

Accommodation Licence Agreement

Terms of Contract and Conditions 2018-19

Welcome to Canterbury Christ Church University, and your new student home. To help you fully enjoy your time in your accommodation, this Accommodation Licence Agreement sets out your responsibilities and those of the University.

Please take the time to read, understand and accept the terms and conditions of this contract.

Part A: Accommodation Licence Agreement (or 'Agreement' 'Licence' 'Licence Agreement')

A.1 This Agreement between Canterbury Christ Church University ('us/we/University'), and the Student ('you/your'), is made up of the following:

- The offer setting out the details of the accommodation, including fee information you must pay (found on the last page);
- [Paying for your Accommodation](#) information;
- [The Student Accommodation Handbook](#).

The above documents create a legally binding agreement including payments you must make.

Please check the contract start and end dates, payment dates and amounts carefully. The Accommodation Fees are due for the whole of the Licence Period, even if you decide to leave earlier.

Before you can move into the Accommodation we have offered, you must complete our online E-Induction, which forms part of the online contract process. You will be guided to the relevant section in the accommodation portal. We will email you the link to the online Induction and Arrivals Check-in, before you move into your Room, which you must complete or your offer can be withdrawn.

The University allows full-time registered students to occupy Rooms, on the understanding that such occupancy is as a Licencee. As a Licencee, you have no legal interest in the property. This Licence is legally binding. **You are responsible for the payment of Accommodation Fees for the Licence Period, even if you leave early** (see section E for more information).

- A.2 The agreement becomes legally binding when both the following are satisfied:
- a. You tick to [confirm acceptance of this Agreement](#) and click the ACCEPT button *or* sign the licence; and
 - b. You pay the non-refundable **£250 Pre-Payment** online, due within 7 days of our offer (may be fewer days if you are a late applicant). This £250 is put towards your Accommodation Fees.

Part B: Paying and your Main Obligations

B.1 When you, the Student:

- have accepted the Offer, and
- paid the required £250 Pre-payment Fee, and
- either paid the Accommodation Fees in full, or agreed to pay in 3 instalments as per clause B.2 below,

we will permit you to occupy the Accommodation during the Licence Period, provided you keep your obligations set out in this Licence.

B.2 Students' Obligation

a. Payments

You must pay the Accommodation Fees due to the University, -by either:

- i. Paying in full, on or before the first day of the Licence Period. (If you pay in full we will credit £250 to your student smartcard - £100 in September, £100 in January and £50 in April); or
- ii. Paying in three instalments, on the Payment Dates as set out in your Offer when you accept your Accommodation Licence Agreement online (typically these will be in September, January and April), as set out in your Offer and payment plan set out at the start of the Licence Period. If paying in instalments, your Offer will be conditional on your providing a Guarantor as part of the online acceptance process.

The obligation to pay the Accommodation Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Licence Period). Accommodation Fees remain payable, including if you are not physically staying in the Accommodation, see Clauses E2-4.

We can remove the option to pay by instalments if you do not pay your instalments on time, and then full payment of the Accommodation Fees will become due. We reserve the right to charge an administration fee for late payment reminder letters / emails at a charge of £25 per incident.

We will seek to recover any unpaid fees from you and/or your guarantor and we reserve the right to consider recovery options available. This may include legal proceedings or reference to a debt collection agency. This may have serious consequences on your ability to obtain credit in future and may result in additional costs.

If you think you will have problems paying your Accommodation Fees, please contact us immediately so that we may discuss potential options with you.

NOTE

If you do not pay we can contact your Guarantor (after sending you a reminder letter), to inform them of any outstanding balances (including any additional charges) and seek recovery from them.

- b. Only the Student named in the Offer will live in the Accommodation, as the sole occupant, unless the Accommodation is a 1-bed self-contained unit, and permission has been given.
- c. You must pay any Council Tax, which may become due on the Accommodation if you lose your Council Tax exemption.

- B.3 You must keep all the terms of this Agreement. If you break the terms, we may impose sanctions, as set out in the Schedule of Sanctions for Breaking Licence Agreement (Appendix 1). We may also apply to the court for damages. If you are in serious or persistent breach of this Agreement, including non-payment, then we may ask you to leave and end this Agreement by serving a Notice to Quit or other relevant action.
- B.4 You must complete a condition check of the Accommodation on arrival using our [online inventory](#). You need to return any comments to the accommodation office on the inventory provided or by any method specified, within 7 days of taking occupation. If you do not report any damage or missing items at the start, you will have to pay costs of any repairs, replacement or cleaning needed due to damage or neglect, during or when you leave the Accommodation (except fair wear and tear).
- B.5 Looking after your Room and Property. You agree that you will:
- a. Keep the Room and, with the other residents of the Property, the Common Parts, in at least as good repair and decorative order and clean condition, as they are in at the start date of the Licence Period. This includes ventilating the Room regularly (e.g. opening windows).
 - b. Keep the Contents in at least as good repair and condition, as at the start date of the Licence Period.
 - c. Not to remove any of the Contents from the Room or the Common Parts.
- B.6 Under 18s and Guarantors

If you are under the age of 18 years when the offer is made, we will also require your parent/guardian/carer to sign this Licence

Part C: Use of the Property

C.1 Illegal use

- a. You must not use the Property for any illegal purposes. In particular, you or any visitors must not allow anyone in the Property to be in possession of, or to be involved in, taking, or supplying any prohibited or controlled drug¹ (whether in the Property or surrounding area). This includes drugs as specified under the Misuse of Drugs Act 1971 (as amended), including some prescription drugs not prescribed for you, and 'legal highs' or other psychoactive substances and nitrous oxide (laughing gas) substances. Additional substances may be banned from the accommodation.
- b. You must act in a lawful manner, including avoiding your actions or negligence having a potential adverse effect on us, or the owners or occupiers or neighbouring property.

¹ A conviction for a drug-related offence could have a serious impact. It can stop you visiting certain countries – for example the United States – and limit the types of jobs you can apply for.

C.2 Private Use as University Accommodation

- a. This Property is only for full-time students as approved by Canterbury Christ Church University. You must move into the Property, and let us know if you are going to be away for a period of 4 weeks or over. If you are leaving your course for any reason, you must let the accommodation team know immediately in writing (see Section E). You can no longer reside in the Property, although you will have to pay Accommodation Fees payable under this Licence Agreement.
- b. You must not give your keys or access card to any other person to stay in your Room or the Property.
- c. You must not work or run a business at or from the Property unless you have our prior written permission. You must do any practical or creative course work only in the relevant facilities in the teaching departments.

C.3 Visitors & Guests

You cannot share the Accommodation, sub-let it or transfer occupancy to any person. Visitors should normally leave by 11pm or be signed in at the appropriate reception / security desk. If you wish to have a guest overnight, they can stay in your Room only, for a maximum of two nights a week (Mon-Sun), on the conditions set out in the Student Accommodation Handbook. Visitors aged under 16 must only be siblings, and cannot stay overnight or be at the Property after 11pm.

You are responsible for the behaviour of your visitors, including damage. If your guest breaks any of the terms of this Agreement, or causes damage to our Property, you will receive the appropriate penalty and disciplinary action. The guest may also be asked to leave the Accommodation without notice. Students who have guests for longer than two nights risk disciplinary action and a financial penalty of £50 per guest per night and/or losing their own place in Residence.

C.4 Access

You agree to allow us (and those authorised by us, such as contractors), at reasonable times after giving 24 hours' notice (in writing, text or by email), to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair, except in the following circumstances where no notice will be given:

- a. Emergency;
- b. Routine cleaning;
- c. Where we have serious concerns for a student's health, welfare or wellbeing;
- d. Where the need for repair was reported by you or another student;
- e. The Property is insecure.

We will normally give 7 days' advance notice if access is required for planned maintenance. This will not always be possible for unplanned (reactive maintenance).

Routine inspections and safety checks are conducted to monitor maintenance issues, health and safety considerations and to ensure that Accommodation is being kept in reasonable order. Inspections and safety checks are carried out at least twice during the Licence Period, and sometimes more frequently. We endeavour to give seven days' notice of these visits and it is recommended that, where possible, you are in your Flat or Residence or Room when the check takes place.

A notification email will be sent to you before the inspections are due to take place giving specific dates from the below:

Semester 1: Late November to early December

Semester 2: Mid-March to Mid-April (dependent on Easter dates)

C.5 Nuisance and harassment

- a. This may be your first time living with people who you do not know, and from differing backgrounds. You will aim to be friendly to fellow flatmates, and share your cleaning duties. In the case of minor disagreements, you will aim to talk to each other in an open unthreatening manner. If disagreements continue you will contact us, and we will work with you on mediation or other appropriate action.
- b. You must not do anything (in the Property, Common Parts, and surrounding area) that is likely to cause a nuisance or annoyance to other people in the Property, or neighbourhood, or their family or visitors.
- c. You must not be verbally abusive, assault, threaten, harass or obstruct our staff, contractors or agents whilst they are carrying out their job including outside normal working hours. You must also not allow anyone visiting to do any of these things.
- d. You must behave at all times in a way that would be widely considered as being reasonable for living in a shared accommodation environment and particularly:
 - Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others, ("Anti-Social Behaviour").
 - At all times you must avoid creating noise at an unreasonable level, which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring properties. You will not cause any noise that can be heard outside your Room, or, if made within Common Parts can be heard outside the Common Parts. You cannot make unreasonable noise in garden areas after 10pm. Unreasonable noise nuisance between the hours of 11.00 pm and 7.00 am on Sunday to Thursday nights and between midnight and 8.00 am on Friday and Saturday nights can be treated as a major offence.
- e. Our student accommodation is a private living and studying environment; it is not an appropriate location for parties (particularly those involving a large number of people). You must not host or advertise unauthorised events within the Accommodation or Property or invite an unreasonable numbers of guests into the Accommodation, Property or garden areas. We reserve the right to ask your visitors to leave with immediate effect and not return.

- f. You or your guests must not harass or discriminate against anyone because of race, religion, sex, sexuality, gender reassignment, disability or age. Behaviour is sexual harassment if 'it is unwanted, persistent and of a sexual nature' for example:
- Unwanted sexual comments/invitations;
 - Groping, pinching or smacking of your body;
 - Having your clothes lifted without agreeing;
 - Someone exposing themselves to you without consent.
- g. You must not use social media to attack others, post discriminatory or defamatory comments, act in a harassing or intimidating way, or engage in any illegal activity.
- h. If your behaviour falls below that which would widely be considered reasonable, the University may exercise its reasonable judgement to decide whether your behaviour is a minor or major offence. You will be asked to discuss matters with staff as part of the investigations and action could be taken under the [Student Code of Conduct](#).
- Minor offences include but are not exclusive to: single episodes of drunk and disorderly behaviour and/or single episodes of verbally abusive behaviour which does not threaten or intimidate others and / or any other single incident of disorderly behaviour which disrupts the quiet enjoyment of the property or neighbouring properties for residents and their visitors, which does not threaten or intimidate others;
 - Major offences include but are not exclusive to violence, verbal or physical abuse, harassment, possession of weapons, theft, noise abatement orders, persistent Anti-Social Behaviour, criminal prosecutions, serious intentional damage to property, repeated episodes of minor offences.

C.6 Health and Safety (including Fire)

- a. All our accommodation is smoke-free. To reduce the risk of fire / smoke in your Room, Common Parts or any other parts of the Accommodation and Property, you must:
- Not smoke cigarettes, tobacco etc., or use an electronic cigarette, personal vaporizer or electronic nicotine delivery system or associated charges.
 - Not use candles, incense sticks, hookah and shisha pipes, or similar potential burning or smoldering materials.
 - Not prepare or cook food in your Room or in the Common Parts unless it is in a kitchen. You must never leave the kitchen when you are cooking food and be especially careful with hot fat and oil. If you leave frying² or other cooking unattended, you may be suspended from staying in the Property.
 - Keep all fire escapes routes clear, including hallways.
- b. You must not tamper with any fire detection, firefighting or fire escape equipment, or activate a fire alarm without good cause. This includes covering smoke detectors and wedging fire doors open³.

² Read student handbook. Deep fat frying is not permitted in saucepans or similar. Only temperature controlled electric 'healthy' deep-fat fryers can be used, which must be under 1-year-old. **Frying must be attended at all times.**

³ Doors to your bedrooms & kitchens are designed to prevent the spread of smoke and fire and should remain closed at all times.

- c. Corridors, landings, stairs and exits from a building are major escape routes in case of fire. You must not obstruct these areas by storing bicycles, personal belongings or rubbish on these routes. If you do, we may remove any items, including items that are blocking fire escape routes. We will charge our reasonable storage costs to you, and return it to you only at the end of the Licence Period.
- d. You must follow our staff instructions or notices that relate to health and safety or security. If fire or smoke alarm sounds, you must immediately follow the fire action notice instructions.
- e. You must keep entrance doors shut at all times, and close windows before leaving the property unoccupied. You must not leave the entrance to the Property open or allow anyone to enter who is not a resident, authorised visitor or a representative of the University carrying identification. This could put you or your flatmates at risk including of theft, and invalidate insurance.
- f. You must keep the electrical safety recommendations set out by us in the Student Accommodation Handbook. You must make sure your appliances, plugs and wires are safe, suitable for use in the UK and not overload electrical sockets with appliances. You may be required to provide a safety certificate or remove electrical items from the Property. We reserve the right to remove any dangerous items with immediate effect.
- g. We reserve the right to remove any items with immediate effect without notice to you or the owner of any items that could pose a risk, including items that are blocking fire escape routes. We will charge our reasonable storage costs to you, and return it to you only at the end of the Licence Period.
- h. You must not enter prohibited areas such as boiler rooms, or roofs.

C.7 Cleaning

- a. You are responsible for regularly cleaning your own Room and any en-suite, emptying bins, keeping it clear of rubbish, and to prevent smells and pest infestation. We will visit your room at least once a term to check it is clean (as explained in C.4 Access).
- a. You are jointly responsible with the other occupants of the Property, to keep any Common Parts (such as a kitchen, bathroom, toilet, common or other room and adjoining corridors) clean and tidy at all times, and taking out bins regularly (usually daily), and follow recycling guidance. We will visit at least once a fortnight to check they are clean and tidy.
- b. We may increase these visits if required, and without notice if there are issues. If cleaning is not carried out, following a warning we can arrange cleaning. This cleaning cost will be charged to you and other residents in the Property if appropriate, with added admin costs in organising this.
- c. You must tidy and clear any rubbish, including bottles or cigarette butts, you or your visitors leave in any garden area.

C.8 Pets

You cannot bring into the Accommodation/Property any animal, unless it is an assistance animal for you, and has been supported by our Student Support, Health and Wellbeing team. This may be kept with our prior written permission, which we will not unreasonably refuse. You will be responsible for the proper care and control of assistance animals and the property, including regular cleaning.

C.9 Keys

You must take proper care of your keys/entry cards, not give them to others and return them to the University at the end of the Licence Period. If you require a parking fob, you shall pay a deposit of £30 to the University, and this will be returned on receipt the fob by the University. Please ensure that Security provide you with a receipt detailing the return of the parking fob.

C.10 Parking

- a. You will leave any bicycle parked in a cycle rack, and should use recognised security D-locks, extension cable or heavy chain locks with certified locking mechanisms and lock the frame and both wheels to a cycle stand or a strong immovable object. You must not bring it inside the Property.
- b. You cannot park any other vehicle at the Property without a valid permit and in a parking space (drivers with a disabled badge can park in designated bays, if available). You will pay the relevant fines for unauthorised parking. You cannot carry out any vehicle repairs at the Property, even if you have a permit. Students living in Halls of Residence are usually not eligible to apply for the Council's street parking permits, as councils are keen to reduce car use in the city centre. Parking charges are separate to Accommodation Fees and are payable in advance and in termly installments.

Part D: Use of the Property

D.1 Our responsibilities

- a. We will repair and maintain the following:
 - The structure and the outside of the Property;
 - Any shared parts of which the building is part of;
 - The internal areas of the Property including any furniture we have supplied;
 - Any communications provided including internet provision.
- b. We will carry out repairs which we are responsible for within a reasonable time of finding out the repair was needed. The length of time will depend on how urgent the repair is, and our service standards in place at the time.

- c. We will ensure University security staff members are clearly identified, and that any staff or contractors requiring access to the Accommodation/Property carry, and allow the Student to inspect appropriate identification documents.
- d. We will provide white goods including kettle, toaster and hoovers. We will maintain any kitchen facilities in the Common Parts serving the Accommodation/Property in good order and repair, and keep any equipment there in proper working order (as long as we have had notice of the problem, or ought reasonably to have been aware of it), and replace as promptly as is reasonable, if broken.

D.2 Your responsibilities

- a. You must report to us the following, as set out in the Student accommodation handbook, usually via repairs@canterbury.ac.uk, i-zone service or other methods:
 - any damage, need for repair or failure of the Services within 24 hours of becoming aware of it;
 - immediately any fire or accident resulting in injury to any person or damage to any part of the Residence or to the Contents;
 - immediately any suspicious circumstances likely to affect the security of any part of the Residence;
 - any damage to the Accommodation or other part of the Residence caused by an intruder, other student or visitor as soon as possible and in any event within 24 hours.
- a. You must not bring additional furniture (including fridges and cooking appliances) into the Accommodation or any other part of the Residence without prior permission from the University's Accommodation Office, which will normally only be granted for evidenced medical needs.
- b. You must not put anything harmful or which is likely to cause a blockage, in any sinks, pipes or drains. You must regularly clear your shower trap / drainage of hair to prevent it becoming blocked.
- c. You must not alter, modify, decorate, remove, add to or in any way interfere with the structure of the Room, the Flat, the Property, the Contents or the building. You must not fix anything to the interior of the Room or the Common Parts, which may damage the structure or decoration of the Room or the Common Parts (including phone or internet), or place anything outside the windows of the Room or the Common Parts.
- d. Accidents happen, but anything that is damaged will need to be paid for. You do not have to pay for normal wear and tear. Where damage or loss occurs at the Property (including furniture & furnishings) and despite all reasonable efforts, it is not possible for us to ascertain who is at fault; you will need to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. You shall not be required to contribute in respect of loss or damage, which in our reasonable opinion has been caused by an intruder (provided you have kept your obligations relating to security, and reported to the police where necessary). You are responsible for the conduct of any invited visitor(s) and must pay the University for any loss or damage caused by such visitors.

Part E: End of Licence and Moving Out

E.1 Early Termination of the Licence Agreement and Leaving the Accommodation

- a. If you wish to cancel this Agreement and give us notice within 7 days following the date on which this Agreement becomes legally binding under section A.2, then we will cancel this Agreement and refund to you £100 of the £250 Pre-payment Fee (without interest) PROVIDED THAT the £100 refund shall not be given where the Accommodation is available for occupation during such 7 day period and you have taken up occupation.
- b. If you do not take up residence in the Accommodation, or agree a late arrival with us in advance, within 24 hours of the start of the Licence Period, we may terminate the Agreement. In that case, you will be liable for the Accommodation Fees up to and including the date of termination and the £250 Pre-payment Fee will not be refunded.
- c. The Accommodation Licence is for the Licence Period as specified in the Offer. Once this Agreement becomes binding under section A.2 you are tied into a legal agreement with the University and your Licence will only be cancelled if section E2 or E4 below applies.
- d. The £250 pre-payment will not be refunded in any cases, except clause E.1a above.

E.2 Students wanting to leave early

- a. After the start date of the Licence Period you can only end the Licence Agreement if you are withdrawing from or interrupting your course of study.
- b. If you wish to end this Agreement early as a result of any exceptional circumstances you may notify us, and we will consider any applications at our discretion.
- c. If you wish to end this Agreement and can provide a replacement student of the University who agrees to sign up to terms equivalent to this Licence for the remainder of the Licence Period, then the University may agree that you are no longer liable for the ongoing Accommodation Fees (and it will act reasonably in such circumstances).

In these circumstances:

- i. You must notify the accommodation team immediately by email. We will check with Registry and you must complete the online [Accommodation Withdrawal Form](#). If you are withdrawing/ interrupting before 31st March 2019, we will accept 4 weeks' notice from the date of us receiving the Accommodation Withdrawal Form (as long as Registry confirm the change).
- ii. You will have to pay for this 4-week notice period. You are expected to move out straightaway, when you give notice, to ensure you do not interfere or disrupt other students.

iii. You must:

- Pay a £50 fee to cover the administration and cleaning costs involved of leaving early.
- Arrange a Room inspection with security / housekeeping and fill out the [online departure inventory](#).
- Hand in your keys/access cards to the local reception, obtaining a key receipt.

iv. If you submit an accommodation withdrawal form **on or after 1 April 2019**, even if you have not been attending your studies, the accommodation end date will be the end of the original Licence Period, with no earlier notice period.

E.3 Room moves/transfers

a. You can apply to transfer to another room in our properties, after 1st October (subject to availability), but you must first:

- apply to our Accommodation Office for a transfer;
- have kept the terms of this Agreement, including all payments must be up to date; and
- if a transfer is granted, accept the agreement for the new accommodation; and
- pay a £50 room move fee.

If you transfer to another room, all the terms and conditions of this Agreement are transferable to the new accommodation, but the price may differ depending on the accommodation offered, which you must pay. You will also need to resubmit your guarantor information to cover the new address/cost. Your room move will not be actioned until this has been completed.

b. You may be required to change rooms at our reasonable request. If for any reason beyond our control the Accommodation is not ready for occupation at the start of the Licence Period (for example, works have overrun) we will offer you comparable alternative accommodation and you will accept it (provided it is comparable or better).

If this section applies and we require you to change to alternative accommodation with higher Accommodation Fees, you will not be liable for any increased fees during the period of occupation. If this section applies and we require you to move to accommodation with lower Accommodation Fees, you will benefit from the reduced fees during the period of occupation

c. We reserve the right to move you to similar alternative accommodation in circumstances including the following:-

- i. for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation, or where the Accommodation is not fully occupied); or
- ii. where we reasonably consider that, because of your behaviour, it is necessary to move you to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation.

- iii. You have not made all payments due, and we have cheaper accommodation available.

If we request you to move, we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances, which may mean that, in certain circumstances, the notice period may be as little as 24 hours.

You have the right to terminate this Agreement (without compensation) as an alternative to relocating, unless the move is because you are in breach of one or more of your obligations, or we need to provide temporary accommodation during periods when the University campus is closed, or urgent work is needed.

E.4. University taking action to end the licence

We reserve the right to terminate the Licence at any time, prior to the end of the Licence Period by issuing a Notice to Quit for you to leave:

- a. If you are not (or cease to be) registered on a full-time course of study; and/or
- b. If you have failed to pay Accommodation Fees or other fees related to the accommodation by the Payment Date, and/or
- c. If you have caused serious nuisance or other antisocial behaviour, and/or
- d. If you have failed to observe other provisions set out in the Licence Agreement, and/or
- e. If you have caused a serious risk to the health, safety or welfare of yourself or others or the University's or other people's property, and/or
- f. If a guarantor is required and is no longer in place, and/or
- g. Having regard to our obligations under the Equality Act (2010), if (in our reasonable opinion) your health or behaviour creates a serious risk to yourself, to others, or to the property of others, and there is no other suitable university managed accommodation to move you to.

We have a policy of positive discrimination towards disabled students and will not be under any obligation to other students to terminate a disabled student's Licence, or transfer a disabled student to other accommodation, unless the University reasonably considers that there is a serious risk affecting the other student(s).

If we ask you to leave, you will remain responsible for the full Accommodation Fees due to the end of the Licence Period, except if E.4.g applies. Our acceptance of keys at any time shall not be effective to terminate this Accommodation Licence Agreement, while any part of the Licence Period remains unexpired.

E.5 Moving Out

- a. Before you leave, you agree to:
 - i. Return the Room, the Contents and all keys and cards to us at the end of the Licence Period (however and whenever it ends) in the same condition as recorded on the inventory, and **by no later than 10 am on the date the Licence Period ends**.
 - ii. Clear all your belongings from the Room and Common Parts, such as kitchen. We will dispose of any remaining items without any liability to make any payments or compensation to you.
 - iii. Make sure that any rubbish / refuse is put in the correct bins provided for the purpose, outside the Property;
 - iv. Pay all reasonable and proper costs and expenses (including legal costs) incurred by us to recover possession of the Room and / or outstanding Accommodation Fees and other fees or charges, incurred as a result of you not performing your obligations under this Agreement. This includes costs and administration fees for organising cleaning or repairs for damage or neglect.
 - v. Arrange your own post re-direction or change of address. Post and deliveries for residents who have left will be refused, or returned to sender.

If you do not leave the Accommodation at the due time, at the end of the Licence Period you will incur a late departure administrative charge of £100, plus we will change locks and remove you and any belongings. Failure to return the keys /cards will result in a charge being made for replacement keys. If a lock change is needed, you will be charged for all the costs including administration fee of £25 for organising the change. Extra charges will arise if we have to remove your items if they have been left behind, and will be charged to you.

- b. If you leave in the 8 weeks before the end of the Licence Period and hand back the keys/entry card, we (or our contractors) may enter the Accommodation for cleaning and maintenance purposes, and may allow another person into occupation.

Part F: Remedies and Policies

F.1 Data Protection

- a. We will process personal information in accordance with the Data Protection Act 1998 and European General Data Protection Regulation (GDPR) 2018 and any English legislation implemented because of this. We will not disclose personal information obtained from you; except as permitted by the following clauses of this Agreement, or where there is serious risk of harm to you or to others or the University's or other people's property, or for the purpose of the detection or prevention of crime.
- b. We process your personal data for all lawful purposes in connection with your Accommodation Licence. We process the data for the performance of the licence, which includes debt recovery, measuring satisfaction, allocating rooms, ensuring there is an appropriate student mix, dealing with insurance, and enabling us to carry out our obligations. We will also use data in our legitimate interests or your vital interests where there is a serious risk of harm to you or to others or to our or other people's property, to ensure the health and safety of students, staff and visitors and for all matters arising from your membership of the University. We may also process data for the purpose of crime prevention and detection.
- c. As part of the performance of the licence we will contact the Guarantor you provided if you do not pay your Accommodation Fees. We will only contact the Guarantor after having sent you an initial reminder letter. We will send your Guarantor a copy of any reminder letters that we send to you. This will inform them that we have contacted you regarding payment of your Accommodation Fees and will advise them of the outstanding balance on your Accommodation Fees account, including any additional charges.

Where payment continues to remain outstanding, we will write directly to your Guarantor to request that they make payment of the outstanding Accommodation Fees and any additional charges.

The correspondence we send to your Guarantor will include your student ID account number (to enable them to make any payments), your correspondence and / or permanent address and all email addresses you have registered on your student record with the University. Your correspondence / permanent addresses may be different to your University accommodation address.

- d. Your Licence to occupy the Accommodation does not affect the University's disciplinary powers. If you do not comply with this Agreement, you may be subject to the University's Student Disciplinary Procedures. We may have to inform your faculty of breaches including behaviour and debt owed, as some issues have to be declared for some professional courses e.g. nursing, teaching, law; as you will be a member of a professional body, or if there are concerns that your behaviour could affect the student body e.g. drug dealing suspicion, threatening or abusive behaviour.

F.2 Possessions and Insurance

- a. The University accepts no responsibility for loss or damage to your possessions brought or kept on the Property howsoever caused. The University's liability for loss or damage to person or property is excluded, unless the loss or damage is caused by the University's negligence or breach of its obligations in this Agreement or liability arises out of obligations imposed by law. If Services are provided by an external body including another landlord, we may have to pass matters to them including any request for compensation.
- b. [Personal contents insurance](#) is provided for you during the period of the accommodation Licence, subject to you paying your Accommodation Fees on the Payment Dates. You must check whether the University's Block Insurance policy is sufficient to cover your personal possessions and obtain any top-up cover required for items not included in the policy.

F.3 Delivery and Service of Documents

- a. Any letter, notice or other official document which you send us will be valid if you send it to our head office at the address:

Accommodation Services
Estates and Facilities Hub
Canterbury Christ Church University
North Holmes Road
Canterbury CT1 1QT

- b. You must send us promptly a copy of any communication you receive which is likely to affect the Accommodation or the Residence, such as a notice from the local authority, or owner of a neighbouring property.

F.4 Accommodation Complaints Procedure

- a. In the event a dispute arises between you and us concerning your Accommodation, you should in the first instance discuss any such issue by notifying the University's Accommodation department at accommodation@canterbury.ac.uk with a view to attempt to settle matters with the University wherever possible, on an informal basis.
- b. You can use our complaints procedure if you feel that we have broken the terms of this Agreement or have not carried out our responsibilities. Our [complaints procedure](#) is available on our website and you can also get it by ringing the accommodation office or via i-zone.
- c. If following completion and receipt of the decisions of the complaints process, you remain dissatisfied with the outcome of these decisions; you will be able to complain to the [Office of the Independent Adjudicator](#) (OIA).

F.5 Law and Jurisdiction

The Agreement shall in all respects be governed by the laws of England and the English Courts will have exclusive jurisdiction to resolve any disputes arising out of it.

F.6 Severance

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

SCHEDULE OF SANCTIONS FOR BREAKING LICENCE AGREEMENT

In conjunction with the [Student Code of Conduct \(SCC\)](#)

Breach of Licence Agreement	1st Time	2nd Time	3rd Time
C.5.d. Unacceptable noise disturbance in accommodation or vicinity	Verbal warning and reminder of curfew times	£25 charge + formal warning + £25 admin fee	£50 charge + £25 admin fee + action under the SCC
D.2.e. Damage to property or contents	Repair cost – sourced from the CCCU Estates team	Repair cost + formal warning + £25 admin fee	Repair cost + £25 admin fee + action under the SCC
C.7.c. Untidy, unhygienic, hazardous Accommodation, or any other part of the property	Formal warning - 24 hour notice for students to clean then students to pay cleaning charges at the rate of £10/hour Costs may increase if a pest contractor is needed.	As per 1 st time + £25 admin fee per person	Costs for deep clean of residence + £25 admin fee
C.6.d. Failure to respond to a fire alarm	Verbal warning/advice from Security team attending	£25 charge + formal warning + attendance at fire safety course *	£50 charge + £25 admin fee + action under the SCC
C.6.a. Smoking or using an e-cig, or similar device in any part of Property except in designated smoking areas	£25 charge + 1st formal warning + attendance at fire safety course *	£100 charge + 2 nd formal warning + £25 admin fee	£200 charge + £25 admin fee + action under the SCC
C.6.b. Misuse of fire safety equipment (e.g. covering smoke detectors, propping fire doors)	£25 charge + 1st formal warning + attendance at fire safety course *	£100 charge + 2 nd formal warning + £25 admin fee	£200 charge + £25 admin fee + action under the SCC
C.6.a. Use of candles, incense sticks or similar materials in the Accommodation or other part of Property	£25 charge + 1st formal warning + fire awareness course attendance*	£100 charge + 2 nd formal warning + £25 admin fee	£200 charge + £25 admin fee + action under the SCC
C.6.b. Setting off fire-alarms – accidental (includes aerosols & hairdryers)	Advice from Security team attending	£25 charge + 1 st formal warning + £25 admin fee	£50 charge + final warning + £25 admin fee + Potential for action under the SCC
C.6.b. Cooking in bedroom/leaving cooking unattended	£25 charge + 1st formal warning + fire awareness course attendance*	£100 charge + 2 nd formal warning + £25 admin fee	£200 charge + £25 admin fee + action under the SCC

*Attendance is mandatory and failure to attend will result in the sanction being doubled.

Breach of Licence Agreement	1st Time	2nd Time	3rd Time
D.2.b. Keeping additional furniture including cooking appliance or fridge in bedroom, or other part of Property	Verbal warning + removal of item from accommodation	£50 charge + 1 st formal warning + removal of item + £25 admin fee	£100 charge + final warning + removal of item + £25 admin fee
C.3. Breach of visitor regulations (including sharing or subletting accommodation – i.e. over 2 nights per week)/unacceptable behaviour of visitors	1 st formal warning + visitor suspension	£50/night per guest + 2 nd formal warning + visitor suspension + £25 admin fee	£50/night per guest + permanent visitor ban + £25 admin fee + action under the SCC
C.6.c. Obstructing any common parts –hallway, kitchen etc.	Verbal warning + removal of item from accommodation	£50 charge + 1 st formal warning + removal of item + £25 admin fee	£100 charge + removal of item + £25 admin fee + Potential for action under the SCC
C.1.a. Possession, use, or allowing others to use: <ul style="list-style-type: none"> • Drugs • psychoactive substances, nitrous oxide • controlled drugs or other associated paraphernalia 	£50 + 1st formal warning + attendance at drug awareness course + action under the SCC Further incidents - possibility of NTQ and other appropriate action- including report to police which could lead to criminal prosecution and can impact some careers or visa access to other countries		
C.9. Misuse of accommodation key/ card/parking fob (lending to another person etc.)	1 st formal warning + visitor suspension	£50charge + 2 nd formal warning + visitor suspension + £25 admin fee	£100 + final warning + permanent visitor ban + £25 admin fee + action under the SCC
C.9.Loss of accommodation key/card	£30 key/card replacement + costs to change lock if necessary	£30 key/card replacement + costs to change lock + £25 admin fee	£40 key/card replacement + costs to change lock if necessary + £25 admin fee
C.9. Access to flat (forgotten card/key)	Up to 3 occurrences – verbal reminder	4-5 occurrences + £10 access charge + £25 admin fee	6 or more occurrences + £20 access charge per occasion + £25 admin fee
C.5.h. Conduct - Minor Offences (includes drunk & disorderly behaviour, excessive unreasonable noise)	1st warning	£100 charge + 1 st formal warning + £25 admin fee	£200 + final warning + £25 admin fee + action under the SCC
C.5.h. Conduct - Major Offences (violence, harassment, weapons possession, theft, noise abatement orders, criminal prosecutions, offences bring the University into disrepute)	Depending on the circumstances and evidence: £200 Charge + £25 admin fee + action under the SCC + Notice to Quit + associated fees + report to Police		

Breach of Licence Agreement	1st Time	2nd Time	3rd Time
C.5.c. Verbal abuse to staff, contractors or agents	Depending on the circumstances and evidence: £200 Charge + £25 admin fee + action under the SCC + Notice to Quit and associated fees + report to Police		
Cumulative breaches of licence obligations or misuses of accommodation	Depending on the circumstances and evidence: £100 Charge + £25 admin fee + action under the SCC + Notice to Quit and associated fees		
<p>Failure to attend a meeting with the Accommodation department, when requested without a valid reason, may result in a decision being made in a student's absence.</p> <p>We reserve the right to move a student to another residence as an interim measure, if viewed appropriate by the University, during investigations.</p>			
<p>APPEALS</p> <p>A student can appeal a sanction issued by an Accommodation Officer or Senior Residence Officer by following the Accommodation Students complaints procedure.</p>			

Appendix 2

GLOSSARY OF TERMS

In this Licence Agreement, the words in the left-hand column below have the meanings given in the right-hand column.

Accommodation/Room	The room allocated to the Student by the University and set out in the offer
Accommodation Fees	The fees for the Accommodation set out in the offer
Pre-payment Fee	£250 payable to the University by the Student when the Student accepts The Offer. £150 of this fee is non-refundable.
Common Parts	Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation
Contents	The fixtures and equipment in the Accommodation which is set out in the Offer
Licence Period	The period during which the Student is permitted to occupy the Accommodation which is set out in the Offer
Notice to Quit	A formal notice served on the Student by the University requiring the Student to give up possession of the Accommodation
Offer	The University's offer of accommodation communicated to the Student via the University's online booking system
Payment Dates	Either: Full Academic Year – licence <ul style="list-style-type: none">• If paying in full, on or before the first day of the Licence Period; or• If paying in 3 instalments at the start of each Period, (usually at arrival September, and start of January and April). Or: Short-Term Courses or Stays starting after the semester start <ul style="list-style-type: none">• Paying in full, at the start of the licence period.
Services	(a) Repair of the Residence (b) Insurance of the Residence (c) Insurance of some of the Student's personal possessions (d) The Services are subject to additional Terms & Conditions set out in the Student Accommodation Handbook
Student/You	The Student named in the Offer
Residence/Property/Flat	The property managed by the University named in the Offer
University/We/Us	Canterbury Christ Church University

END OF LICENCE AGREEMENT Last Revised April 2018