

BU Halls of Residence and UNILET Licence to Occupy Terms and Conditions of Residence

1) Introduction

- a) An offer of accommodation (an “**Offer of Accommodation**”) may be made to you:
 - i) in a letter or e-mail sent by the **University** to you;
 - ii) in booking details posted on the **University’s** on-line accommodation site; or
 - iii) in person at the Residential Services office at the **University** when you sign a licence (the “**Licence to Occupy**”).
- b) If you accept your **Offer of Accommodation** or sign a **Licence to Occupy**, you have entered into a legally binding contract between the **University** (us) and the **Student** (you) (the “**Licence Agreement**”) that incorporates:
 - i) these **Terms and Conditions**;
 - ii) the BU managed accommodation [Rules and Information](#) (the “**Rules**”)¹;
 - iii) the terms and conditions of the [Endsleigh Insurance Block policy](#); and
 - iv) the terms and conditions of [Wilts & Dorset buses](#).
- c) When you accept the **Offer of Accommodation**, you must pay the first rent payment to the **University** (the “**First Rent Payment**”).
- d) The following will be set out in the **Offer of Accommodation** or the **Licence to Occupy**:
 - i) details of the hall of residence (the “**Property**”);
 - ii) the term of the licence (the “**Licence Period**”);
 - iii) the charges for the licence and the payment due dates (the “**Licence Fee**”);
 - iv) information about how to accept the **Offer of Accommodation**; and
 - v) details of the amount of the **First Rent Payment** and how to pay it.
- e) You may access your **Licence to Occupy** or **Offer of Accommodation** and these **Terms and Conditions** at any time by returning to your account or you may print them for your records. If you do not have access to a printer please contact the Residential Services team at the **University** to request a copy.

2) Legally Binding Contract

- a) You must read these **Terms and Conditions** and the other documents listed above and make sure you understand and agree to them before you accept the **Offer of Accommodation**/sign the **Licence to Occupy**.
- b) When you accept the **Offer of Accommodation** /sign the **Licence to Occupy**, and provided you have not collected the keys to the **Room**, you have the right to cancel the **Licence Agreement** within 14 days without giving any reason. If you wish to cancel during the 14 day period you must tell us. You can tell us by e-mail, letter or using the model cancellation form provided on our website. You must make it clear you wish to cancel the **Licence Agreement**. If you have paid a **First Rent Payment**, the **University** will refund it if you cancel in the 14-day period. Please refer to clause 8b) if you have collected the keys to the **Room** within the 14-day period and wish to end your **Licence Agreement**.
- c) You may end the **Licence Agreement** up to 4 weeks before the start of the **Licence Period** by giving the **University** written notice at least 4 weeks before the start of the **Licence Period**. If you have paid a **First Rent Payment** the **University** will refund it to you.
- d) If you wish to cancel your **Licence Agreement** during the 4 weeks before the **Licence Period** commences because you:
 - i) decide not to study at the **University** or other higher education provider, or
 - ii) do not receive an offer to study at the **University** or other higher education provider, or
 - iii) you withdraw from the **University** or other higher education provideryou must send written notice to the **University** and you must pay the **Licence Fee** up to and including the date the **University** receives the notice, plus a charge equal to 4 weeks’ **Licence Fee** being the anticipated loss that will be sustained by the **University**. The **University** may request you to provide reasonable evidence of your situation. If a new occupant is found for the **Room** and you have paid a **Licence Fee** for the period from the date that a new occupant is found for the **Room**, we will refund the relevant proportion of the **Licence Fee** to you after deducting any amounts that you owe us under the **Licence Agreement**.
- e) You must be a student registered on a course of study at the **University** or other higher education provider throughout the **Licence Period**. If, during the **Licence Period** you cease to be a student registered on a course of study at the **University** or other higher education provider because:
 - i) you decide not to study at the **University** or other higher education provider, or

¹ www.bournemouth.ac.uk/accommodation

ii) do not receive an offer to study at the **University** or other higher education provider, or

iii) you withdraw or are withdrawn from the **University** or other higher education provider

you must send written notice of your circumstances to the Residential Services team at the **University** as soon as reasonably practicable. The **University** may at any time request you to provide reasonable evidence of your situation. If such written notice is received by the Residential Services team at the **University**:

- A. before the spring break commences (as defined by the **University** from time to time) you must pay the **Licence Fee** up to and including the date that the Residential Services team at the **University** receives the notice, plus a charge equal to 4 weeks' **Licence Fee** being the anticipated loss that will be sustained by the **University**. If you have paid a **Licence Fee** for the period from the date that a new occupant is found for the **Room**, we will refund the relevant proportion of the **Licence Fee** to you after deducting any amounts that you owe us under the **Licence Agreement**;
- B. during or after the spring break (as defined by the **University** from time to time) you must pay the **Licence Fee** up to and including the end of the **Licence Period**.

- f) The **Licence Agreement** is governed by English law, which may be different to the law that applies in your own country, particularly if you live in a devolved administration or if you are an international student. If you have any concerns or questions, please take advice before accepting the offer and committing to this contract.
- g) Any dispute arising under the **Licence Agreement** is subject to the exclusive jurisdiction of the English courts. You have the right to complain about the **Licence Agreement** to the Office of the Independent Adjudicator for Higher Education, once you have exhausted the **University's** internal complaints process.

3) Definitions:

Some terms are defined in these Terms and Conditions, and in addition:

Common Parts	(i) any shared facility such as kitchen, bathroom, common room, garden or lounge including the fittings, fixtures, furniture and equipment available for use in these areas as may be set out in the Inventory ; and (ii) parts of the Property/Development that you need to use to access the Room .
Development	the development in which the Property is situated and includes all car parks, Common Parts , bike stores, bin stores and access ways that you are permitted to use in connection with the Property and this Licence to Occupy .
Guests	any guest or visitor to the Development with your consent or implied consent.
Inventory	the inventory that we give to you at the start of the Licence Period , which sets out contents and the condition of the Room and the Common Parts .
Room	an individual private study room in the Property that we allocate to you, including the fittings, furnishings and other contents as may be set out in the Inventory .
Student	you, the student named in the Offer of Accommodation or Licence to Occupy .
Student Damages	has the meaning given to it in clause 5.
University	Bournemouth University Higher Education Corporation of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB and does not include other higher education providers. For the service of notices please see clause 10 c) below.

4) Licence

- a) The **Licence Agreement** gives you a simple contractual right to occupy the **Room** and use the **Common Parts**. The **Licence Agreement** does not create a tenancy or give you a legal interest in any property. Subject to you remaining a registered student of the **University** or other higher education provider, paying the **Licence Fee** and complying with the terms of the **Licence Agreement**, the **University** allows you:
 - i) to occupy the **Room** for the **Licence Period**;
 - ii) to use the furniture and fittings as may be set out in the **Inventory**; and
 - iii) to use the **Common Parts** and other communal facilities, furniture or fittings in the **Property** intended for the use of those occupying the **Property**.
- b) You do not have exclusive use or occupation of any room, or the right to occupy any particular room.
- c) We may require you to move out of the **Room** by giving you reasonable written notice if:
 - i) the **Room** or any **Common Parts** used by you are unfit to occupy; or
 - ii) we reasonably believe the move is required to protect the interest of staff or other residents.
- d) If we ask you to move out, we will usually offer you an alternative **Room** within **University** accommodation. The **Licence Agreement** will apply to the new **Room**. If no alternative room is available within **University** accommodation then we will make reasonable alternative arrangements for you. We will give you notice when you need to move back to the original **Room**. You must move as soon as reasonably practicable when we ask you to.

- e) The **Licence Agreement** is personal to you. You must not allow any other person to use the **Room**, or sublet it or transfer occupancy to anyone. You may have occasional short-term **Guests** if this does not cause problems for other residents. You are responsible for your **Guests** at all times, and must ensure that you and your **Guests** comply with the **Licence Agreement** and **Rules**.
- f) You may ask for a transfer to an alternative **Room** during the **Licence Period**. The **University** has absolute discretion in considering your request. If you transfer to an alternative **Room**, you may be required to pay the reasonable costs incurred by the **University** for dealing with your request, up to a maximum sum of £50. The **Licence Agreement** will apply to the new **Room**.

5) Licence Period and Licence Fee

- a) The **Licence Fee** includes an annual bus pass with Wilts & Dorset Bus Company. If you do not want the bus pass, you must tell us when you accept the **Offer of Accommodation** and the **Licence Fee** will be adjusted. You can cancel the bus pass before the end of your first academic term (as defined by the **University** from time to time). If you cancel the bus pass, we will refund you for the unused period of the bus pass. We will not pay a refund if you cancel the bus pass after the end of your first academic term (as defined by the **University** from time to time).
- b) You must pay to the **University**:
 - i) the **Licence Fee** for the **Licence Period**;
 - ii) the **Student Damages** (if applicable), as defined below; and
 - iii) the charges set out in this **Licence Agreement**.
- c) We will invoice you for **Student Damages** which will be payable within 30 days of the invoice date.
 - i) “**Student Damages**” are the costs that we may charge you because of a breach of the **Licence Agreement** by you. The estimated charges are set out in the **Rules**. **Student Damages** include:
 - (A) the costs of cleaning the **Room** or the **Common Parts** or removing rubbish;
 - (B) the costs of repairing damage that you or your **Guests** cause to the **Room**, the **Common Parts**, the **Property**, the **Development**, the furniture, fittings, contents or any other property, including repair or replacement costs for interference, damage or removed items;
 - (C) the costs of repairing additional damage caused because you have not told your local residential team promptly that repairs are needed; and
 - (D) all costs that we reasonably incur in enforcing your obligations under the **Licence Agreement**, where permitted by law.
 - ii) If, after enquiring, we cannot determine who is responsible for **Student Damages**, we will:
 - (A) divide the total costs by the number of students who were the main occupants or users of the relevant part of the **Property** at the relevant time; and
 - (B) charge you the relevant share of the total.
- d) Interest may be added to your account at an annual percentage rate of 3% above the Bank of England base rate if you fail to pay the **Licence Fee** in full within 14 days of the due date for payment.
- e) If you dispute any amounts that we charge, you must contact the Residential Services team at the **University** within 10 working days of the date of the invoice.

6) Services

- a) Your personal belongings are covered for the **Licence Period** under the Endsleigh Insurance Block policy. This policy includes limits and exclusions and you must arrange separate insurance for any items that are not covered under this policy.
- b) You must pay council tax if it applies to you (you may qualify for an exemption - see the **University's** website <https://www1.bournemouth.ac.uk/students/help-advice/replacement-documents/council-tax-exemption>). If you are not a registered student of the **University** please make enquiries with your own higher education provider.
- c) The **University** will take reasonable steps to supply:
 - i) internet service to the **Room**; and
 - ii) gas, water and electricity to the **Room** and the **Common Parts**.
- d) We cannot guarantee that these services will not be interrupted. We are not liable to you for any loss or damage if the service provider fails to supply them for reasons that are beyond our reasonable control.
- e) We may:
 - i) restrict your internet access if you seriously or persistently breach any of the **Licence Agreement** and/or **Rules**; and
 - ii) suspend access to the **Common Parts** if in our reasonable opinion they are unsafe or unsanitary.
- f) You must contact your local accommodation team promptly to report any damage to any part of the **Property** or any need of repair.

7) Your Obligations and Undertakings

You agree that you will, and you will ensure that your **Guests**, comply with the **Licence Agreement** and the **Rules** and any other rules and regulations made or updated by the **University** from time to time that apply to the use and occupancy of the **Room, Property and Development**.

8) Termination

- a) The **University** may end the **Licence Agreement** at any time by giving you four weeks' written notice in advance if:
 - i) the **Licence Fee** or other amount you owe us under the **Licence Agreement** is overdue by 14 days or more; or
 - ii) you are in breach of the **Licence Agreement**. The **University** will determine what constitutes a breach of this **Licence Agreement**, acting reasonably, at the time of the breach and considering the facts of the breach.
- b) Subject to c) below, if you wish to end the **Licence Agreement** before the end of the **Licence Period**, you must tell the Residential Services team at the **University** in writing. You must return the **Room** and **Property** keys to the **University** but acceptance of those keys by the **University** does not constitute an acceptance of your surrender of the **Room** unless the **University** confirms otherwise. Please note:
 - i) You must continue to pay the **Licence Fee** for the **Licence Period** unless:
 - (A) the **University** finds a new occupant for the **Room** who was not previously occupying any **University** accommodation; and
 - (B) the new occupant has entered into a licence agreement with us and paid a first rent payment.
 - ii) We will make the **Room** available to prospective residents, including any suitable candidates that you propose. We are entitled to fill other already vacant rooms first before making the **Room** available to prospective residents.
 - iii) We may transfer another existing resident to the **Room**. If we do, the **Licence Fee** for your **Room** continues to be payable by you until the **University** finds a new occupant for the accommodation vacated by that resident.
 - iv) If you have paid a **Licence Fee** for any period after the **Licence Period** or (subject to sub-paragraphs (i) – (iii) above) for the period from the date that a new occupant is found for the **Room**, we will refund the relevant proportion of the **Licence Fee** to you after deducting any amounts that you owe us under the **Licence Agreement** and the reasonable cost incurred by the **University** for dealing with your request, up to a maximum sum of £50.
- c) If you wish to end the **Licence Agreement** before the end of the **Licence Period** in the following circumstances:
 - i) the **Licence Period** is 50 weeks; and,
 - ii) you are attending a post-graduate course at the **University**; and,
 - iii) your academic department has authorised a placement as part of the course (you must provide evidence from the academic department if requested by the Residential Services team at the **University**); and,
 - iv) the placement is outside the Bournemouth/Poole area (generally in a location which does not have a postcode starting with BH, but this should be confirmed with the Residential Services team at the **University**),you must give the **University** at least 4 weeks' written notice (including the evidence referred to above) and the termination will take effect at the end of the usual undergraduate **Licence Period** for the **Property** (which may be 40, 41 or 42 weeks as appropriate) and you must return the keys. If you need to terminate under this clause, you must speak to the Residential Services team at the **University** as soon as possible to confirm the requirements for your specific circumstances.
- d) At the end of the **Licence Agreement**, you must leave the **Room** and remove all your personal belongings from the **Room, Common Parts and Development**. If you do leave any belongings, we may remove them and put them in storage (unless they are perishable or unsafe). We will tell you (using the contact details we have for you). You have 14 days to collect them, and if you have not claimed them after 14 days, we may dispose of them.
- e) At the end of the **Licence Agreement**, when you have returned your keys to the Residential Services team at the **University**, we will raise an invoice payable by you for any amounts due to us under the **Licence Agreement**, including any unpaid **Licence Fees**, interest and **Student Damages**. If you dispute the amounts invoiced, you must contact the Residential Services team at the **University** within 10 working days of the date of the invoice.
- f) Any right of action or remedy that either you or the **University** have for any previous breach of the **Licence Agreement** continues to have effect after the **Licence Agreement** has ended.

9) Inspections and Keys

- a) Where this clause 9 refers to the **University** that includes its staff, agent (if any), relevant third party authorities (including but not limited to fire and rescue, ambulance and police services) and anyone with the **University's** written permission.
- b) The **University** may visit any **Common Parts** or other shared areas without giving you any prior notice, provided its visit is for one or more reasons set out in clause 9(d) or otherwise lawful.
- c) The **University** may keep keys for your **Room**, and may visit it for one or more reasons set out in clause 9(d) or otherwise lawful. The **University** will endeavor to give you at least 24 hours' advance notice if access to your **Room** is required for any of the reasons set out in clause 9 (d) but may access your **Room** immediately without giving you advance notice if access is required for any of the reasons set out in clause 9(d) (i)-(iii).
- d) The listed reasons for clauses 9(b) and 9(c) are:
 - i) an emergency (in the **University's** reasonable view, which shall be final);
 - ii) the **University** has serious concerns for your personal safety or security or that of others;
 - iii) the **University** believes illegal activity has occurred, is occurring or will occur, including but not limited to illegal substances being used or kept, at the **Property** and/or **Room** (and in the case of a **Room** visit that such visit is appropriate in the circumstances, the **University's** view being final);
 - iv) the **University** believes the **Licence Agreement** has been breached;
 - v) access is needed to inspect the condition and state of repair of the **Common Parts / Room**, as applicable;
 - vi) access is needed to undertake any maintenance or repairs;
 - vii) to take utility meter readings (if applicable);
 - viii) to show the **Property** (including the **Room**) to prospective occupiers or buyers of the **Property**.
- e) For the purpose of this clause 9, the **University** may send you notice by email or by hard copy. Emails may be sent using your university student email address.
- f) If you do not return the keys at the end of your **Licence Period** (however that happens), the **University** will charge you the reasonable cost of fitting new locks and programming / cutting keys. The estimated charges are set out in the **Rules**.

10) General

- a) We are not liable for any loss or damage to you or your belongings or that of your **Guests** unless it was directly caused by the negligence of the **University**.
- b) Unless otherwise specified in this **Licence Agreement**, any notice we give you under the **Licence Agreement** may be delivered:
 - i) by hand to the **Room**;
 - ii) by hand or first class post to your academic department at the **University**; or
 - iii) by first class post to your last known address.
- c) Any notice given by you to the **University** under the **Licence Agreement** must be delivered by hand or sent by first class post to Residential Services, Bournemouth University Higher Education Corporation of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB.
- d) This contract is between the **University** and you and no other person will have any rights under it.
- e) If any court or competent authority finds any term of this **Licence Agreement** (or part of any term) to be invalid, illegal, or unenforceable:
 - i) that term or part shall be deemed to be deleted; and
 - ii) the other terms of this **Licence Agreement** shall not be affected.