



## Residential Accommodation Agreement

### Terms and Conditions

2018/2019

#### IMPORTANT INFORMATION

These terms and conditions will form part of your accommodation Agreement with the University, which will be legally binding. Please read these terms and conditions carefully, and make sure you are willing to comply with them, before you sign and agree to the terms. Please seek advice from a third party if required e.g. Citizens Advice, Student Union services, local Law Centre.

Please note that accommodation Agreement start and end dates are not the same as term dates. The accommodation Agreement start and end dates will be included in the Accommodation Confirmation E-Mail received with these terms and conditions.

For further information regarding this Agreement or other accommodation matters please contact the Accommodation Office:

[accommodation@leedstrinity.ac.uk](mailto:accommodation@leedstrinity.ac.uk)

Terms and Conditions of Residence  
("the Ts &Cs")

**INTRODUCTION**

<b>Nature of Agreement</b>	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room_or any other Room allocated to you at any time. We have the right to:</p> <ol style="list-style-type: none"> <li>1. Enter your Room at any time and for any reason;</li> <li>2. Require you to move to an alternative comparable room_on campus.</li> </ol> <p>Where we exercise these rights we will do so in accordance with these Ts &amp; Cs.</p>
<b>Terms of Agreement</b>	<p>The terms of this Agreement are made up of:</p> <ol style="list-style-type: none"> <li>1. These Ts &amp; Cs, including schedules;</li> <li>2. The Accommodation Confirmation E-Mail.</li> </ol> <p>Together, these documents set out our respective rights and responsibilities.</p>
<b>Formation of Agreement</b>	<p>The Agreement will be formed, and a legally binding contract entered into between you and us, when we issue the Accommodation Confirmation E-Mail to you.</p> <p>The Accommodation Confirmation E-Mail will be sent to you once you have completed your on-line accommodation application and your application has been processed and approved by us.</p> <p>If you move into the Accommodation before we issue an Accommodation Confirmation E-Mail you will be deemed to have accepted these Ts &amp; Cs and entered into a legally binding contract with us.</p>
<b>Period of Residence</b>	<p>Unless it is specified otherwise in the Accommodation Confirmation E-Mail the Period of Residence is continuous and includes the Christmas and Easter vacation periods. It does not include the summer vacation period.</p> <p>You must move out of the Accommodation and remove all your personal possessions from your room by 10.00am on the last day of the Period of Residence as detailed in your Accommodation Confirmation E-Mail.</p>
<b>Our Obligations</b>	<p>Our obligations under the Agreement are set out in clause 1 of these Ts &amp; Cs. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.</p>
<b>Your Obligations</b>	<p>Your obligations under the Agreement are set out in clause 2 of these Ts and Cs and include your obligation to comply with the_Regulations, Policies and Student Code of Conduct of the University, as amended from time to time. If you fail to meet these, we will tell you and (unless the failure is persistent or serious) we will give you a chance to put things right. If you fail to take this opportunity or if the failure is persistent or serious we will be entitled to take formal action_as set out in condition 5.2 of these Ts &amp; Cs which may result in us terminating the Agreement and you having to leave your Accommodation.</p>
<b>Changes to this Agreement</b>	<p>This Agreement cannot be changed without prior written agreement between you and us.</p>
<b>Enquiries</b>	<p>If there is anything in this Agreement that you do not understand or that you wish to discuss, please contact the Accommodation Office.</p>
<b>Glossary</b>	<p>These Ts &amp; Cs and the Accommodation Confirmation E-Mail contain certain words with capital letters e.g. Agreement. These have specific legal meaning in the Agreement, which is given in the glossary at the end of the Ts &amp; Cs.</p>

<b>1.</b>	<b>OUR OBLIGATIONS</b>	
<b>1.1</b>	<b>Services &amp; facilities</b>	<p>During the Period of Residence, we will:</p> <ul style="list-style-type: none"> <li>1.1.1 maintain the structure and decoration of the Accommodation (including lighting and heating equipment) and keep the Hall in reasonable repair and fit for use by you and other residents.</li> <li>1.1.2 subject to short-term interruptions for scheduled maintenance, provide heating, lighting, electricity and water supply and an adequate supply of hot water for domestic use to the washbasins, showers and baths. It may be deemed appropriate and reasonable to turn off heating during warmer weather.</li> <li>1.1.3 ensure that the Communal Areas are cleaned on a regular basis.</li> <li>1.1.4 supply, repair and when necessary, replace litter bins in the Communal Areas and dispose from the site all refuse left in designated areas.</li> <li>1.1.5 provide and maintain facilities for the washing and drying of clothes on campus for which there will be a separate charge at the point of use.</li> <li>1.1.6 provide internet/Wi-Fi access (but not computer equipment) in the Accommodation.</li> <li>1.1.7 supply and maintain fire prevention, detection and safety equipment in the Accommodation.</li> </ul> <p>In the event of a failure of any of the above services or facilities we will take reasonable steps to restore the service or repair the facility as soon as possible. We will not be liable for any failure or interruption to these services or facilities (or any loss arising from any failure or interruption) if the reasons for this failure or interruption are out of our control e.g. emergency including but not limited to mechanical breakdown, fuel shortages, industrial action and natural disasters such as earthquakes, floods etc.</p>
<b>1.2</b>	<b>Insurance</b>	<p>During the Period of Residence, we will insure the Accommodation against fire and other risks which we reasonably consider necessary. We will (at no additional cost to you) insure your personal belongings up to a limit of £7,000. Full details of the insurance policy are available at <a href="#">Accommodation</a>. If you are unable to access this link, please contact the Accommodation Office, and we will send you a copy of the policy so that you can read it before accepting these Ts &amp; Cs.</p> <p>Please note that any claim you make under the insurance policy will be subject to the excesses, limitations and exclusions as specified in the policy. If you require any additional cover you are responsible for taking out such cover at your own expense.</p>
<b>2.</b>	<b>YOUR OBLIGATIONS</b>	
<b>2.1</b>	<b>Accommodation Fees</b>	<p>You must pay the Accommodation Fees during the Period of Residence on the prescribed dates and in accordance with the payment terms set out in the Accommodation Fee Payment Schedule of this Agreement. You must pay the Accommodation Fees as per the Accommodation Fee Payment Schedule regardless of individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when you move into the Accommodation.</p>
<b>2.2</b>	<b>Bond Payment</b>	<ul style="list-style-type: none"> <li>2.2.1 At the end of the online accommodation application process and when the Accommodation Agreement is formed, you will be required to pay a Bond of £250.00.</li> <li>2.2.2 The Bond will be held as security. If you do not comply with the Ts &amp; Cs and this failure results in a loss to us, we will use the Bond (or a proportion of the Bond) to offset that loss.</li> <li>2.2.3 We will be entitled, at our discretion, to draw on the bond or issue an</li> </ul>

		<p>invoice to you at any time to:</p> <ul style="list-style-type: none"> <li>• pay any sum which is due but unpaid by you under the Agreement.</li> <li>• make good any damage to the Room and or Communal Areas for which you are liable under the Agreement.</li> <li>• replace or repair any inventory items you have lost or damaged.</li> <li>• Cover the reasonable costs of cleaning the Room and/or Communal Areas if you breach your obligations under condition 2.9.1 of these Ts &amp; Cs.</li> </ul> <p>2.2.4 The Bond, or any balance remaining after deductions, will be returned to you within 28 days of the end of the Accommodation Agreement or within 28 days of you returning the keys for the Accommodation to us or whichever is the latest date.</p>
2.3	<b>Inventory</b>	<p>We will provide you with the Inventory on arrival which should be checked by you. Any defects or discrepancies should be noted on the Inventory and you should also list all the items of electrical equipment you have brought with you for use in your Room or Communal Areas. The Inventory should be signed and dated by you and returned to the University Main Reception within 7 days of moving into the Accommodation. If you do not do so we shall assume that the Inventory is correct and that you have not brought any electrical equipment.</p> <p>If you buy electrical equipment for use in the Accommodation during your stay, you must notify us of the new item and provide a copy of the warranty or test certificate. We reserve the right to remove and test any of your electrical items if we reasonably suspect that they may be unsafe. If such items are found to be unsafe you must permanently remove them from the Hall.</p>
2.4	<b>Using the Accommodation</b>	<p>2.4.1 You are the only person authorised to occupy the Accommodation.</p> <p>2.4.2 You must not use the Accommodation for any other purpose than as living accommodation. You must not conduct any form of employment, profession, trade, business or any other commercial activity including casual arrangements from the Accommodation.</p> <p>2.4.3 You must not transfer this Agreement (or your rights under this Agreement) to anyone else or allow anyone else to live in or use the Accommodation, except as permitted under paragraphs 2.5 (Visitors) and 2.6 (Moving Rooms) of these Ts &amp; Cs.</p> <p>2.4.4 You must allow us or our staff and/or contractors to enter the Accommodation in the circumstances set out in condition 3.2 of these Ts &amp; Cs.</p>
2.5	<b>Visitors</b>	<p>2.5.1 You are responsible for the conduct of your Visitors and you must ensure that they are aware of and abide by our policies and regulations to include fire regulations and procedures.</p> <p>2.5.2 You agree that we may exclude your Visitors from the Accommodation or Hall where we have reasonable grounds to believe that this is necessary for the safety and/or wellbeing of you or other people.</p> <p>2.5.3 You agree to allow Visitors (18 years and older) to stay no more than 2 nights in any 7 day period.</p> <p>2.5.4 You agree not to leave any Visitor under the age of 18 years unattended in the Accommodation or permit any Visitor under the age of 18 years to stay in the Accommodation overnight.</p>

		2.5.5 You agree to inform the Hall Resident Mentor if your Visitor is staying overnight in the Accommodation.
<b>2.6</b>	<b>Moving Rooms</b>	<p>2.6.1 You agree to not move to another room within the Hall without first obtaining the prior written approval of the Accommodation Office. Transfers are granted at our discretion and subject to room availability. Transfers will not be considered in the first two weeks of occupancy of the Room.</p> <p>2.6.2 You agree to pay any additional accommodation fees prior to relocating if the transfer is to a Room at a higher rate. If the transfer is to a Room at a lower rate, you will be entitled to a reduction of charges.</p> <p>2.6.3 You agree to pay an administration fee of £50 which covers our administrative expenses for arranging the room move.</p> <p>2.6.4 If you are permitted to move, all the Ts &amp; Cs will apply to the new Accommodation.</p>
<b>2.7</b>	<b>Risk assessments</b>	You agree to co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Hall.
<b>2.8</b>	<b>Respect for others</b>	<p>2.8.1 You agree to behave in a respectful and responsible manner with due consideration for other residents in the Hall, our staff, local residents and members of the public.</p> <p>2.8.2 You agree to keep noise in the Hall or in the locality of the Hall at a level which does not interfere with the study, sleep and comfort of other residents.</p> <p>2.8.3 You agree not to bring into the Hall or your Room any weapons, illegal items or any item which may be construed as or used as a weapon (e.g. replica, ceremonial or toy weapons; knives; martial arts weapons etc.) even if you have a licence for them.</p> <p>2.8.4 You agree not to use violence or threaten to use violence, verbally assault or harass any person.</p> <p>2.8.5 You agree not to use the Accommodation for any criminal or illegal purpose including but not limited to selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.</p> <p>2.8.6 You agree not to smoke or permit the smoking of cigarettes, e-cigarettes, shisha or any other tobacco-based products in the Accommodation or Hall. If you or your Visitors are found smoking or there is clear evidence that smoking has taken place in the Accommodation, we will take disciplinary action. Refer to the <a href="#">Student Conduct and Discipline Code</a></p> <p>2.8.7 You agree not to use or permit the use of any illegal drugs or substances which have a similar effect to illegal drugs. If you or your Visitors are found using such drugs or substances in the Accommodation or Hall or there is clear evidence that such drugs or substances have been used in the Accommodation or Hall we will take disciplinary action and reserve the right to contact the Police as appropriate. Refer to the <a href="#">Student Conduct and Discipline Code</a></p> <p>2.8.8 You agree not to allow the frequent or persistent use of Hall facilities by non-residents.</p> <p>2.8.9 You agree not to throw anything from the windows in the Accommodation or the Hall.</p>

		<p>2.8.10 You agree to comply with the parking policy, as amended from time to time, a current version of which may be viewed at <a href="#">Car Parking</a>. Parking restrictions apply on campus, at all halls, and in surrounding local roads. Resident students are not permitted to park on campus.</p> <p>2.8.11 If you are under 18 years of age you agree not to have or consume alcohol in your Accommodation or Hall.</p> <p>2.8.12 You agree to comply with all our Policies and regulations and the Student Conduct and Discipline Code.</p>
<p><b>2.9</b></p>	<p><b>Repairs, maintenance and alterations</b></p>	<p>If you breach your obligations under this condition we may charge you for the cost of repair and/or replacing missing items or the reasonable costs of cleaning the Accommodation and/or the Hall in accordance with paragraph 2.2 of these Ts &amp; Cs. Any charges for repairs/replacement goods or cleaning will be calculated at the current market value, on the basis of quotations obtained from our approved suppliers.</p> <p>2.9.1 You agree to keep your Accommodation in good, clean condition at all times and remove refuse on a regular basis.</p> <p>2.9.2 You agree not to make any alterations or additions to or damage the Accommodation or Hall or neighbouring property including but not limited to by installation of satellite dishes, aerials, decorating or fixing items to the walls, ceiling or floor. You may use the notice boards provided to put up posters.</p> <p>2.9.3 You agree not to remove, sell, lend, alter, damage or otherwise dispose of any furniture, equipment or curtains provided by us.</p> <p>2.9.4 You agree to report any damage or defects in the Accommodation or Hall to us immediately. Information on reporting urgent and non-urgent defects may be viewed at <a href="#">Accommodation</a></p> <p>2.9.5 Except for your own bedding, you agree not to bring soft furnishings or other furniture into the Accommodation or Hall.</p> <p>2.9.6 You agree not to leave any personal belongings or obstacles in the Communal Areas or make these areas unsafe or untidy. If you do and we have to remove them or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.</p> <p>2.9.7 You agree not to put anything which is likely to cause damage or a blockage in any pipes or drains in the Hall.</p>
<p><b>2.10</b></p>	<p><b>Safety and security</b></p>	<p>It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:</p> <p><b>2.10.1 Electrical Appliances</b></p> <p>You agree:</p> <p>(a) to ensure that any electrical equipment you bring into the Accommodation or Hall is safe and in sound working order and suitable for use in the UK and meets current Health &amp; Safety standards.</p> <p>(b) to use heated cooking equipment such as kettles and toasters in the kitchen areas only. Heated cooking equipment must not be used in your Room. Breach of this term may result in disciplinary action.</p> <p>(c) not to use portable heaters of any kind in the Accommodation or Hall.</p> <p><b>2.10.2 Fire Safety</b></p>

		<p>(a) You agree to respond to fire alarms and observe all fire regulations and evacuation procedures which are displayed in the Accommodation. Refer to Fire Procedures <a href="#">Fire Procedures</a></p> <p>(b) You agree to attend any Fire Safety meetings arranged by us for your safety.</p> <p>(c) Should the fire alarm sound, you must leave the Hall immediately and go to the nearest fire assembly point.</p> <p>(d) You must not tamper with fire safety, detection, prevention or fire-fighting/evacuation equipment and must not activate alarms inappropriately, or prop open fire doors. Breach of this term would result in disciplinary action and could result in the termination of this Agreement and eviction from the Accommodation.</p> <p>(e) You should ensure that you do not place combustible fixtures or fittings, including paper and notices on the walls, in fire escape routes or Communal Areas.</p> <p>(f) You must not do anything which may cause a fire hazard including but not limited to using or storing in the Accommodation or Hall any flammable or dangerous materials (e.g. inflatable furniture, incense burners/sticks, candles, fireworks, petrol, paraffin, bottled gas, oil, nitrous gas canisters, sunbeds etc.).</p> <p><b>2.10.3 Security</b></p> <p>You must ensure that your Accommodation and Hall are left secure at all times. This includes (but is not limited to) the following:</p> <p>(a) You must not leave your Accommodation unoccupied without ensuring you securely close your windows and lock your door.</p> <p>(b) You must not allow anyone access to the Hall unless they are known to you or possess the appropriate ID. You should accompany your Visitors at all times.</p> <p>(c) You should keep your key, key fob or key card with you at all times and ensure that you do not mark such items with your address. You should not make copies of your keys or give them to anyone else. If you lose your keys you must report this to porters/security staff immediately. A charge will be incurred for replacement keys and locks as required.</p> <p>(d) You must not tamper with CCTV or any other security equipment. Breach of this condition may result in disciplinary action.</p>
2.11	<b>Pets</b>	You must not keep pets of any description in your Accommodation or Hall. Assistance dogs and therapy pets are permitted with the prior approval of the Accommodation Office.
2.12	<b>At the end of the Agreement</b>	<p>By the end of the Period of Residence you agree:</p> <p>2.12.1 to move out of your Accommodation by no later than 10.00am on the last day of the Period of Residence;</p> <p>2.12.2 to return all keys for the Accommodation and Hall to us;</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and to leave all items listed in the Inventory in the same condition as at the start of the Period of Residence. We accept that there may be some reasonable wear and tear to the Accommodation and contents but we will charge you for damage or loss which is deemed unreasonable;</p> <p>2.12.4 to remove all your personal belongings by the end of the Period of Residence. If you leave any personal belongings in the Accommodation we will notify you of this and give you a reasonable amount of time to collect them/arrange for them to be removed. If you do not collect your belongings within that reasonable period you agree that we may dispose of those belongings and may charge you for any costs we incur for the safe disposal of your items.</p>

<b>3.</b>	<b>OUR RIGHTS</b>	
<b>3.1</b>	<b>Alterations and building works</b>	<p>We have the right to carry out any alterations, maintenance or building works at the Accommodation, the Hall or in the locality without liability for disturbance provided that, where practicable, we have endeavoured to minimise that disturbance. We will endeavour to inform you of any planned works providing 7 days' advance notice usually via email. Where repairs are unplanned or in the event of an emergency we may carry out the repairs without advance notice but will endeavour to provide 24 hours' notice where practicable.</p>
<b>3.2</b>	<b>Access and inspection</b>	<p>We, or any person authorised by us, have the right to enter the Accommodation if we have reasonable cause to do so, at all reasonable times, or at any time in an emergency. Reasonable cause includes (but is not limited to):</p> <ul style="list-style-type: none"> <li>3.2.1 inspection of the condition and state of repair of the Room;</li> <li>3.2.2 carrying out our obligations under the Agreement;</li> <li>3.2.3 carrying out repairs or alterations to an adjoining room or parts of the Hall;</li> <li>3.2.4 take gas, electricity or water meter readings;</li> <li>3.2.5 check on your welfare or the welfare of any other resident;</li> <li>3.2.6 reasonably suspected serious breach of our Policies or the Student Conduct and Discipline of Code but not limited to illegal activity.</li> </ul> <p>We will try to give you at least 48 hours' notice via email that we intend to enter the Accommodation, but we reserve the right to enter the Accommodation on shorter notice or no notice at all in the case of an emergency. If we do not provide prior notice of our intention to enter the Accommodation we will knock on the door first in order to ascertain if you are present. If you are not present we will enter the Accommodation.</p> <p>We will ensure that our staff are clearly identified. Staff or contractors requiring access to the Accommodation will carry appropriate identification documents and allow you to inspect them. We will keep a written record of any staff accessing the Room in your absence.</p>
<b>3.3</b>	<b>Removal of items from the Accommodation</b>	<p>We will remove from the Accommodation or Hall any items belonging to you or your Visitors which we consider (acting reasonably) dangerous, may cause a fire hazard or constitute a nuisance.</p> <p>We will remove any illegal items or illegal drugs or substances which have a similar effect to illegal drugs which belong to you or your Visitors without prior warning. If we remove an item we will notify you of this and we will dispose of any illegal items or substances appropriately.</p>
<b>3.4</b>	<b>Our right to require you to relocate</b>	<p>We reserve the right to move you to comparable alternative accommodation in any circumstances including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) If works are being carried out in the Accommodation which mean that it is not ready for occupation at the start of the Period of Residence.</li> <li>(b) If we need to carry out works during your Period of Residence which renders the Accommodation unfit for occupancy.</li> <li>(c) If we reasonably consider that because of your behaviour we need to move you from the Accommodation to protect your well-being or the well-being of others.</li> </ul>
<b>4.</b>	<b>YOUR RIGHTS</b>	
<b>4.1</b>	<b>Occupation</b>	<p>For the Period of Residence, we grant you the following rights which you may exercise in accordance with your responsibilities under this Agreement:</p> <ul style="list-style-type: none"> <li>4.1.1 a licence to occupy the Room;</li> </ul>

		<p>4.1.2 the non-exclusive right to use any parts of the Accommodation which do not form part of the Room;</p> <p>4.1.3 the non-exclusive right to use the Communal Areas.</p>
<b>5.</b>	<b>IF YOU BREACH THIS AGREEMENT</b>	
<b>5.1</b>	<b>Payment for loss or damage</b>	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a breach of this Agreement by you or your Visitors.</p> <p>5.1.2 We will review CCTV recordings and use as evidence as appropriate. If we are unable to identify the perpetrators we may (acting reasonably) charge you a fair proportion of the cost of making good any loss or damage unless you can provide evidence that you were not present when the loss or damage occurred.</p> <p>5.1.3 Typical charges for damage or additional cleaning may be viewed at <a href="#">Accommodation</a></p>
<b>5.2</b>	<b>The procedure we will follow if you breach this Agreement</b>	<p>If you or your Visitors breach the terms of this Agreement we may take action against you as set out below:</p> <p>5.2.1 In the event that we are made aware of a breach by you of the terms of this Agreement we will decide whether to take no action, discuss this with you informally or take formal action under the <a href="#">Student Conduct and Discipline Code</a>.</p> <p>5.2.2 If you are experiencing financial difficulties you should make contact with the Finance Office immediately</p> <p>5.2.3 If you do not move out of your Accommodation at the end of the Period of Residence, we may apply to court for an order for possession (eviction). If the court finds in our favour, you may be ordered to pay us additional costs associated with the breach of the terms of this Agreement.</p>
<b>6.</b>	<b>TERMINATION OF THIS AGREEMENT</b>	
<b>6.1</b>	<b>Your right to cancel before you take up residency</b>	<p>You may cancel this Agreement before you take up occupancy of the Accommodation and up to 14 days prior to the start date of the Period of Residence without losing your Bond. You may do this by contacting the Accommodation Office by email. Provided that the email notification is received 2 weeks before the start date of the Period of Residence we will return the Bond to you and any pre-paid accommodation fees.</p> <p>If notification to cancel the Agreement is received less than 14 days prior to the Start Date of the Period of Residence and a replacement occupier is not found by the Start Date of the Period of Residency the Bond will not be returned to you. Should a replacement occupier take on the Agreement for the Room before the Start Date of the Period of Residency, your Bond will be returned to you less an administration fee of £50.00.</p>
<b>6.2</b>	<b>Your right to terminate after you take up residency</b>	<p>You may terminate this Agreement after you take up occupancy of the Accommodation and up to 14 days only after the start date of the Period of Residence. You may do this by contacting the Accommodation Office by email. Provided that the email notification is received within 14 days of the start date of the Period of Residence, we will not charge you accommodation fees for the period of occupancy (up to 14 days) but we will retain the Bond.</p>
<b>6.3.</b>	<b>Your other rights to terminate</b>	<p>The Accommodation Agreement is a fixed-term contract, for the Period of Residence stated in the Agreement. You are liable for all charges for the Accommodation whether or not you occupy your Accommodation, unless you exercise your right to terminate under these Ts &amp; Cs.</p> <p>You may terminate the Agreement if you:</p> <p>6.3.1 Contact the Accommodation Office to request the right to terminate the Agreement providing no less than 4 weeks' written notice and specifying the End Date. You must fulfil all the following conditions to terminate:</p>

		<p>(a) you have found a suitable replacement occupier approved by us who is not already in accommodation provided by us and who enters into an Agreement to occupy the Accommodation immediately after you have left.</p> <p>(b) you have paid in full on or before the End Date all of the Accommodation Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement</p> <p>6.3.2 Withdraw from your course of study and satisfy all the following conditions:</p> <p>(a) you notify the Accommodation Office to request the right to terminate your Agreement providing no less than 2 weeks written notice and specifying the End Date.</p> <p>(b) you have paid in full on or before the End Date all of the Accommodation Fees due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.</p>
<b>6.4</b>	<b>Our right to terminate</b>	<p>We may terminate this Agreement before the Period of Residence expires under the following circumstances:</p> <p>6.4.1 you have failed to pay the Accommodation Fees as set out in the Accommodation Fee Payment Schedule and the Accommodation Fees have been outstanding for more than 14 days.</p> <p>6.4.2 you have committed a serious or persistent breach of these Ts &amp; Cs or the Policies or Student Code of Conduct and we have followed the procedure set out in condition 5.2.</p> <p>6.4.3 you cease to be registered and enrolled as our student.</p> <p>6.4.4 you are made bankrupt.</p> <p>6.4.5 you have provided false, incomplete, misleading or fraudulent information or left out important information in relation to your application for accommodation.</p> <p>6.4.6 we are unable to find you similar alternative accommodation as a result of events beyond our control or your Accommodation has been severely damaged and is not fit for occupation.</p>
<b>7.</b>	<b>COMPLAINTS</b>	
<b>7.1</b>	<b>Procedure</b>	<p>7.1.1 If you feel that we have not fulfilled the terms of this Agreement you should discuss this with the Accommodation Officer in the first instance. If you are not happy with the outcome and wish to raise a complaint you should do so in accordance with our complaints procedure. Refer to <a href="#">Complaints Procedure</a></p> <p>7.1.2 In line with the Code of Practice for the Management of Student Housing UUK we will report complaints made via our complaints procedures to the standing committee of the UUK Code of Practice. More information on the UUK Code of Practice can be viewed on our website. Refer to <a href="#">Accommodation</a></p> <p>7.1.3 If, after following our full complaints procedure, the matter has not been resolved to your satisfaction, you may make a complaint to the Office of the Independent Adjudicator (OIA). Refer to <a href="http://www.oiahe.org.uk/">http://www.oiahe.org.uk/</a></p> <p>7.1.4 If we have terminated your Agreement under the provisions of these Ts &amp; Cs and you have not left the Accommodation as required we are entitled to take legal action against you to recover possession of the Accommodation.</p>
<b>8.</b>	<b>OTHER MATTERS</b>	
<b>8.1</b>	<b>Data Protection</b>	<p>8.1.1 By entering into this Agreement, you authorise us to use the personal information we hold about you for all lawful purposes in connection with the Accommodation. These purposes include debt recovery, crime prevention and/or detection, insurance policy, allocation of rooms, providing relevant information to</p>

		our agents and contractors and circumstances where there is a serious risk of harm. This may include disclosing relevant information to the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies.
<b>8.2</b>	<b>Liability for loss or damage</b>	We shall not in any circumstances incur any liability in respect of loss or damage to any person or property, unless the loss or damage was caused by our own negligence.
<b>8.3</b>	<b>Governing law and enforceability</b>	<p>8.3.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country. The parties irrevocably agree that the Courts of England will have exclusive jurisdiction over any claim arising under or in connection with the Agreement, including its formation and subject matter.</p> <p>8.3.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
<b>8.4</b>	<b>Third party rights</b>	The Contracts (Rights of Third Parties) Act 1999 (as amended) does not apply to this Agreement. This means that no other party can enforce any rights or obligation under the Agreement other than you and us.
<b>8.5</b>	<b>VAT</b>	<p>The University's VAT registration number is 170 9882 32</p> <p>The Accommodation Fee is exempt from VAT but other items e.g. additional charges owing to damage etc. may be subject to VAT.</p>
<b>8.6</b>	<b>Licensor Address</b>	<p>For the purposes of the Agreement, our address is:</p> <p style="text-align: center;">Leeds Trinity University Brownberrie Lane Horsforth Leeds West Yorkshire LS18 5HD</p>
<b>8.7</b>	<b>Guarantees of Accommodation</b>	Any guarantee given by us to allocate accommodation to you shall cease to have effect if the Agreement is terminated.
<b>ACCOMMODATION FEE PAYMENT SCHEDULE</b>		
<b>9</b>	<b>Payment of Accommodation Fees</b>	<p>All charges for Accommodation are subject to our Student Financial Regulations, which are available on our website at <a href="#">Accommodation</a></p> <p>Your Accommodation Fees must be paid either:</p> <p>9.1. in full (i.e. in one single instalment) at the start of the Period of Residence; or</p> <p>9.2 in termly instalments (3 instalments in September, January and April) in advance, on or before the due dates for payment stated at the online application stage and in the Accommodation Confirmation E-Mail.</p> <p>If you do not pay your Fees by the deadline:</p> <p>9.3 If your Fees are 14 days overdue it will be considered a serious breach of this Agreement and we may terminate the Agreement and if required we may apply to court for an order for possession (eviction).</p> <p>9.4 In cases of extreme hardship, we may grant you an extension to payment deadlines. The extension must be approved by the Finance Office before the date the payment is due.</p>
<b>10</b>	<b>Sponsors</b>	If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the payment schedule. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment.

<b>11</b>	<b>Payment of Bond fee</b>	Your Bond payment must be made before 30 June and may be paid at the point of application on or before 30 June. The Bond payment must be made at the point of Accommodation application where applications are submitted after 30 June.
<b>GLOSSARY</b>		
<b>Accommodation</b>		Means the Room and all shared Communal Areas to which you have moved under this Agreement.
<b>Accommodation Confirmation E-Mail</b>		Means the Confirmation E-Mail that you will receive from the Accommodation Office confirming that your application for a Room has been successful and setting out the details of your Accommodation, Accommodation Fee and Period of Residence.
<b>Accommodation Fee</b>		Means the charges for the occupation of the Accommodation as stated in the Accommodation Confirmation E-Mail.
<b>Accommodation Office</b>		Means the team within the University who co-ordinate accommodation matters.
<b>Agreement</b>		The accommodation agreement between You and Us, which is described in the Introduction ('Terms of this Agreement' and 'Formation of this Agreement').
<b>Bond</b>		Means the bond you pay at the end of the online accommodation application stage and on or before 30 June.
<b>Communal Areas</b>		Means all stairwells, corridors, landings and any shared entrances within the Hall, any shared kitchens and/or bathrooms in the Hall or other areas that we designate as common areas.
<b>End Date</b>		Means the date on which you wish the Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence.
<b>Hall</b>		Means the specific Hall named in the Accommodation Confirmation E-Mail together with any external areas of the Hall which are owned by us (e.g. car parks, roads, gardens which adjoin the Hall).
<b>Inventory</b>		Means the list of furniture/equipment at the Accommodation which is provided to you when you arrive.
<b>Period of Residence</b>		Means the period starting and ending on the dates specified in the Accommodation Confirmation E-Mail.
<b>Policies</b>		Means the Policies that can be accessed at <a href="#">Accommodation</a> and include Student Conduct and Discipline Code, Fire Procedures, Student Financial Regulations and Insurance Policy.
<b>Room</b>		Means the Room that you will occupy in the Hall as specified in the Accommodation Confirmation E-Mail.
<b>Sponsor</b>		Means any person or organisation who is paying all or part of your Accommodation Fee.
<b>Student Conduct and Discipline Code</b>		Means the University's Student Code of Conduct which is available at <a href="#">Accommodation</a>
<b>Visitors</b>		Means any guest invited by you or any person visiting you at the Accommodation.
<b>We</b>		Means Leeds Trinity University, and 'Us' and 'Our' will be interpreted accordingly.
<b>You</b>		Means the individual student to whom the offer of Accommodation is made, and 'Your' will be interpreted accordingly.