7.2 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.

34.8 If you terminate this Agreement under either clauses 34.1, 34.3 or 34.5 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 http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/residentshousekeeping/residentshandbook/

OUR RIGHT TO END THIS AGREEMENT EARLY

35. **Right to Cancel**

35.1 If you:

35.1.1 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

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

35.1.3 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.

35.2 If we cancel this Agreement under clause 35.1 we will refund any Advance Payment and/or Accommodation Fee that you have paid.

36. **Termination for breach**

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

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

36.2 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 32 above, we have decided to terminate the Agreement; or

36.3 if you are made bankrupt.
37. **Termination for other reasons**

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

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

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

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

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

37.3 where we reasonably consider that, because:

a) of your behaviour; or

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

37.4 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.

37.5 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.

38. **Notice and effect of termination**

38.1 Under the circumstances set out in clauses 36 and 37 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 24.6, 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 37.1 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 36, 37.2, 37.3(a), 37.4 or 37.5:

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.

**COMPLAINTS AND APPEALS**

39. **Complaints**

39.1 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/#tab-1](http://www.york.ac.uk/about/departments/support-and-admin/accommodation/currentstudents/reportaproblem/#tab-1)

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 [https://www.york.ac.uk/about/departments/support-and-admin/academic-registry/complaints/](https://www.york.ac.uk/about/departments/support-and-admin/academic-registry/complaints/)

39.2 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

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 412.

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

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

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

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

40.4.4 if sent by email to your University address and no "delivery failure" message is received.

41. **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.

42. **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).

43. **University address for service**

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

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

44.1 Your Accommodation Fee must be paid either

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

44.1.2 in monthly, termly or quarterly instalments in accordance with the payment schedule set out at paragraph 44.7 below

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

44.3 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 44.1.1 above.

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

44.5 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.

If you have elected to pay by Credit or Debit card online please use either eVision or go to [www.york.ac.uk/payments](http://www.york.ac.uk/payments). Online payments can be made at any time up to the deadline given in clause 44.1.1 above. Please note that we do not accept American Express cards.

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

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

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

44.6.3 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.

44.7 If you have elected to pay by:

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

44.7.2 direct debit, you will be notified of the amount and dates for each collection at least 10 days before the collection date.
45. **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.

46. **Terms and conditions concerning payment of Advance Payment**

46.1 Your Advance Payment must be paid promptly after Accepting the Agreement by credit card or debit card on-line. 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 Advance Payment by that time.

46.2 If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen when you Accept this Agreement on-line. If you Accept this Agreement by signing a paper copy of the Booking you may enter the site [https://www.ecommercegateway.co.uk/york/student](https://www.ecommercegateway.co.uk/york/student) to make the payment at any time up to 7 days from the offer being sent to you. Please note that we do not accept American Express cards.

46.3 If you have difficulty paying by credit or debit card, you must telephone 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 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
Information Centre
Market Square
Heslington
York YO10 5DD
Tel: +44(0)1904 432165
Fax: +44(0)1904 434030
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;

“Advance Payment” means the sum payable on Acceptance of the Agreement as stated in the Booking;

“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;

“Code of Practice” means the Universities UK/SCOP code of practice for the management of student housing a copy of which can be found at: www.universities.ac.uk

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

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

“Communal Areas” means all common rooms, stairwells, corridors, landings and entrance halls within the Residence and any shared lounges, kitchens and/or bathrooms in the Residence but not any shared lounges, kitchens and or bathrooms in the Accommodation;

“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 or the Online Residents’ Handbook for further details;

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

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

“Leave of Absence” means taking an authorised break in studies. www.york.ac.uk/staff/supporting-students/issues/academic/taught/loa-taught/

“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/about/organisation/governance/governance-documents/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 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.