



LEEDS TRINITY UNIVERSITY

Standard Terms and Conditions for Residential Accommodation

2017/2018

IMPORTANT INFORMATION FOR STUDENTS:

These terms and conditions will form part of your contract 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.

Take advice from an appropriate source if needed.

If there is anything in the Residential Accommodation Agreement or these terms and conditions that you do not understand or that you wish to discuss, please contact the Accommodation Office

0113 283 7112

accommodation@leedstrinity.ac.uk

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LEEDS TRINITY UNIVERSITY

Introduction

University Accommodation is designed to provide students with suitable living conditions, a pleasant atmosphere for studying and the chance to meet other residents from different backgrounds and cultures. It offers students an independent lifestyle, and in return we expect students to live together responsibly, without close supervision or interference from members of staff. These terms and conditions aim to contribute towards a safe, enjoyable, harmonious and peaceful experience for everyone living in our halls of residence. All residents are entitled to live and study peacefully in their accommodation, and students must always be considerate towards those living in and near halls.

The terms and conditions in this document will form part of your Residential Accommodation Agreement. If you sign your Residential Accommodation Agreement and return it with your bond to the University by the stipulated deadline, it will become a legally binding agreement. In addition to taking disciplinary action, the University can, if necessary, use the courts to enforce these terms and conditions.

STANDARD TERMS AND CONDITIONS FOR RESIDENTIAL ACCOMMODATION 2017/2018

CHARGES

- 1 The charges for the accommodation are set out in the accommodation agreement provided by the University to the Student.
- 2 The Student must pay the charges to the University either in full at the start of the agreement or
in 3 instalments, in advance, on or before the due dates for payment stated in the accommodation agreement.
- 3 In cases of extreme hardship, the University's Finance Office can grant the Student an extension to payment deadlines. The extension must be approved before the date the payment falls due.
- 4 Charges for damage, cleaning and other breaches of these terms and conditions (see clause 77) are deductible from the bond (see clause 72) or payable within 30 days of the University sending the Student an invoice for them.

If any payment to be made by the Student is more than 14 days overdue, the University will regard that as a serious breach of the Student's accommodation agreement and may terminate the agreement. The University may apply to court for an order for possession (eviction).

- 5 **If accommodation charges remain outstanding at the end of the letting period, that may prevent the Student from automatically progressing to their next level of study, or graduation.**
- 6 All charges for accommodation are subject to the University's Student Financial Regulations, which are hereby incorporated into the Student's accommodation agreement. For any queries please contact the Finance Office at finance@leedstrinity.ac.uk

PART-CATERED / SELF-CATERED

- 7 The type of catering facilities to be provided by the University are specified in the Student's accommodation agreement and will be either "Part-Catered" or "Self-Catered".

Part-catered

- 8 Students with a part-catered accommodation agreement may occupy their accommodation during the letting period for 39 weeks during University term-time and 2 weeks during the Christmas vacation.
- 9 Students in part-catered accommodation must not occupy or attempt to gain access to their accommodation from 10.00 am on Saturday 16th December 2017 until 6.00 pm on Sunday 31st December 2017. Students may leave their personal belongings (at their own risk) in their accommodation during this period. Charges during this period are equivalent to £30.00 per week and are included in the overall price.
- 10 Charges for part-catered accommodation include a meal allowance to the value of £30 per week for each of the 39 weeks of permitted occupancy. The allowance is credited to an access-card which the Student can use to buy meals at the University's catering outlets on campus during their publicised opening hours.
- 11 The meal allowance cannot be exchanged for cash. At the end of the accommodation agreement unused meal allowance will be carried forward to the following academic year. Please note that no refunds will be made if the student chooses not to use their meal allowance.
- 12 If the Student has not paid their accommodation charges by the due date, the University may refuse to credit the access-card with any meal allowance until outstanding charges are paid. Once outstanding charges have been paid, the University will credit the access-card with the (backdated) meal allowance.

Self-catered

- 13 Students with a self-catered accommodation agreement may occupy their accommodation throughout the letting period, including the Christmas vacation.
- 14 The University provides cookers, microwaves and fridges in the shared kitchens of self-catered halls. Students will need to provide their own crockery, cutlery, glassware, cooking pots, pans and utensils, kettles and toasters if required. Kettles, toasters and other heated cooking appliances must only be used in shared kitchens and must not be used in study bedrooms.

GUESTS

- 15 Students are responsible for the conduct of the visitors they invite to the University. This includes making sure that visitors do not cause a nuisance to others, and paying for any damage they do. Obligations in these terms and conditions that are imposed on students also apply to their guests in so far as they relate to conduct. Guests must behave reasonably whilst in halls, and with consideration for residents.
- 16 Any authorised representative of the University may request a guest to leave the University at any time. They may use reasonable force in appropriate circumstances and/or call the police.
- 17 For health and safety reasons, resident students should inform their Resident Mentor if overnight guests are staying in halls.
- 18 The Student must not leave any child under the age of 16 years unattended in halls, or permit any child under the age of 16 years to stay in halls overnight.
- 19 The University will not permit guests to stay more than 2 nights in any 7 day period.
- 20 These conditions about guests are designed to protect the safety, privacy and level of amenity of other residents. The University will be entitled to terminate the Student's

Residential Accommodation Agreement for persistent failure to comply, or where there is serious misconduct by a guest.

PERSONAL INFORMATION AND DATA PROTECTION

- 21 By entering into an accommodation agreement with the University, the Student authorises the University to use information about the Student (personal data) for all lawful purposes in connection with the accommodation. These purposes include debt recovery, crime prevention and/or detection, the University's block insurance policy, allocating rooms, providing relevant information to the University's agents and contractors, circumstances where there is a serious risk of harm, giving references and all matters arising from your membership of the University. This may include disclosing relevant information about the Student to the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies as well as the University's professional advisors. The University will provide relevant information about the Student if it has to in order to comply with a court order. The Student's agreement to allow the University to use the Student's personal data includes the University's processing of personal data classed as 'sensitive', such as information about health, ethnicity and criminal records, where the circumstances require.
- 22 From time to time the Student's family may contact the University. By entering into the accommodation agreement the Student agrees that the University may [optional if a family member enquires] provide a statement of the Student's University account to a family member, accept payments from a family member towards that account, and confirm to the family member whether or not the Student is in residence. The University will check with the Student before disclosing any other information to a family member. **If the Student does not agree to the University communicating with the Student's family in this way, the Student must notify the University in writing.**
- 23 **The University uses CCTV in shared parts of halls and may use CCTV recordings as evidence when taking disciplinary action against a student or enforcing these terms and conditions.**

FIRE SAFETY

- 24 Students must not tamper with fire safety, detection, prevention or fire fighting/evacuation equipment and must not activate alarms inappropriately, or prop open fire doors. To do so is a criminal offence, and can cause serious injury or death. **The University will always treat misuse of any fire equipment as a serious breach of these terms and conditions**, which is likely to result in the University terminating the Student's accommodation agreement. No combustible fixtures or fittings can be put in fire escape corridors or shared living areas, including paper and notices on the walls.
- 25 The Student should read and must observe the fire regulations printed on the back of the door of their accommodation.
- 26 Whenever a fire alarm sounds, the Student must immediately leave the hall of residence, go to the nearest fire assembly point and ensure their visitors do so. The University will normally treat failure to comply with this condition as a disciplinary matter.
- 27 Items that may accidentally trigger the smoke detectors fitted in the accommodation (e.g. joss sticks, candles, grills, rice cookers, kettles and toasters) are not permitted. Heated cooking equipment, kettles and toasters may only be used in kitchens.
- 28 Nitrous Oxide Canisters are banned from halls of Residence as they pose a potential fire risk. Any student with these in their rooms will face disciplinary action.

SMOKING

- 29 Smoking inside the accommodation or inside any part of any university building is not permitted. Designated smoking areas are provided outdoors and the University will provide the Student with details of these, and the University's smoking policy, in a welcome pack on arrival. **This also includes the use of e-cigarettes, which are banned on campus, unless used in a designated smoking area.**

ILLEGAL DRUGS

- 30 The Student must not have any controlled drug in the accommodation unless it has been prescribed for the Student (or their permitted guest) by an authorised person.
- 31 The University will normally inform the police if the University suspects a Student of producing or attempting to produce a controlled drug; supplying, or offering to supply, or attempting to supply a controlled drug; or preparing controlled drugs; or using controlled drugs which have not been prescribed for the user. A list of controlled drugs is given in Schedule 2 of the Misuse of Drugs Act 1971 (see www.legislation.gov.uk).

ALCOHOL

- 32 The Student must not have alcohol in their accommodation if they are aged under 18 years. The Student must not provide alcohol to anyone under the age of 18 years.
- 33 The University will not treat intoxication as a defence to a breach of any of these terms and conditions.

NOISE & ANTI-SOCIAL BEHAVIOUR

- 34 The Student must conduct him/herself at all times in a responsible and proper manner with due consideration for other residents, University staff, local residents and members of the public generally.
- 35 The Student is responsible for controlling noise levels in their accommodation, and should not allow noise of any kind from their accommodation to disturb those around them.
- 36 When in shared areas of halls, the Student must ensure that they do not disturb others, at any time of the day or night.
- 37 Residents must ensure that the noise level from their room does not disturb those around them in order to allow residents to enjoy community life and to study or sleep without undue disturbance. Additionally, residents must ensure that noise they make on campus within and outside study bedrooms is sufficiently low to allow others to study and/or sleep without disturbance. Noisy gatherings of any number of people are not permitted anywhere within halls of residence. Security staff monitor noise levels through random patrols and in response to complaints. Where appropriate, CCTV may be used to gather further evidence.
- 38 Anti-social behaviour is any activity that impacts on other people in a negative way. If the Student commits an act of anti-social behaviour the University may refer the matter for disciplinary action.

COMMUNITY DISCIPLINE

The resident must conduct him/herself at all times in a responsible and proper manner with due consideration for other residents, University staff, local residents and members of the public generally.

Where students breach the above regulations (points 24 to 38) a warning will be issued. A repeat breach of these regulations may result in the resident being referred

to the Student Conduct Panel, which typically incurs the penalty of exclusion from halls of residence.

SECURITY

- 39 The Student must not leave the accommodation unoccupied unless the door and windows are securely closed.
- 40 The Student must comply with the reasonable requests of staff where matters of security are concerned.
- 41 The Student should not allow anyone access to halls of residence unless they know them, or the visitor has shown satisfactory identification. The Student is under no obligation to put their personal safety at risk for this purpose. If the Student has concerns about someone trying to gain access to halls of residence, they should make themselves safe and contact security staff as soon as possible.
- 42 The Student must not tamper with CCTV or any other security equipment. Breach of this condition may result in disciplinary action. The typical penalty for a first offence is a written warning and a restitution charge of up to £300. If the Student is found to have breached this condition on a second occasion, the breach will be treated as a **serious and persistent breach of these terms and conditions, for which the University shall be entitled to terminate the Student's accommodation agreement.**
- 43 The University does not accept liability for any valuable items that the Student brings to the University. Students are responsible for such items, and they bring them to University at their own risk.
- 44 Charges for the accommodation include a block halls personal possessions insurance policy with Endsleigh. Policy details are available from the Accommodation Office or can be viewed at www.endsleigh.co.uk It is the Student's responsibility to check that the insurance terms are adequate for their own circumstances and to buy any additional cover that they require.
- 45 There is a safe in each bedroom for use by residents of Trinity Close and All Saints Court accommodation. Whilst this will provide additional security for the Student, Leeds Trinity University does not accept responsibility for items kept in the safe.
- 46 The University will ensure security staff are clearly identified. Staff or contractors requiring access to the accommodation will carry appropriate identification documents and allow the Student to inspect them.
- 47 The Student agrees that the University is entitled, at the Student's expense, to remove from the accommodation or any other part of the halls any article in the Student's possession or control which it is illegal for the Student to possess, or which constitutes a serious nuisance, an obstruction or a fire or health or safety risk. Unless the item is alive or perishable or illegal, the University will return it to the Student (if asked to do so) at the end of the academic term in which it was taken. If the item is alive or perishable or illegal, the University may dispose of it as it reasonably sees fit without liability to the Student or its owner.

ELECTRICAL SAFETY

- 48 The Student must ensure that any electrical equipment they bring to the University is safe and in sound working order and suitable for use in the UK. The Student must have a current portable appliance test certificate, or a current warranty, for each of

their electrical items. The University may ask to see certificates or warranties from time to time.

- 49 The Student must list, on the inventory form provided on arrival, each item of electrical equipment that they have in the accommodation (including any they intend to leave in shared areas). If the Student buys electrical equipment during their stay, they must notify the University of the new item and (if requested) provide a copy of the warranty or test certificate.
- 50 **The University may undertake sample testing of electrical equipment** from time to time in order to comply with its legal obligations regarding electrical safety. The University will give advance notice to the Student and will carry out tests at a reasonable time of the day in the Student's presence. If an electrical item is faulty, it must not be connected to the University's electrical supply until it has been repaired, tested and certified by the repairer. The Student must provide the University with a copy of the test certificate within 7 days of the initial inspection, and give the University the opportunity to carry out further tests if required. The University may remove from the accommodation any electrical item which, in the reasonable opinion of the University, is dangerous or beyond repair. The University will give the Student a receipt for the item, which the Student may use to collect the item when they vacate their accommodation. The University is entitled to impose reasonable storage and handling charges. If the Student does not wish to pay these, they may authorise the University to dispose of the item as an alternative to storage.
- 51 The Student must not use electrical equipment in the accommodation which generates an output of more than 1600 watts at any one time.
- 52 Kettles and toasters and other heated cooking equipment may only be used in kitchens. If the Student uses a kettle, toaster or heated cooking equipment in the accommodation and causes damage or activates a smoke or fire alarm as a result, the University will charge the Student for the damage or for the false alarm. Repeated breach of this term will be treated as a disciplinary offence.
- 53 Portable heaters of any kind are not permitted in halls of residence.
- 54 The University has statutory obligations relating to electrical safety. Any breach by the Student of these conditions relating to electrical safety is therefore likely to be a serious breach of these terms and conditions. **For serious or persistent breaches the University shall be entitled to terminate the Student's accommodation agreement.**
- 55 The Student must use an ironing board when ironing. Ironing on the floor is likely to damage the floor covering, and the Student must pay for the damage (see list of charges at clause 78).

USE AND CARE OF THE ACCOMMODATION

- 56 The University will provide the Student with an inventory form on arrival. The Student should check the inventory, note any defects that are not already recorded, sign it and return it to the University, together with their list of personal electrical equipment, within a week of taking up residence. **If a Student does not check and return their inventory, they may find it difficult to prove that any damage was not their fault and incur charges as a result.**
- 57 The Student must keep their accommodation and its contents in good, clean condition and not damage them.
- 58 Jointly with other residents, the Student must keep the shared areas of halls and their contents in good, clean condition and not damage them.

- 59 The University will make an allowance for fair wear and tear, and for damage caused by an insured risk (as long as the Student did not cause the risk or invalidate the insurance). With regard to the accommodation, the University will charge the Student for damage over and above fair wear and tear, or for missing items. With regard to shared areas of halls, the University will charge the Student a fair and reasonable proportion for damage over and above fair wear and tear, or for missing items. **In Trinity Close, Fountains Court and All Saints Court, the Student may also be charged for a proportion of damage caused to shared areas of each individual flat, as the residents of that flat will be held jointly responsible for its shared areas.** Any of these charges may be deducted from the Student's bond (see clauses 72 to 79).
- 60 **In addition to the cost of repair and reinstating damage, or replacing missing items, the University may charge the Student a reasonable administration fee** to cover staff costs in having to arrange for the repair/replacement.
- 61 If the Student becomes aware of any damage or any other defect in the accommodation or its contents, or in the shared areas, the Student must report it via the University intranet maintenance reporting facility available on the accommodation web page. If the Student fails to report a defect, the Student will be liable for any further, preventable damage that occurs as a result of the delay in the University becoming aware of the defect.
- 62 On receiving a defect report, the University will investigate and aim to carry out the appropriate work within a reasonable time, usually within 14 days of the date of the defect report. If there is likely to be a significant delay in remedying the fault the University will notify the Student of the expected timescale for repair. The Student may contact the Residences Officer (ext 112) if they have any concerns about maintenance or repair that they have reported on the intranet.
- 63 If the Student is in self-catering accommodation and the cooking facilities are not functioning, the Student must report it via the University intranet maintenance reporting facility available on the accommodation web page.
- 64 The University will arrange for the accommodation and shared areas to be cleaned on a regular basis. The Student must nevertheless keep the accommodation reasonably clean and tidy between staff cleaning. The Student must pay the University the cost of cleaning the accommodation, or a fair proportion of the cost of cleaning the shared areas, if the level of cleaning required exceeds the norm. The University may temporarily close kitchens for cleaning.
- 65 The Student must provide and launder their own bedding, pillows, bed-linen and towels. There is a card-operated launderette on campus. The University will provide a mattress cover for the bed. With normal wear and tear, the mattress cover should last for the full letting period. If the Student's mattress cover is missing or damaged during the letting period, the University will charge the Student £10.00 for its replacement.
- 66 The Student must not decorate the accommodation or the shared areas, and must not fix anything to the walls, ceiling or floor. Posters etc. may be put up only on the notice-board provided in the accommodation.
- 67 Residents may not keep pets of any description in halls of residence or on campus. If the Student needs a trained animal to assist them with a disability, they must contact the Dyslexia and Disability Support Co-ordinator when applying for accommodation so as to make arrangements.
- 68 The Student must not bring into halls of residence or onto the campus any weapon or any item which may be construed as or used as a weapon, even if the Student has a licence for it.

- 69 The Student must not take any bicycle inside any part of halls of residence. Covered and CCTV monitored cycle storage facilities are available for the Student's use and are situated near the Trinity Building (opposite Kirkstall Hall), near the Sports Centre, and in All Saints Court.
- 70 The Student must follow all reasonable instructions issued by their Resident Mentor.
- 71 The Student may need to buy a licence if watching television on equipment that has not been provided by the University. Further information is given on the TV licensing website:

<http://www.tvlicensing.co.uk/check-if-you-need-one/for-your-home/students-aud1>

The Student will reimburse the University for any TV licensing payments it is required to make as a result of the Student's breach of this clause.

BOND (DEPOSIT)

- 72 The Student must pay the University a bond of £250.00 when accepting the offer of accommodation.
- 73 The University will hold the bond as security for the performance of the Student's obligations and the discharge of the Student's liabilities in these terms and conditions. If the Student does not comply with these terms and conditions, and that results in a loss to the University, the University may use the bond (or an appropriate amount of it) to offset that loss.
- 74 The Student will not be an assured short hold tenant whilst living at the University. The University is therefore not required to register the bond with an authorised tenancy deposit protection scheme, and will not do so.
- 75 The University will provide the Student with an invoice or statement for deductions it makes from the bond. If there is a breach of these terms and conditions, the University may (in its discretion) choose either to invoice the Student, in which case the invoice must be paid within 30 days, or make a deduction from the bond.
- 76 The University will return the bond, or any balance remaining after deductions, to the Student within 28 days of the end of the Student's accommodation agreement or, if later, within 28 days of the Student returning to the University the keys for the accommodation.

CHARGES FOR DAMAGE AND OTHER BREACHES

- 77 If the Student does not comply with these terms and conditions and, as a result, the University suffers loss, the University is entitled to claim compensation from the Student. The amount of compensation is the amount that would put the University back in the financial position it would have been in if the Student had complied.
- 78 When calculating what to claim from the Student (or how much to deduct from the bond) the University works from the following list of charges. This list is to be used as a guide only and is not exhaustive.

Reading lamp missing or broken	£97	Washbasin mirror broken	£30
Ceiling light missing or broken	£69	Toilet seat broken	£35
Door closer damaged	£81	Washbasin damaged	£187
Ceiling tiles	£93 for a box of 10	Towel rail broken	£29
Windows	from £92	Labour (per hour)	£20
Replacement carpet	in excess of £415	Bedroom repaint	£500-£650
Desk Chair	£110		

- 79 As the Student is responsible for their guests and people they invite onto campus, the Student will be liable for damage, loss or injury caused to University property or staff by such persons.

PRIVACY AND RIGHTS OF ACCESS

- 80 Provided the Student pays the charges for the accommodation and complies with their obligations in these terms and conditions, the University will not interfere with the Student's occupation and use of the accommodation except as permitted in these terms and conditions.
- 81 Normally, the University will arrange access to the accommodation with the Student (either individually, or by advertising that inspections and maintenance are due to take place in that part of halls).
- 82 The University may enter the accommodation, if it has reasonable cause to do so, without the Student's permission or advance notice. Reasonable cause includes (without limitation) emergency, health and safety concerns, concerns about the Student's welfare, reasonable suspicion the Student's breach of these terms and conditions, reasonable suspicion of the commission of a criminal offence.
- 83 Where the University needs to carry out planned maintenance or repair, the University will be entitled to enter the accommodation for that purpose but will aim to give the Student 7 days advance notice.
- 84 Where the University needs to carry out reactive maintenance or repair, the University will be entitled to enter the accommodation for that purpose but will aim to give the Student 24 hours advance notice. No notice will be given if the need for work was reported by the Student, or in an emergency.

SERVICES PROVIDED BY THE UNIVERSITY

- 85 During the letting period, the University will provide the following services to the accommodation and the building where the accommodation is situated:
- (a) Maintenance, decoration and repair of the accommodation and contents listed on the inventory (except where damage is caused by the Student's (or their visitor's) failure to behave in a tenant-like manner).
 - (b) Operation, inspection, servicing and repair of plant, machinery and equipment belonging to the University.
 - (c) Heating, lighting, electricity and water supply and an adequate supply of hot water for domestic use to the washbasins, showers and baths.
 - (d) Supply and maintenance of fire prevention, detection and safety equipment in the shared areas of halls.
 - (e) Employment of cleaning, and other staff for the day-to-day running of the halls.
 - (f) Employment of security staff, campus patrols undertaken by the security team, sash locks on ground floor rooms, either combination locks, keys, or access card entrance/exit systems to the halls and CCTV within the public areas of the halls.
 - (g) Supply, repair and when necessary replacement of litter bins in the shared areas and disposing from the site all refuse left in designated areas.
 - (h) Buildings insurance against loss or damage by fire and such other risks as the University may reasonably consider to be necessary (subject to any excesses, limitations or exclusions from cover which the University's insurer may impose).
 - (i) A term-time shuttle bus service between the University and local amenities.
 - (j) Secure bicycle parking facilities.
 - (k) such other services and works as the University may reasonably deem desirable or necessary for the benefit of the halls.
- 86 The University will provide internet access (but not computer equipment) in the accommodation. The University will provide further details of the internet provisions and available facilities to the Student on arrival.

TRAVEL AND TRANSPORT

- 87 Parking restrictions apply on campus, at all halls, and in surrounding local roads. **Resident Students are not permitted to bring cars on to campus unless they have written permission from the University.**
- 88 The University's car parking policy is available on the website at <http://www.leedstrinity.ac.uk/travelplan> . A breach of the terms of the parking policy will be treated as a breach of these terms and conditions. **The University may enforce the parking policy by means of fixed penalty notices.** The University accepts no liability for theft of or damage to vehicles whilst they are on University property.
- 89 If the Student has a motor vehicle, they must not cause an obstruction to road users or pedestrians and must observe all local restrictions regarding parking (the local authority has the power to impose fixed penalty fines for infringements).
- 90 The University provides a shuttle bus for its residents free of charge during term-time between University and local amenities, with drop off/pick-up points at Horsforth train station, local bus-stops and along Horsforth Town Street. The University may suspend the shuttle bus service if it is under-used, or due to bad weather, without liability to the Student.
- 91 The University supplies public transport passes at discounted prices (these are available from the Students Union) and has negotiated special rates for University students with a local taxi provider (these rates may vary from time to time, or be withdrawn, at the discretion of the taxi provider).

MAIL

- 92 The University does not deliver mail to the accommodation. The Student may collect mail addressed to them from the Post Room at designated times. These times are usually 1.30pm – 3pm during term time, Monday to Friday inclusive, but may vary according to staffing levels. Staff will normally ask to see proof of identity (such as student card, driving licence or passport) before handing over mail.
- 93 To avoid delays and misdirection, the Student should ensure that incoming mail addressed to them is marked 'Resident Student', and uses the correct address for the hall of residence (which will be confirmed to the Student on registration).

CANCELLATIONS AND TERMINATION

- 94 **The Student's accommodation agreement is a fixed-term contract, for the letting periods stated in the agreement. The Student is liable for all charges for the accommodation whether or not they occupy it, unless the Student validly exercises a right to cancel under these terms and conditions.**
- 95 Entitlement to refunds or release from future liability will vary depending on the circumstances of the cancellation or termination of the agreement, and are as stated in these terms and conditions.

Student's rights to cancel or terminate the accommodation agreement:

- 96 In this clause, a contract is "concluded" when the formalities which are necessary to make it legally binding have been completed. The date the Student's accommodation agreement was concluded is stated on the agreement. **The Student will be entitled to a cooling-off period if they concluded their accommodation agreement exclusively through distance communication** (in other words, without face-to-face contact with a University representative). In such cases, and only in such cases, if the Student gives the University written notice of cancellation during the cooling-off period, the Student's accommodation agreement will end when the University receives the notice. The Student will then be entitled to a full refund of all money that they have

paid towards the contract. The cooling-off period usually lasts for a full 7 working days after (and excluding) the day when the contract was concluded. The cooling-off period will be shorter than 7 working days if the University starts to provide services to the Student within that period. **Once the Student moves into the accommodation, it is too late to cancel under this clause.** There is no extra charge for concluding the contract through distance communication.

- 97 If the Student does not take up their place in halls, the University will not refund the bond (see clause 72) unless the student has notified the Accommodation Officer, in writing, at least 2 weeks before the start of the agreement. The University will refund pre-paid charges for the accommodation.
- 98 The Student may terminate their accommodation agreement before it expires if:
- (a) the Student ceases to be a registered student of Leeds Trinity University [and/or]
 - (b) the University authorises a registered student to take over the Student's liability for the accommodation and the authorised replacement enters into a contract with the University to that effect
- 99 The University will not normally authorise a replacement under clause 98 if the replacement student is already living in University accommodation or if there are other rooms available for the replacement to occupy (in other words, the Student's early termination of their contract must not cause the University any net loss).
- 100 If the Student cancels under clause 98, the Student remains liable to pay all charges for the accommodation that accrue before the replacement takes over responsibility for the accommodation. **The Student must pay the University an administration fee of £25 towards the cost of inspecting the accommodation, preparing it for the replacement occupier, and the additional administration and paperwork involved.**

If the Student cancels under clause 98, and is not able to find a replacement occupier for their room, they may still **end their accommodation agreement by giving the University written notice at least 2 weeks before the next cancellation date.** Students terminating their contracts in this way will not receive a refund. The cancellation dates are the end of each term.

University's rights to cancel or terminate the accommodation agreement

- 101 The University may terminate the Student's accommodation agreement before it expires if:
- (a) Any payment due under the agreement is overdue by 14 days or more; or
 - (b) The Student is in serious or persistent breach of any of their obligations; or
 - (c) The Student does not have status as a member of the University; or
 - (d) Use of University facilities is withdrawn from the Student as a disciplinary sanction; or
 - (e) In the reasonable opinion of the University the Student's health or behaviour is a serious risk to the Student, or other people, or to the University's or other people's property, or makes the Student unfit to be in the accommodation. Please see the 'fitness to study' procedure for more details. (<http://intranet.leedstrinity.ac.uk/intranetpages/pages/corporatedocuments.aspx>)
- 102 If the Student has not moved out of the accommodation by the end of the notice period (usually 28 days), the University may apply to court for an order for possession (eviction). If the court finds in the University's favour, it may order the Student to pay the University's costs and/or pay for any extra time the Student was in occupation.

REFUNDS AND RELEASES

- 103 Students who validly cancel their accommodation agreement under clause 96 will receive a full refund of all pre-payments and a release from all future liability.
- 104 If the Student validly cancels their accommodation agreement under clause 98, the following will apply:
- (a) the University will refund pre-payments which relate to any period during which the replacement occupier pays for the accommodation;
 - (b) the Student will be released from future liability for the accommodation from the date the replacement occupier becomes liable to pay for the accommodation;
 - (c) Refunds and releases will only be made for complete weeks (Sunday to Saturday) and the Student must pay until the end of the week (until Saturday) in which the replacement takes over or, if later, until the end of the week in which they return their keys to the University;
 - (d) Refunds and releases will be calculated on the basis that the Student agreed to pay for the accommodation for 41 weeks for 3 year courses, or 44 weeks for 2 year courses. For part-catered students only, refunds and releases will be calculated on the basis that the Student agreed to pay 39 weeks at full rate and (over Christmas and New Year) 2 weeks at retainer rate.
- 105 Students who are undertaking a placement which requires them to live away from campus may claim back expenses through the Placement Office, in line with the Student Placement Expenses Policy. This type of refund must be validated by the Student's tutor and is at the University's discretion.
- 106 The accommodation agreement constitutes a legally binding commitment by the Student to pay the accommodation charges in full for the specified letting periods. No reduction in charges or refunds will be made if the Student chooses not to occupy the accommodation whilst the agreement remains in force.
- 107 If the University terminates the accommodation agreement under clause 101 the following will apply:
- (a) The University will not refund any pre-payments to a Student who has been paying in instalments, but will release the Student from further liability for accommodation charges (but not charges for damage, cleaning, administration fees etc).
 - (b) If the Student paid in full in advance, the University may refund the Student for the period from the end of the semester in which the agreement was terminated.
 - (c) The University may deduct from any refund and/or from the bond charges payable by the student for damage, cleaning, administration fees and other breaches of the accommodation agreement.
 - (d) The University shall be entitled to wait until the Student's liability has been fully ascertained before making any refund (this may be after any required cleaning, repair or replacement has been carried out and/or after any court proceedings have been decided).

RELOCATION

- 108 Room allocation is at the University's discretion.
- 109 The University may relocate the Student to suitable alternative accommodation for any reasonable cause (e.g. health and safety concerns, anti-social behaviour, major repair, welfare recommendations from Student Support).
- 110 If the accommodation allocated to the Student is or becomes unfit or unavailable for habitation the University will provide the Student with temporary accommodation elsewhere, but where possible within the University's accommodation on campus. The following arrangements apply regarding charges:

- (a) If the fees the Student agreed to pay are higher than the normal rate for the temporary accommodation, the Student will be charged the lower amount.
 - (b) If the fees the Student agreed to pay are lower than the normal rate for the temporary accommodation, the Student will be charged the lower amount.
 - (c) If the temporary accommodation includes services in addition to those which the Student agreed to buy, the Student will receive those services at no additional cost.
 - (d) If the temporary accommodation has been arranged as a direct result of a University activity (such as a delay in the completion of new or refurbished University accommodation) then The University will provide the Student with reasonable assistance to re-locate the Student to the accommodation they agreed to buy if and when it becomes fit or available for occupation.
 - (e) Relocation expenses are at the University's discretion where the temporary accommodation had to be arranged for a reason outside the University's reasonable control.
- 111 The Student may apply to the University for a room transfer. Such transfers are at the University's discretion, and subject to availability. The University will charge the Student £25 for considering the application. If the transfer is to a room at a higher rate, the Student must pay the difference in charges before relocating. If the transfer is to a room at a lower rate, the Student may be entitled to a reduction of charges. No room move requests will be considered within the first two weeks of term.
- 112 Relocation of a University resident from one room to another shall not be treated as finding a replacement student for the purposes of taking over the Student's liability for their accommodation. A replacement must be an additional resident, so that no fewer rooms are let when the replacement takes over than before the Student left.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 113 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 these terms and conditions.
- 114 The University will not be liable to the Student for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control (for example, but not limited to: infectious disease, fire, floods, earthquake or industrial action).
- 115 The University is not liable for failure of any service provided by a third party (such as, but not limited to, electricity or internet) unless service is interrupted because it has failed to pay its bills.
- 116 With the exception of claims for death or personal injury, the University's total liability to the Student under the accommodation agreement is limited to the charges that the Student agreed to pay for the accommodation.
- 117 The University's advertising includes photographs which are typical of the accommodation on offer. The University does not guarantee or represent that the accommodation will be the same as the accommodation in any photograph.
- 118 Clause 47 excludes the University's liability for certain confiscated items and clause 121 limits the University's liability for items which the Student leaves behind at the end of their stay.

AT THE END OF THE AGREEMENT

- 119 By the time and date specified as the end of the period of residence in the accommodation agreement the Student must:
- (a) clear the accommodation and shared areas of halls of all their personal belongings, and place any rubbish in the designated collection areas; and

- (b) leave the accommodation and contents provided by the University in substantially the same condition as at the start of the period of residence; and
 - (c) return all keys and relevant paperwork for the accommodation to the University.
- 120 The University shall be entitled to charge the Student for any day or part of day that the obligations in clause 119 remain outstanding after the end of the agreement.
- 121 The University shall be entitled to remove any item which the Student leaves behind at the end of their stay and shall be under no obligation to return it unless:
- (a) the item appears to the University to have a value of at least £100.00; and
 - (b) the University is able to contact the Student within a reasonable time; and
 - (c) the Student promptly pays for postage and packing or collects the item.
- 122 The Student is not automatically entitled to extend or renew their accommodation agreement, but may apply to the University for a renewal or extension to cover any remaining period of study. The University will publicise the availability of extended or summer lettings at around the time when applications need to be made. The University does not guarantee that renewals or extensions will entitle the Student to the same room as they had previously.

FURTHER INFORMATION

- 123 If the Student has any questions on this contract or on any other accommodation matter they should contact the University's Accommodation Office on 0113 2837 112 for clarification before signing (email accommodation@leedstrinity.ac.uk).
- 124 Upon arrival the Student will be given a welcome pack which will include information on
- (a) how to get access to the accommodation if the Student loses their keys;
 - (b) cleaning schedules and your responsibilities for cleaning;
 - (c) student support services;
- 125 The University will give the Student a receipt for any property it removes from the accommodation (and it will only remove property as permitted by these terms and conditions).
- 126 Much of the information which the University must provide to the Student under the Provision of Services Regulations 2009 is given in the accommodation agreement or elsewhere in these terms and conditions. Additionally, the University hereby notifies the Student that:
- (a) The University's VAT registration number is 170 9882 32;
 - (b) The law which applies to the accommodation agreement between (1) the University and (2) the Student is the law of England and the parties agree to submit to the jurisdiction of the courts of England on all matters relating to the contract.
 - (c) University halls are in the UUK Approved Code of Practice. The code and information about it may be viewed at www.universitiesuk.ac.uk/acop and copies of the code are available from the University's accommodation office.
- 127 For the purposes of section 48 of the Landlord and Tenant Act 1987 the University's address at which notices (including notices in proceedings) may be served on it by the Student is:

Leeds Trinity University, Brownberrie Lane, Horsforth, Leeds, West Yorkshire, LS18 5HD

- 128 The Student's accommodation agreement is for a tenancy under paragraph 8 of Schedule 1 of the Housing Act 1988 and the tenancy shall not be an assured or assured short hold tenancy.
- 129 The Student's accommodation contract does not affect the University's disciplinary powers. A breach of these terms and conditions is deemed to be a breach of the University's disciplinary regulations. The University may take disciplinary action and/or legal proceedings against the Student to enforce these terms and conditions.
- 130 Notices relating to the Student's accommodation agreement must be in writing (which includes email, and notices that the University posts in halls, but not SMS) and in the English language (or accompanied by a certified English translation). Notices delivered by hand are deemed served the day after delivery. Notices delivered by post are deemed served 2 working days after posting. Notices delivered by email are deemed served on the same day as they are sent.
- 131 The Student's accommodation agreement is not intended to confer any benefit on anyone other than the University and the Student.
- 132 The accommodation agreement, these terms and conditions, University Regulations, and the terms of the University's block insurance policy contain all the terms agreed between the Student and the University at the time the accommodation agreement comes into effect. Any variation to the terms will only be effective if agreed between the Student and the University accommodation office. The accommodation office will confirm any agreed variation of the agreement to the Student in writing at the time the variation is made.

COMPLAINTS

- 133 If the Student wishes to raise a complaint about any aspect of the accommodation or the accommodation agreement, they must do so in accordance with the University's complaints procedures which are available on the University website under key documents <http://www.leedstrinity.ac.uk/about-us/governance/key-documents>
- 134 Under the UUK Code of Practice the University will report complaints made under the University's complaints procedures to the standing committee of the Universities UK/SCOP Approved Code of Practice for the Management of Student Housing. More information on the UUK Code of Practice can be obtained from the University's Accommodation Office.

DISCIPLINE

- 135 As a member of the University, the Student is subject to the University's Student Conduct and Discipline Code which is available on the University website under key documents <http://www.leedstrinity.ac.uk/about-us/governance/key-documents>
- 136 The Code has 'informal' and 'formal' levels. In addition to charging for the cost of any repair or damages, the University may impose fines of up to £200 at the 'informal' level, and may terminate a resident's accommodation contract and/or impose fines of up to £1000, at the 'formal' level.
- 137 A breach of any of the disciplinary regulations in the Code may also be treated as a breach of these terms and conditions.

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**If you sign and return the Residential Accommodation Agreement to the University,
you agree to be legally bound to comply with these Terms and Conditions.**

**If there is anything that you do not understand or wish to discuss regarding the
Residential Accommodation Agreement or these Terms and Conditions, please
contact the Accommodation Office**

0113 2837 112

accommodation@leedstrinity.ac.uk

Leeds Trinity University
Brownberrie Lane
Horsforth
Leeds
LS18 5HD



**Leeds Trinity
University**