

## 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 the 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 licence agreement between the **University** (us) and the **Student** (you) (the “**Licence Agreement**”) that incorporates:
  - i) these **Terms and Conditions**; and
  - ii) the BU managed accommodation [Rules and Information](#) (the “**Rules**”)
- c) When you accept the **Offer of Accommodation**, you must pay a deposit to the **University** (the “**Deposit**”). We will pay the **Deposit** to a tenant deposit service that will hold it as security for your obligations under the **Licence Agreement**. We will not pay you interest on the **Deposit**.
- d) The following will be set out in the **Offer of Accommodation** or the **Licence to Occupy**:
  - i) details of the property (the “**Property**”);
  - ii) the term of the licence (the “**Licence Period**”);
  - iii) the charges for the licence and the payment due date (the “**Licence Fee**”);
  - iv) information about how to accept the **Offer of Accommodation**;
  - v) confirmation of the amount of the **Holding Deposit** that will be paid towards your **Deposit**; and
  - vi) details of the amount of the **Deposit** 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 days, 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 any charges (including a **Holding Deposit**) or a **Deposit**, BU will refund them 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) 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.
- d) 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:

<b>Common Parts</b>	(i) 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 <b>Inventory</b> ; and (ii) parts of the <b>Property/Development</b> that you need to use to access the <b>Room</b> .
<b>Development</b>	the development in which the <b>Property</b> is situated and includes all car parks, Common Parts, gardens, bike stores, bin stores and access ways that you are permitted to use in connection with the <b>Property</b> and the <b>Licence Agreement</b> .
<b>Guests</b>	any guest or visitor to the <b>Development</b> with your consent or implied consent.

<b>Inventory</b>	the inventory that we give to you at the start of the <b>Licence Period</b> , which sets out contents and the condition of the <b>Room</b> and the <b>Common Parts</b> .
<b>Room</b>	an individual private study room in the <b>Property</b> , including the fittings, furnishings and other contents as set out in the <b>Inventory</b> .
<b>Student</b>	you, the student named in the <b>Offer of Accommodation</b> or <b>Licence to Occupy</b> .
<b>Damages</b>	has the meaning given to it in clause 5.
<b>University</b>	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 to Occupy

- 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**, we allow you:
- to occupy the **Room** for the **Licence Period**;
  - to use the furniture and fittings as set out in the **Inventory**; and
  - 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 (except in the case of an emergency) if:
- the **Room** or any **Common Parts** used by you are unfit to occupy; or
  - we reasonably believe the move is required to protect the interest of staff or other residents; or
  - pending an investigation by the **University** of an alleged breach of the **Licence Agreement** or the **Rules**; or
  - for any other reason that the **University** may ask you to move out of the **Room**, acting reasonably. The **University** will determine what constitutes 'acting reasonably' at the time of the incident and considering the facts of the incident.
- d) If we ask you to move out of the **Room** for one of the reasons set out in clause 4 (c), 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**.

#### 5) Licence Period and Licence Fee

- a) You must pay to the **University**:
- the **Licence Fee** for the **Licence Period**;
  - the charges set out in this **Licence Agreement**; and
  - the **Damages** (if applicable) as defined below.
- b) We will invoice you for **Damages** and will deduct such **Damages** from the **Deposit** within 30 days of the invoice date.
- "**Damages**" are the actual costs that we incur or the costs that we reasonably estimate we will incur because of any breach of the **Licence Agreement** by you. The estimated charges are set out in the **Rules**. **Damages** include:
    - the costs of cleaning the **Room** or the **Common Parts** or removing rubbish, including cleaning costs;
    - the costs of repairing damage that you or your **Guests** cause to the **Room**, the **Common Parts**, the **Property/Development**, the furniture, fittings, contents or any other property, including repair or replacement costs for interference, damage or removed items;
    - the costs of repairing additional damage caused because you have not told the Residential Services team at the **University** promptly that repairs are needed; and
    - all costs that we reasonably incur in enforcing your obligations under the **Licence Agreement**, where permitted by law.
  - If, after enquiring, we cannot determine who is responsible for **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.

- c) 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.
- d) If you dispute any amounts that we charge, you must contact Residential Services at the **University** within 10 working days of the date of the invoice.

## 6) Services

- a) You must pay council tax if it applies to you. You may qualify for an exemption – see the Bournemouth, Christchurch and Poole Council website for more information: <https://www.bournemouth.gov.uk/CouncilTax/ExemptionsandDiscounts/exemptions-and-discount-info/ctd-student.aspx> . If you are a student at the University please also see the University's website for further information: <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.
- b) If you need an internet or telephone service at the **Property**, you must arrange and pay for it yourself, unless the Property Owner has provided it.
- c) You must pay for water, gas and electricity unless the **Property Owner** is providing them. The agreement for the supply of such services is between you and the relevant utility provider. We will require evidence that you have changed the utility suppliers in to your names from the start date of your licence. The **University** is not party to the contract and has no liability for any interruption, loss or damage incurred by you in relation to those services. You must pay the cost of re-connecting these services if they are disconnected because you have not paid them or caused any damage to them.
- d) We may:
  - i) suspend access to the **Common Parts** if in our reasonable opinion they are unsafe or unsanitary; and
  - ii) remove from the **Room** or the **Common Parts** any item that in our reasonable opinion is obstructing access or is a fire or health or safety risk. We may dispose of the item if you have not collected it within a reasonable time.
- e) 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 the **Licence Agreement**, acting reasonably, at the time of the breach and considering the facts of the breach.
- b) If you wish to end the **Licence Agreement** before the end of the **Licence Period**, you must tell Residential Services 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** until:
    - (A) you find a suitable replacement (who is not currently occupying any **University** accommodation) to take over the remainder of your agreed licence period; and
    - (B) the new occupant has entered into a licence agreement with us and paid a deposit.

- 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 **Licence Fees** for any period after the **Licence Period** or (subject to sub-paragraphs (i) – (ii) 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) 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 leave any belongings, they may be put into 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, they will be disposed of.
- d) At the end of the **Licence Agreement**, when you have returned your keys to Residential Services at the **University**, we will inform you of the amounts that we intend to charge you which will include any unpaid **Licence Fees**, interest and **Damages** (if applicable). We will inform the **Tenant Deposit Service** of the proposed deductions and, if you agree, the **Tenant Deposit Service** will refund the balance of the **Deposit** (less the deductions) to you within 4 weeks of the end of the **Licence Agreement**. If you disagree with the proposed deductions, you must contact us and raise a dispute with the **Tenant Deposit Service**, who will act as independent arbitrators and whose decision will be final.
- e) 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, agents (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 access your **Room** 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) to inspect the condition and state of repair of the **Property** / **Common Parts** / **Room**, as applicable;
  - vi) 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 or a nominated / preferred email address notified to us in writing.
- 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** must be delivered:
  - i) by hand to the **Room**; or
  - 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; or
- iv) by email to your student email address and / or the last known email address provided.
- c) Any notice given by you to the **University** under the **Licence Agreement** must be delivered by hand; or by first class post to Residential Services, Bournemouth University Higher Education Corporation of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB; or by email to [accommodation@bournemouth.ac.uk](mailto:accommodation@bournemouth.ac.uk).
- d) Clause 10(b) and (c) do not apply to the service of any proceedings or other documents in any legal action.
- e) This contract is between the **University** and you and no other person will have any rights under it.
- f) 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.