

Residential Accommodation Agreement and Terms and Conditions 2026/2027

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. If there is anything you do not understand in the agreement, we recommend that you seek your own legal advice from a third party if required e.g. Citizens Advice, Student Union services, or 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

Introduction

Nature of Agreement

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:

1. Enter your Room at any time where reasonably required or where reasonably necessary;
2. Require you to move to a suitable alternative comparable room where reasonably required in our opinion.

Where we exercise these rights we will do so in accordance with these Ts & Cs.

Terms of Agreement

The terms of this Agreement are made up of:

1. These Ts & Cs, including schedules;
2. The Accommodation Confirmation E-Mail.

Together, these documents set out our respective rights and responsibilities.

We are committed to using reasonable endeavours to manage the Accommodation and the Residences in accordance with the Code of Practice, which is available to view at www.universitiesuk.ac.uk

Formation of Agreement

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.

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.

The following are conditions of this Licence Agreement:

1. You remain a student at Leeds Trinity University throughout the length of your stay;
2. You are not in breach of any previous Licence with us;
3. You are not in debt to the university for any previous accommodation fees;
4. You have no unspent criminal convictions; and
5. You are not committing any act of fraud or otherwise acting in an illegal way in entering into this Licence Agreement.

The university reserves the right to refuse your application for accommodation on any of these grounds.

If you move into the Accommodation before we issue an Accommodation Confirmation E-Mail you will be deemed to have accepted these Ts & Cs and entered into a legally binding contract with us. There is no right to terminate this agreement other than in line with Clause 6 of this Agreement.

Period of Residence

Unless it is specified otherwise in the Accommodation Confirmation E-Mail the Period of Residence is continuous and includes all vacation periods that fall between the start and end dates.

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.

As this is a fixed term licence, this means that the agreement does not have the legal protection set out in the Housing Act 1988 (as amended) that other residential contracts may have.

Other students living in the same Residence as you have the same rights and responsibilities as you.

Our Obligations

Our obligations under the Agreement are set out in clause 1 of these Ts & Cs. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

Your Obligations

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 & Cs which may result in us terminating the Agreement and you having to leave your Accommodation.

Changes to this Agreement

This Agreement cannot be changed without prior written agreement between you and us, with the exception of any changes as a result of government legislation.

Enquiries

If there is anything in this Agreement that you do not understand or that you wish to discuss, please contact the Accommodation Office.

Introduction

These Ts & 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 & Cs.

Within the Agreement, reference to the University, may be deemed to represent the University, its employees or approved contractors and representatives. This Agreement is being entered into by the University, with you, for the provision of Accommodation and ancillary services only.

During the period of this Agreement, the University reserves the right to appoint third parties to perform its responsibilities and/or obligations on its behalf, and where appropriate, we will communicate any such change in advance. However, we will always remain responsible to you for the actions of those third parties acting on our behalf.

By Accepting this agreement, you enter into a legally binding contract with us, which, for the Period of Residence and subject to the terms of this agreement, gives you the right to live in the Accommodation and to use the Communal Areas provided that you pay the Accommodation Fee and comply with the terms of this agreement.

[If you are under 18 at the commencement of the Period of Residence you will be asked to provide contact details of a person over 18 years; this is often a parent or guardian, but does not have to be, as long as we are satisfied that it is an appropriate person.

If someone other than you pay all or part of the Accommodation Fee to us directly, whether they are a Sponsor or otherwise, this will not reduce or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party. You must, however, provide us with written proof of that Sponsor and their agreement to pay your Accommodation Fee.]

If you do not move into the Accommodation and you have not contacted the Accommodation Office by emailing accommodation@leedstrinity.ac.uk, to arrange a late arrival then we have the right to re-let the Room. We will make reasonable efforts to contact you regarding your failure to take up occupancy in the Accommodation before re-letting the Accommodation. You will be liable to pay the Accommodation Fee from the start date specified in the Accommodation Confirmation Email to the date it is re-let. There is no guarantee it will be re-let.

1 OUR OBLIGATIONS

1.1 Services & Facilities

During the Period of Residence, we will:

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- 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.
- 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.
- 1.1.3 ensure that the Communal Areas are cleaned on a regular basis.
- 1.1.4 ensure that the fire-fighting equipment in any Communal Areas where supplied in the Accommodation, the Communal Areas or any other part of the Residence are kept repaired and in working order.
- 1.1.5 supply, repair and when necessary, replace litter bins in the Communal Areas and dispose from the site all refuse left in designated areas.
- 1.1.6 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.
- 1.1.7 provide internet/Wi-Fi access (but not computer equipment) in the Accommodation.
- 1.1.8 supply and maintain fire prevention, detection and safety equipment in the Accommodation.

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, disease and natural disasters such as earthquakes, floods, student action etc.

1.2 Insurance

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 [£10,000]. Full details of the insurance policy are available on the MyLTU App. If you are unable to access this, 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 & Cs.

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. You will need to register for this policy in order for your belongings to be covered, details will be emailed to you prior to moving in.

2 YOUR OBLIGATIONS

2.1 Accommodation Fees

- 2.1.1 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.
- 2.1.2 If the whole or any part of the Accommodation Fee remains unpaid for more than 14 days after the date that payment was due, we reserve the right to charge interest at 3% per annum above the Bank of England Base Rate for each day that the Accommodation Fee is outstanding from the date that it is due until the date of payment.
- 2.1.3 For non-payment of Accommodation Fees, we reserve the right to take legal action against you to recover the Accommodation Fees due and may lead to you being evicted from the Accommodation.

2.2 Bond Payment

- 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 £99.00.
- 2.2.2 The Bond will be held as security. If you do not comply with the Ts & 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. If the loss suffered is in excess of the Bond, we reserve the right to claim the balance from you and will invoice you accordingly.
- 2.2.3 We will be entitled, at our discretion, to draw on the Bond or issue an invoice to you at any time to:
- pay any sum which is due but unpaid by you under the Agreement.
 - make good any damage to the Room and or Communal Areas for which you are liable under the Agreement.
 - replace or repair any inventory items you have lost or damaged.



- 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 & Cs.

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, whichever is the latest date.

2.3 Inventory

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 filled in within 7 days of moving into the Accommodation. If you do not do so we shall assume that the property is in an acceptable condition. The inventory may be paper based, or online, depending on your location, further details will be provided to you on arrival at your accommodation move-in day.

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 or if you have failed to test the same. If such items are found to be unsafe you must permanently remove them from the Hall.

2.4 Using the Accommodation

- 2.4.1 You are the only person authorised to occupy the Accommodation.
- 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.
- 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 & Cs.
- 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 & Cs.

2.5 Visitors

- 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.
- 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 or your visitors.
- 2.5.3 You agree to allow Visitors (18 years and older) to stay no more than 2 nights in any 7 day period, and for no more than 2 nights in a row. A single serious breach or repeated minor breaches of this obligation may result in legal and/or disciplinary action.
- 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.
- 2.5.5 You agree to inform the Hall Resident Mentor if your Visitor is staying overnight in the Accommodation.
- 2.5.6 The university reserves the right to suspend/block the access rights to visitors at any time.
- 2.5.7 You are not allowed to give your keys/fobs to your visitors and visitors are not allowed to stay in the Accommodation without you being present.
- 2.5.8 You must ensure your visitors do not breach the terms of this Agreement or cause any damage. If they do, you may be held liable for any loss suffered.

2.6 Moving Rooms

- 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.
- 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.



- 2.6.3 You agree to pay an administration fee of up to £50 which covers our administrative expenses for arranging the room move which must be paid prior to moving.
- 2.6.4 If you are permitted to move, all the Ts & Cs will apply to the new Accommodation.
- 2.6.5 If you are under any disciplinary proceedings or owe any money for accommodation fees, a room move will not be permitted.
- 2.6.6 Keys to any new Accommodation will be released to you once the transfer has been agreed and Keys to your existing Accommodation must be returned in the agreed timeframe. Failure to return your old room keys may incur extra charges.
- 2.6.7 You are responsible for removing all personal belongings from the existing Accommodation to the new Accommodation and will be responsible for any breach of this provision and liable for losses incurred by the University as a result of your failure to remove such items.
- 2.6.8 You must leave the Accommodation in a clean and tidy condition, having removed all rubbish from the Accommodation and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence.
- 2.6.9 All Keys/other access devices must be returned to us in line with the instructions issued by the Accommodation Office.

2.7 Risk Assessments

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.

2.8 Respect for Others

- 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 and not to do anything that is likely to cause nuisance or annoyance to other residents.
- 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. A single serious breach or repeated minor breaches of noise limits may result in legal and/or disciplinary action.



- 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.
- 2.8.4 You agree not to use violence or threaten to use violence, verbally assault or harass any person.
- 2.8.5 You agree not to use the Accommodation for any criminal, immoral or illegal purpose including but not limited to selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.
- 2.8.6 You agree not to smoke, vape 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 (including vaping) or there is clear evidence that smoking (including vaping) has taken place in the Accommodation, we will take disciplinary action. Refer to the Student Conduct and Discipline Code, found on the MyLTU App. A single serious breach or repeated minor breaches of these obligations may result in legal and/or disciplinary action.
- 2.8.7 You agree not to possess, 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 Student Conduct and Discipline Code, found on the My LTU App.
- 2.8.8 You agree not to allow the frequent or persistent use of Hall facilities by non-residents.
- 2.8.9 You agree not to throw anything from the windows in the Accommodation or the Hall.
- 2.8.10 You agree to comply with the parking policy for Horsforth Campus, as amended from time to time, a current version of which may be viewed on the MyLTU App. Parking restrictions apply on Horsforth campus for all students, at all halls, and in surrounding local roads. Resident students are not permitted to park on Horsforth campus.
- 2.8.11 If you are under 18 years of age you agree not to have or consume alcohol in your Accommodation or Hall.
- 2.8.12 You agree to comply with all our Policies and regulations and the Student Conduct and Discipline Code.
- 2.8.13 You agree not to do anything which interferes with the peace, comfort or convenience of other residents, including (but not limited to) drunken, indecent, disorderly, threatening or offensive behaviour and/or language.

- 2.8.14 You agree not to bring into the Accommodation or Hall any item that may cause an obstruction, is dangerous and/or may be a fire or safety risk including, but not limited to, bicycles, e-bicycles, scooters and e-scooters.

2.9 Repairs, Maintenance and Alterations

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 & 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.

- 2.9.1 You agree to keep your Accommodation in good, clean condition at all times and remove refuse on a regular basis and place it in the designated area outside the Hall.
- 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; 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.
- 2.9.3 You agree not to remove, sell, lend, alter, damage or otherwise dispose of any furniture, equipment or curtains provided by us.
- 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 under the maintenance tab of the MyLTU App. Other than 'wear and tear', damage to items in Accommodation, including in communal spaces, may be charged for. We will seek to hold liable the person responsible for breaches of these obligations but where there is insufficient evidence to determine who is responsible for such breaches, you will be liable for a fair and proportionate cost.
- 2.9.5 Except for your own bedding, you agree not to bring soft furnishings or other furniture into the Accommodation or Hall.
- 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.
- 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.
- 2.9.8 You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation.

2.10 Safety and Security

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:

2.10.1 Electrical Appliances

You agree:

- (a) to ensure that any electrical equipment you bring into the Accommodation or Hall is appropriately tested and is safe and in sound working order and suitable for use in the UK and meets current Health & Safety standards and will not overload the wiring at the Accommodation.
- (b) to use heated cooking equipment such as, but not limited to, kettles, microwaves, rice cookers, air fryers, grills 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.
- (c) not to bring or use portable heaters of any kind, humidifiers, mains powered fairy lights, diffusers and large electrical equipment in the Accommodation or Hall.

Unless new, electrical items must be PAT (Portable Appliance Testing) tested. In the event that an item is deemed to be potentially dangerous then the resident must remove the item from the accommodation. If the item is not removed then the university retain the right to disable the equipment, such as by cutting the plug off, or to confiscate it at your cost.

2.10.2 Fire Safety

- (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 on the MyLTU App. A single serious breach or repeated minor breaches of fire safety may result in legal and/or disciplinary action.
- (b) You agree to attend any Fire Safety meetings arranged by us for your safety.
- (c) Should the fire alarm sound, you must leave the Hall immediately and go to the nearest fire assembly point.
- (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.

- (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.
- (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, any other explosive devices etc.).
- (g) No naked flames must be lit in Accommodation, including, but not limited to candles, incense, joss sticks and stoves.
- (h) If you suspect that any item of safety equipment is defective or has been used, you will promptly inform the Accommodation Office (or security staff if urgent out of hours) of this.

2.10.3 Security

You must ensure that your Accommodation and Hall are left secure at all times. This includes (but is not limited to) the following:

- (a) You must not leave your Accommodation unoccupied without ensuring you securely close your windows and lock your door.
- (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.
- (c) You should keep your key and access 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 reception/porters/security staff immediately. [A charge will be incurred for replacement keys and locks as required.]
- (d) You must not tamper with CCTV or any other security equipment. Breach of this condition may result in disciplinary action.

2.10.4 Households

- (a) When you move into your accommodation you will automatically form a new 'household' with fellow residents. In All Saints Court, Fountains Court and Trinity Close your household is defined by the flat or house that you live in. In Kirkstall Hall, the household is defined by those sharing a kitchen.
- (b) In the event of a resident within a household having to self-isolate, other householders must abide by Government and University guidance current at the time, such as suspension of visitors to the household.
- (c) Residents must ensure that communal areas of the household are kept in a reasonable condition.

2.11 Pets

You must not keep any animal, bird, reptile, insect or fish in your Accommodation or Hall. Assistance dogs are permitted with the prior approval of the Accommodation Office and Disability Services team.

2.12 Payment for loss and damage

2.12.1 You must pay for any or all loss or damage we suffer as a result of any breach of this Agreement by you, those living with you or your visitors.

2.12.2 Where any damage is caused to any shared areas in the Accommodation or the Communal Areas and those responsible cannot be identified (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you along with others a fair and reasonable proportion of the reasonable cost of making good any loss or damaged caused.

2.12.3 You will be charged for the actual cost incurred by us in replacing the item.

2.13 At the end of the Agreement

By the end of the Period of Residence you agree:

2.13.1 to move out of your Accommodation by no later than 10.00am on the last day of the Period of Residence or last day of the Agreement, if ended earlier;

2.13.2 to return all keys for the Accommodation and Hall to us. Failure to do so may result in the cost of these being taken from your Bond;

2.13.3 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;

2.13.4 to remove all your personal belongings and any rubbish 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. We do not accept any responsibility for the safekeeping of any such personal belongings left in breach of this clause.

2.13.5 If you do not leave your Accommodation by the time required in clause 2.12.1 you may be liable for additional rent for the continued use of the Accommodation. If we have to take action (which may include legal action) against you to require you to move out of the Accommodation. If the matter

reaches court, we will ask for the court to make an order in respect of our costs.

3 OUR RIGHTS

3.1 Alterations and Building Works

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 possible.

3.2 Access and Inspection

You must maintain a reasonably safe environment for employees who may have to enter the premises for any reason, such as inspection of electrical goods. 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):

- 3.2.1 inspection of the condition and state of repair of the Room;
- 3.2.2 carrying out our obligations under the Agreement;
- 3.2.3 carrying out repairs or alterations to an adjoining room or parts of the Hall;
- 3.2.4 take gas, electricity or water meter readings;
- 3.2.5 check on your welfare or the welfare of any other resident;
- 3.2.6 reasonably suspected serious breach of our Policies or the Student Conduct and Discipline of Code but not limited to illegal activity.

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, welfare concerns or suspicion of potential breach of the Student Conduct and Discipline Code. 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.

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.

We have the right to enter the Accommodation to view your Room on open days.

If you are not in the Accommodation when we call on a visit that we have either arranged in advance or which arises as a result of you having reported a repair to us, you agree that we may enter the Accommodation, using our duplicate Keys, unless you have previously informed us and proposed a reasonable alternative arrangement.

In an emergency, where we cannot gain access, we may have to force entry. In this case we will secure the Accommodation and repair any damage as a result of the forced entry. Where such forced entry is due to your breach of this Agreement, we may seek to recover from you the costs incurred as a result of that breach.

3.3 Removal of Items from the Accommodation

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.

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.

3.4 Our right to require you to relocate

We reserve the right to move you to comparable alternative accommodation in any circumstances including but not limited to the following:

- (a) If works are being carried out in the Accommodation or Hall which mean that it is not ready for occupation at the start of the Period of Residence.
- (b) If we need to carry out works during your Period of Residence which renders the Accommodation or Hall unfit for occupancy.
- (c) If we reasonably consider that we need to move you from the Accommodation to protect your well-being or the well-being of others.
- (d) for the efficiency of management of the Accommodation or Hall (e.g. where there is under occupancy of the Hall or any part of it).

If we request you to relocate under clause 3.4(a) or (b):

- (a) we will give you written notice of this and give you details of the alternative Accommodation to which you will be relocated. We will also notify you of the date on which you are to move to the alternative Accommodation and wherever possible we will give you reasonable notice of this date. Where we request you to relocate to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation notice period may be less than 24 hours;

(b) if the Accommodation Fee for the alternative Accommodation is more than the Accommodation Fee that you are paying, we will not charge you the higher Accommodation Fee;

(c) if the Accommodation Fee for the alternative Accommodation is less than the Accommodation Fee that you are paying, we will charge you the lower Accommodation Fee as from the date on which you move to the alternative Accommodation;

(d) if the alternative Accommodation is not sufficiently similar (acting reasonably), you have the right to terminate this Agreement. If you wish to exercise this right you must give the [Accommodation Office] written notice of this no later than 30 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Accommodation Fee you have paid in respect of the period after the termination date;

(e) we will pay to you any reasonable out of pocket expenses as long as prior consent to the level of cost has been agreed by the [Accommodation Office] prior to you moving to a similar alternative Accommodation;

(f) if you do not leave the Accommodation by the time required in clause (a), we may have to take action against you to require you to move out of the Accommodation (which may include legal action) and if the matter reaches Court, we will ask for the court to make an order in respect of our costs.

4 YOUR RIGHTS

4.1 Occupation

For the Period of Residence, we grant you the following rights which you may exercise in accordance with your responsibilities under this Agreement:

4.1.1 a licence to occupy the Room;

4.1.2 the non-exclusive right to use any parts of the Accommodation which do not form part of the Room;

4.1.3 the non-exclusive right to use the Communal Areas.

5 IF YOU BREACH THIS AGREEMENT

5.1 Payment for loss or damage

- 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.
- 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.
- 5.1.3 Typical charges for damage or additional cleaning may be requested from the estates department for the Horsforth Campus, or from Clarence Dock Reception for Clarence Dock Village accommodation.

5.2 The Procedure we will follow if you breach this agreement

If you or your Visitors breach the terms of this Agreement we may take action against you as set out below:

- 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 [Student Conduct and Discipline Code](#).
- 5.2.2 If you are experiencing financial difficulties you should make contact with the Finance Office immediately.
- 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.

6 TERMINATION OF THIS AGREEMENT

6.1 Your right to cancel before you take up residency (Cooling off period)

You may cancel this Agreement before you take up occupancy of the Accommodation up to 14 days after completion of your booking without losing your Bond. You may do this by contacting the Accommodation Office by email

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(accommodation@leedstrinity.ac.uk). Provided that the email notification is received within 2 weeks of signing the contract, we will return the Bond to you and release you from the agreement.

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 Residence 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 Residence, your Bond will be returned to you less an administration fee of £50.00.

If no notification is received, and you do not take up residency, your room booking will be cancelled, and your bond will be retained.

If you are a prospective first year student that does not receive your required grades for the course, or your offer is withdrawn from the university, we will release you from this Agreement and your Bond will be refunded.

6.2 Your right to terminate after you take up residency

Once you have collected your keys to the accommodation, you will be liable to pay all amounts due under your Licence Agreement, unless a replacement tenant is found for your room.

We will release you from your Licence once the replacement tenant has moved in.

You will be charged £50 to cover our costs of preparing the room for the replacement tenant.

6.3 Your other rights to terminate

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 & Cs.

You may terminate the Agreement if:

- 6.3.1 We materially breach the terms of it and such breach is not remediated within a reasonable time of it being brought to our attention.
- 6.3.2 You contact the Accommodation Office to request the right to terminate the Agreement providing no less than 4 weeks' written notice. You must fulfil all the following conditions to terminate:
 - (a) you have found a suitable replacement occupier approved by us who must be a full-time student of the University who is not already in accommodation provided by us and who enters into an Agreement to occupy the Accommodation immediately after you have left, and where no



other suitable room is available. You must pay an administration fee of not more than £50 towards the administration costs of dealing with early termination.

(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. These fees are non-refundable should you choose to cancel your contract early.

6.3.3 You withdraw from your course of study, or are withdrawn by the University and:

(a) you notify the Accommodation Office in writing that you have withdrawn and the date you intend to return the keys and vacate the Accommodation and your Agreement will be terminated from that date subject to the keys, being returned and you vacating.

(b) should you withdraw you would be expected to vacate your room within one week of your course end date. You will be charged until the end of the week in which you hand in your room keys.

6.4 Our right to terminate

We may terminate this Agreement before the Period of Residence expires under the following circumstances:

- 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.
- 6.4.2 you have committed a serious or persistent breach of these Ts & Cs [or the Policies or Student Code of Conduct] and we have followed the procedure set out in condition 5.2.
- 6.4.3 you cease to be registered and enrolled as our student/ you are withdrawn from your course
- 6.4.4 you are made bankrupt.
- 6.4.5 you have provided false, incomplete, misleading or fraudulent information or left out important information in relation to your application for accommodation and the relevant information makes you unsuitable to live in the Accommodation.
- 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.
- 6.4.7 if it is suspected you are in serious breach of the University Regulations that we reasonably consider that removal from your Accommodation is

necessary, either temporarily or permanently because we consider (acting reasonably) that your continued presence in the Accommodation, Residence or Residential Grounds may constitute a threat to life, limb or wellbeing of any person and/or may involve criminal damage/activity to property; or

- 6.4.8 if, [under the University Regulations as to the Discipline of Students], you are suspended, you may also be suspended from the Accommodation.

If we terminate this Agreement in the circumstances set out in clause 6.4 we will give you reasonable notice (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than four weeks but may be as little as twenty-four hours depending upon the reason for the termination.

The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.

If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will seek an order from the court requiring you to vacate.

If we terminate the Agreement in the circumstances set out in clause 6.4: you will cease to be responsible for the accommodation fee from the date of agreed Agreement end date or return of Keys if this is later.

7 COMPLAINTS

7.1 Complaints Procedure

- 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 [Complaints Procedure](#)
- 7.1.2 We are members of the the Universities UK/Guild HE Code of Practice for Student Housing. We will report complaints made via our complaints procedures to the standing committee of the UUK Code of Practice. Please contact the accommodation office for further information.
- 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 <http://www.oiahe.org.uk/>
- 7.1.4 If we have terminated your Agreement under the provisions of these Ts & 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.

8 OTHER MATTERS

8.1 Data Protection

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, but are not limited to, debt recovery, crime prevention and/or detection, insurance policy, the enabling of halls Wi-Fi, mail services, laundry services, allocation of rooms, providing relevant information to 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.

8.2 Liability for loss or damage

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.

8.3 Governing law and enforceability

- 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.
- 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.

8.4 Third party rights

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.

8.5 VAT

The University's VAT registration number is 170 9882 32

The Accommodation Fee is exempt from VAT but other items e.g. additional charges owing to damage etc. may be subject to VAT.

8.6 Licensor Address

For the purposes of this agreement, our address is;

Leeds Trinity University

Brownberrie Lane

Horsforth

Leeds

West Yorkshire

LS18 5HD

8.7 Guarantees of accommodation

Any guarantee given by us to allocate accommodation to you shall cease to have effect if the Agreement is terminated.

ACCOMMODATION FEE PAYMENT SCHEDULE

9 Payment of Accommodation Fees

All charges for Accommodation are subject to our Student Financial Regulations, which are available on our website [here](#).

Your Accommodation Fees must be paid either:

- 9.1 in full (i.e. in one single instalment) at the start of the Period of Residence; or
- 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.

If you do not pay your Fees by the deadline:

- 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).
- 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.

10 Sponsors

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.

11 Payment of Bond fee

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

12 Service of Notices

All letters and notices sent by us to you will be properly served if they are given to you in person or by e-mail to your University address or if they are delivered by hand, by post, or by special delivery to the address provided by you.

You agree to notify Student Records of any change to the address you provide to us when applying to us for the Accommodation (your permanent address).

You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us) in relation to the Accommodation and Residence.

Any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to Accommodation at the contact details shown on the front sheet of these Terms and Conditions of Residence.

GLOSSARY

Accommodation

Means the Room and all shared Communal Areas to which you have moved under this Agreement.

Accommodation Confirmation E-Mail

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.

Accommodation Fee

Means the charges for the occupation of the Accommodation as stated in the Accommodation Confirmation E-Mail.

Accommodation Office

Means the team within the University who co-ordinate accommodation matters.

Agreement

The accommodation agreement between You and Us, which is described in the Introduction ('Terms of this Agreement' and 'Formation of this Agreement').

Bond

Means the bond you pay at the end of the online accommodation application stage and on or before 30 June, which secures your room booking.

Communal Areas

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.

End Date

Means the date on which the Agreement ends, according to the period of residence stated in your accommodation confirmation email.

Hall

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).

Inventory

Means the list of furniture/equipment at the Accommodation which is provided to you when you arrive.

Period of Residence

Means the period starting and ending on the dates specified in the Accommodation Confirmation E-Mail.

Policies

Means the Policies that can be accessed on the myLTU App and include Student Conduct and Discipline Code, Fire Procedures, Student Financial Regulations and Insurance Policy.

Replacement Occupier

Means another registered student of the university, who has agreed to take over your contract, who is not already a resident student.

Room

Means the Room that you will occupy in the Hall as specified in the Accommodation Confirmation E-Mail.

Sponsor

Means any person or organisation who is paying all or part of your Accommodation Fee.

Student Conduct and Discipline Code

Means the University's Student Code of Conduct which is available to view on the MyLTU App.

Visitors

Means any guest invited by you or any person visiting you at the Accommodation.

We

Means Leeds Trinity University, and 'Us' and 'Our' will be interpreted accordingly.

You

Means the individual student to whom the offer of Accommodation is made, and 'Your' will be interpreted accordingly.