

If accepted, the University's offer of accommodation, these Terms and Conditions, the Residence Rules and Information and the terms and conditions of Endsleigh Insurance Block Hall policy will create legally binding obligations between the University and the Student. Please read them and make sure you understand and agree to them before you make a commitment. The agreement between the University and the Student is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before making a commitment if you feel you need it.

<b>Student</b>	The Student named in the University's Offer of Accommodation, who has been offered and who has accepted a place in University Accommodation provided that the student has accepted a place on a full time programme of study at the University
<b>University</b>	Bournemouth University of Fern Barrow, Poole, Dorset, BH12 5BB
<b>Residence</b>	The Residence named in the University's Offer of Accommodation or such other residence available to the University for occupation by students of the University.
<b>Room</b>	Room means a part of the Residence which is occupied as an individual private study room and included the fittings, soft furnishings and effects as set out in the inventory for the accommodation
<b>Common Parts</b>	Any shared facility such as kitchen, bathroom, common room or lounge including the fittings, fixtures, furniture and equipment available for use in these areas as set out in the inventory for Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation
<b>Deposit</b>	The amount of deposit specified in the University's Offer of Accommodation and the terms on which the deposit are held are set out in clause 5
<b>Period of Residence</b>	The Period of Residence specified in the University's Offer of Accommodation
<b>Residence Charge</b>	The charge for the Room for the Period of Residence as specified in the University's Offer of Accommodation payable by the payment date.
<b>Licence</b>	Licence to occupy as set out in these Terms and Conditions. The Licence does not create a tenancy. A tenancy is a legal interest in the property and this Licence does not confer such an interest but gives the Student a simple contractual right to occupy the Room and to use the Common Parts.
<b>University's Offer of Accommodation</b>	University's Offer of Accommodation is the letter sent by the University to the Student or the booking details relating the Student posted on the University's on-line accommodation site making an offer of a place in the Residence

**1. The University permits the Student**

- (i) To occupy the Room in the Residence for the Period of Residence subject to the Student remaining a Student of the University, paying the Residence Charge and complying with the terms of this Licence
- (ii) To use the furniture and fittings, if any, provided by the University and set out in the inventory given to the Student at the commencement of this licence which also sets out the condition of the Room initially allocated to the Student and in some instances the condition of the furniture and fittings.
- (iii) To use the kitchen, hall and other communal facilities, furniture or fittings in the residence intended for the use of the Student and others resident in the Residence.

**2.** The Student will not have exclusive use or occupation of any Room, nor will he/she have the right to occupy any particular Room.

- (i) Where a student applies for a Transfer to an alternative Room within a Residence and is accepted there will be an administration charge of £50.

- 3.** This contract is between the University and the Student and no other person will have any rights under it.
- (i) 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.
- 4.** The dates of the Period of Residence and the Residences Charges are set out in the offer
- (i) Subject to provisions relating to withdrawal, the Student's right to cancel this Licence in accordance with the Consumer Protection (Distance Selling) Regulations 2000 and the right under clause 9 of the Licence, the Student is obliged to pay the Residence Charge for the Period of Residence.
- (ii) The University will refund any Residence Charge already paid which relates to a period after the Licence has ended by virtue of Clause 7(iii)
- (iii) In the event that any Room occupied by the Student or any Common Parts used by the Student become unfit to occupy for any reason within the University's reasonable control or it is appropriate to protect the interest of staff and/or other residents or in such circumstances as the University may reasonably deem appropriate then (subject to Clause 4(iv) the University shall give written notice of the requirement to move to an alternative Room in any University Residence which the Student shall accept and occupy on the terms of this Licence until the original Room is fit for occupation
- (iv) In the event that no alternative Room is available within University Residences then Hotel accommodation shall be provided for which the University shall pay the cost of half board only for the period of time that the Room is unfit and the choice of Hotel shall be at the sole discretion of the University
- (v) The University shall not be liable for any loss or damage to the Student's belongings except where caused by the negligence of the University. However, the Students personal belongings will be covered under a block Insurance Policy for the duration of the occupation in accordance with the Terms & Conditions of Endsleigh Insurance Block Hall policy (<http://www.endsleigh.co.uk/scripts/blockhalls.cgi>)
- (vii) The University may temporarily suspend use of the Common Parts if in the University's reasonable opinion they are unsafe and/or unsanitary.
- (viii) While the University will take reasonable steps to supply gas, water, electricity and Internet Service including IPTelephony, 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 or loss suffered by the Student which is as a result of the University's negligence.
- (ix) The University may temporarily suspend the supply of Internet and IP Telephony in the event that the student is in serious or persistent breach of any of the Terms & Conditions of Residence.
- 5. Acceptance and deposit**
- (i) Upon acceptance of the University's Offer of Accommodation the Student shall pay the Deposit as set out in the University's Offer of Accommodation which will be held by the University as security for the obligations of the Student under this Licence and in its direction applied in or towards making good the consequences of any breach of those Licence obligations by the Student including for example to pay the reasonable costs (either actual or estimated by the University) of damage to the Room and/or Common Parts and/or damage to the University's property within the Residence caused by the Student and/or such other costs reasonably incurred by the University as a result of failure by the Student to comply with his/her obligations under this Licence. Any dispute over amounts payable by the Student for loss or damage to the University's property should be notified to The Head of Residential Services within 10 working days. The University has the right to deduct from the deposit at any time the sums properly due to the University under the Licence including but not exclusively arrears of the Residence Charge, administration charges, additional cleaning and damages.
- (ii) Any unused part of the deposit will not be returned until the keys to the Room occupied by the Student are returned to the Accommodation Office or specified place. Deposits will be returned without interest within 6 weeks of the end of the Period of Residence
- 6. The Student shall**
- (i) Refrain from smoking in the Room and any of the Common Parts, entrances, stairways, lift landings, lifts, common rooms, laundry rooms or any other shared areas of the Residence. Smoke and heat detectors within Rooms must not be covered, tampered with or removed. From the 1<sup>st</sup> July 2007 smoking in public places is a criminal offence and action can be brought by Local Enforcement Agencies. The University may apply a financial penalty of not more than £20 for each offence and for persistent offenders, Notice to Quit may be given.

- (ii) cause no damage to the furniture and fittings referred to in Clause 1(ii) and/or any of the University's property in the Accommodation.
- (iii) **The Student shall be required to pay the reasonable costs (either actual or estimated by the University) of damage to the Room and/or to the Common Parts and/or for damage to the University's property within the Residence and/or for any other damage caused by the Student as a result of the Student's breach of this Licence.**
- (iv) not remove any of the University's furniture and fittings from the Residence
- (v) comply with the Rules and Regulations made by the University from time to time for the management, use and running of the Residence and abide by the University's Disciplinary Policy for Residents and Residence Rules and Information (in each case as amended by the University from time to time) which can be found at [www.bournemouth.ac.uk/accommodation](http://www.bournemouth.ac.uk/accommodation)
- (vi) comply with any fire precautions applicable to the Residence as posted in the Residence and contained within the information sheet provided with keys on arrival and not to interfere with or misuse any fire protection equipment provided including fire extinguishers and blankets, smoke and heat detectors, door closures and breakglass call points. **The University may apply a financial penalty of not more than £180 for any serious breach of this clause and for persistent offenders, Notice to Quit may be given**
- (vii) refrain from keeping any animal, insect or reptile in the Residence except guide dogs
- (viii) not do anything which may cause nuisance to the University or to any other occupants of the Residence or any other neighbouring premises or behave in a manner that amounts to harassment on the grounds of sex, race, disability, sexual orientation, religion/belief or age
- (ix) ensure that at the end of the Period of Residence such Room or Rooms as he/she occupies and the furniture and fittings in them are returned in the same condition as specified in the inventory, fair wear and tear excepted.
- (x) not part with or share the occupation of the Room he/she occupies except that the Student may have an occasional guest provided that this does not cause nuisance to other residents and the Student is responsible for his/her guest complying with the Licence and Residence Rules and Information. . This relates especially to (ii) (iii) and (viii) above
- (xi) **pay a proportion of the cost of the repair of any damage caused to the facilities or to any Common Parts or to the furniture or fittings therein and the cost of replacement of any furniture or fittings removed therefrom where the person causing the damage or removing the furniture or fittings cannot be identified by the University (having taken all reasonable steps to identify those responsible) such proportion to be (at the discretion of the University) the total cost divided by the number of residents who in the University's opinion have the main use of and responsibility for the part of the facilities or the items in them which have been damaged or removed at the time the damage or removal is discovered by the University. The Student has the right to appeal to the Residential Services Manager when such a cost is disputed.**
- (xii) Pay to the University all costs reasonably incurred in enforcing the Student's obligations in this agreement or arising from a breach of them (including an administration/interest charge of £12 for (i) change to bank instructions or details without giving notice to the University's Residential Services at least 15 working days before the relevant Payment Date or (ii) return unpaid of direct debit, credit card or cheque transaction)
- (xiii) not display anything in or from any part of the Residence which is visible from the exterior thereof and which is in the reasonable opinion of the University is or could be construed as offensive or as an advertisement or damaging to the reputation of the University and shall remove any such thing forthwith as required by the University
- (xiv) Not at any time to leave the Accommodation unoccupied without locking the door and window nor to leave the Residence main entrance open or to allow anyone to enter who is not a resident or a representative of the University carrying identification
- (xv) Not to put anything harmful, or which is likely to cause a blockage, in any pipes or drains.
- (xvi) Not to cause obstruction of the Common Parts
- (xvii) The University is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this agreement. On termination or expiry of this Licence the Student will vacate the Room and remove all personal belongings from the Room and Common Parts. Failure to remove all belongings will entitle the University to remove those belongings from the Room and/or Common Parts and place them in storage. The University will give to the Student 14 days notice to retrieve the belongings and if unclaimed after such period the University reserves the right to dispose of them.
- (xviii) Not do anything that may cause a risk to the health & safety of other residents and staff
- (xviii) Ensure that refuse is removed from the Residence on a daily basis or as frequently as is required and deposited within the designated refuse bins and keep the Room and Common Parts in a clean and tidy condition. **Breach of this clause may result in the Student being invoiced for the**

**reasonable costs of cleaning and/or rubbish removal in accordance with the invoice received plus a 10% administration charge.**

**7. Termination of the Agreement**

- (i) by the University serving four weeks notice if at any time the Residence Charge referred to in clause 4 is overdue by 14 days or more or if at any time the Student is in serious or persistent breach of any of the Terms and Conditions of Residence. For the avoidance of doubt the Student will remain liable for the Residence Charge until the Room has been re-let by the University using its reasonable endeavours.
- (ii) Subject to the right of the Student to withdraw under clause 8 and the right of the Student to cancel under clause 9 the University will be required to obtain an Order from the Court in circumstances where the Student fails to vacate the Room as required under clause 7(i). When the Court Order is granted the Licence shall end immediately but without prejudice to any right of action or remedy of either the University or the Student in respect of any previous breach of the other obligations under the Licence. The University may seek to recover any outstanding monies owed by the Student to the University under the Licence notwithstanding the Court Order.
- (iii) by the Room being re-let by the University to a student of the University **who is not already residing in any University accommodation, who has agreed in writing to take the Student's place provided that the Student's responsibility for payment of the Residence Charge referred to in Clause 4 will only cease when the replacement Student has agreed to accept the Terms and Conditions of Residence and paid the deposit referred to in Clause 5 (i) to the University and collected keys to the Room. The Student terminating the Licence shall be liable for a £50 administration charge.** For the avoidance of doubt, the University will make vacated Rooms available to other Students for transfers, but Room exchanges will not be treated as replacements and refunds of Residence Charge will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any Rooms which are already vacant before allocating people on its waiting list to the Room. The University will consider names of suitable university students provided by the Student who are not already residing in any university accommodation as a replacement.
- (iv) The University's acceptance of the keys at any time shall not in itself be effective to terminate this agreement whilst any part of the Period of Residence remains unexpired.
- (v) Any notice served by the University on the Student under this Licence shall be sufficiently served if delivered by hand to the Room or by hand or first class post to the Student's academic department at the University or by first class post to the last known address of the Student. Any notice served by the Student on the University under this Licence shall be sufficiently served if sent by first class post to Residential Services, Bournemouth University, Fern Barrow, Poole, BH12 5BB.

**8. If the Student withdraws from the University they will be liable for the Residence Charge up to and including the date written notice of withdrawal is received at the Accommodation Office plus a charge equal to 4 weeks rent and a £50 administration charge.**

**9. Termination prior to taking up occupation. This Licence may be terminated by the Student prior to the beginning of the Residence Period provided that the University receives from the Student at least 4 weeks prior to the beginning of the Residence Period written notice of the intention to terminate. In such circumstances, the University shall deduct from the Deposit a charge of £250 to cover the costs of reallocating the Room. In the event that the Student fails to provide the required notice and/or pay the administration charge, the termination provision in clause 7(iii) shall apply and the University shall retain the entire Deposit and the Student shall be invoiced for the Residence Charge.**

**This clause 9 does not prejudice the Student's right to cancel the Licence in accordance with his/her rights under the Consumer Protection (Distance Selling) Regulations 2000.**

- 10. This Licence is personal to the Student and does not permit the Student to authorise the use of any Room in the Residence by any other person whatsoever nor to sublet it or transfer occupancy to any other person.
- 11. 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 Student to make complaint relating to this Licence to the Office of the Independent Adjudicator for Higher Education, once the Student has exhausted the University's internal complaints mechanism.

**END OF TERMS AND CONDITIONS.**