

**TERMS AND CONDITIONS OF RESIDENCE**  
**("the Ts & Cs")**

**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. This means that we have the right to:

1. enter your Room at any time and for any reason (which is similar to staying in a hotel); and
2. require you to move to an alternative room (again this is similar to staying in a hotel).

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

**Terms of this Agreement**

The terms of this Agreement are contained within:

1. these Ts & Cs; and
2. the Offer E-mail.

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

**Formation of this Agreement**

This Agreement will be formed, and a legally binding contract entered into between us, when you make the Pre-Payment of Rent.

If you move into the Accommodation prior to the payment of the Pre-Payment of Rent, you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement by your action of moving into the Accommodation.

If you are under 18 when this Agreement is formed then you will be entitled to terminate the Agreement in accordance with clause 6.3.3 below when you reach 18. If you choose not to do so, the Agreement will remain legally binding upon you.

**Period of Residence**

Unless it specifies otherwise in the Offer E-mail the Period of Residence is continuous (and includes the Christmas and Easter vacation periods) but does not include the Summer vacation period. You must vacate the Accommodation and remove all of your personal possessions from it by 10:00am on the last day of the Period of Residence. Students are not permitted to remain in the Accommodation beyond 10:00am on the last day of the Period of Residence.

**Our responsibilities**

Our responsibilities are set out in clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

**Your responsibilities**

By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 (below) and include a commitment by you to comply with the Regulations and Policies. If you fail to meet these, we will tell you and (unless the failure is serious or 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 formal (including legal) action against you which may result in you having to leave your Accommodation.

**Variations to this Agreement**

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

**Enquiries**

If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Student Living Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre, the Student Union Advice Centre or solicitor.

**Glossary**

These Ts & Cs contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

1.	<b>OUR RESPONSIBILITIES</b>
1.1	<b>Services &amp; facilities</b>
1.2	<p>During the Period of Residence we will use reasonable endeavours:-</p> <p>1.2.1 to maintain the structure of the Hall and keep the Hall (including the lighting, heating and firefighting equipment within it) clean, tidy, in reasonable repair;</p> <p>1.2.2 to ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Hall are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;</p> <p>1.2.3 to provide an adequate supply of hot water for normal domestic use;</p> <p>1.2.4 to arrange for an external company to provide and maintain facilities for the washing and drying of clothes in the Hall or a reasonable alternative, for which there will be a separate charge at the point of use; and</p> <p>1.2.5 to provide and maintain an internet point within the Accommodation that provides access to the University's wi-fi system at a speed of no less than 30 mbps. We will be entitled to restrict access to the wi-fi system if you do not pay your Licence Fee in accordance with the terms of the Agreement.</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).</p>
1.3	<p>1.3.1 <b>Insurance</b></p> <p>During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.</p> <p>During the Period of Residence we will (at no additional cost to you) insure your personal belongings.. Full details of the insurance policy, including the limit of indemnity, are available at <a href="https://www.mmu.ac.uk/study/accommodation/your-contract/insurance-and-utilities">https://www.mmu.ac.uk/study/accommodation/your-contract/insurance-and-utilities</a>. If you are unable to access this web link please contact the Student Living Office before Accepting these Ts and Cs and we will send to you a copy of the policy so that you can read it before Accepting these Ts and Cs.</p> <p>Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions, you are responsible for arranging this cover at your own cost.</p>
2.	<b>YOUR RESPONSIBILITIES</b>
2.1	<b>Licence Fee</b>
	<p>2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.</p> <p>2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If the whole or any part of the Licence Fee remains unpaid for more than 14 days in breach of the payment terms set out in Schedule 1 we will charge you interest at 3% above the base rate of the Bank of England on any sum that has been outstanding after having become due.</p> <p>2.1.4 If someone other than you pays all or part of the Licence Fee to us directly (eg a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.</p>
2.2	<b>Pre-Payment of Rent</b>
	<p>2.2.1 We will offset the Pre-Payment of Rent against the Licence Fee that is payable as follows:-</p> <p>(a) if you pay the Licence Fee in full in accordance with paragraph 10.1.1 of Schedule 1 of these Ts &amp; Cs, the Pre-Payment of Rent will be offset against the single instalment that is payable; and</p> <p>(b) if you pay the Licence Fee in instalments in accordance with paragraphs 10.1.2 to 10.1.3 (inclusive) of Schedule 1 of these Ts &amp; Cs, the Pre-Payment of Rent will be offset in full against the Licence Fee on the date that this Agreement is formed and each instalment of the Licence Fee that is payable will be reduced proportionately by an equal amount.</p>
2.3	<b>Inventory</b>
	<p>You agree to complete and submit your Inventory and notify your Hall reception of any discrepancies as soon as possible and in any event within 7 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.</p>

2.4	<b>Using the Accommodation</b>
	<p>2.4.1 You are the only person authorised to occupy the Accommodation.</p> <p>2.4.2 You must not use the Accommodation for any other purpose than as living accommodation (eg you must not run a business from the Accommodation).</p> <p>2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clause 2.5.2 (Visitors)), allow anyone else to live in or use the Accommodation.</p> <p>2.4.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 3.2 below.</p>
2.5	<b>Visitors</b>
	<p>2.5.1 You are responsible for the behaviour of your Visitors. All Visitors must sign in at the Halls Reception. Any Visitors behaving in breach of the terms of this Agreement will be in breach of this Agreement.</p> <p>2.5.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Hall where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p> <p>2.5.3 You agree not to allow more than one adult Visitor (18 years and older) to stay overnight and they are only permitted to stay overnight for a maximum of two consecutive nights or three non- consecutive nights in any 14 day period.</p> <p>2.5.4 Should you wish to have visitors stay longer than stated in clause 2.5.3 permission must be obtained from the Hall Manager at least 3 working days prior to the date of their stay.</p> <p>2.5.5 Visitors are only permitted provided that this does not annoy other occupants of the Hall or disrupt study by other occupants of the Accommodation or Hall. We reserve the right to prohibit visitors if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Hall and/or to safeguard our property or in accordance with government guidance or requirements.</p>
2.6	<b>Moving rooms</b>
	Written approval must be received from the Student Living Office prior to any room move. An administration fee of £50 will be charged. Consent will not be granted if your account is in arrears. If you are permitted to move, all the terms and conditions of this Agreement will apply to the new Accommodation. We reserve the right to move you to an alternative room in accordance with clause 3.4.
2.7	<b>Risk assessments / PEEP</b>
	You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a Personal Emergency Evacuation Plan (PEEP) and/or risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Hall.
2.8	<b>Respect for others</b>
	You agree to comply with all Student Living Policies and Regulations. In the event of any contradiction between the Policies/Regulations and the Ts & Cs, the Policies and Regulations will take precedence.
2.9	<b>Repairs, maintenance and alterations</b>
	<p>You agree:-</p> <p>2.9.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Hall;</p> <p>2.9.2 not to make any alterations to or damage the Accommodation or Hall (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect);</p> <p>2.9.3 except for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Hall except where the Student Living Office has given prior written consent (acting reasonably). 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 into the Accommodation without our permission and/or which does not comply with legislation;</p> <p>2.9.4 not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty, unsafe or untidy. You will be charged for any removal or additional cleaning incurred; and</p> <p>2.9.5 not to put anything which is likely to cause damage or a blockage in any pipes or drains at the Hall.</p>
2.10	<b>Safety and security</b>
	<p>It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:</p> <p>2.10.1 <b>Electrical appliances</b></p> <p>You agree:</p>

	<p>(a) only to use the cooking and/or other electrical kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in the Accommodation</p> <p>(b) not to bring any electrical equipment into the Accommodation or Hall except for items that comply with the Electrical Safety Policy; and</p> <p>(c) to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards. Any items you bring into the Accommodation must comply with the Electrical Safety Policy.</p> <p><b>2.10.2 Fire Safety</b></p> <p>You agree to adhere to the fire safety section in the Student Code of Conduct including responding to fire alarms and evacuation procedures which are displayed in the Accommodation.</p> <p><b>2.10.3 Security</b></p> <p>You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):</p> <p>(a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you;</p> <p>(b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;</p> <p>(c) locking the door to your Accommodation together with any corridor/main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;</p> <p>(d) immediately reporting any loss of your key, key fob or key card to the Hall Reception. Charges will be made for any costs incurred to fit new locks or replace the key fob or key card based on the reasonable replacement cost; and</p> <p>(e) not letting anyone you do not know into the Hall and accompanying your Visitors at all times.</p>
2.11	<b>Pets</b>
	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. Assistance Dogs are permitted with the prior approval of the Student Living Office (not to be unreasonably withheld).
2.12	<b>At the end of the Agreement</b>
	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>2.12.2 to return all keys, key fobs or key cards to your Hall reception. Charges will be made for any costs incurred to fit new locks or replace the key fob or key card; and</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and in the same condition as at the start of the Period of Residence, fair wear and tear excepted. Charges for rubbish removal will apply. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a seven days to collect them. If you do not collect your belongings within that period, you agree that we can dispose of those belongings.</p>
3.	<b>OUR RIGHTS</b>
3.1	<b>Alterations and building works</b>
	We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.
3.2	<b>Access &amp; inspection</b>
	<p>As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice.</p> <p>In most instances (out of courtesy only and not because we are legally obliged to do so), we will enter the Accommodation during the day giving reasonable prior written notice (poster, text or email) of our intention to enter.</p> <p>If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present then we will let ourselves into the Accommodation using our master key.</p>
3.3	<b>Removal of items from the Accommodation</b>
	3.3.1 You shall not keep and we may remove from the Accommodation or Hall any items which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance. If we remove an item, we will notify you of this and how to reclaim the item. You will not be able, however, to take the item back into the Accommodation or Hall.

	<p>3.3.2 You shall not keep and we may remove from the Accommodation or Hall any (i) illegal items or (ii) drugs or any substances that have a similar effect to illegal drugs, including but not limited to, the substances commonly referred to as “club drugs” and “new psychoactive substances (NPS)” and any items used in administering these drugs or substances that belong to you or your Visitors without prior warning. If we remove an item, we will notify you of this and we may dispose of any items or substances removed under this clause appropriately and without further notice.</p>
3.4	<p><b>Our right to require you to relocate</b></p>
	<p>3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances including, but not limited to, the following:-</p> <ul style="list-style-type: none"> <li>(a) if works are being carried out to the Accommodation, which mean that it is not ready for occupation at the commencement of the Period of Residence;</li> <li>(b) for reasonable management reasons (eg where we consider, acting reasonably, that we need to carry out works to the Accommodation or Hall, that the Accommodation or Hall is unfit for occupation, or where the Period of Residence includes the Christmas and/or Easter vacation and the Hall is not fully occupied during the vacation);</li> <li>(c) where we reasonably consider that, because of your behaviour, 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</li> <li>(d) where you are in breach of the terms of this Agreement</li> </ul> <p>3.4.2 If we request you to relocate in accordance with Clause 3.4.1(a), 3.4.1(b) or 3.4.1(c) (only):</p> <ul style="list-style-type: none"> <li>(a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. The notice period may be as little as 24 hours;</li> <li>(b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement by giving the Student Living 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 (a). The Agreement will then end on a date 7 days after your notice to terminate was received, or such other date as you may agree with the Student Living Office (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date and the Pre-Payment of Rent;</li> <li>(c) where you can produce a valid receipt, we will pay to you any reasonable expenses (eg travel costs) directly incurred by your move to the alternative accommodation, provided that the level of expenditure has been approved by us (acting reasonably) in advance.</li> </ul> <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to do so.</p>
4.	<p><b>YOUR RIGHTS</b></p>
4.1	<p><b>Occupation</b></p>
4.2	<p>For the Period of Residence, we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-</p> <ul style="list-style-type: none"> <li>4.2.1 a licence to occupy the Room;</li> <li>4.2.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts and Communal Areas within the Accommodation which do not form part of the Room.</li> </ul>
5.	<p><b>IF YOU BREACH THIS AGREEMENT</b></p>
5.1	<p><b>Payment for loss or damage</b></p>
	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or your Visitors. This includes (but is not limited to), additional cleaning, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to vacate in accordance with the terms of this Agreement.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you did not contribute to the damage which occurred.</p> <p>5.1.3 Typical charges for damage and additional cleaning can be accessed at <a href="https://www.mmu.ac.uk/study/accommodation/terms-and-conditions">https://www.mmu.ac.uk/study/accommodation/terms-and-conditions</a>. The exact amount will depend on the individual case and could exceed the maximum sum shown.</p>

6.	<b>TERMINATION OF THIS AGREEMENT</b>
6.1	<b>Automatic termination of this Agreement before you take up occupation</b>
	<p>6.1.1 This Agreement will terminate automatically prior to you taking up occupation of the Accommodation upon any of the following events (each being an “Automatic Termination Event”) occurring:</p> <ul style="list-style-type: none"> <li>(a) if by the date on which the Period of Residence commences you have not met the required entry criteria for study set out in the terms of your offer of a place to study at the University and we have not (otherwise than through the clearing process) offered you a place to study on the same or an alternative course of study;</li> <li>(b) you have not accepted or confirmed your offer to study at the University by the first day of the Autumn Term</li> <li>(c) if you are an international student and you fail to provide us with satisfactory evidence that you have obtained your UK entry visa by the date on which the Period of Residence commences;</li> <li>(d) if you meet the required entry criteria for study set out in the terms of your offer of a place to study at the University but you apply to the University prior to the date on which the Period of Residence commences to defer your place at the University until the following academic year;</li> </ul> <p>6.1.2 We will write to you within 28 days of any Automatic Termination Event occurring to confirm that this Agreement has terminated.</p> <p>6.1.3 If this Agreement terminates upon the occurrence of an Automatic Termination Event:</p> <ul style="list-style-type: none"> <li>(a) you will not be permitted to take up occupation of your Accommodation;</li> <li>(b) where the Automatic Termination Event occurs on or before [31 August 2021], subject to you providing details of your nominated bank account, being a bank account within the UK, we will return the Pre-Payment of Rent to you in full within 28 days of termination of this Agreement; and</li> <li>(c) where the Automatic Termination Event occurs on or after [1 September 2021] the Pre-Payment of Rent will not be returned to you.</li> </ul>
6.2	<b>Accommodation if you enter the clearing process, are offered an alternative course of study or you defer your place</b>
	<p>6.2.1 For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>(a) if you are unsuccessful in meeting the required entry criteria for study set out in the terms of your offer of a place to study at the University and you enter the clearing process at the University, your student accommodation Agreement will terminate automatically under clause 6.1.1(a) and the remaining provisions of clause 6.1 will apply. If you subsequently obtain a place to study at the University through the clearing process you may make a fresh application for a place in student accommodation at the University.</li> <li>(b) If you are unsuccessful in meeting the required entry criteria for study set out in the terms of your offer of a place to study at the University but you are offered a place to study on the same course or an alternative course by us otherwise than through the clearing process, this Agreement will remain in place and will not terminate automatically under clause 6.1. If you decide not to take up the alternative place or course offered by the University you may exercise your termination rights under clause 6.5 and we may exercise our termination rights under clause 6.7. In these circumstances you will remain liable for sums due under this Agreement to the extent set out in those clauses.</li> <li>(c) If you meet the required entry criteria for study set out in the terms of your offer of a place to study at the University but you apply to defer your place at the University until the following academic year: <ul style="list-style-type: none"> <li>(i) where you apply to the University before the date on which the Period of Residence commences to defer your place this Agreement will terminate automatically under clause 6.1.1(d) and the remaining provisions of clause 6.1 will apply;</li> <li>(ii) where you apply to the University on or after the date on which the Period of Residence commences to defer your place, this Agreement will not terminate automatically under clause 6.1 but you may exercise your termination rights under clause 6.5 and we may exercise our termination rights under clause 6.7. In these circumstances you will remain liable for sums due under this Agreement to the extent set out in those clauses.</li> </ul> </li> </ul>

6.3	<b>Your right to terminate before [31st July 2020]</b>
	<p>6.3.1 You may terminate this Agreement before you take up occupation of the Accommodation by selecting the 'Cancel' option via the Online Application Process. The online notification that you intend to terminate this Agreement must be received by [31<sup>st</sup> July 2021].</p> <p>6.3.2 If your online notification to terminate this Agreement is received by [31<sup>st</sup> July 2021] and before you take occupation of the Room, we will return the Pre-Payment of Rent to you in full within 28 days of your online notification (provided you have provided us with details of your nominated UK bank account).</p> <p>6.3.3 If you are a current or new student and wish to cancel your Accommodation place you must terminate this Agreement by [31<sup>st</sup> July 2021]. Otherwise, you will not be entitled to a refund of your Pre-Payment of Rent and may be liable for further sums due under the Agreement in accordance with clause 6.5. Please refer to the Cancellation and Refund policy for further information and other possible scenarios: <a href="http://www2.mmu.ac.uk/accommodation/contract-information/policies/">http://www2.mmu.ac.uk/accommodation/contract-information/policies/</a></p>
6.4	<b>Our right to terminate before you take occupation</b>
	<p>If you owe us any money in connection with any previous University accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Pre-Payment of Rent and/or Licence Fee that you have paid under this Agreement (provided you have provided us with details of your nominated UK bank account)</p>
6.5	<b>Your other rights to terminate</b>
	<p>6.5.1 You may terminate this Agreement if you:</p> <p>6.5.2 Contact the Student Living Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy <u>all</u> of the following conditions:</p> <ul style="list-style-type: none"> <li>(a) a suitable replacement occupier approved by us (acting reasonably) who is not already in accommodation provided by us is found and enters into an agreement with us to occupy the Accommodation immediately after the End Date;</li> <li>(b) (save where we determine, acting reasonably that there are mitigating circumstances which mean that you should not be liable to do so) you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.</li> </ul> <p>6.5.3 Withdraw from your course of study and you satisfy the following conditions:</p> <ul style="list-style-type: none"> <li>(a) you give to the Student Living Office not less than four weeks written notice of your intention to terminate this Agreement specifying the End Date;</li> <li>(b) you enclose with your notice a copy of our official withdrawal/interruption of studies form issued by the relevant faculty office; and</li> <li>(c) (save where we determine, acting reasonably that there are mitigating circumstances which mean that you are not liable to do so) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.</li> </ul> <p>6.5.4 Are under 18 when the Agreement is formed and:</p> <ul style="list-style-type: none"> <li>(a) within two weeks after your 18<sup>th</sup> birthday you give to the Student Living Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and</li> <li>(b) (save where we determine, acting reasonably that there are mitigating circumstances which mean that you are not liable to do so) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date and any other sums that are outstanding under this Agreement.</li> </ul> <p>6.5.5 All Agreement termination requests should be sent in writing to <a href="mailto:accommodation@mmu.ac.uk">accommodation@mmu.ac.uk</a> stating your full name, ID number and reason for cancellation. The cancellation and refund policy can be found at <a href="http://www2.mmu.ac.uk/accommodation/contract-information/policies/">http://www2.mmu.ac.uk/accommodation/contract-information/policies/</a>.</p> <p>6.5.6 If you terminate this Agreement under this clause and you move out of the Accommodation by the End Date, subject to you providing details of your nominated UK bank account, we will refund any Licence Fee that you have paid in respect of the period after the End Date, minus a £50 administration charge.</p>
6.6	<b>Our right to terminate if you have breached the Ts &amp; Cs</b>
	<p>6.6.1 We may terminate this Agreement in any of the following circumstances:-</p> <ul style="list-style-type: none"> <li>(a) if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more;</li> <li>(b) where you have committed a serious breach or have persistently breached the conditions of this Agreement and, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your</li> </ul>

	<p>obligations in clauses 2.8, 2.10.2, and 2.11 as a serious breach of this Agreement and if you or one of your Visitors, breaches any of these clauses we may terminate this Agreement); or</p> <p>(c) if you are made bankrupt.</p> <p>and if we terminate this Agreement in accordance with this clause 6.6 we will be entitled to withhold your Pre-Payment of Rent and you will remain liable to pay any amounts due under this Agreement (unless the University concludes, acting reasonably, that extenuating circumstances apply) until a suitable replacement occupier for the Room has been found.</p>
6.7	<p><b>Our right to terminate for other reasons</b></p>
	<p>6.7.1 We may also terminate this Agreement by giving you not less than 4 weeks written notice if we consider that:-</p> <p>(a) we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;</p> <p>(b) you have not enrolled onto a course of study at the University by [30 September 2021] or at any time you are no longer pursuing a course of study with University; or</p> <p>(c) any information supplied by you, or on your behalf, in connection with your application to us 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.</p> <p>6.7.2 We may terminate this Agreement by giving you no less than 24 hours' notice, if we consider that</p> <p>(a) because of your behaviour it is necessary to move you from the Accommodation;</p> <p>(b) because of any reason other than the reason outlined at Clause 6.7.2 (eg insect infestation or an infectious disease);</p> <p>(c) to protect your well-being or the well-being of others or to prevent damage to the Accommodation.</p>
6.8	<p><b>Effect if we terminate the Agreement</b></p>
	<p>6.8.1 If we terminate the Agreement in the circumstances set out in clauses 6.6 or 6.7, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you or your Visitors.</p> <p>6.8.2 If we terminate this Agreement in the circumstances set out in clauses 6.7.1(a) or 6.7.2, you will still be responsible for payment of the Licence Fee up to and including the date of termination only. Provided that you vacate the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the date of termination.</p> <p>6.8.3 If we terminate the Agreement in the circumstances set out in clauses 6.6.1, 6.7.1(b), 6.7.1(c) or 6.7.2, you will still be obliged to pay Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.8.4 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, regardless of whether you are appealing this decision, we may take legal action in order to obtain a court order requiring you to vacate.</p>
7.	<p><b>COMPLAINTS</b></p>
7.1	<p><b>Procedure</b></p>
	<p>If you feel that we have not fulfilled our obligations under this Agreement you should in the first instance, discuss this with the Hall Manager or the Student Living Office. If you are not happy with the outcome and wish to pursue your complaint further or appeal any decision made, you should do so in accordance with the complaints procedure which can be reviewed at <a href="https://www2.mmu.ac.uk/accommodation/contract-information/policies/">https://www2.mmu.ac.uk/accommodation/contract-information/policies/</a>. If you are unable to access this web link, please contact the Student Living Office before Accepting these Ts &amp; Cs and we will send to you a copy of the document so that you can read it before Accepting these Ts &amp; Cs .</p>



8.	<b>APPEALS</b>
8.1	<b>Procedure</b>
	If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision by writing to the Head of Residential & Conference Services within 10 Working Days of you being notified of the decision. The Head of Residential & Conference Services will consider your letter and decide whether to uphold or amend the decision. The Head of Residential & Conference Services will write to you, normally within 10 Working Days, notifying you of the decision made. If your complaint refers to an action taken under the Student Code of Conduct, please follow the appeals procedure found therein.
9.	<b>OTHER MATTERS</b>
9.1	<b>Notices</b>
	<p>9.1.1 In the case of all letters and notices sent under the terms of or in accordance with the provisions of this Agreement these need to be sent as follows (in order for the letters or notices to be deemed to be received):</p> <ul style="list-style-type: none"> <li>(a) us to you will be properly served if they are delivered to you by hand, first class post, e-mail to your University e-mail account or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 9.1.3);</li> <li>(b) you to us will be properly served if sent to us (by first class post or special delivery) at the Student Living Office marked for the attention of the Head of Residential &amp; Conference Services or by e-mail to accommodation@mmu.ac.uk.</li> </ul> <p>9.1.2 A notice sent by the following means is to be treated as having been received:</p> <ul style="list-style-type: none"> <li>(a) if delivered by hand, on the day of delivery; or</li> <li>(b) if sent by first class post or special delivery, on the first Working Day after posting; or</li> <li>(c) if sent by e-mail, 24 hours after sending.</li> </ul> <p>9.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting a student information point or the Student Living Office.</p> <p>9.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (ie not us).</p>
9.2	<b>Data Protection</b>
	<p>9.2.1 By Accepting this Agreement, you agree that we may process data relating to you for the purpose of: (i) administering this Agreement (which may include sending communications to you and/or processing any payments made by you); (ii) to provide education and support services; (iii) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime; and (iv) as otherwise permitted by the Data Protection Act 1998. Our processing of personal data may include “sensitive personal data” relating to you. Under the Data Protection Act 1998, “sensitive personal data” includes (but is not limited to) information about:</p> <ul style="list-style-type: none"> <li>(a) your racial or ethnic origin</li> <li>(b) your political opinions</li> <li>(c) your physical or mental health or condition: and</li> <li>(d) the commission or alleged commission of any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.</li> </ul> <p>9.2.2 We may share your personal data (including sensitive personal data) with the owner of the Accommodation (if not us) and our/the owner’s contractors appointed in connection with this Agreement or the Accommodation.</p> <p>9.2.3 We, the owner of the Accommodation (if not us) and our/the owner’s contractors may share the personal data (including sensitive personal data) with each other, with your Sponsor (if you have one), with the police or other regulatory authorities, and/or with other organisations as may be permitted or required by law.</p> <p>9.2.4 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 for the reasonable cost of providing copies of such information. Any questions, comments or requests regarding the processing of your personal data should be sent to <a href="mailto:igincident@mmu.ac.uk">igincident@mmu.ac.uk</a>.</p>
9.3	<b>Liability for loss or damage</b>

	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.
9.4	<b>Governing law and enforceability</b>
	9.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country. 9.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.
9.5	<b>Legislation</b>
	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. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9.6	<b>VAT</b>
	At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.
9.7	<b>Council tax</b>
	If for any reason you become or 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 pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).
9.8	<b>Guarantees of accommodation</b>
	Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated.
9.9	<b>COVID-19</b>
	9.9.1 You agree during the Licence Period: <ul style="list-style-type: none"> <li>(a) To follow any applicable Government guidance about social distancing and social isolation;</li> <li>(b) To respect the safety of the University's staff and other people living in Hall by making every reasonable effort to minimise the risk of the spread of COVID-19;</li> <li>(c) To abide by the obligations or procedures relating to COVID-19 which are set out in the Student Code of Conduct, the Regulations or the Policies (including any supplements) or which are notified to you by the University from time to time ;</li> <li>(d) To follow any special procedures relating to living in the Hall which you are notified about, including instructions provided on posters;</li> <li>(e) To follow any reasonable instructions given by a member of University or the Managing Agent's staff relating to how to practice social distancing or self-isolation in the Hall.</li> </ul> 9.9.2 We agree: <ul style="list-style-type: none"> <li>(a) To make sure that the risk of the spread of COVID-19 in Hall is regularly assessed;</li> <li>(b) To make reasonable efforts to frequently clean and/or disinfect the common parts such as bannisters and door handles;</li> <li>(c) To make reasonable endeavours to ensure that the University's staff and other people who live in Hall abide by the latest social distancing advice.</li> </ul> 9.9.3 Where we have agreed to provide cleaning in the Accommodation you agree that where any circumstances arise beyond our control which are in any way connected to the COVID-19 outbreak which make it impossible, or contrary

to any law or official guidance to continue to clean the Hall, we may suspend the cleaning service, and you shall not be entitled to any reduction of the Licence Fee.

9.9.4 In addition to your rights under these T's and C's, and where applicable, we aim to provide you with other support services including pastoral support and other facilities while you occupy the Room at no additional cost to you. These additional services may be disrupted due to COVID-19 and you acknowledge that we are entitled to withdraw such gratuitous additional services at any time.

9.9.5 In the unlikely event that the University has to suspend the right to occupy the Room due to circumstances in any way connected to COVID-19 and provided that you give up occupation of the Room the University will reduce the Licence Fee by a sum equal to the proportion of the Licence Period during which both the right to occupy the Room is suspended and you have given up occupation of the Room. You agree that in these circumstances you will not be entitled to claim any additional costs for alternative accommodation or moving costs from the University.

## SCHEDULE 1

### 10. Payment of Licence Fee

10.1 Your Licence Fee must be paid either:

10.1.1 in full, (ie in one single instalment) by credit/debit card (in accordance with paragraph 10.3 below) when completing Stage 3 of the Online Application Process; or

10.1.2 in termly instalments by recurring credit/debit card payments (in accordance with paragraph 10.3 below) or by direct debit (in accordance with paragraph 10.4 below) on the instalment dates set out at Stage 3 of the Online Application Process; or

10.1.3 (if you are an international student and you are unable to pay using the methods set out at 10.1.1 and 10.1.2 of this Schedule 1) using Flywire when completing Stage 3 of the Online Application Process.

10.2 You can elect what payment method you prefer by selecting the appropriate option when completing Stage 3 of the Online Application Process.

10.3 If you wish to pay the Licence Fee by credit or debit card, you can do so online via our secure payment website which you can access when completing Stage 3 of the Online Application Process. Please note that American Express cards and Diner cards will not be accepted.

10.4 If you have elected to pay the Licence Fee by direct debit you may set up the direct debit mandate when completing Stage 3 of the Online Application Process. You must set up the direct debit mandate 10 days in advance of your contract start date. Please note that a direct debit can only be set up from UK bank current accounts and not savings or deposit accounts.

10.5 If you have elected to pay by direct debit, payment will be taken from your bank account in October, January and April on the dates indicated at Stage 3 of the Online Application Process.

10.6 If you have elected to pay the Licence Fee in one single instalment, payment must be received when you complete Stage 3 of the Online Application Process.

### 11. 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 same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

### 12. Payment of Pre-Payment of Rent

12.1 The Pre-Payment of Rent must be paid at Stage 2 of the Online Application Process by credit/debit card (note that American Express cards and Diner cards will not be accepted).

## GLOSSARY

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

### Accept

Means to formally accept these Ts & Cs by clicking [ "I Agree" ] at Stage 2 of the Online Application Process and making payment of the Pre-Payment of Rent. "Accepted" and "Accepting" are to be interpreted accordingly.

If you move into the Accommodation without formally accepting these Ts & Cs you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.

### **Accommodation**

Means the Room (which in the case of a shared flat/townhouse, includes all shared areas in that flat/townhouse) or any alternative accommodation to which you have moved under this Agreement.

### **Agreement**

Means the contract between us relating to the Accommodation, which will be formed when you make the Pre-Payment of Rent, the terms of which are contained within:

1. these Ts & Cs; and
2. the Offer E-mail.

### **Pre-Payment of Rent**

Means the £200 sum payable when completing Stage 2 of the Online Application Process.

### **Assistance Dog**

Means any assistance dog, including a service dog and a working dog.

### **Communal Areas**

Means all stairwells, corridors, landings and entrance halls within the Hall, any shared kitchens and/or bathrooms in the Hall or other areas that we designate as common areas.

### **Offer E-mail**

Means the e-mail that you will receive from the Student Living Office providing details of your proposed Accommodation, Licence Fee and Period of Residence following provision of these T's and C's.

### **Covid-19**

Means the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)

### **Electrical Safety Policy**

Means the electrical safety policy, which is accessible at <https://www2.mmu.ac.uk/accommodation/contract-information/policies/>

If you are unable to access this web link please contact the Student Living Office before Accepting these Ts & Cs and we will send to you a copy of the policy so that you can read it before Accepting these Ts & Cs.

### **End Date**

Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence.

### **Hall**

Means the specific hall named in the Offer E-mail together with any external areas of the hall which are owned by us (eg car parks, roads or gardens which adjoin the hall).

### **Hall Manager**

Means the person named in the Hall handbook as the Hall Manager or any person appointed to that role throughout the Period of Residence.

### **Inventory**

Means the list of furniture and equipment provided at the start of the licence.

### **Licence Fee**

Means the charges for your occupation of the Accommodation as stated in the Offer E-mail.

## Online Application Process

Means the Online Application Process made up of three stages, as set out below.

At stage 1 of the Online Application Process ("**Stage 1**") you are required to register your personal details with us through the University accommodation website.

At stage 2 of the Online Application Process ("**Stage 2**") you will be required to Accept these Ts & Cs and pay the Pre-Payment of Rent.

At stage 3 of the Online Application Process ("**Stage 3**") you will be required to pay the Licence Fee (or confirm to us the method that you will use to pay the Licence Fee) in accordance with Schedule 1.

Further details of the Online Application Process and each of its stages can be found at <http://www2.mmu.ac.uk/accommodation/how-to-apply/>

## Period of Residence

Means the period starting and ending on the dates specified in the Offer E-mail (unless the Agreement ends earlier in accordance with the terms of this Agreement), which for the avoidance of doubt will include the Christmas and Easter vacation, but not the Summer vacation.

## Policies

Means the policies which can be accessed via:-

<https://www2.mmu.ac.uk/accommodation/contract-information/policies/>

If you are unable to access this web link please contact the Student Living Office before Accepting these Ts & Cs and we will send to you a copy of the policies so that you can read these before Accepting these Ts & Cs .

## Pre-Payment of Rent

Means the pre-payment of rent as specified in the Offer E-mail.

## Regulations

Means the University regulations which can be accessed via:-

[http://www.mmu.ac.uk/academic/casqe/regulations/docs/policies\\_regulations.pdf](http://www.mmu.ac.uk/academic/casqe/regulations/docs/policies_regulations.pdf)

If you are unable to access this web link please contact the Student Living Office before Accepting these Ts & Cs and we will send to you a copy of the policies so that you can read these before Accepting these Ts & Cs.

## Room

Means the room that you will occupy at the Hall.

## Sponsor

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

## Student Code of Conduct

Means the University's student code of conduct which is available at <https://www.mmu.ac.uk/student-case-management/guidance-for-students/student-code-of-conduct/>

If you are unable to access this web link please contact the Student Living Office before Accepting these Ts & Cs and we will send to you a copy of the policy so that you can read it before Accepting these Ts & Cs .

## Student Living Office

Means the team within the University who manages the Hall.

## University

Means Manchester Metropolitan University of All Saints Building, All Saints, Manchester, M15 6BH

## Visitors

Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.

## Working Day

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 the "Licensor" as set out in the Offer E-mail. The expressions "your" "our" and "us" should be read accordingly.