

MANCHESTER METROPOLITAN UNIVERSITY

ASSURED SHORTHOLD TENANCY

STUDENT RESIDENTIAL ACCOMMODATION TERMS AND CONDITIONS FOR 2011/2012

Booth Hall
Self Catered

17 September 2011 – 7 July 2012

THIS DOCUMENT IS IMPORTANT IT CREATES LEGALLY BINDING RIGHTS AND OBLIGATIONS

You should read carefully **ALL** of the terms and conditions of this Agreement and make sure that you understand them

BEFORE

Accepting this Agreement by confirming your Acceptance on-line

In Accepting this Agreement you agree to abide **fully** by these terms and conditions, which may **include paying for the full contractual period.**

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement or if you require this Agreement in a different format, please contact the Accommodation Office **BEFORE** Accepting this Agreement.

If you are unsure about the legal meaning or effect of any part of this Agreement, you should take legal advice from the MMunion advice centre, a solicitor, Law Centre or a Citizens Advice Bureau **BEFORE** you sign it.

WELCOME TO MMU ACCOMMODATION

We want you to enjoy living in your Accommodation.

Your Accommodation will be a Room within a shared flat or a room on a shared corridor. Your Room Number will be advised to you on your arrival at your allocated accommodation.

We believe it is important that we make it clear from the start of this Agreement what you can expect of us and in turn what we will expect from you during the Agreement.

The terms of the Agreement comprise:

1. these Terms and Conditions; and
2. the Agreement Summary.

Together, these documents set out your rights and responsibilities and our rights and responsibilities to you and you should read all of these before Accepting the Agreement.

These Terms and Conditions and the Agreement Summary contain certain words which have particular legal meanings. These words begin with capital letters so that you can immediately see them. There is a glossary at the end of these Terms and Conditions which explain the legal meaning of these words.

You must pay your Rent on time and we expect you to look after your Room and the Accommodation.

We want you to live in a peaceful neighbourhood free from anti-social behaviour and so we expect you to treat your Neighbours in the way you would like to be treated. All other students living in your Flat (where applicable) and Hall have the same rights and responsibilities as you.

We are committed to managing the Accommodation in accordance with the best practice guidelines set out by Universities UK (UUK).

These are reasonable expectations. If we fail to meet our responsibilities under this Agreement we expect you to tell us and give us the opportunity to put things right. If you fail to meet your responsibilities under the Agreement we will tell you and, unless the failure is serious, irredeemable or is persistent, we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

We feel that this firm approach is only right to ensure that all of our residents in our student accommodation can live happily in their accommodation.

The terms of this Agreement must be read alongside the University's other policies and regulations or other local policies and regulations which may be applicable to your Hall. By entering into this Agreement, you agree to be bound by those rules and regulations. Details of these rules and regulations can be found at <http://www.mmu.ac.uk/accommodation/documents/>

About the Agreement

1. **Accepting the Agreement**

- 1.1 On the date that you Accept 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 Room, to use the shared areas in the Accommodation, including the Communal Areas and the Hall Grounds.
- 1.2 If you move into the Accommodation without having Accepted the Agreement you will be deemed as having Accepted the Agreement by your actions.
- 1.3 If the Agreement has been Accepted by someone appearing to act on your behalf we shall assume that you have given that person authority to act on your behalf and therefore to Accept and will regard that Acceptance as binding on you unless you have notified us previously to the contrary.
- 1.4 If someone other than you pays all or part of the Rent to us directly, whether they are a sponsor or otherwise, we will consider this as payment from you. Payment by someone else will not diminish or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party.

2. **Nature of Agreement**

This Agreement is an assured shorthold tenancy agreement under Part I, Chapter II of the Housing Act 1988.

3. **Data protection**

- 3.1 We will comply with the Data Protection Act 1998 as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you with the reasonable cost of providing copies of the information.
- 3.2 By Accepting this Agreement you agree that all data you supplied to us when you applied for the Accommodation can be shared with third parties in accordance with the Data Protection Act 1998 and our Data Protection Policy. Examples of third parties we may need to make disclosure to are contractors employed by us to undertake services at your accommodation, your Sponsor (if you have one), the police or other public agencies.
- 3.3 We will not transfer your data to any other party than those specified in clause 3.2 and we will not transfer sensitive personal information (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

4. **Governing law and enforceability**

- 4.1 This Agreement is governed by English law which, for international students, may be different from what you are used to.
- 4.2 If any provision, or part of a provision, of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

5. **Legislation**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

6. **VAT**

At the date of this Agreement the Rent is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Agreement, for example, if there is a change in the law.

7. **Complaints**

7.1 In the event that you feel that we have not complied with this agreement, you can complain using the complaints procedure located at <http://www.mmu.ac.uk/accommodation/docs/complaints-policy.pdf>

7.2 For the avoidance of doubt if, in accordance with the provisions of this Agreement, we have terminated this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.

Our responsibilities

8. **Services & facilities**

During the Agreement we will use all reasonable endeavours to provide the services and facilities set out below. We will not be liable, however, for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence). Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials, labour disputes, student action.

8.1 We will make sure that the structure and exterior of the Hall is kept repaired.

8.2 Where applicable we will keep the Hall Grounds tidy and, as far as is reasonably practicable, free from waste or litter.

8.3 Where applicable, we will keep the footpaths in the Hall Grounds in repair and, as far as is reasonably practicable, free from obstruction.

8.4 Where such facilities are provided, the en-suite bathroom, toilet and shower facilities in the Room will be adequate and we will see that they are kept repaired and in working order.

8.5 With the exception of some catered halls, we will provide shared kitchen facilities and will provide and maintain in working order adequate facilities for the preparation, cooking and storage, (including cold storage) of food.

- 8.6 We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation and the Hall (including the Communal Areas) are kept repaired and in working order.
- 8.7 We will provide an adequate supply of hot and cold water for domestic use.
- 8.8 We will provide reasonably adequate heat to the radiators during the Period of Residence. This will mean that the heating will not be on all the time and, for example, may be turned off during the summer.
- 8.9 We will provide the Room and the shared areas in Flats with such fixtures, fittings, furniture and equipment as detailed on the Inventory. For Rooms on shared corridors details of the fixtures, fittings, furniture and equipment in the Communal Areas can be found on the website relevant to your Hall. Subject to you notifying us of any loss or repairs required, we will, within a reasonable period of time, repair or replace (where necessary) items on the Inventory (except where the loss, breakage or damage is attributable to you, the students living in the Accommodation with you or your visitors).
- 8.10 We will provide refuse bins (including repairing and replacing them when necessary) in the Room, the shared areas of the Flat, the Communal Areas (if applicable), the Hall and/or the Hall Grounds and arrange for disposal of refuse from the bin areas in the Hall or the Hall Grounds (if applicable).
- 8.11 We will make sure that the Communal Areas are kept repaired and cleaned.
- 8.12 We will make sure that the fire-fighting equipment in any shared areas of the Accommodation, the Communal Areas or any other part of the Hall are kept repaired and in working order.
- 8.13 We have arranged for an external company to provide and maintain facilities for the washing and drying of clothes in the Hall, for which there will be a separate charge levied by the external company at the point of use.
- 8.14 In some Halls we will provide and maintain a telephony service within the Accommodation. If a telephony service is provided in relation to the telephony service, you will be responsible for the cost of all telephone calls made. In order to use the telephony service, you will need to purchase a telephone credit card from the Accommodation Office and can top up the credit available on the card by acquiring further credit at the Accommodation Office.
- 8.15 We will provide and maintain an internet service within the Accommodation.
- 8.16 We will provide 24 hour on site security.
- 8.17 We will provide bicycle parking facilities and parking for vehicles for the purposes of loading and unloading (i.e. moving in).
- 8.18 We will provide a system for the storage and collection of mail, parcels and other delivered items.

9. **Insurance**

- 9.1 When you pay your Rent, we will ensure that you become a beneficiary of the University's Hall of Residence Block Insurance Policy. This provides you with basic insurance cover for your possessions, and in certain circumstances (and to a set limit) your study bedroom. Information leaflets giving details of the cover will be provided by the insurance company used by us to the Hall.

- 9.2 You will be responsible for administering any claims which arise. Prior to making any claim, you need to advise the Accommodation Office. 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 require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.

Your responsibilities

10. Registration at the University

It is a condition of your accommodation that you are a full time registered student at the University. If you withdraw from the University or suspend your studies, you must notify the Accommodation Office as soon as reasonably practicable. This is in addition to your obligation to notify your faculty or tutor.

11. Rent

- 11.1 You must pay the Rent during the Period of Residence on the dates and in accordance with the payment terms set out in this clause and in the Schedule of Payments for your Hall which can be found at <http://www.mmu.ac.uk/accommodation/documents/>.

- 11.2 Your obligation to pay the Rent on the dates set out in this clause and in the Schedule of Payments applies:

11.2.1 **WHETHER OR NOT** you move into the Accommodation; and

11.2.2 irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Rent).

- 11.3 If the whole or any part of the Rent remains unpaid in breach of the payment terms, we will:

11.3.1 charge you interest on the sum outstanding at a rate of 4% above the base rate of Lloyds TSB Bank plc for the period from and including the due date for payment to and including the date of actual payment

11.3.2 charge you £25 on each and every occasion that a cheque in payment of the Rent, or any other monies due under this Agreement is returned by our bank unpaid by way of compensation for the charge that the bank will make to us as a result of the cheque failing to clear and our administration expenses in for dealing with the fact that the cheque has been returned; and

11.3.3 charge you £15 to cover our administration expenses for each letter that we send to you, acting reasonably, chasing you for payment of any Rent arrears.

12. Inventory

You will be provided with an inventory of the fixtures, fittings and furnishings for your Room and the Flat (if the Room is in a Flat). You agree to check, sign and return the Inventory to the Accommodation Office and notify the Accommodation

Office of any discrepancies within **48 hours** of taking occupation. We will assume that the Inventory is correct if you have not responded within 48 hours.

13. Using the Accommodation

- 13.1 Only you can live in the Room.
- 13.2 You must not use the Accommodation for any other purpose than as study and living accommodation.
- 13.3 You agree not to transfer your rights under this Agreement, or sublet the Room or any part of the Accommodation.

14. Car Parking

- 14.1 If you are allocated a car parking space in accordance with Clause 14.2 below, to use it for the purpose of parking one car for personal use only and not to permit that car parking space to be used by other Tenants, visitors or guests.
- 14.2 Car parking will be allocated on a random basis. If you would like to apply for a car parking space, please access our online store when instructed to do so.

15. Visitors and guests

- 15.1 You are responsible for the behaviour of and any invited guest (whether the invitation is express or implied) in the Accommodation, the Communal Areas, the Hall, the Hall Grounds and the local neighbourhood surrounding the Hall. You must ensure that they do not break the terms of this Agreement. This includes children. If they do, you may be held responsible for any damage, undue wear and tear, or disturbance caused and you and that person could face legal action. Also, it may result in this Agreement being terminated early;
- 15.2 You agree that we may remove or exclude your invited guests from the Accommodation, the Communal Areas, the Hall and/or the Hall Grounds where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons. You also acknowledge that we or any person authorised by us shall have the right to refuse admission to any guest;
- 15.3 Where applicable for your Hall, you acknowledge that all guests must be signed in and out of the Hall and agree that you will sign them in and out before permitting entry to the Hall.
- 15.4 You agree not to allow any invited guest to stay overnight in the Room, the Communal Areas or the Accommodation unless they are properly signed in.

16. Risk assessments

You agree to comply and/or 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.

17. Respect for others

You agree to have and to show respect for other persons living and/or working in the Accommodation and/or the Hall at all times including (but not limited to): -

- 17.1 Not doing anything which causes or is likely to cause any nuisance, injury, distress or annoyance to your Neighbours, including when leaving or coming back to the Hall;

- 17.2 Not doing anything which interferes with the peace, comfort, or convenience of other students and people living in the Accommodation, the Hall, and the locality of the Hall including (but not limited to) drunken behaviour and foul abusive and/or racist language;
- 17.3 Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your Neighbours at all times. In particular, you agree not to make or allow any loud noise between **23.00 hours and 08.00 hours**. This includes any machinery, T.Vs, stereos, CD players, MP3 players, mobile phones, loudspeakers, laptops, mobile devices, musical instruments, etc. You agree to reduce the level of noise immediately if asked to do so by us;
- 17.4 Not harassing or threatening to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;
- 17.5 Not bringing into the Accommodation, the Communal Areas and/or the Hall Grounds any weapons or items of any description that are illegal or which we consider acting reasonably to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;
- 17.6 Not allowing the Accommodation, the Communal Areas and/or the Hall Grounds to be used 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;
- 17.7 Not allowing persistent use of the facilities in the Accommodation, the Communal Areas and/or the Hall Grounds by non-residents (e.g. it is not intended that your guests visit daily and use the Accommodation and/or the Hall's facilities for washing and cooking);
- 17.8 Not committing any arrestable offence or criminal act;
- 17.9 Behaving with respect and consideration towards your Neighbours, our staff, our contractors and any invited guest or visitor. This includes not removing any articles from the Accommodation, the Communal Areas or the Hall Grounds belonging to our staff or our contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others
- 17.10 Not allowing your behaviour to, in the reasonable opinion of us, to pose or to constitute a serious risk to you or Neighbours and to display such conduct or carry out such activities, as in our reasonable opinion, renders you unfit to be in occupancy or is likely to bring us into disrepute.
- 17.11 Not smoking in the Accommodation or the Communal Areas and only smoking in designated areas with the Hall Grounds or permitting any visitors to smoke. If you are caught smoking in the Accommodation or the Communal Areas we will send you a written warning and may charge you to a reasonable amount to cover our administration expenses and cleaning that we may incur. A persistent breach of this clause may result in further action being taken against you in accordance with this Agreement;
- 17.12 Not throwing anything from the balconies or windows of either the Accommodation or the Communal Areas;
- 17.13 Not putting anything harmful or which is likely to cause blockage in any pipes or drains;

- 17.14 Hold social functions/parties on the premises without the prior written consent of the Hall Manager. Any social function or parties permitted must be held strictly in accordance with this Agreement and any guidance set out in the Hall handbook.
- 17.15 Not keeping any animal of any kind within the Accommodation or the Communal Areas, or within the Hall Grounds. Assistance dogs are permitted by prior arrangement with the Accommodation Office.
- 17.16 Complying with the Student Code of Conduct which can be reviewed at <http://www.mmu.ac.uk>. **If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and a copy of the policy will be sent so that you can read it before Accepting this Agreement.**
- 17.17 Complying with the car parking rules issued by us and which can be reviewed at <http://www.mmu.ac.uk/accommodation/docs/car-parking-policy.pdf>. **If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and a copy of the policy will be sent so that you can read it before Accepting this Agreement.**
- 17.18 Failure to comply with any of the obligations set out in this Agreement may result in disciplinary proceedings and/or termination of this Agreement.
- 18. Repairs, maintenance and alterations**
- 18.1 You agree to keep the inside of the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation;
- 18.2 You agree to regularly remove rubbish from the Accommodation in a safe manner and safely place it in the designated area in either the Hall or the Hall Grounds (if applicable);
- 18.3 You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory;
- 18.4 You agree that you will not leave any personal belongings or other obstacles in the Communal Areas or the Hall Grounds and you will not make dirty or untidy the Communal Areas or the Hall Grounds. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so;
- 18.5 You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation and/or the Communal Areas. This includes not making any holes in the furniture or fabric to accommodate the wiring of your electrical appliances. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, the Communal Areas, any other part of the Hall or the Hall Grounds (if applicable). If we have to do any work arising from a breach by you of this clause, we will charge you with the reasonable cost of that work and this cost will be payable by you on demand;
- 18.6 You agree not to fit or install any satellite dish, television or radio aerial and you agree that you are responsible for obtaining and paying for any television licence that may be required for the Accommodation or the Communal Areas;

- 18.7 Save for bedding, you agree not to bring any soft furnishings or other furniture (including but not limited to inflatable furniture) into the Accommodation, the Communal Areas and/or the Hall Grounds except where you have the prior written consent of the Accommodation Office. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought in to the Accommodation Communal Areas and/or the Hall Grounds without our permission and/or which does not comply with legislation;
- 18.8 You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Hall Manager.

19. **Safety and security**

It is your responsibility to help ensure that the Accommodation and the Hall is safe and secure to live in. This includes (but is not limited to) complying with the following:

19.1 **Electrical appliances**

You agree:

- 19.1.1 to use kettles, toasters, cooking equipment, 'one cuppa' elements, rice cookers or other similar electrical cooking equipment in the shared kitchens in the Flat or in your Hall and agree not to use such items in your Room, any other part of the Accommodation and/or any other part of the Communal Areas other than set out above;
- 19.1.2 not to use heating appliances or heating equipment (including without limitation electric heaters, paraffin heaters, gas heaters or halogen heaters or lights) or sun beds in the Accommodation, Communal Areas and/or the Hall.
- 19.1.3 Not to use any methods of cooking which involves "deep fat" frying.
- 19.1.4 to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation, Communal Areas or the Hall;
- 19.1.5 to ensure that each of your own electrical appliances is fitted with the correct fuse and only one appliance is wired to one plug; and
- 19.1.6 in order to avoid the risk of electric power points being overloaded, to us:
- 19.1.6.1 in the Room, only one British Standard approved adaptor with no more than four plug sockets and a maximum 13 amp fuse; and
- 19.1.6.2 in the shared areas in the Flat or the Communal Areas only one British Standard approved adaptor with no more than four plug sockets and a maximum 13 amp fuse.

19.2 **Fire safety**

You agree to adhere to all fire regulations and respond to fire alarms including (but not limited to) the following:

- 19.2.1 if you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point;
- 19.2.2 you agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation, the Communal Areas and/or on notice boards in the Hall), evacuate the Accommodation and/or the Hall on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and contractors and the emergency services;
- 19.2.3 where we give you prior reasonable written notice that a fire safety meeting (which may include a representative from the emergency services) has been arranged and that your attendance at that meeting is compulsory, you agree that you will attend that meeting;
- 19.2.4 if you suspect that any item of safety equipment is defective or has been used, you will promptly inform the Accommodation Office of this;
- 19.2.5 you agree not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect;
- 19.2.6 you agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your Neighbours at high risk;
- 19.2.7 you agree not do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation, the Communal Areas or the Hall any flammable materials including:
- candles, incense sticks/burners or other naked flame;
 - fireworks;
 - petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous materials;
 - inflatable items (for example chairs, cushions etc);
- 19.2.8 a single serious breach or repeated minor breaches of fire safety may result in us terminating your Agreement early;
- 19.2.9 our staff carry out health & safety fire prevention checks in all Communal Areas and, if applicable, shared areas in your Accommodation including kitchens. Depending on your Accommodation, you should expect to have checks anything from once a week to once a month.
- 19.2.10 You agree that you will complete a compulsory online induction (which will include fire safety instructions and information for your Hall) prior to your move in to your Hall.

19.3 **Security**

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

- 19.3.1 keeping your key and/or electronic devices with you at all time and reporting any loss of the key and/or electronic device provided to you by us to the Accommodation Office immediately. Please note that you will be responsible for the reasonable costs of replacing any key and/or electronic device;
- 19.3.2 never marking your keys and/or electronic devices with your address, or copying your keys or giving your keys and/or electronic device to anyone else;
- 19.3.3 carrying your student identification card with you at all times, so that, when requested by a member of staff you can prove that you are in occupation in the Hall.
- 19.3.4 locking the door to your Room and/or Flat when leaving the Accommodation and ensuring that all windows in the Accommodation or Communal Areas are closed before you go out
- 19.3.5 locking any corridor and main entrance doors in the Hall when entering or leaving the Hall;
- 19.3.6 not letting anyone you do not know into the Accommodation and/or the Hall and accompanying your invited guests at all times;
- 19.3.7 being vigilant and reporting promptly any suspicious events to the police and/or to our staff.
- 19.3.8 informing the reception prior to any overnight absence from Hall during term time.

19.4 ***Compulsory Safety Lecture***

You agree that you will attend two compulsory safety lectures arranged for your Hall at the start of and during your Period of Residence.

20. **Payment for loss or damage**

- 20.1 You must pay for any or all loss or damage we suffer as a result of any breach of this Agreement by you or your visitors. This includes (but is not limited to) any costs properly incurred by us in:
 - 20.1.1 repairing any damage your visitors have caused to the Room, the Flat, the Communal Areas, the Hall and/or the Hall Grounds (if applicable),
 - 20.1.2 arranging any additional cleaning required to the Room, the Flat, the Communal Areas, the Hall and/or the Hall Grounds (if applicable);
 - 20.1.3 arranging any key or lock replacement where needed;
 - 20.1.4 collecting arrears,
 - 20.1.5 paying professional advisors; and
 - 20.1.6 pursuing any court proceedings against you.
- 20.2 Where any damage is caused to any shared areas in the Accommodation or the Communal Areas and the perpetrators cannot be identified (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair and reasonable proportion of the reasonable cost of making good any

loss or damage caused unless you can demonstrate that you were not in the Hall when the damage occurred.

20.3 Typical charges for damage and additional cleaning are attached in Schedule One. The exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases.

20.4 If for any reason you cause us to become liable for Council Tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

21. **When you leave**

21.1 You agree to vacate the Accommodation by 10am at the expiry of the Period of Residence.

21.2 At the end of the Agreement you agree to:

21.2.1 return all keys and/or electronic devices to the Accommodation Office. If keys and/or electronic devices are not returned we will have to either fit new locks or replace the electronic device and we will charge you with the full cost of this;

21.2.2 leave the Accommodation or Communal Areas in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation or Communal Areas, 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, except for fair wear and tear. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. Any of your belongings left in the Accommodation on expiry of the Period of Residence will be immediately disposed off and we may charge for the reasonable costs incurred in doing so.

21.2.3 provide the Accommodation Office with a forwarding address for you.

21.3 if you do not comply with your obligations under this clause 21 and as a result we have to clean or clear the Accommodation, we will charge you with the cost of this;

21.4 If you do not leave the Accommodation at the End Date and we have to take action (which may include legal action) against you to require you to move out of the Accommodation you agree to pay our proper and reasonable costs (including legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave.

21.5 If either you or us terminate the Agreement before the end of the Period of Residence (in accordance with clauses 28, 29 or 30):

21.5.1 you will still be obliged to pay, to the extent you have not already paid, that part of the Rent that was due to be paid before the End Date even if that sum covers a period which extends beyond the End Date; but

21.5.2 if we are able to re-let the Accommodation, we will refund any part of your Rent you have paid which corresponds to the period in which the Accommodation is re-let.

Our rights

22. **Alterations and building works**

We have the right to carry out any alterations or building works at the Accommodation, the Communal Areas, the Hall and/or within the Hall Grounds without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in the case of emergency).

23. **Access & inspection**

23.1 We have the right to enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose at reasonable hours of the day. If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours written notice (which may be by e-mail) before entering the Accommodation. In that notice we will state the time, date and purpose of the visit. Advance notice will not be given in the case of an emergency when entry may be at any time.

23.2 If you report to us the need for a repair in the Accommodation, we have the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours of the day without having given you advance notice of our visit unless, when reporting the repair, you ask us to provide you with advance notice in accordance with clause 23.1.

23.3 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 23.1) or which arises as a result of you having reported a repair to us (in accordance with 23.2), you agree that we may enter the Accommodation, using our duplicate key, unless you have previously informed the Accommodation Office and proposed a reasonable alternative arrangement.

23.4 In an emergency, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the Accommodation and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, we will charge you with the reasonable cost of having to force entry and repairing any associated damage;

23.5 If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 23.3 (because you have given us specific instructions to the contrary and you are not in when we visit), we will charge you with the cost of this. If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

23.6 Where, on any inspection of the Accommodation, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation yourself. If the Accommodation is not returned to a satisfactory condition by the time specified in the warning (and we will undertake a follow-up inspection to ascertain this), we may arrange for any necessary work to be undertaken and may charge you for the cost of us undertaking the cleaning ourselves. You will be notified of the charge that will be incurred.

24. Removal of items from Accommodation

We may remove from the Accommodation or the Communal Areas any items which we find in the Accommodation, the Communal Areas or the Hall (either used or unused) that we consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will leave a note in the Accommodation or the Communal Areas confirming that the item has been removed and who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or the Communal Areas.

25. Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

26. Right to relocate

26.1 During the Period of Residency, you may (in our absolute discretion and subject to availability) be allowed to relocate to other accommodation in which we have an interest, provided prior to the relocation:-

26.1.1 you obtain written consent from the Accommodation Office.

26.1.2 you pay us £50 as an administrative fee;

26.1.3 any outstanding debt owned by you to us is cleared.

26.2 We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to):

26.2.1 where we consider that we cannot reasonably carry out works to the Accommodation, the Communal Areas, the Hall or the Hall Grounds (whether repairs or improvements) whilst you remain in the Accommodation;

26.2.2 where the Accommodation, the Communal Areas, the Hall or the Hall Grounds is damaged and we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction).

26.3 We also reserve the right to require you to move to similar alternative accommodation where we reasonably consider, because of your behaviour or for any other reason, that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation or the Communal Areas.

26.4 If we request you to relocate:

26.4.1 we will give you written notice of this and give you details of the similar alternative accommodation to which you will be moving including information including the date on which you are to move to the similar alternative accommodation. We will give you as much notice of this date as is reasonably practicable (taking into account the circumstances).

- 26.4.2 when you are able to move back into the Accommodation, we will notify you of this and we will give you as much notice as is reasonably practicable (taking into account the circumstances) of the date on which you are to move back into the Accommodation;
 - 26.4.3 if the rent is more than the Rent that you are paying for the Accommodation, we will not charge you the higher rent and will continue to charge you the Rent;
 - 26.4.4 if the rent is less than the Rent that you are paying for the Accommodation, we will charge you the lower rent as from the date on which you move into the similar alternative accommodation;
 - 26.4.5 if the similar alternative accommodation has no catering and/or laundry facilities, we will either make appropriate alternative arrangements for the provision of such services or pay to you a reasonable daily subsistence allowance;
 - 26.4.6 if the similar alternative accommodation is not satisfactory to you (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 7 days after the date of the written notice that we have given to you under clause 26.4.1. 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 Rent you have paid in respect of the period after the termination date.
- 26.5 If you do not move out of the Accommodation in accordance with a request made by us under this clause 26, we can take legal action to require you to move out. If we have to take legal action, you agree to pay our proper and reasonable costs (including legal costs) that we incur in doing so together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to move out.

Your right to end this Agreement early

27. Right to cancel

- 27.1 Under the Distance Selling Regulations, if you Accept this Agreement by post, fax or electronic means, you may cancel the Agreement within 7 days of Accepting this Agreement provided that you give us written notice of your intention to do so within those 7 days. After that period, you do not have the right to change your mind and the Agreement is valid and you must comply with it.
- 27.2 The Distance Selling Regulations do not apply if you Accept this Agreement by signing the Agreement Summary in person at either the University's Accommodation Office or the Accommodation Office or if you are deemed to Accept this Agreement under clause 1.2. In those circumstances you will not have a right to cancel the Agreement under the Distance Selling Regulations.
- 27.3 If you cancel this Agreement under clause 27.1 we will refund your Advanced Payment of Rent and any Rent that you have paid.

28. **Right to terminate**

28.1 You may terminate this Agreement before the end of the Period of Residence if:

28.1.1 you are able to find a suitable replacement occupier (the suitability of the proposed replacement occupier will be determined by us acting reasonably) who is a registered student of the University; and

28.1.2 the suitable replacement occupier that you find is not already in University accommodation and will occupy the Accommodation immediately after you have left for the remainder of the Period of Residence.

28.2 If you terminate the Agreement under this clause, you will have to pay, in full on or **before** the End Date, **all** of the Rent due under this Agreement up to and including the End Date and any reasonable costs incurred by us in processing the request.

29. **Termination for breach**

Subject to obtaining the permission of the court to do so, we may terminate this Agreement in any of the following circumstances: -

29.1 if the Rent is not paid in full within 14 days of the date on which it should have been paid, even if it has not been formally demanded;

29.2 you break any of the conditions of this Agreement;

29.3 if you are made bankrupt;

29.4 if any of Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

30. **Termination for other reasons**

We may also terminate this Agreement by giving you not less than 28 days prior written notice in any of the following circumstances: -

30.1 if you are no longer a registered student at the University;

30.2 if any information supplied by you, or on your behalf, in connection with your application for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.

31. **Notices**

31.1 All letters and notices sent by us to you will be properly served if they are given to you in person or if they are delivered by hand, first class post, or special delivery to you at:

31.2 the Accommodation and/or;

31.3 the address you provide to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clauses 21.2.3 and 31.5.

31.4 A notice sent by the following means is to be treated as having been received

- 31.4.1 if delivered by hand, on the day of delivery; or
- 31.4.2 if sent by special or recorded delivery, on the first working day after posting or;
- 31.4.3 if sent by first class post, on the second working day after posting.
- 31.5 You agree to notify us of any change to the address you provide when applying for the Accommodation.
- 31.6 You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).
- 31.7 For the purposes of Section 48 of the Landlord and Tenant Act 1987, any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to the Accommodation Office marked for the attention of Karen Horner.

GLOSSARY

Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:

"Accept"	Means to formally accept the offer of a Room on-line or by signing a paper copy of the Agreement Summary or by moving into the Room and "Accepted" and "Accepting" are to be interpreted accordingly.
"Accommodation"	Means: <ul style="list-style-type: none"> the Room and all shared areas in the Flat or Hall; any other alternative accommodation to which we have relocated you under this Agreement
"Accommodation Office"	Means the accommodation office located on either the Crewe or Manchester campuses.
"Advanced Payment of Rent"	Means £100
"Agreement"	Means the contract between us and you relating to the Accommodation and comprising: <ul style="list-style-type: none"> the Agreement Summary; and these Terms and Conditions
"Agreement Summary"	Means that page of the online process headed "Agreement Summary" or the paper copy headed "Agreement Summary" both of which contain details of the Accommodation being offered to you, the Period of Residence and the Rent
"Code of Practice"	Means the Universities UK code of standards.
"Communal Areas"	Means all stairwells, corridors, landings and entrance halls within the Flat or Hall, shared kitchens, living areas and/or bathrooms (in those Halls with a corridor style arrangement)

but not any shared kitchens, living areas and/or bathrooms in the Accommodation.

"End Date"	Means the date on which this Agreement comes to an end irrespective of how it ended
"Flat"	If applicable, means a shared flat in the Hall within which the Room is located
"Hall"	Means the Hall of which your Room and/or Flat forms part.
"Inventory"	Means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the Hall
"Neighbours"	Means anyone residing in any adjoining/adjacent room in the Accommodation, anyone else residing in the Hall and anyone residing in the neighbourhood of the Hall
"Period of Residence"	Means the period of residence granted by this Agreement starting and ending on the dates stated in the Agreement Summary unless the Agreement ends earlier in accordance with the terms of this Agreement
"Rent"	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary
"Room"	Means the room within the Flat or the Hall, both of which will be allocated to you on your arrival at the Hall
"Sponsor"	Means any person or organisation who is paying all or part of your Rent.
"Hall Grounds"	Means the external areas of the Hall which are owned by us including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Hall
"Term"	Means one of the three terms of our academic year commencing on 19 th September 2011, 9 th January 2012 and 16 th April 2012
"Terms and Conditions"	Means this document
"Working Days"	Means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

In these terms and conditions "you" means the person signing this Agreement and "we" means Manchester Metropolitan University. The expressions "your" "our" and "us" should be read accordingly.

SCHEDULE ONE

BOOTH HALL REPLACEMENT / REDECORATION COSTS 2011-2012

Details of typical charges which you may incur are listed below. These charges are only a guideline and there may be variations depending upon the availability of replacement items and changes to suppliers. Certain charges will require confirmation, for example, where a cost is subject to an invoice, and therefore this list should be used as an indicator of the approximate cost you will be charged. Please note that this list is not exhaustive. If malicious damage occurs out of hours and an Engineer is required to attend 'call out' charges will be added.

GENERAL ITEMS		FIXTURES/FITTINGS/FABRIC	
Electric sockets	£50.00	Refill Fire Extinguisher: Water	£20.15
IT data socket	£25.00	Refill Fire Extinguisher: Powder	£18.15
Telephone socket	£25.00	Fire Blanket	£18.50
Electric heater	£120.00	Fire Signage (Per sign)	£5.00
Heater switch	£73.00	Extinguisher Tamper Alarm	£53.98
Heater Boost Switch	£92.83	Alarm Sounder	£43.98
Light switch	£50.00	Heat detector	£43.98
Light Shade	£35.00 - £50.00	Smoke Detector	£43.98
Light bulb	£50.00	Glazed Fire Door (Not with closer)	£210.10
Complete new light	£52.83 - £150.00	Fire Door Glazing	£49.75
Carpet replacement (Per sq metre)	£55.00	Dry Riser Glass	£15.95
Vinyl flooring: Altro (Per sq metre)	£51.00	Escape Route Signs-Light	£90.98
Curtains (Per metre)	£10.00	ENTRANCE/STAIRWAY	
Bedroom Window	£193.00	Carpeting – Foyer (Per Sq metre)	£30.00
Kitchen Window	£175.00	Main Block Door	£1073.00
Redecoration General (Per sq metre floor area)	£20.00	Main Block Door Handle	£41.03
Redecoration (Ceiling)	£90.00	Main Block Door Mag Lock (Full Replacement)	£230.00
Easy Chair	£121.00	Swipe card reader (Inc Labour)	£270.98
Desk / Dining Chair	£57.60	Main Flat Door & lock	£240.00
Notice Board	£60.00	Main Flat Door Closer	£110.00
STUDY BEDROOM		Flat Door Number Plate (65mm x 65mm)	£9.00
Bedroom door	£185.00	Landing Level Signage	£19.50- £43.50
Bedroom door key	£50.00	Interconnecting Flat door	£185.00
Bedroom door lock	£45.00	EN-SUITE	
Bedroom door closer	£110.00	Door	£185.00
Bedroom door Handle	£12.00	Door Handle	£12.00
Spy hole	£7.50	Door closer	£110.00
Coat hooks	£15.75	Door finger plate	£8.00
Mirror	£45.00	Vanity Light	£42.83
Desk Top	£120.00	Over sink Mirror	£26.95
Desk Top heater grill	£50.00	Hand wash basin	£125.00
Telephone	£25.00	Tap	£70.66

Book Shelves	£51.30	Plug & chain	£10.00
Metal bed frame	£174.60	Toilet	£140.00
Mattress	£90.00	Toilet Seat	£27.83
Bedside drawer unit	£99.00	Accessible room Toilet	£183.00
Wardrobe	£242.00	Accessible room Toilet seat	£54.00
Wardrobe door	£63.00	Accessible room toilet bars	£66.00
Waste paper Bin	£16.00	Toilet handle	£32.83
Under bed basket	£45.00	Shower caddy	£29.98
Redecoration	£95.00	Shower electrical unit	£108.49
Redecoration : whole room	£318.00	Shower curtain	£5.00
KITCHEN/COMMUNAL		Shower curtain pole	£15.00
Ceramic tiling	£35.00	Bathroom Bin	£16.00
Kitchen Larder Cupboard	£75.00	Towel hooks	£9.25
Kitchen drawer	£30.00	CLEANING	
Kitchen cupboard door	£55.00	Kitchen deep clean	£33.00- £148.00
Kitchen worktop	£300.00	Study Bedroom	£55.00- £110.00
Kitchen Sink	£115.00	Corridor	£55.00- £110.00
Oven	£300.00	Bathroom	£22.00- £80.00
Hob	£200.00	Rubbish removal (from)	£11.00
Extractor Fan	£73.00	Carpet shampoo	£20.00- £40.00
Freezer or Fridge	£1400.00		
Fridge, Freezer	£400.00		
Grill pan	£25.00		
Kettle	£25.00		
Microwave	£55.00		
Toaster	£12.50		
Dining Table	£120.00		
Coffee Table	£88.00		
Vacuum cleaner	£96.00		
Kitchen bin	£10.00		
Sweeping Brush	£10.00		
Dust pan & Brush	£3.00		
Ironing Board	£15.00		
Ironing Board Cover	£5.00		