

Licence Agreement

Student Accommodation **2020 - 2021**

Fixed Term Licence Agreement

This Licence Agreement creates legally binding obligations between you, the Student, and Edge Hill University. The Student and the University are the parties to this Agreement.

Please read the Agreement carefully and make sure you understand, and agree to its terms, before you sign.

This is Edge Hill University's standard document and changes to the terms and conditions will not be accepted.

This Licence Agreement is governed by English law, which international students may find quite different to the law that applies in their own country. Please take advice before signing.

This Agreement comes into effect when it has been signed by the Student and signed and dated by the University.

Accommodation	means a single study bedroom in the Residence indicated on the front cover of this Licence Agreement and allocated to the Student by the University
Accommodation Contents	means the fixtures, fittings and equipment in the Accommodation which are listed on the inventory provided by the University on arrival
Agreement	means this Licence Agreement
The A-Z of Living in Halls	means the University's information booklet relating to Halls of Residence, a copy of which is available in each bedroom and online at http://bit.ly/azhalls
Common Parts	means any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation including halls, corridors, staircases, lifts, and landings within the Residence

Contents	means the Accommodation Contents and Residence Contents
Deposit	means £150.00
Licence	means the legal way of allowing the Student to occupy the Accommodation
Overnight Policy	for further information, please click on the following link https://www.edgehill.ac.uk/student-services/accommodation/living-in-halls/
Parties	the Parties to this Licence Agreement are Edge Hill University and the Student named in this Agreement
Payment Dates	Unless specified otherwise: 1. Payment made in full within 5 working days of signing the Licence Agreement qualify for a 5% discount of the Residence Fee; or 2. Payments made in three equal instalments by setting up a recurring card payment to be scheduled on the following dates: Autumn Term 14/10/2020 Spring Term 06/01/2021 Summer Term 14/04/2021
Period of Residence	means the period of time you are allowed to occupy the Accommodation, starting on [[Assignment.List.RoomManagementMoveIn]] and ending at 10.00 on [[Assignment.List.RoomManagementMoveOut]]
Residence	is the Hall of Residence as indicated on the front cover of the Licence Agreement
Residence Contents	means the fixtures, fittings and equipment in the Residence
Residence Fee	the annual amount of payment for occupying the Accommodation and Residence, and which is indicated on the front cover of the Licence Agreement payable in advance, either in full or by instalments, on or before the Payment Dates. •
Rights	means the right to • occupy the Accommodation; • use the Contents; • use the Common Parts; and use the Services

Services	means: <ul style="list-style-type: none"> • repair of the Residence • lighting and heating the Residence • providing hot and cold running water to the Residence • providing an electricity supply to the Residence • disposal of rubbish deposited in proper receptacles • providing a catered allowance for an agreed period, if the Student is in a catered hall
Student	means the person indicated on the front cover of this Licence Agreement
University	means Edge Hill University

Agreement

This Agreement is a Licence Agreement. It is not intended to create a relationship of Landlord and Tenant between the Parties and does not give you exclusive possession of the Accommodation. The Student is not entitled to any Assured, Assured Shorthold, or any other tenancy nor to any statutory security of tenure upon termination of the Licence Agreement. The University grants the Rights to the Student for the Period of Residence in accordance with the conditions set out in this Licence Agreement.

1. Student’s Obligations

The Student agrees:

- 1.1 to pay the Deposit within 5 working days of signing the Licence Agreement unless specified otherwise;
- 1.2 to either pay the Residence Fee in full or set up a recurring card payment to pay in instalments within 5 working days of signing the Licence Agreement unless specified otherwise;
- 1.3 failure to comply with 1.1 and 1.2 are serious breaches of this Licence Agreement and will result in termination of this Licence in accordance with paragraph 4.2;
- 1.4 to check the Accommodation and report any discrepancy, using the online Room Inventory Form, to the University Facilities Management staff within seven days of the start of the Period of Residence;
- 1.5 that the University is not liable for any discrepancies in Accommodation Contents notified after seven days of the start of the Period of Residence;
- 1.6 to keep the Accommodation, the Accommodation Contents and, jointly with other students the Residence Contents and the Common Parts, in a clean and tidy condition and not to damage them and to leave them clear and free from rubbish;

- 1.7 to allow the University, at reasonable times after normally giving 24 hours' notice, to enter the Accommodation for the purpose of viewing, inspection, cleaning, maintenance, repair or otherwise in performance of its duties or obligations;
- 1.8 to allow the University to enter the Accommodation without notice in an emergency or where the need for repair was reported by the Student;
- 1.9 that an "emergency" includes but is not limited to:
- (i) suspected illness of the occupant
 - (ii) situations where the University has reasonable grounds to suspect there has been a serious breach of the Student's obligations under this Licence Agreement which affects the safety or wellbeing of the Student or other residents
 - (iii) a maintenance or repair emergency affecting the safety or wellbeing of the Student or other residents;
- 1.10 to leave the Accommodation for a reasonable period where there is an emergency to allow University Accommodation, Facilities Management or Campus Support staff to carry out inspection duties, service or repair;
- 1.11 to comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property;
- 1.12 to comply with the requirements of the Student Regulations, Student Disciplinary Regulations, the A-Z of Living in Halls and all other University regulations, policies, procedures, guidance and codes of practice as may be in force during the Period of Residence. Documents are available via <https://www.edgehill.ac.uk/documents/collection/student-terms-and-conditions/>
- 1.13 to report to Facilities Management, as directed in the A-Z of Living in Halls any damage or want of repair at the Accommodation or Residence or any failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it;
- 1.14 to pay for damage or loss in accordance with the 'Tariff of Student Damage Charges' as displayed online:
<https://go.edgehill.ac.uk/pages/viewpage.action?spaceKey=fm&title=Damage+Deposit>

- 1.15 to pay a fair and reasonable proportion of the cost of repairing damage or reinstating loss occurring at the Accommodation or Residence where it is not possible for the University to ascertain who is at fault;
- 1.16 that the Student is not required to contribute to loss or damage which, in the University's reasonable opinion, has been caused by an intruder, provided that the Student has complied with his/her obligations in this Agreement relating to University security;
- 1.17 to send promptly to the University a copy of any communication the Student receives which is likely to affect the Accommodation or Residence;
- 1.18 to refrain from altering, adding to or doing anything which may cause damage to the electrical installation or equipment in the Residence or which may be a fire risk or in any other way put the health and safety or security of others or the University's or other people's property at risk;
- 1.19 to refrain from smoking including e-cigarettes, and to prohibit a visitor from smoking inside or within 5 meters of the entrance of the Accommodation or Residence;
- 1.20 not to bring firearms or any other offensive weapon into the Accommodation or Residence;
- 1.21 that unless the Student has obtained prior written permission in accordance with 1.22 below, the presence, possession, ownership or keeping of the following items is **strictly prohibited** in **all** University owned or let premises, grounds, car parks, University Campus or any other building owned or occupied by the University:
- (i) firearms or shot guns, including air pistols, air rifles and spring-loaded guns;
 - (ii) this prohibition also applies to any firearms owned or possessed by virtue of a firearm or shot gun certificate and any lock fast gun cabinet;
 - (iii) laser pointers, pyrotechnics, fireworks, flares or any other weapon including catapults, knives and replica weapons, archery equipment, fencing foils or other swords;
 - (iv) any offensive weapon, or part or parts of any weapon, firearm or air gun, or any bullet, pellet or other projectile which can be discharged from any of the aforementioned weapons;

(v) hoverboards or Segways; and

(vi) drones or any unmanned aerial vehicle.

1.22 to obtain prior written permission in respect of 1.21 above by writing to the Director of Student Services and Director of Facilities Management and whether or not an item is deemed to be a gun or other weapon is at the discretion of the Director of Student Services or his/her nominated representative;

1.23 not to do the following:

- a) interfere with the electrical installations in the Residence or use any equipment which is likely to overload the electrical circuits;
- b) not to put anything harmful, or which is likely to cause blockage, in any pipes or drains;
- c) prepare and cook food other than in the kitchen;
- d) use a deep-fat fryer, including using a saucepan or chip-pan in a similar manner, anywhere in the Residence;
- e) smoke on any University property save as permitted by any smoking policy in force (from time to time);
- f) allow naked flames (including candles, burners or incense sticks), fireworks or sparklers (including indoor sparklers) anywhere in the Residence;
- g) barbecue except at organised and approved events (approval for such events must be sought from the Director of Facilities Management);
- h) climb on to the roof of the Residence or any other University building (these are highly susceptible to damage and involve costly repair procedures);
- i) use the Accommodation or Residence for any illegal purpose;
- j) generate levels of noise whether in the Accommodation, Communal Areas or in the grounds around the Residence of a level that may disturb other residents; and in particular you must not generate any noise that may be heard in any other residents' rooms between 23:00 and 08:00;
- k) be violent or abusive or act in an intimidating manner, or threaten to do so, nor harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- l) store rubbish other than in proper receptacles that are emptied regularly;

- 1.24 not to bring any motor car or motor cycle onto the campus except for arrival and departures days. (Any student with a disability and/or placement requirement who wishes to bring a car should apply in the first instance to <https://www.edgehill.ac.uk/fm/parking-and-travel>). For further information please see the University's Parking Policy (<https://www.edgehill.ac.uk/documents/files/car-parking-policy.pdf>);
- 1.25 not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Common Parts, the Residence or the Contents;
- 1.26 save in relation to 1.27 below, not to bring additional furniture, including items such as fridges and cookers, into the Residence. Kettles and toasters are permitted but must only be used in designated kitchens and subject to the University's guidance set out in the A-Z of Living in Halls;
- 1.27 that where the Student needs to keep medication refrigerated, they must apply, in writing, to the Head of Accommodation Services for written permission to keep a fridge in their Accommodation;
- 1.28 to use the Accommodation for the sole purpose as a study bedroom;
- 1.29 not to share the Accommodation or sub-let it or transfer occupancy to any person;
- 1.30 not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others, either inside the Residence or outside the Residence;
- 1.31 not to add to or change the telephone services or the information technology services installation or supply to the Accommodation;
- 1.32 not to bring into the Residence any animal unless it is an aid for a person with a disability;
- 1.33 to notify the University if the Student needs an assistance animal at the Residence so that the University can make any adjustments needed to accommodate it;
- 1.34 to take proper care and control of assistance animals and to be responsible for any damage or nuisance which an assistance animal causes;

- 1.35 not to cause any obstruction of the Common Parts;
- 1.36 that where the Student becomes aware of damage to the Residence, caused by an intruder, the Student will report it to the University as soon as is reasonably practicable and in any event within 48 hours of becoming aware of the damage;
- 1.37 to pay council tax for the Accommodation if at any time the Student is not exempt and to reimburse the University for any council tax it must pay for the Residence as a result of the Student failing to maintain his/her exemption;
- 1.38 not to try to access or use Common Parts of the campus and facilities when they could reasonably be considered closed;
- 1.39 to comply with the University's Overnight Policy in relation to visitors staying overnight in the Accommodation; <https://www.edgehill.ac.uk/student-services/accommodation/living-in-halls>
- 1.40 to notify the University immediately of any pending or actual criminal proceedings faced by the Student.

2. University's Obligations

The University agrees:

- 2.1 to provide the Services;
- 2.2 to give the Student at least 24 hours' notice prior to entering the Accommodation, except in the case of an emergency, planned fire drills, for reported repairs, for reading meters or as otherwise provided for in Clause 1.7 to 1.10 above;
- 2.3 not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods;

- 2.4 not to disclose personal information obtained from the Student except as permitted by clause 3.3 of this Licence Agreement or where there is serious risk of harm to the Student, to others or to the University's or another person's property;
- 2.5 to comply with the provisions of the UUK Accommodation Code of Practice;
- 2.6 to give a receipt for any of the Student's property which is confiscated under the terms of this Licence Agreement;
- 2.7 to ensure its staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carry, and allow the Student to inspect, appropriate identification documents;
- 2.8 to maintain any kitchen facilities in the Common Parts in good order and repair, and keep any equipment there in proper working order;
- 2.9 to ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence;
- 2.10 to display the 'Tariff of Student Damage Charges' online:
<https://go.edgehill.ac.uk/pages/viewpage.action?spaceKey=fm&title=Damage+Deposit> ;
- 2.11 The University shall not be held liable for the interruption or withdrawal of any of the above services or facilities. In case of interruption, the University agrees to use its reasonable endeavours to reinstate the service or facility as soon as is reasonably possible and minimise any disruption caused to Students.

3. Other conditions

3.1	<p>Where a student resides in a catered hall, the catering allowance of £42.00 per week will be added to the Student's Unicond except for the following period:</p> <ul style="list-style-type: none">i. Christmas vacation: From Saturday 19th December 2020 to Saturday 2nd January 2021ii. Easter vacation: From Sunday 28th March 2021 to Sunday 11th April 2021
3.2	<p>The Student is responsible for the conduct of any invited visitor(s);</p>
3.3	<p>The Student authorises the University to use his/her personal data for all lawful purposes in connection with this Licence Agreement including, but not limited to:</p> <ul style="list-style-type: none">(i) debt recovery;(ii) crime prevention;(iii) allocating rooms;(iv) where there is a serious risk of harm to the Student, to others or to the University's or others' property; and(v) all matters arising from the Student's membership of the University;
3.4	<p>The Student agrees that any information in connection with their wellbeing may be shared with the wider Student Services Team and that Student Services may then contact the Student to offer support;</p>
3.5	<p>The University's liability for loss or damage to a person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Licence Agreement;</p>
3.6	<p>Personal belongings left at the Residence are left at the Student's own risk;</p>
3.7	<p>The University is not liable to repair any damage to University property caused by the Student unless the cost is met by the Student. This clause does not apply where the University has an overriding statutory obligation to effect repairs to make the Residence safe;</p>
3.8	<p>The University may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them;</p>

3.9	The University is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction, a fire risk or a risk to health and safety. The University will, if requested, return the article to the Student on the termination of this Licence Agreement;
3.10	The University is entitled to remove any item left in the Residence by the Student at the end of the Period of Residence and the Student will be charged for the removal. The University is not obliged to return the item to the Student;
3.11	This Licence Agreement is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988 but operates as a licence where the Residence is designated for sharing, and is shared, with another student;
3.12	Notices under this Licence Agreement must be in writing and the University's address for service is given on the first page of this Licence Agreement. Written notice can be served by email, fax or post;
3.13	This Licence Agreement is not intended to confer any benefit to anyone who is not a party to it;
3.14	This Licence Agreement contains all the terms agreed between the University and the Student at the time the Licence Agreement comes into effect and any variation to the terms will only be effective if agreed between the Student and the Head of Accommodation Services;
3.15	The University continually strives to enhance the services and facilities available to students and in doing so there may be some building work in the vicinity of Halls of Residence. The University will ensure that any disruption to students is kept to a minimum having regard to the nature of the works undertaken whilst this building work is completed.

4. Termination of this Licence Agreement

- 4.1 Unless the Student has made arrangements with the University for late arrival, this Licence Agreement will automatically terminate if the Student has not taken up residence within 4 days of the start of the Period of Residence and the Student will be liable for the Residence Fee

up to and including that date;

4.2 The University may terminate this Licence Agreement at any time by serving 28 days' notice in writing on the Student if:

(i) the Student is in serious or persistent breach of any of the Student's obligations;

(ii) the Student does not have status as a registered Student of the University which includes a Student taking an interruption of studies;

(iii) in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or other people's property;

(iv) the Accommodation, or access to it, is damaged to the extent that it is not fit for habitation;

(v) action is taken in relation to the matters referred to in clause 7.7 of this Agreement;

4.3 The Student may only terminate this Licence Agreement in accordance with this clause, and will remain liable for the Residence Fee until:

(i) the Student has given 28 days written notice to the University's Head of Accommodation Services that s/he wishes to leave. Written notice can be served via the online Accommodation portal; and

(ii) the Student makes payment to the University in respect of any breach of the Student's obligations in this Licence Agreement; and

(iii) the University may agree to the Student putting right any breach of his/her obligations under this Licence Agreement, provided the student does so to the reasonable satisfaction of the University.

4.4 In relation to 4.3 above, the University will assist the Student in finding a replacement but does not guarantee it will be able to find one;

- 4.5 Clause 4.3(ii) above does not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the University's obligations in this Licence Agreement;
- 4.6 For the avoidance of doubt, the University will make vacated rooms available to other students for room exchanges, but room exchanges will not be treated as replacements and refunds of any Residence Fee will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University;
- 4.7 If this Licence Agreement is terminated early by either the University or the Student the University will refund a fair proportion of any pre-paid Residence Fee or Deposit after making any proper deductions to cover its losses. Payment will be made as soon as possible after the termination becomes effective but any pre-paid Residence Fee will only be refunded for the period where the void in the Residence, caused by the Student's early departure, has been filled and there is no loss to the University;
- 4.8 Students who vacate their room earlier than the end of the Period of Residence on the Licence Agreement because examinations have finished, formal teaching has ended or for other reasons, will not be released from their Licence Agreements until the end of the Period of Residence and will not qualify for a refund of any Residence Fee;
- 4.9 Students who vacate their rooms early as described in clause 4.8, may request a final room inspection from Facilities Management, prior to their early departure. As Students may return to their room any time until the end of their Licence Agreement, the Student remains responsible for the condition of their room, which must be kept locked at all times, until the end of their Licence Agreement;
- 4.10 If, after the end of this Licence Agreement and after room inspection, damage is discovered or additional cleaning is required, the Student will be charged for the cost of repairing the damage or carrying out the additional cleaning. If the Student has completed a final room inspection with Facilities Management staff, the Student must allow the University to enter the Accommodation for the purpose of viewing during publicised Open Day events. The University will give 24 hours notice of such viewings;
- 4.11 If a Student formally withdraws from study, his/her liability for the Residence Fee continues for a period of 28 days from the date of receipt of formal notification of withdrawal by the Accommodation Office. Formal notification of withdrawal should be submitted via the Accommodation portal. If the room is let to an eligible and acceptable Student of the University, who is not already a party to a Licence Agreement within the liability for the remaining Residence Fee will cease the day the room is re-let. Arrangements need to be made

to clear any outstanding Residence Fee. Where the Residence Fee is paid in advance, a proportion of the Residence Fee will be returned, based on the Period of Residence remaining after the date of termination;

- 4.12 If the University accepts receipt of Accommodation keys while there is an unexpired Period of Residence, it does not mean the Agreement is terminated.

5 Relocation

- 5.1 The University has the right to relocate the Student during the Period of Residence where:

- (i) it is reasonable to do so; and
- (ii) providing the University relocates the Student to comparable alternative University accommodation;

- 5.2 Where the University relocates the Student because the Student is in breach of one or more of their obligations under this Licence Agreement, or where the relocation is made at the Student's request, the Student must pay the University a transfer fee of £25.00 to cover administration and cleaning costs. If two students directly swap rooms a single charge of £25.00 will be split between them;

6. Deposit

- 6.1 The Deposit is security for any loss, damage or breakage caused by you or those for whom you are responsible or by you failing to comply with the obligations of the Licence Agreement and the A-Z of Living in Halls.

- 6.2 For loss, damage or breakage (whether deliberate or not) caused or attributed to you, the University will send you an invoice for the relevant charges. The invoice will be payable within 14 days. The University may, but is not obliged to, set the charge against your deposit. Where the loss, damage or breakage in or around the Residence cannot be attributed to an individual it will be charged equally among the occupants of the Residence.

- 6.3 The University may choose to deduct any charge levied under this Agreement from your Deposit.
- 6.4 If the University chooses to deduct any charge from your Deposit, then you must pay to the University enough to bring the Deposit back up to its full amount within 14 days.
- 6.5 As soon as reasonably practical after the Period of Residence ends the University will repay the balance of the Deposit to the original person who made the payment without interest. However, the University may first deduct any outstanding Residence Fee, costs, expenses and charges due from you under this Agreement. If such costs, expenses, fees and charges exceed the balance of the deposit, then you must pay the balance due to the University within 14 days of being asked to do so.

7. Key information, cancellation rights and additional charges

- 7.1 The name of the supplier of the Accommodation is Edge Hill University and its contact details are:

Accommodation Team
Student Services, Catalyst
Edge Hill University
St Helens Road
Ormskirk
Lancashire
L39 4QP.

Tel: 01695 65 7555

E-mail: accommodation@edgehill.ac.uk

- 7.2 The Services which the University is supplying to the Student are a furnished study bedroom with lighting, heating and water supply. The duration of a Licence Agreement is for the Period of Residence unless it is terminated earlier in accordance with clause 4.2 or 4.3;
- 7.3 The price of the Accommodation for the current year is the Residence Fee and it includes all charges for gas, electricity, water and property taxes;
- 7.4 The arrangements for payment are as set out in this Licence Agreement;

- 7.5 The Student has the right to cancel this Licence Agreement by sending written notice to the University by email or via the University's accommodation system. The written notice must reach the University within 14 days. The 14-day period begins on the day after the date this Licence Agreement became effective. This is the date when the Student has e-signed this Licence Agreement via the University's online accommodation portal;
- 7.6 The Student's right to cancel does not apply once the University has started to provide the Accommodation. It is too late to cancel after the Student has collected their keys and moved into the Accommodation;
- 7.7 The University takes breaches of the Student Disciplinary Regulations very seriously. Any breaches or allegations will be investigated and action may be taken under the Student Disciplinary Regulations (<https://www.edgehill.ac.uk/documents/student-disciplinary-regulations/>). These actions can include termination of your Licence Agreement by the University.

I have read this Licence Agreement and I fully accept and agree to abide by the terms and conditions contained within it.

In signing this agreement, I understand I am financially liable for the payment of the Residence Fee for the whole of the Period of Residence.