

CANTERBURY CHRIST CHURCH UNIVERSITY

ACCOMMODATION LICENCE AGREEMENT

IMPORTANT NOTICE TO STUDENTS:

If you accept the University's Offer of accommodation, a legally binding contract will be formed between you and the University. That contract will incorporate the following documents:

- (a) This Licence Agreement; and
- (b) the Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016"; and
- (c) the Student Accommodation Handbook 2015-2016; and
- (d) the Schedule of Sanctions for Breach of Licence Agreement; and
- (e) the terms of the Block Insurance policy found at <http://www.canterbury.ac.uk/study-here/docs/accommodation/accommodation-insurance-policy.pdf>

You should read all the above documents and make sure you understand and agree to all of them before you make a commitment. Please be aware that there is a "Schedule of Sanctions for Breach of Licence Agreement" at the end of this Licence Agreement setting out financial charges and sanctions for breaches, which in serious cases may lead to you being served with a Notice to Quit and required to leave University managed Accommodation.

If you are unsure about whether to accept the University's Offer of accommodation, you should seek professional legal advice before confirming your acceptance.

The agreement between the University and the Student becomes legally binding when

- (a) the Student ticks to confirm acceptance of this Licence Agreement and clicks the ACCEPT button on the University's accommodation website found at (<https://secure.canterbury.ac.uk/studentnet/applicants/Logon.aspx>); and
- (b) pays the non-refundable £125 Administration Fee; and
- (c) sets up an arrangement for payment of Accommodation Fees to the University.

The Student who occupies University Accommodation will do so according to this Licence Agreement, whether or not the Accommodation was booked through the University's website, and the Student will be liable to pay the applicable Accommodation Fees.

In this Licence Agreement the words in the left-hand column below have the meanings given in the right-hand column.

Accommodation	The room allocated to the Student by the University and set out in the Offer
Accommodation Fees	The fees for the Accommodation set out in the Offer and in the Student Finance Guide "Your Accommodation Fees –

Your Responsibilities 2015 - 2016"

Administration Fee	£125 payable to the University by the Student when the Student accepts the Offer. This fee is non-refundable
Agreement	this Licence Agreement
Common Parts	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
Contents	The fixtures fittings and equipment in the Accommodation and in the Residence
Licence Period	The period during which the Student is permitted to occupy the Accommodation which is set out in the Offer
Notice to Quit	A formal notice served on the Student by the University requiring the Student to give up possession of the Accommodation
Offer	The University's offer of accommodation communicated to the Student via the University's on-line booking system (https://secure.canterbury.ac.uk/studentnet/applicants/Logon.aspx)
Payment Dates	Either: If paying in full, on or before the first day of the Licence Period; or If paying in instalments, the dates set out in the Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016"
Services	(a) repair of the Residence (b) insurance of the Residence (c) insurance of some of the Student's personal possessions (d) disposal of rubbish deposited in proper receptacles The Services are subject to additional terms and conditions set out in the Student Accommodation Handbook
Student	The student named in the Offer

Residence The property managed by the University named in the Offer

University Canterbury Christ Church University of Rochester House, St
George's Place, Canterbury, Kent, CT1 1UT

Licence Granted

When the Student has accepted the Offer, paid the non-refundable Administration Fee and has either paid the Accommodation Fees in full or has made an arrangement to pay in instalments, the University will permit the Student to occupy the Accommodation during the Licence Period, subject to the Student's compliance with their obligations set out in this Agreement, the Student Accommodation Handbook 2015-2-16, The Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016" and the terms of the Block Insurance policy.

1.0 Student's Obligations

- 1.1. To pay the Accommodation Fees to the University in advance on or before the Payment Dates.
- 1.2. To familiarise themselves with the Schedule of Sanctions for Breach of Licence Agreement which forms part of this Agreement.
- 1.3. To comply with this Licence Agreement. If the Student is in breach of his/her obligations in this Agreement the University may impose the sanction specified in the Schedule of Sanctions for Breach of Licence Agreement or apply to the courts for damages. If the Student is in serious or persistent breach of the Agreement, the University may end the Agreement by serving on the Student a Notice to Quit in accordance with clause 4.4.
- 1.4. To complete a condition check of the Accommodation on arrival and return any comments to the University within 7 days of taking occupation (if the Student does not report any damage or missing items at the start of their occupancy, the Student may not be able to prove later that any damage was not the Student's fault).
- 1.5. To keep the Accommodation and (jointly with other students) the Common Parts in a clean and tidy condition and properly ventilated. To take proper care of the Contents and return them to their original positions at the end of the Licence Period. Not to cause any damage to the Accommodation or Contents (other than fair wear and tear). The University may give the Student and/or (as appropriate) other students in the Residence written warning if in its reasonable opinion the Accommodation or the Common Parts require additional cleaning and/or tidying.
- 1.6. To take proper care of and not to misuse the keys/entry cards issued to the Student and return them to the University at the end of the Licence Period. The Student shall pay a reasonable deposit to the University if the Student requires a

parking fob. Such deposit will be returned to the Student on the Student's return of the fob to the University.

- 1.7. On the last day of the Licence Period to vacate the Accommodation by 10.00 am, leaving the Accommodation and the Common Parts clean and tidy, clear of rubbish and personal belongings, and generally in a condition which is likely to be reasonably acceptable to the University.
- 1.8. To allow the University, at reasonable times after giving 24 hours' notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair, except in the following circumstances where no notice will be given:
 - 1.8.1. emergency;
 - 1.8.2. routine cleaning;
 - 1.8.3. where the University has serious concerns for the Student's health, welfare or wellbeing; or
 - 1.8.4. where the need for repair was reported by the Student. (The University will give 7 days' advance notice if access is required for planned maintenance.)
- 1.9. To act in a lawful manner and 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.
- 1.10. To comply with the proper and reasonable requests from University staff (including contracted workers).
- 1.11. To behave at all times in a way that would be widely considered as being reasonable for living in a shared accommodation environment and particularly:

Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others, ("Anti-Social Behaviour"). **Noise nuisance between the hours of 11.00 pm and 7.00 am on Sunday to Thursday nights and between midnight and 8.00 am on Friday and Saturday nights will be treated as a major offence in line with clause 1.11 (b) below.** At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring properties.

If the Student's behaviour falls below that which would widely be considered to be reasonable, the University may exercise its reasonable judgement to decide whether the Student's behaviour is a minor or major offence.

- a) Minor offences include but are not exclusive to: single episodes of drunk and disorderly behaviour and/or single episodes of verbally abusive behaviour which does not threaten or intimidate others and any other single incident of behaviour which disrupts the quiet enjoyment of the property or neighbouring properties for residents and their visitors;
- b) Major offences include but are not exclusive to: violence, verbal or physical abuse, harassment, possession of weapons, theft, noise abatement orders, persistent Anti-Social Behaviour, criminal prosecutions, serious intentional

damage to property, repeated episodes of minor offences described at 1.11a) above and any other offences bringing the University into disrepute.

- 1.12. To report to the University as set out in the Student Accommodation Handbook:
 - 1.12.1. any damage, need for repair or failure of the Services within 24 hours of becoming aware of it;
 - 1.12.2. immediately any fire or accident resulting in injury to any person or damage to any part of the Residence or to the Contents;
 - 1.12.3. immediately any suspicious circumstances likely to affect the security of any part of the Residence; or
 - 1.12.4. any damage to the Accommodation or other part of the Residence caused by an intruder, other student or visitor as soon as possible and in any event within 24 hours.
- 1.13. Subject to the rights of appeal outlined in the Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016", to pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them (including a combined administration and interest charge of £25 for (i) a change to bank instructions or details without giving notice to the University's Finance Department at least 10 working days before the relevant Payment Date, or (ii) return of direct debit, credit card or cheque transaction or (iii) each demand for payment or reminder letter which the University properly and reasonably sends to the Student).
- 1.14. Where damage or loss occurs at the Residence and (despite all reasonable efforts) it is not possible for the University to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. The Student shall not be required to contribute in respect of 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 security.
- 1.15. To send to the University promptly a copy of any communication the Student receives which is likely to affect the Accommodation or the Residence, such as a notice from the local authority, or owner of a neighbouring property.
- 1.16. To immediately comply with the requests and directions of University staff where these relate to health and safety or security and must promptly leave the Residence if the fire or smoke alarm sounds

- 1.17. Not to alter, add to, remove or do anything which may cause damage to any Contents, installation or equipment in the Accommodation or any other part of the Residence. Not to do anything 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. To comply with the recommendations on electrical safety set out in the Student Accommodation Handbook. The Student must within 3 days of the University's request either provide a safety certificate for, or remove from the Residence, any item which in the University's reasonable opinion, is unsafe. Otherwise, the University may remove the item without further notice to the Student, charge its proper and reasonable storage costs to the Student, and return it to the Student at the end of the Licence Period.
- 1.18. Not to tamper with any fire detection, fire fighting or fire escape equipment. Not to activate a fire alarm without good cause.
- 1.19. Not to put anything harmful or which is likely to cause a blockage in any pipes or drains.
- 1.20. Not to remove from, affix to, change, damage, mark or attempt to repair any part of the Accommodation, the Common Parts, the Residence or the Contents.
- 1.21. Not to bring additional furniture (including fridges and cooking appliances) into the Accommodation or any other part of the Residence without prior permission from the University's Accommodation Office.
- 1.22. Not to use the Accommodation or any other part of the Residence for business purposes or for any purpose other than as a study bedroom or university accommodation as appropriate and to do any practical or creative course work only in the relevant facilities in the teaching departments.
- 1.23. Not to share the Accommodation or any other part of the Residence or sub-let it or transfer occupancy to any person, and not to have more than 2 visitors in the Accommodation or Common Parts at any time. Occasional overnight visitors are allowed, on the conditions set out in the Student Accommodation Handbook. To register all visitors with the appropriate Residence's Reception.
- 1.24. Not to add to or change the telephone services to the Accommodation without the University's prior written consent and not to add to or change the information technology services installation or supplied in the Accommodation.
- 1.25. Not to bring into the Residence any animal unless it is an aid for a person with a disability. The Student is requested to notify the University in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it (e.g. away from students who may be allergic to it).

Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.

- 1.26. To leave any bicycle parked in a cycle rack and not to bring any bicycle inside the Residence.
- 1.27. Not to park any other vehicle at the Residence without a valid permit (this condition does not apply to drivers with a disability who park in designated bays) and to pay the relevant fines for unauthorised parking.
- 1.28. Not to cause any obstruction of the Common Parts or any fire escape route.
- 1.29. Not to be in possession of, use or allow others to use, drug paraphernalia within the direct vicinity of the Accommodation or Residence. Not to be in possession of, produce, or use and/or supply or offer to supply illegal drugs or any controlled drugs or substances listed in the Misuse of Drugs Act 1971, Drugs Act 2005, or similar or subsequent legislation and/or any psychoactive substances which are reasonably considered to be intended to produce a legal high, hallucinogenic or similar effect. Not to allow others to breach this clause in the vicinity of the Accommodation or Residence. NOTE: Convictions or police cautions for drug-related offences can seriously impair – or destroy completely - career prospects in some types of employment, e.g. teaching, health professions and policing – and may lead to fitness to practice or professional suitability proceedings by the University.
- 1.30. Not to smoke or to use an electronic cigarette (e-cig or e-cigarette), personal vaporizer (PV) or electronic nicotine delivery system (ENDS) in the Accommodation or any other part of the Residence.
- 1.31. Not to use candles, incense sticks or similar burning or smouldering materials in the Accommodation or any other part of the Residence.
- 1.32. Not to prepare food in the Accommodation or in the Common Parts unless it is in a kitchen designated for use with the Accommodation. Not to leave cooking food unattended.
- 1.33. Not at any time to leave the Accommodation unoccupied without locking the door and window. Not to leave the main entrance to the Residence open or to allow anyone to enter who is not a resident, authorised visitor or a representative of the University carrying identification, or who is not accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to the University.

- 1.34. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs.
- 1.35. To attend or reschedule and attend all appointments with the Accommodation Office when asked to do so.
- 1.36. To pay any Council Tax which may become due on the Accommodation if the Student loses their Council Tax exemption.
- 1.37. To check whether the University's Block Insurance policy is sufficient to cover the Student's personal possessions and obtain any top-up cover required for items not included in the policy (<http://www.canterbury.ac.uk/study-here/docs/accommodation/accommodation-insurance-policy.pdf>).

2. University's Obligations

- 2.1. To allow the Student to occupy the Accommodation and use the Contents and benefit from the Services as necessary during the Licence Period, subject to compliance with this Agreement and the terms set out in the Student Accommodation Handbook 2015-16, The Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016" and the terms of the Block Insurance policy.
- 2.2. Except for the circumstances described in clause 2.3, to give the Student at least 7 days' notice before entering the Accommodation for planned maintenance purposes and 24 hours' notice before entering the Accommodation for other purposes.
- 2.3. The University is not required to give the Student advance notice before entering the Accommodation in the case of an emergency, if the University has serious concerns about the Student's welfare, if the University needs to carry out repairs which the Student has requested, for cleaning, or where it is otherwise reasonable to do so.
- 2.4. Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
- 2.5. To process personal information in accordance with the Data Protection Act 1998, and not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this Agreement or where there is serious risk of harm to the Student to others or the University's or other people's property.
- 2.6. To provide the Student with information and advice on:
 - (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
 - (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Residence and why cooking in bedrooms is a safety

- risk and in breach of this Agreement; electrical safety and voltage differences; the dangers of smouldering materials including incense sticks, using candles or other naked flames or storing flammable material; the possibility of disciplinary action or criminal proceedings for the misuse of fire equipment;
- (c) how to get access to the Accommodation in the event of the Student losing their keys;
 - (d) students' responsibilities for cleaning;
 - (e) the respective roles and responsibilities of the University and its resident students;
 - (f) health, welfare, and guidance on communal living;
 - (g) where to get advice on financial difficulties;
 - (h) where to get counselling;
 - (i) how to register with a local health service;
 - (j) the management structure for the Residence and contact details of the University's accommodation office, with out-of-hours emergency contact details;
 - (k) any special arrangements made to help with any disability which the Student may have disclosed to the University.

Much of this information and advice can be found in the Student Accommodation Handbook.

- 2.7. To give a receipt for any of the Student's property that is removed by the University in accordance with this Agreement.
- 2.8. To ensure University security staff members are clearly identified, and that any staff or contractors requiring access to the Accommodation carry, and allow the Student to inspect appropriate identification documents.
- 2.9. To maintain any kitchen facilities in the Common Parts serving the Accommodation in good order and repair, and keep any equipment there in proper working order (as long as the University has had notice of the problem, or ought reasonably to have been aware of it).
- 2.10. To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.

3. Other conditions

- 3.1. The Student is responsible for the conduct of any invited visitor(s) and must pay the University for any loss or damage caused by such visitors.
- 3.2. The Student hereby authorises the University to use his/her personal data for all lawful purposes in connection with the Student's licence to occupy the Accommodation (including debt recovery, crime prevention and detection, measuring satisfaction, allocating rooms, ensuring there is an appropriate student mix in the Residence, dealing with insurance, enabling the University to carry out its obligations, where there is a serious risk of harm to the Student or to others or to the University's or other people's property, and for all matters arising from the Student's membership of the University).

- 3.3. The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Agreement or liability arises out of obligations imposed by law.
- 3.4. The University is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the University has an overriding statutory obligation to carry out repairs in order to make the Residence safe, but in such cases if the Student caused the need for repair the University may recover the cost from the Student.
- 3.5. 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 (but will give fair warning of its intention and will not withdraw essential services such as electricity and water supply).
- 3.6. The Student's licence to occupy the Accommodation does not affect the University's disciplinary powers. If the Student does not comply with this Agreement, they may be subject to the University's Student Disciplinary Procedures.
- 3.7. Where the Student is dissatisfied with the Services, they are entitled to complain under the Accommodation Complaints procedure set out at clause 5 of this Agreement.
- 3.8. The University is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article placed there by the Student or their visitor which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student when the Student moves out of the Accommodation. The University is entitled to remove any item left in the Residence by the Student at the end of the Licence Period and shall not be obliged to return it to the Student. Even so, the University will use all reasonable endeavours to contact the Student to arrange for an item to be collected if it is of obvious value and presumed left in error, but will be entitled to impose a reasonable deadline for collection and to ask the Student to pay reasonable storage and carriage costs.
- 3.9. Notices relating to the Student's licence must be in writing and the University's address for service is given at the start of this Agreement. Notices to be served on the Student may be delivered by post or by hand to the Accommodation or to the Student's last-known address.
- 3.10. The licence is an agreement between the University and the Student and it is not intended to confer any benefit on anyone else.
- 3.11. Where the Student transfers from the Accommodation originally allocated to any other University accommodation, this Agreement shall apply to that alternative accommodation (unless the transfer has not been authorised by the University, in which case only the Student's obligations and the termination provisions shall be

binding and the University may require the Student to return to the Accommodation originally allocated).

- 3.12. Where the Student vacates the Accommodation in the 6 weeks before the end of the Licence Period and hands back the keys/entry card, the University may enter the Accommodation for cleaning and maintenance purposes and may allow another person into occupation after prior consultation with the Student of this intention.
- 3.13. This Agreement, the Student Finance Guide "Your Accommodation Fees – Your Responsibilities 2015-2016", the Student Accommodation Handbook, the terms of the Block Insurance Policy and the Offer contain all the terms agreed to by the University and the Student. Any variation to contractual terms after the contract has been agreed will only be effective if agreed between the Student and the University. The University will confirm any agreed variation to the Student in writing at the time the variation is made.
- 3.14. If the Student is under the age of 18 years when the Offer is made, the University may require a guarantee and indemnity agreement from a third party such as a parent, or require the Student to pay the Accommodation Fees in full in advance, as a pre-condition to the Student being entitled to accept an offer of Accommodation.

4. Termination of the Licence Agreement

- 4.1. If the Student notifies the University before the start of the Licence Period that the Student wishes to cancel, the University will cancel the agreement and refund the Student's advance payment of Accommodation Fees. The Administration Fee will not be refunded.
- 4.2. If the Student does not take up residence in the Accommodation, or make arrangements with the University for a late arrival, within 24 hours of the start of the Licence Period, the University may terminate the agreement. In that case, the Student will be liable for the Accommodation Fees up to and including the date of termination. The Administration Fee will not be refunded.
- 4.3. The Student may terminate this Agreement at any time by serving notice on the University but unless the reason for termination is a serious or persistent breach of any of the University's obligations the notice shall not become effective until all of the following conditions have been met:
 - (a) the Student has complied with all their obligations in this Agreement up to the date of termination; **and**
 - (b) another student who is not already in University accommodation who is acceptable to the University enters into an agreement for the remainder of the Licence Period (the University will assist the Student in trying to find a replacement student but does not guarantee that a replacement will be available); **and**
 - (c) the Student has paid the University a £50 fee to cover the administration and cleaning costs involved in changing the occupancy; **and**

(d) the Student has returned to the University all keys/entry cards to the Accommodation and/or Residence

- 4.4. The University may terminate the licence agreement at any time by serving the Student with a Notice to Quit with at least 4 weeks' notice in the prescribed form if:
- (a) any payment is overdue by 28 days or more; or
 - (b) the Student does not have status as a registered student of the University; or
 - (c) the Student is not attending a full-time course at the University; or
 - (d) in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to the health, safety or welfare of him/herself or others or the University's or other people's property ; or
 - (e) the Student is in serious or repeated breach their obligations in this Agreement
- 4.5. **If this Agreement is terminated before the end of the Licence Period, the University will refund to the Student a fair proportion of pre-paid Accommodation Fees as soon as possible after the termination becomes effective PROVIDED THAT 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.** The Administration Fee will not be refunded. For clarification purposes no refunds of fees will be given in the event that the Student elects to vacate early or within 6 weeks of the end of the Licence Period as provided for in clause 3.12 above.
- 4.6. The conditions which apply to the Student being released early from the licence agreement, as set out in clause 4.3, and the University's "No Refunds" policy in clause 4.5, shall 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, or because the Student is prevented from continuing their studies or living independently because of a disability. Disputes with other occupants within the Residence do not satisfy this condition.
- 4.7. If this Agreement is terminated as a result of the Student's withdrawal from the University (for any reason except in the event a Notice to Quit has been served on the Student), the Student will be liable to pay Accommodation Fees for the period until the formal date of withdrawal or, if later, until the Student vacates the Accommodation and returns the keys to the University. The Student will also pay the University a £50 fee to cover the administration and cleaning costs involved.
- 4.8. The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
- (a) apply to the University's Accommodation Office for a transfer; and
 - (b) if a transfer is granted, enter into a new agreement for the new accommodation; and
 - (c) pay to the University a £50 administration fee; and
 - (d) have complied with their obligations in this Agreement in all important respects.

- 4.9. The University shall be entitled to relocate the Student to comparable alternative University accommodation during the Licence Period where it is reasonable to do so. Unless the reason for relocation is because the Student is in breach of one or more of their obligations, or to provide temporary accommodation during periods when the University campus is closed, the Student will have the right to terminate this Agreement (without having to comply with the conditions in clause 4.3 and without compensation) as an alternative to relocating. Where the University relocates the Student because the Student is in breach of one or more of the Student's obligations or where the relocation is made at the Student's request the Student shall pay the University an administration and cleaning fee of £50.
- 4.10. The University will make vacated rooms available to other students for room transfers, but transfers will not be treated as replacements for the purposes of complying with clause 4.3. Refunds of Accommodation Fees 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. There will be no refund of the Administration Fee. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.
- 4.11. The University's acceptance of the keys at any time shall not in itself be effective to terminate this Agreement while any part of the Licence Period remains unexpired. Early termination by the Student must be in accordance with clause 4.3 or clause 5.

5. Accommodation Complaints Procedure

- 5.1. In the event a dispute arises between the Student and the University concerning the terms or interpretation of this Agreement the Student should in the first instance discuss any such issue with the Accommodation Office by notifying the University's Accommodation department about the dispute in writing at accommodation@canterbury.ac.uk with a view to attempt to settle matters with the University wherever possible on an informal basis.
- 5.2. Where any dispute concerning the terms or interpretation of this Agreement arises which cannot be settled informally under the provisions of Clause 5.1 above, the following procedure should be followed:
- 5.2.1. Notice of any formal complaint should be made in writing to the Accommodation Manager, who shall investigate the matter and give his or her response within 10 working days of receiving such notice. If the Accommodation Manager needs longer than 10 working days to resolve the complaint then he or she will notify the Student of this and estimate a reasonable timeframe for resolving the complaint which in any event will be no longer than an additional 10 working days;
- 5.2.2. In the event that following the decision of the Accommodation Manager in accordance with clause 5.2.1 above, the Student does not feel the dispute has been appropriately concluded the Student shall be entitled to appeal in writing to the Pro-Vice Chancellor (Resources), who shall investigate the matter and give his or her response within 15 working days of receiving such notice. The Pro-Vice

Chancellor (Resources) may ask someone else to look into the complaint and make a response on his or her behalf;

5.2.3. If following receipt of the decisions in accordance with the provisions of clauses 5.2.1 and 5.2.2 the Student remains dissatisfied with the outcome of these decisions, the Student will be able to complain to the Office of the Independent Adjudicator (OIA) (<http://oiahe.org.uk/default.aspx>).

6. This Agreement is subject to the laws of England and Wales.
7. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

SCHEDULE OF SANCTIONS FOR BREACH OF LICENCE AGREEMENT

<i>Where a financial charge is given, the intention is for the student to reimburse the University for the costs likely to be incurred</i>				
Breach of Licence Agreement	Clause	1st Occurrence	2nd Occurrence	3rd Occurrence
Damage to property or contents	1.5	£25 admin fee + Repair charge +/- or replacement cost	£25 admin fee + Repair charge +/- or replacement cost + 1st formal warning	£25 admin fee + Repair charge +/- or replacement cost + final formal warning or NTQ
Failure to respond to a fire alarm	1.16	£25 + 1st formal warning	£50 + final warning	NTQ
Misuse of fire equipment (includes misuse of fire extinguishers, alarms, tampering with smoke detectors, rendering an alarm ineffective & interfering with fire doors)	1.18	£100 (or in the case of extinguisher £50) + cost to reset + 1st formal warning	£100 (or in the case of extinguisher £50) + cost to reset + final formal warning	NTQ
Setting off fire alarms (inc. smoking/candle/incense use)	1.18	£50 + 1st formal warning	£50 + final formal warning	NTQ
Setting off fire-alarms – accidental (includes aerosols & hairdryers)	1.31	£25 + 1st formal warning	£25 + final formal warning	NTQ
Rendering a fire door ineffective, removing door closer or window restrictor or leaving cooking unattended	1.18, 1.32 1.33	£25 + 1st formal warning	£25 + final formal warning	NTQ
Keeping additional furniture including a cooking appliance or fridge in Accommodation or any other part of the Residence	1.21	£50 + 1st formal warning	£50 + final formal warning	NTQ
Sharing or subletting accommodation	1.23	final warning	NTQ	
Breach of visitor regulations/unacceptable behaviour by visitors	1.23, 3.1	1st formal warning	final formal warning + visitor suspension	Visitor ban or NTQ
Unacceptable noise disturbance in University buildings including accommodation	1.11	1st formal warning	£50 + final formal warning	NTQ
Conduct (Minor Offences) Includes drunk & disorderly behaviour, abusive behaviour	1.11 (a)	£50 + 1st formal warning	£100 + final formal warning	NTQ

Obstructing any common parts	1.28	£25 + 1st formal warning	£50 + final formal warning	NTQ
Possession, use, or allowing others to use drugs, psychoactive substances (legal highs), controlled drugs or other associated paraphernalia as set out in 1.26	1.29	NTQ		
Smoking or using an e-cig, PV or ENDS in Accommodation or any other part of the Residence except in designated smoking areas (whether or not fire-alarm is set-off)	1.30	£50 + 1st formal warning	£100 + final formal warning	£200 or NTQ
Use of candles, incense sticks or similar burning or smouldering materials in the Accommodation or any other part of the Residence	1.31	£50 + 1st formal warning	£100 + final formal warning	£200 or NTQ
Untidy/unhygienic/hazardous (Accommodation or any other part of the Residence)	1.5	Cleaning costs (After 2nd fail) + 1st formal warning	Cleaning costs (After 2nd fail) + final formal warning	NTQ
Misuse of accommodation key card	1.6	1st formal warning	£50 + final formal warning	NTQ
Loss of accommodation key card	1.6	£5 access charge, £20 key card replacement + lock change charge (if necessary)	£5 access charge, £20 key card replacement + lock change charge (if necessary)	£5 access charge, £20 key card replacement + lock change charge (if necessary)
Entering prohibited areas	1.34	£25.00	£25 + 1st formal warning	£25 + final formal warning

Failure to attend	1.35	Failure to attend a meeting with the Accommodation department when requested without a valid reason may result in a decision being made in a student's absence	Failure to attend a meeting with the Accommodation department when requested without a valid reason may result in a decision being made in a student's absence	Failure to attend a meeting with the Accommodation department when requested without a valid reason may result in a decision being made in a student's absence
Conduct (Major Offences) Including violence, harassment, possession of weapons, theft, noise abatement orders, criminal prosecutions, offences bringing the University into disrepute.	1.11 (b)	Depending on the circumstances and evidence final formal warning or NTQ + Report to Police		
Cumulative breaches of licence obligations or misuses of accommodation	Any obligation	1st formal warning	final warning	possible NTQ
<i>NTQ = Notice to Quit - the University may terminate the licence agreement by serving 4 weeks' notice in the prescribed form</i>				