

Terms and Conditions of Residency 2020-21

These terms and conditions of residency form a legally binding agreement with the University

1. The meaning of key words and phrases in this Agreement

Accommodation Fee	The fee for the Room which is specified in the Room Offer and which is to be paid in advance by instalments on the Payment Dates.
Accommodation Rights	The following non-transferable rights for the Student only; to occupy the Room as a single occupant unless the University has permitted sharing; to use the Communal Areas; to use the Contents; and to receive the Services.
Communal Areas	Cluster flats: Areas used by other students in the Residence, excluding areas inside the flat, such as the kitchen and corridor, and in the grounds of the Residence where the Flat is situated (for example corridors, entrance halls, stairwells and common-rooms). These areas may be varied by the University and access to them restricted. Town Houses: Areas used by other students outside the house, and in the grounds of the Residence where the house is situated (for example gardens). These areas may be varied by the University and access to them restricted.
Contents	The equipment and furnishings in the Communal Areas and in the Room (in the case of the Room as agreed in the Inventory List).
Deposit	£300 Key and Damage Deposit.
Fixed Penalty Notice	A financial penalty notice which may be offered instead of a referral to the University disciplinary process pursuant to clause 7.4.
Guest	People invited into the Room and the Communal Areas by the Student.
Insurances	The University will insure the Residence and the University's Contents against damage and fire. The University will provide a basic insurance to a maximum of £5000.00 for some of the Student's personal possessions, subject to the Student registering with the University's Student Insurance Scheme details of which are attached and with the limitations of the insurance policy. Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you need insurance for any personal belongings that are over and above normal excesses, limitations and exclusions then you are personally responsible for taking out such insurance cover at your own cost.

Inventory List	A list of the Contents to be signed and confirmed as complete by the Student upon taking occupation of the Room.
Payment Dates	The dates for payment of instalments of the Accommodation Fee specified in the Room Offer;
Residence	The University's Hall of Residence in which the Room is located;
Residency Period	The length of time for which the Agreement with the Student to take the Room will remain in force which is specified in the Room Offer as the 'Occupancy Dates';
Room	The room specified in the Room Offer in one of the University's self-catered Halls of Residence and which is offered for single occupancy other than where the Accommodation Services have granted permission for sharing;
Room Offer	The offer for the Room sent to the Student which gives the Residency Period, the Payment Dates and the Accommodation Fee applicable to this agreement – copy to be provided;
Services	To be provided by the University; heating and lighting; firefighting equipment; hot and cold running water for normal domestic use; electricity for domestic consumption; and twice weekly cleaning of the Communal Areas. The University will not be liable for any failure or interruption to any of the services (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside its control (e.g mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary repair, replacement or maintenance).
Student	The student accepting this offer whose address is the address stated in the on-line acceptance of the Room Offer and includes the reference to 'you' in the Terms and Conditions of Residency;
University	The University of Northampton, University Drive, Northampton, NN1 5PH;
University's Regulations	The University's Policies, Regulations and Procedures listed at the end of this Agreement and which are freely available on the University's web-site.

2. The Agreement by the University to allow the Student to take up Residence

2.1 The University agrees to grant and the Student agrees to accept the Accommodation Rights for the Residency Period subject to;

- a. The terms specified in the Room Offer and these Terms and Conditions of Residency; and
- b. The Student observing the University's Regulations.

2.2 The Agreement with the University will continue for the whole of the Residency Period unless the circumstances at clause 7 apply and the Student or the University are entitled to end it. Vacating the Room does not end this Agreement. How the payment of the Accommodation Fee is treated if this

Agreement is ended before the end of the Residency Period is dealt with in clause 8.

3. The Student's Agreement to comply with the following obligations

Payments due to the University from the Student

The Student agrees:

- 3.1 To pay the Deposit which the University may use to pay any costs due to the University from the Student during or after this Agreement ends. During the Residency Period the Student shall top up the Deposit to £300 within 7 days of being told by the University it has been used.
- 3.2 To pay the Accommodation Fee in advance by either setting up an E-payment account or by lodging a Credit/Debit card number with the University against which the University shall take payment by instalments on the Payment Dates specified in the Room Offer.
- 3.3 Where for any reason the Agreement with the University commences after an instalment date(s) the appropriate instalment(s) of the Accommodation Fee will be due immediately.
- 3.4 To pay interest at the rate of 8 % on any part of the Accommodation Fee which is not paid on any Payment Date the amount of interest will be calculated from the Payment Date in question until the date the outstanding payment is paid.
- 3.5 To pay the costs of the University;
 - a. for dealing with any late payment of the Accommodation Fee, which may include the charges of any agencies dealing with the recovery of the Accommodation Fee or banks in dealing with the refusal of payment;
 - b. if the Student transfers to another Room (this is a standard cost of £50);
 - c. of repairing damage caused to the Room, the Communal Areas and the Contents caused by the Student, (which may be charged during this Agreement or after the end of this Agreement);
 - d. where the University is unable whilst acting reasonably to find out who caused any damage to the Room, the Communal Areas and the Contents, to pay a proportion of the overall cost of repairing damage caused (which may be charged during this Agreement or after the end of this Agreement);
 - e. of replacing any Contents damaged, destroyed or misplaced by the Student, (which may be charged during this Agreement or after the end of this Agreement);
 - f. in dealing with the consequences of and paying the costs and losses of the University due to a failure by the Student to observe and comply with its obligations under this Agreement including any charges made for or by emergency services (public or private).
 - g. the reasonable cost of any repairs or call out charges relating to the misuse of electrical or firefighting equipment in the Room or the Communal Areas.
- 3.6 Where entry has to be forced by the University because the Student does not comply with its obligations under this Agreement the University will take reasonable steps to secure the Room after but the cost of repairing the damage of the forced entry will be payable by the Student.

- 3.7 For the avoidance of doubt where a student has not paid the sums due to the University under this clause 3 and has accrued an unacceptable level of debt to the University as stated in the University's Student Regulations (which form part of this agreement) the matter may be dealt with by the Vice Chancellor under the University's Disciplinary Procedure. Debt may be passed to an external Debt Collection Agency if a student does not fulfil their financial obligations.
- 3.8 The Student shall indemnify the University in respect of all reasonable costs, charges and expenses, including legal and professional fees incurred by the University by reason of any breach of this Agreement by the Student.

Use of the Room and the Communal Areas

- 3.9 On taking occupation of the Room, to complete the Inventory List and return it to Student Village Reception, Waterside, within 7 days;
- 3.10 Only to use the Room as a study bedroom and the Communal Areas for their intended purpose;
- 3.11 Not to share the Room or allow any other person to occupy the Room or to transfer this Agreement. This includes giving the key/access card to another person. The key/access card should remain in your possession at all times and never be lent to another person for any amount of time. (Please see ID and Access Card Policy for further information, available on the University's website)
- 3.12 To keep the Room and the Communal Areas clean and tidy (including compliance with the University re-cycling procedures). The University may charge the Student for additional cleaning costs where the Student does not comply with this obligation.
- 3.13 Not to (or allow any Guests to) damage the Room or the Communal Areas or remove any Contents. Any disturbance, damage or unreasonable behaviour by the Guest will involve the student being held responsible for any costs incurred by the University in dealing with such matters.
- 3.14 Not to carry out any decoration, maintenance or alterations to the Room or Communal Areas.
- 3.15 Not to fix any posters, picture or other decoration to the Room or Communal Areas that causes damage to or permanently mark the decoration.
- 3.16 The University reserves the right and the Student will allow the University to inspect the Room twice a term but otherwise where the University shall be entitled to enter the Room where it has reasonable cause to do so. The Student will permit the University entry to clean and repair the Room. If following an inspection the University deems it necessary to carry out any repairs or a deep clean, the student may be asked to pay the cost of such works.
- 3.17 Where entry has to be forced by the University because the Student does not comply with its obligations under this Agreement the University will take reasonable steps to secure the Room the cost of repairing the damage of the forced entry and new lock will be payable by the Student;
- 3.18 Not to carry out any trade or business in the Room;
- 3.19 Not to bring or work on any motor vehicle or motor cycles in the Room or Residence or any of the Common Parts.

- 3.20 The Student shall not leave the Room unlocked during any period of absence. External doors to the Building and windows giving access to Communal Areas must remain locked when not in use.

Health and Safety

- 3.21 Not to misuse or tamper with any of the Contents and/or the University's fire prevention and control equipment;
- 3.22 To read and comply with the fire regulations and vacate the Room and Communal Areas immediately in an orderly fashion whenever the fire alarm is sounded;
- 3.23 Not to obstruct any fire escape routes nor prop open, or otherwise tamper with any fire doors on the premises.
- 3.24 Only to use ordinary household electrical appliances in the Room which use less than 240 volts, have a 5 amp or 1kw tolerance and are PAT tested and not to use any electrical adaptors or multi-plug. We reserve the right to remove and test any of your electrical items if we suspect they may be faulty or unsafe, if found to be so they must be removed from the property.
- 3.25 Not to keep or use any cooking equipment (including refrigerators, kettles, toasters, hot plates, fryers and the like) in the Room nor to keep or use any irons in the Room.
- 3.26 Only to cook in the kitchens in the Communal Areas and not to leave cooking unattended.
- 3.27 Not to put harmful, toxic or bulky substances into the drains;
- 3.28 To report any breakage, defect or damage promptly to 1st Degree Facilities (details on University Web site).
- 3.29 Not to bring soft furnishings (including inflatable furniture) other than bedding except with the consent of Accommodation Services and only where such furniture complies with fire safety laws and regulations.
- 3.30 Not to make any alterations to the Room or any part of it or remove/alter or damage any furniture or fittings provided by the University.
- 3.31 To behave reasonably and not do anything which may affect the University's insurance policy for the Hall.
- 3.32 Not to bring cycles of any description into the Room or the Residence nor to block any of the corridors, passages, stairs and entrances;
- 3.33 Not to smoke (including e-cigarettes) in or around the Residences.

Student's Behaviour

The Student hereby agrees:

- 3.34 To comply with the University's Regulations and the requirements of notices posted in the Common Areas by the University or circulated by email;
- 3.35 To become a registered Student within 7 days of taking up occupation in the Room;
- 3.36 Not cause any nuisance, disruption, harassment, intimidation, offence or disturbance to others nor to throw anything from the windows or balconies;

- 3.37 Not to cause unreasonable noise in or around the Room or Communal Areas, which interferes with the study, sleep, or comfort of students, staff, contractors and/or neighbours;
- 3.38 Headphones must be plugged in and used when playing a musical instrument through an amplifier, so as not to cause a disturbance to others. Where the Student does not comply with the provisions of this clause the University may enter the Room and confiscate the equipment and/or take action against the Student under the University Disciplinary Procedure;
- 3.39 Noise to be kept to a minimum during the period from 11.00pm until 8am (these times may vary during periods of assessment in which case the residents will be appropriately notified). Where the Student does not comply with the provisions of this clause the University may enter the Room and confiscate the equipment and/or take action against the Student under the University Disciplinary Procedure or otherwise;
- 3.40 Not to bring into the Room or Communal Areas;
- a. any unlawful drugs or other such substances, including substances known as legal highs and gas canisters;
 - b. firearms, airguns, explosives, including fireworks, combat knives or other weapons of any sort, kitchen knives must be kept in the kitchen, knives of any sort are not allowed to be stored within the bedroom;
 - c. laser pointers/pens;
 - d. stolen property;
 - e. animals or pets (except assistance dogs with prior permission);
 - f. Anything with a naked flame (i.e. candles), portable BBQs, or potential ignition risk (i.e. faulty electrical equipment, chip pans);
 - g. paint-ball guns and replica, ceremonial and toy weapons;
 - h. unlawful literature and materials or other materials which offend against the University's Regulations;
- 3.41 Students are responsible for their Guests and will be liable for any damage or disturbance caused by their guest(s). Students must also abide by the University's policy relating to under 18 years olds (available to read on the University's Web-site);
- 3.42 Students are permitted one overnight guest for a maximum of two consecutive nights in any seven day period; provided that they have written permission in advance from the University and must abide by the University's policy relating to overnight guests, overnight guests must be over 18 years old. (Available to read on the University's Web-site) All guests must sign in at the appropriate Security Desk and show photographic identification;
- 3.43 The University reserves the right to prohibit Guests or individual Guests from entering the Residence at any time.
- 3.44 The maximum number of guests permitted in any flat or house at any one time must not exceed the number of permanent occupants.
- 3.45 Not to bring a motor vehicle to University unless in possession of the appropriate parking permit.

3.46 Students who face disciplinary action from the University may be permanently excluded from the Halls of Residence, this includes not being granted access as the guest of another resident.

3.47 The University reserves the right to provide access to any of its accommodation to the Security Team and the Police where the University or the police have suspicion or evidence of illegal activities taking place. This includes the right to search rooms for illegal items.

3.48 The University will not tolerate any verbal/physical/mental abuse to any of its staff and will take disciplinary action where this occurs.

4. The University's obligations

4.1 The University agrees to insure the University Residence.

4.2 To provide the Services but the University shall not be liable for loss or interruption to the Services due to reasons outside its control and only once the interruption has been brought to the attention of the University.

5. The University's Right to require student to relocate

5.1 The University reserves the right to move the Student to an alternative Room and/or Residence of an equivalent standard. The Student will be given reasonable notice of this move other than in an emergency situation or where the move results from the recommendation of a Disciplinary Hearing held under the Student Regulations and/or where criminal proceedings are commenced in which case the move shall be at the University's discretion.

5.2 Where the University moves the Student to a Room which has an Accommodation Fee tariff less than the Accommodation Fee for the Room which the Student has been occupying then the University shall (subject to the Student having made the required payments of the Accommodation Fee in advance) reimburse any overpayment of the Accommodation Fee from the date the Student takes occupation of the Room to the next Payment Date.

5.3 Where the University moves the Student to a Room which is of a greater Accommodation Fee tariff than the Accommodation Fee for the Room which the Student has been occupying then the University shall not charge the Student the increased Accommodation Fee unless the move results from a Disciplinary Hearing.

6. Procedures to be followed when the Agreement comes to an end

At the end of the Residency Period or earlier where the Agreement is terminated by the Student or University;

6.1 The Student shall;

- a. vacate the Room and Communal Areas by 10.00am and remove all of his/her possessions; and
- b. leave the Room in the same condition as when the Student took up residence neat and tidy and free of damage with all appropriate Contents; and
- c. return all keys and proximity cards to the Room by 10.00am to the designated area which has been notified to students;
- d. pay the University for the cost of repairing any damage to the Room and of replacing any of the Contents which may be broken lost damaged or destroyed;

- e. pay the University £50 per day (in addition to any other costs or losses of the University) for every day it remains in occupation beyond the end of the Residency Period;
- f. pay the University the cost of replacing the door locks (£75) if the student has not returned his/her keys and proximity cards within seven days of vacating the room.
- g. provide a forwarding address in writing to the University

6.2 The University shall;

- a. repay the Deposit to the Student no later than six weeks after termination of this Agreement subject to the University having the right to deduct from the Deposit;
 - (i) any arrears of the Room Fee or any other sums due to the University; and
 - (ii) any costs of repairing damage caused to the Room, or Communal Areas and Contents caused by the Student;
 - (iii) a proportion of the cost of repairing damage to the Communal Areas and replacing any missing or damaged Contents of the Communal Areas where the University is unable to establish who caused the damage or loss; and
- b. dispose of any of the Students possessions left in the Room and Communal Areas 7 days after the Student has vacated, without responsibility to the Student for any loss.

7. Ending the Agreement before the Residency Period has come to an end

7.1 The Student may end this Agreement before the end of the Residency Period where;

- a. he/she withdraws as a registered student of the University; or
- b. another suitable student of the University enters into an Agreement to take the Room for the remainder of Residency Period; or
- c. The student has extenuating circumstances, in this event the student must provide supporting evidence in the form of a letter from a medical doctor/consultant or mental health professional. The student's circumstances must have changed significantly since moving into halls of residence. Financial reasons will not be considered under this process. The evidence provided will be assessed by a panel who will decide on a case by case basis whether release from contract is warranted. If release is granted, accommodation fees are charged either to the point where keys are returned and the room is vacated or the date that all evidence for the Mitigating Circumstances was received by the Accommodation team, whichever is the later.

7.2 The University may end this Agreement before the end of the Residency Period by giving the Student 28 days written notice at the University's Residence and/or the Students address stated in its acceptance of the Agreement and/or by email (and the Student agrees to accept service of notice by email) where the Student('s);

- a. has failed to pay (i) any overdue Accommodation Fee or (ii) other sums due under this Agreement unless the Student pays such sum before the 28 day notice period expires; or

- b. has failed to comply with its obligations under this Agreement and, if the failure can be put right, has not put right the failure after being given reasonable notice in writing by the University to do so; or
- c. ceases or fails to be registered as a student of the University; or
- d. behaviour or health in the reasonable opinion of the University is a serious risk to him/herself or other people or property; or
- e. has provided information to the University in connection with their application that is proven to be untrue, inaccurate or misleading. Or if the Student has failed to disclose relevant information that would amount to misrepresentation and we consider (acting reasonably) that the relevant information makes it unsuitable for the Student to take the Room.

7.3 In certain serious circumstances (which would include any breach of clauses 3.39 of this Agreement) the University may without giving prior notice seek to exclude the Student from the Residence and/or the University. The Student will continue to accrue rent for any period of suspension due to any serious breach of any of the terms and conditions of residency. The Student forfeits any right to the return of their deposit if they are permanently excluded from Halls of Residence under this clause and will be liable for the accommodation fees for the full term in which they are excluded. The disciplinary process can be fast tracked where a student is in serious breach of this Agreement.

7.4 Notwithstanding the provisions of clauses 7.2 and/or 7.3 above where the Student has failed to comply with their obligations under this Agreement the University may chose (at their absolute discretion) to issue a Fixed Penalty Notice or Community Service Penalty rather than enforcing the provisions of Clauses 7.2 and/or 7.3 above. In the event that the Student fails to comply with the provisions of the Fixed Penalty Notice or Community Service Penalty the University reserves the right to invoke the provision of clauses 7.2 and/or 7.3.

8. Re-payment of the Accommodation Fee where the Student or the University ends the Agreement before the Residency Period has come to an end

8.1 If this Agreement is ended by either the Student or the University before the end of the Residency Period then the University will charge a 28 day notice period, any refund due from the Accommodation Fee will be processed as soon as reasonably possible. (but this does not apply where another student is moved to the Room by the University and the University is still left with a vacant Room); except where the Agreement is ended under clause 7.3.

8.2 The University agrees to use reasonable endeavours to let the Room where the Agreement is ended by either it or the Student as soon as possible to assist the student in mitigating his/her loss.

9. Other Conditions

- 9.1 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Agreement.
- 9.2 The University is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student);
- 9.3 The University may suspend use of any Communal Areas if they are not kept clean and tidy by the students.

- 9.4 This Agreement does not affect the University's disciplinary powers.
- 9.5 The University is entitled, at the Student's expense, to remove any article which constitutes an obstruction or a fire or health or safety risk but will if requested return it to the Student at the end of the Agreement.
- 9.6 This Agreement is a Student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988 and no rights of landlord and tenant are conferred.
- 9.7 Notices to the University must be given in writing at the address on the first page of this Agreement.
- 9.8 This Agreement is not intended to confer any benefit on anyone who is not party to it.
- 9.9 Any variation to the terms of this Agreement will only be effective if agreed by Accommodation Services in writing.

Data Protection

- 9.10 As part of these terms and conditions The University will provide your contact details to the Council so that they can send you information on how to sign up to the Northampton voter register. We will also provide details of your nationality so that if you are not able to vote then you will not be contacted unnecessarily. The information shared will only be used by the Council to contact you for the purpose outlined above and you will be able to notify them if at any time you wish to opt out of receiving their correspondence. Such use of your data by the Council and the University is compliant with the UK Data Protection Act 2018, The EU General Data Protection Regulation (EU) 2016/679 and the Representation of the People Act 2000. If you have any concerns please contact: APercival@northampton.gov.uk
- 9.11 The data supplied by you as part of your agreement with the University regarding accommodation will be used for the following reasons:
- To manage your accommodation
 - To send you post
 - To be used as evidence should you breach your accommodation contract
 - Etc
- 9.12 The information will be safely stored electronically and will only be accessed by staff involved in the above outlined processes. We will not share your personal data with anyone else unless it forms part of a disciplinary or other investigation into breaches of behavior or the law. Your information will only be processed by the accommodation office for a maximum of 7 years after which it will be securely deleted from our accommodation system.
- 9.13 Such processing is in line with the legitimate interests of the University and does not have an adverse impact on your personal rights but you may raise an objection to such processing. The University is legally obliged to consider such objections and this may in certain circumstances lead to the erasure of your personal data.
- 9.14 The Student shall comply with reasonable requests from members of University staff who are carrying appropriate identification.

10. Governing Law and enforceability

10.1 This Agreement is governed by English Law and any international students should be aware that this may differ from the legal system of their home Country;

10.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

University's Regulations

- Student Regulations
- Student Disciplinary Policy
- Harassment and Bullying Policy
- Rules and regulations for the use of University of Northampton IT Services' campus facilities and systems by members of the University.
- University's Debt Management Policy;
- University's Copyright Infringement Policy.
- Sexual Violence, Misconduct and Assault Policy
- Health, Wellbeing and Fitness to Study Policy
- Student Code of Conduct and General Student Regulations.
- Withdrawal from Halls of Residence Policy
- ID and Access Card Policy

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Accommodation Services, Student Services

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