ASTON UNIVERSITY

CONDITIONS OF RESIDENCE
SUMMER VACATION 2012

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ASTON UNIVERSITY

CONDITIONS OF RESIDENCE SUMMER VACATION 2012

("The Licence")

1. INTRODUCTION

1.1 When an offer of a place in the Halls of Residence is accepted by a student, that student and the University become legally bound to comply with this Licence.

1.2 This Licence therefore regulates the relationship between the University and the students who are resident in its Halls of Residence.

1.3 This Licence does not create a tenancy[1].

2. DEFINITIONS

2.1 "Halls of Residence" means the residences available for occupation by students of the University during the summer vacation period.

2.2 "Room" means a part of the Halls of Residence which is occupied as an individual private study room including the fittings, soft furnishings and effects as set out in the inventory for the Room.

2.3 "The Common Areas" means all the parts of the Halls of Residence which are not Rooms and includes kitchen areas, shared bathrooms, lounges, staircases, lifts and toilets together with the fixtures, fittings, furniture and equipment in them (as set out in the inventory for the Common Areas for the relevant flat or floor) which are provided by the University for the common use of the Licensee and other residents. It also includes the grounds and landscaped areas around the Halls of Residence. The University does not provide a car parking space.

2.4 "The Licence Period" is the summer vacation period as identified in the Offer Letter during which Halls of Residence are available for students' occupation under this Licence.

2.5 "Offer Letter" means the letter sent by the University to the Licensee or the booking details relating to the Licensee posted on the University's on-line Accommodation Application site making an offer of a place in the Halls of Residence.

2.6 "the University" means Aston University and the staff acting on its behalf.

2.7 "Residences Staff" means all the staff of the University appointed to manage the Halls of Residence.

2.8 "the Licensee" means the person identified in the Offer Letter who has been offered and who has accepted a place in the Halls of Residence for the Licence Period provided that person remains a student of the University. For the avoidance of doubt and without prejudice to the University's right to terminate this Licence, a Licensee who graduates from the University after the commencement, but before the end, of the Licence Period, shall be deemed to be a student of the University for the duration of the Licence Period.

2.9 "The Licence Fee" means the fee for Rooms for the Licence Period as determined by the University prior to the Licence Period and notified to the Licensee in the Offer Letter.

[1] A tenancy is a legal interest in the property. This Licence does not confer an interest in the property but gives a contractual right to occupy the Room and to use the Common Areas.

The offer of accommodation as set out in the Offer Letter is conditional upon payment of the Licence Fee.

2.10 "The Student Information Pack" means the compendium of information provided to the Licensee by the University, which contains information relating to living in halls and guidance relating to complying with this Licence, together with a copy of this Licence. Otherwise than in relation to the copy Licence provided, the Student Information Pack is for guidance only and does not form part of this Licence.

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

3. **OCCUPANCY**

3.1 The University will not give any student a Licence to occupy a Room and to use the Common Areas as a Licensee if any part of the licence fee from the previous residential year is still outstanding.

3.2 The University gives the Licensee the right to occupy a Room as a Licensee for the Licence Period as a private study room for the Licensee only and for no other purpose and to use the Common Areas for the Licence Period, subject to the Licensee remaining a student of the University, paying the Licence Fee and complying with the terms of this Licence.

3.3 This Licence does not refer to a specific Hall of Residence or Room. The University reserves the right to transfer a Licensee's occupation to a different Halls of Residence and/or Room on reasonable written notice for example, in circumstances where in the reasonable opinion of the University the Room and/or Common Areas are not fit for purpose and/or it is appropriate in order to protect the interests of staff and/or other residents or the Room accommodates the specific needs of a disabled student as a result of his/or disability and is required by a disabled student accordingly or in such circumstances (other than circumstances relating to discipline which are provided for below at clause 3.4) as the University may reasonably deem appropriate.

3.4 Without prejudice to clause 3.8, the University has the right to move the Licensee to another Room and/or Halls of Residence in the event that disciplinary proceedings (including investigations) are commenced against the Licensee under the University's Regulations on Student Discipline[2] and/or where criminal proceedings (including investigations) are commenced.

3.5 In exceptional circumstances and subject to the charges set out in this Licence, a Licensee may, with the University's consent, change Rooms or Halls of Residence during the Licence Period. The University will consider requests on their merits, in the light of the availability of alternative Rooms and the practical and financial implications for the University of granting such consent. (See also clause 4.1.5).

3.6 While the Licensee occupies the Room as a single, private study room, he/she is permitted to have one overnight guest in the Room for no more than two consecutive nights in any one week, provided that the Licensee:

3.6.1 signs his/her guests in at the relevant reception, does not give his/her keys/swipe cards(and/or copies) to any guest and takes reasonable steps to ensure that his/her guests are not left unattended at all reasonable times while in the Halls of Residence; and

3.6.2 ensures that such guests comply with the fire safety procedures for the relevant Halls of Residence.

3.7 The University reserves the right:

3.7.1 for authorised personnel to enter the Room on reasonable notice to inspect its condition, to clean the Room on a regular basis (if applicable), to carry out such repair works as the University thinks necessary, to serve a notice to vacate the Room in accordance with the University's rights under this Licence and for other appropriate purposes which in the reasonable opinion of the University require entry to the Room;

3.7.2 to prohibit visitors at any time if necessary in the interests of security and/or the health and safety of other residents and/or staff and for such other purposes as the University reasonably decides requires the prohibition of visitors.

3.8 **Suspension**

[2] A copy of the University's Regulations on Student Discipline may be obtained from the University's registry

Without prejudice to the University's right to terminate this Licence under clause 7.2, where in the reasonable opinion of the University, the Licensee presents a significant risk to the health and/or safety of other residents and/or students and/or University staff, the University may suspend the Licensee's right to occupy the Room whereupon the Licensee agrees to vacate the Room and accommodation in the Halls of Residence until such time as any disciplinary proceedings under the University's Regulations on Student Discipline and/or criminal proceedings (including investigations) commenced against the Licensee are concluded. The obligation on the Licensee to pay the Licence Fee continues during the period of suspension and the Licensee is also responsible for payment of any accommodation fees incurred by the Licensee and which are owed to a third party. Where the Licensee is found not guilty of the charges laid in accordance with the University's Regulations on Student Discipline, the University shall reimburse the proportion of the Licence Fee paid by the Licensee during the period of suspension. The Licensee may appeal against the suspension of the right to occupy the Room in accordance with the procedure laid down in the University's Regulations on Student Discipline.[3]

When the proceedings are concluded, the University may either lift the suspension or terminate this Licence (see the University's right to terminate under clause 7).

Nothing in this clause 3.8 shall prejudice the Licensee's statutory right to protection from eviction and the University will be required to obtain a court order to evict the Licensee where he/she refuses to vacate the Room.

[3] A copy of the University's Regulations on Student Discipline can be obtained from the University's Registry

4. FINANCIAL MATTERS

4.1 The Licence Fee

4.1.1 The Licence Fee shall be paid in full within the time specified in and in accordance with the requirements of the Offer Letter, which makes the offer of accommodation conditional on payment of the Licence Fee.

Note: The offer of accommodation is conditional upon payment in full of the Licence Fee by the due date. This means that where the Licensee accepts the offer of a place in the Halls of Residence, such place will not be provided if payment of the Licence Fee in full has not been made by the due date.

4.1.2 Subject to the provisions of clause 4.1.4 this Licence is for the duration of the Licence Period. Accordingly, the Licensee remains responsible for payment of the Licence Fee even when the Licence is terminated early. **No refund of the Licence Fee will be made other than in the exceptional circumstances identified in clause 4.1.3.**

4.1.3 The University may refund the Licence Fee where:

(i) the Licensee cancels the place before the start of the Licence Period in accordance with the right of cancellation under the Consumer Protection (Distance Selling) Regulations 2000 as set out in the Offer Letter by notifying the University in writing[4];

(ii) the University finds a replacement occupier (see clause 4.1.4);

(iii) the University is in serious breach of this Licence (as set out in clause 7.1.); or

(iv) the Licensee ceases to be a student of the University (see clause 4.1.6).

4.1.4 Where a Licensee who continues to be a student at the University vacates the Room, and the University, using reasonable endeavours, finds a replacement licensee (who is not already occupying a University residence place), the University will as soon as reasonably practicable repay to the Licensee the balance of the Licence Fee paid by the Licensee for which the replacement licensee becomes responsible.

4.1.5 A Licensee who changes Rooms at his or her request during the Licence Period shall pay the Licence Fee for the original Room throughout the remainder of the Licence Period if it is higher than the Licence Fee for the new Room, except in respect of any period for which the University is able to arrange alternative occupation of the old Room.

4.1.6 Where the Licensee ceases to be a student of the University and therefore no longer eligible to occupy the Room, the University shall refund the balance of the Licence Fee from the date on which the Licensee vacates the Room.

4.2 Other charges

4.2.1 The Licensee shall pay to the University the reasonable costs incurred by the University as a result of any damage to and/or loss of the University's property caused by the Licensee and/or by the Licensee's guests. The Licensee shall pay the costs of such loss or damage to the University within 5 working days of being notified of the relevant amount, unless the Licensee disputes the amounts payable. In the event of such a dispute, the Licensee should notify the Residences Staff in writing[5] within 5 working days of notification of the amount payable by the Licensee to the University. Where the dispute is resolved in favour of the University, the Licensee shall pay the relevant amount for the loss and/or damage within 5 working days of the date on which the Licensee has been notified of the outcome.

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[4] Such notification should be sent to accom@aston.ac.uk

[5] Such notification should be sent to accom@aston.ac.uk

4.2.2 (a) If damage is caused to the Common Areas and the perpetrator of the damage cannot be identified by the University following a reasonable investigation, the Licensee shall, together with all other occupants of the flat or corridor or Halls of Residence (as appropriate) where the damage has occurred, account to the University for a reasonable proportion of the cost of remedying the damage as determined by the University.

Note: When living in the Halls of Residence, the Licensee forms part of a community of students for the period of the Licence. Like any other community, it depends on each and every member playing a part in ensuring its safe and efficient running. Where safety and efficiency are compromised and costs are incurred by the University as a result of damage to the Common Areas, it will be necessary to pass the reasonable cost of repair onto the Licensee and to other occupiers of the Halls of Residence collectively and in equal amounts. The communal damage charge will only be imposed, where, after reasonable investigation, the person or persons responsible for the damage cannot be identified.

(b) The Licensee may appeal in writing against the imposition by the University of the cost of the damage to the Common Areas to the Manager of Residential Services (or his/her nominee) within 5 working days of the date of the notice of the charge. The decision of the Manager of Residential Services (or his/her nominee) shall be issued to the Licensee usually within 5 working days of receipt of the appeal, though this period may be extended in appropriate circumstances, for example where the Manager of Residential Services (and/or his/her nominee) is on annual leave.

(c)The Licensee shall pay the charges within 10 working days of the date of the invoice. Where the Licensee appeals against the imposition of the charge and the appeal is unsuccessful or where the charge has been varied as a result of the appeal, payment should be made within 5 working days of the date of the notice of the outcome of the appeal.

4.2.3 A transfer fee of £50 will be charged to a Licensee who requests to change Rooms during the Licence Period.

4.2.4 A charge of £40 is made for the replacement of each lost key, which shall be paid by the Licensee direct to the University. The Licensee may also be required to pay the cost of replacing locks caused by the loss of keys. If a lost key is subsequently found but before any locks have been changed a refund of £25 will be made on production of the serviceable key to the Residences Staff.

4.2.5 A charge of £40 is made for the replacement of each lost temporary swipe card. If a lost temporary swipe card is subsequently found, a refund of £25 will be made on production of the temporary swipe card to the Residences Staff.

4.2.6 A maximum charge of £10 per hour is made for additional cleaning of the Room where in the reasonable opinion of the University the Licensee fails to maintain reasonable standards of cleanliness and tidiness.

4.2.7 The University shall charge the Licensee £25 for each extra day in residence on termination or expiry of this Licence.

4.2.8 The University shall charge the Licensee £40 for each key to the Room which is not returned to the Residences Staff on termination or expiry of this Licence.

4.2.9 The Licensee shall pay to the University the reasonable costs of storage and/or disposal of the Licensee's personal belongings which the Licensee fails to remove on expiry or termination of this Licence and/or the reasonable storage or disposal costs of any dangerous object confiscated by the University.

4.2.10 The Licensee shall pay the reasonable costs of portable appliance testing provided by the University underclause 5.2.10

5. **CONDUCT AND SAFETY**

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

Note: Conduct which puts the health or safety of the Licensee him/herself and/or other persons at risk is regarded as a serious breach of this Licence. Such conduct (e.g. failing to evacuate promptly any area of the Halls of Residence in the event of a fire alarm) may result in the University invoking its rights of suspension under clause 3.8 and disciplinary action will be taken under the University's Regulations on Student Discipline which may culminate in the imposition of a fine (up to £500), temporary expulsion from the Halls of Residence or University, termination of this Licence or expulsion from the University.

The Licensee should consult the Student Information Pack for further information to assist the Licensee in complying with the conduct and safety requirements of this Licence.

5.2 In particular, the Licensee will:

5.2.1 comply with this Licence and the University's Regulations on Student Discipline;

5.2.2 comply with all University health and safety and fire safety guidance and regulations;:

5.2.3 not bring into the Halls of Residence, and/or use, produce and/or supply within the Halls of Residence any drugs and/or other such substances whose use, possession, supply and/or production is unlawful under the Misuse of Drugs Act 1971(or as amended or replaced)or under any other applicable legislation;

5.2.4 shall not bring into the Halls of Residence any weapons and/or anything which in the University's opinion is or may become dangerous, offensive, combustible, corrosive, inflammable, radioactive or explosive;

5.2.5 shall not interfere with any fire alarm, smoke/heat detector, fire extinguisher, fire exit, fire signs or any other fire equipment in the Halls of Residence;

5.2.6 shall not interfere with any electrical installation in the Halls of Residence and shall not use any form of heating for the Room and/or Common Parts or electrical adapters except those provided by the University;

5.2.7 shall not otherwise do anything that will put the health and/or safety of the other residents or staff at risk;

5.2.8 shall follow guidelines[6] for the prompt evacuation of any area of the Halls of Residence in the event of a fire alarm;

5.2.9 shall not cook food or use electrical kitchen equipment in the Room or in any area in the Halls of Residence other than the kitchens;

5.2.10 shall ensure that all electrical appliances used by the Licensee in the Halls of Residence (other than those provided by the University) are Portable Appliance Tested, safe and comply with current British or European Union (EU) equivalent safety standards and that such appliances display the relevant British or EU safety certification[7]. Where such safety certification is not apparent and/or the University has reason to believe that the appliance may not be safe, the University will either remove the appliance in accordance with clause 5.3 or require the Licensee to submit the appliance to the University for a portable appliance test and the Licensee shall pay to the University the reasonable costs of such testing. The Licensee shall not be permitted to use the appliance in the Halls of

[6] The Guidelines are posted on the back of the door to each Room

[7] Further information can be found in leaflets on electrical safety issued to all potential and actual residents by the University

Residence unless and until such testing has been completed and the appliance has been deemed safe.

5.3 The University may in its absolute discretion enter the Room and confiscate any article which in its reasonable opinion presents a risk to the health and safety of other residents and/or staff of the University and should not be within the Room. The article will then either be handed over to the police or retained by the University, at the Licensee's expense, until collected by the Licensee and removed from University grounds. If at the end of the Residential Year the article has still not been collected by the Licensee, the University will give the Licensee 14 days notice to retrieve the article and if unclaimed after such period the University reserves the right to dispose of it.

5.4 In the interests of the well-being of fellow residents, the Licensee shall not engage in anti-social behaviour within the Halls of Residence. In particular the Licensee shall:

5.4.1 not impede University staff in the performance of their duties and comply with reasonable instructions issued by Residence Tutors, Duty Postgraduates, Residences Staff and any other staff or persons acting on behalf of the University. Such instructions may include, but are not limited to, providing University identification when reasonably requested to do so;

5.4.2 ensure that there is no loud noise outside the Room at any time, and in particular between 11:00 p.m. and 8:00 a.m., and shall not permit parties to be held in the Halls of Residence without the written permission of the Manager of Residential Services or Senior Residence Tutor;

5.4.3 not cause damage and/or nuisance to other residents in the Halls of Residence, and/or to University staff and/or to occupants of neighbouring properties;

5.4.4 not keep pets (except guide dogs) in the Rooms or elsewhere in the Halls of Residence;

5.4.5 not to remove any furniture, equipment, fittings, or fixtures from the Room and/or Common Areas and/or cause damage to the University's property;

5.4.6 not smoke anywhere within the Halls of Residence and comply with all instructions regarding smoking which are posted in the Halls of Residence;

5.4.7 not make the Common Areas dirty and untidy;

5.4.8 refrain from any behaviour which may be perceived as nuisance to and/or harassment of other residents and/or staff and/or neighbours on any basis and in particular on grounds of sex, race (which includes colour, nationality, ethnic and national origins), disability, religion/belief, age, gender reassignment, pregnancy and/or sexual orientation;

5.4.9 refrain from any behaviour which may be perceived as causing fear, alarm or distress to staff and/or other residents and/or neighbours including (but not limited to) behaviour that may amount to unlawful harassment under protection from harassment legislation;

5.4.10 not behave in such a manner as to bring the University into disrepute.

5.5 The Licensee shall comply with the University's policies[8] relating to Halls of Residence including but not limited to the University's Environmental Policy which requires residents in Halls of Residence to refrain from conduct the consequence of which is the wasteful consumption of energy, whether gas, electricity or otherwise.

[8] ***The relevant policies, including the Environmental Policy can be found at http://www1.aston.ac.uk/about/environment/sustainability-policy/environmental-policy***

6. ADDITIONAL RESPONSIBILITIES OF THE LICENSEE

6.1 During his or her occupation under this Licence the Licensee is responsible for:

6.1.1 the tidiness and cleanliness of the Room;

6.1.2 the behaviour of visitors who are in the Halls of Residence at his or her invitation, including for payment of the reasonable costs incurred by the University as a result of any damage or loss to the University's property and/or equipment caused by the Licensee's visitors.

6.2 On arrival the Licensee shall:

6.2.1 check the University's property against the inventory for the Room and the Common Areas;

6.2.2 check the Room and Common Areas for damage and cleanliness.

Any discrepancy should be recorded on the inventory form and handed in to the Residences Staff not more than 2 working days after moving in. A form for this purpose will be issued when the Licensee collects the key to the Room.

6.3 On departure:

6.3.1 the Licensee shall check the University's property against the inventory for the Room and shall check the Room and the Common Areas for damage and cleanliness;

6.3.2 the University will inspect the Room and the Common Areas as soon as possible at the end of the Residential Year or earlier termination of this Licence and any damage or loss of the University's property shall be paid by the Licensee in accordance with Clause 4.

6.4 Clauses 6.3.1 and 6.3.2 shall apply on termination of this Licence whether at the end of the Licence Period or on earlier termination.

7. TERMINATION OF LICENCE

7.1 This Licence may be terminated by the Licensee:

7.1.1 if the University is in serious breach of its obligations under this Licence. In these circumstances, the University will reimburse the Licensee the balance of the Licence Fee and any other sums which are properly due to the Licensee; (an example of serious breaches by the University include persistent failure by the University to provide essential services such as power or water, or failure within a reasonable time to repair serious damage to the Room coupled with failure to offer alternative accommodation where the damage renders the Room uninhabitable).;

7.2 This Licence may be terminated by the University, in the event of:

7.2.1 serious breach by the Licensee of these Conditions of Residence in accordance with the procedures contained in the University's Regulations on Student Discipline (examples of serious breaches of these Conditions of Residence include wilfully or recklessly damaging University property, including fire equipment; possession of weapons, bullying or harassment of other residents or staff; conduct that puts the health or safety of other residents or staff at risk, violent or abusive behaviour, persistent minor breaches of this Licence);

7.2.2 serious breach by the Licensee of the University's Regulations on Student Discipline in accordance with the procedure contained in those Regulations;

7.2.3 notwithstanding the provisions of clause 4.1.1 (which provides that the offer of accommodation is conditional upon full payment of the Licence Fee by the due date), the University permitting the Licensee to occupy the Room before the Licence Fee is paid in full or in part and all or any part of the Licence Fee remains unpaid for 7 days following the date of the University's demand for payment;

Note (1): By exercising its right to terminate this Licence for non-payment of some or all of the Licence Fee, the University is not prevented from exercising any other right or remedy available to it. For example, the University may seek to recover from the Licensee any outstanding payments in addition to terminating the Licence.

7.2.4 the Licensee no longer being an enrolled student at the University;

7.2.5 where the Licensee receives a caution or is convicted of an offence under the Misuse of Drugs Act 1971 (as amended, replaced or supplemented) and/or receives a caution or is convicted of an offence which the University reasonably concludes renders the Licensee a serious risk to the safety of other residents and/or staff. The University reserves the right to invoke its right of suspension under clause 3.8, where the Licensee is charged with or convicted of such an offence.

7.3 Upon termination or expiry of this Licence, the Licensee will vacate the Room and remove all personal belongings from the Room and Common Areas. At the end of the Licence Period this must be done by 10:00 am on the last Saturday of the Licence Period. Failure to remove all belongings will entitle the University to remove belongings from the Room and/or the Common Areas and place them in storage. The University will give to the Licensee 14 days notice to retrieve the belongings and if unclaimed after such period the University reserves the right to dispose of them.

Note : Where a Licensee refuses to vacate the Room at the end of the Licence Period or on early termination of this Licence for whatever reason, the University will be required to obtain a Court Order to evict the Licensee.

8. GENERAL PROVISIONS

8.1 Personal Property

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

Note: Licensees are strongly recommended to obtain adequate insurance for their personal property.

8.2 Utilities

8.2.1 While the University will take reasonable steps to supply gas, water, and electricity, it cannot guarantee a continuous supply and will not be held liable for any loss, damage resulting from the failure on the part of the service provider to supply such services and which are reasonably beyond the University's control. This clause does not intend to exclude liability for damage and/or direct loss suffered by the Licensee as a result of the University's negligence.

8.2.2 Internet access and internet services are **not** provided by the University. If the Licensee wishes to have internet access he or she may obtain such services from a third party internet service provider ("the ISP"). The Licensee must enter into a contract for internet services direct with the ISP and the Licensee shall be responsible for payment of all relevant charges and for complying with the terms and conditions of internet access provision as required by the ISP. All dealings regarding internet access shall be between the Licensee and the ISP and the Licensee should address all queries, concerns or problems that he/she may have to the ISP and the University shall have no responsibility whatsoever in relation to or for internet access. The University is not liable for any loss or damage suffered by the Licensee as a result of interruptions to or loss of internet access, unless such loss or damage is caused by the University's negligence. Further the University has no liability whatsoever for any act, default, omission and or negligence of the ISP, its servants or agents.

8.3 Severance

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

8.4 Notice

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

8.4.2 Any notice served by the Licensee on the University shall be sufficiently served if sent by first class post to Residential Services.

8.5 Third party rights

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

8.6 Dispute resolution

Any dispute arising under this Licence shall be subject to the exclusive jurisdiction of the English courts. This is without prejudice of the right of the Licensee to make a complaint relating to this Licence to the Office of the Independent Adjudicator for Higher

Education, once the Licensee has exhausted the University's internal complaints mechanism.

8.7 **No transfer**

The Licence is personal to the Licensee and he/she shall not transfer any of his/her rights under this Licence to a third party.

8.8 **The Consumer Protection (Distance Selling) Regulations 2000**

Nothing in this Licence shall prejudice the Licensee's rights to cancel this Licence in accordance with the cancellation rights provided by the Consumer Protection (Distance Selling) Regulations 2000, as set out in the Offer Letter.

8.9 **Jurisdiction**

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