

**CANTERBURY CHRIST CHURCH UNIVERSITY
TERMS AND CONDITIONS APPLICABLE TO UNIVERSITY ACCOMMODATION 2014-2015**

If accepted, the University's offer of accommodation, these terms and conditions, the Student Finance Guide for Accommodation Fees 2014-2015, the Student Accommodation Handbook 2014-2015 and the terms of the Block Insurance policy will create legally binding obligations between the University and the Student. Please read all of them and make sure you understand and agree to all of them before you make a commitment. These documents will form the contract between the University and the Student.

The agreement between the University and the Student becomes legally binding when the Student ticks to confirm acceptance of these terms and conditions, clicks the ACCEPT button on the University's accommodation website found at (<https://secure.canterbury.ac.uk/studentnet/applicants/Logon.aspx>) and pays the £100 Administration Fee and sets up an arrangement for payment of Accommodation Fees to the University.

Any person who occupies University accommodation will do so on these terms and conditions, whether they booked through the University's website or not, and will be liable to pay the applicable Accommodation Fees.

The contract that will be formed between the University and the Student will be governed by English law which international students may find quite different to the law which applies in their own country. Take advice before making a commitment if you feel you need it.

In these terms and conditions, the words in the left-hand column below have the meanings given in the right-hand column.

Student	The student named in the Offer
University	Canterbury Christ Church University of North Holmes Road, Canterbury, Kent, CT1 1QU
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)
Accommodation the	The room allocated to the Student by the University and set out in Offer
Accommodation Fees Student	The fees for the Accommodation set out in the Offer and in the Finance Guide Your Accommodation Fees 2014 - 2015
Administration Fee	£100 payable when the Student accepts the Offer
Common Parts room	Any shared facility such as kitchen, bathroom, common or other 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
Payment Dates	Either: If paying in full, on or before the first day of the licence period If paying in instalments, the dates set out in the Student Finance Guide
Residence	The Residence named in the Offer
Rights	Use of the Contents and the Common Parts allocated to the Accommodation
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 (d) use of the dining facilities at the advertised rates of fare The services are subject to additional terms and conditions set out in the Student Accommodation Handbook

When the Student accepts the Offer, pays the Administration Fee and either pays the Accommodation fees in full or makes an arrangement to pay in instalments, the University will permit the Student to occupy the Accommodation during the Licence Period, subject to these terms and conditions, the terms and conditions set out in the [Student Accommodation Handbook](#) the terms and conditions in the Student Finance Guide Your Accommodation Fees 2014-2015 ([Home, Island and EU Students](#)) or ([Overseas Students](#)) and the terms and conditions of the [Block Insurance Policy](#). The Student agrees to comply with their obligations set out in those documents.

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 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).

1.3. 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 (other than fair wear and tear). The University may give the Student and/or (as appropriate) other students in the Residence written warning if the Accommodation or the Common Parts need to be cleaner or tidier. If there is no improvement on the date of the follow-up visit specified in the notice, the University shall be entitled to hire cleaners to do the work and recover the cost of doing so (or a fair proportion of it) from the Student.

1.4. At the end of the Licence Period to vacate the Accommodation by 10.00 am, leaving the Accommodation and the Common Parts used by the Student clean and tidy, clear of rubbish and personal belongings, and generally in a condition reasonably acceptable to the University.

1.5. To take proper care of all keys/entry cards and return them to the University at the end of the Licence Period (the University will charge the Student a minimum of £20 for each missing key or card, more if the locks have to be changed; and £5 for each time the University has to give the Student access to the Accommodation after "Freshers" week).

1.6. 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 (no notice being necessary in an emergency, for routine cleaning, where the University has serious concerns for the Student's welfare, or 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.

1.7. 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.

1.8. To comply with the University's Regulations previously made available to the Student and with the proper and reasonable requests from University staff (including contracted workers).

1.9. To report to the University (as directed in the Student Accommodation Handbook) any damage or want of repair or failure of the Services within 24 hours of becoming aware of it. To report to the University immediately any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to the University immediately any suspicious circumstances likely to affect the security of any part of the Residence. If the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to the University as soon as reasonably practicable (and in any event within 24 hours).

1.10. Subject to the rights of appeal outlined in the Student Finance Guide Your Accommodation Fees 2014-2015 ([Home, Island and EU Students](#)) or ([Overseas Students](#)), 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) 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).

1.11. 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 including a £25 administration fee. The Student shall not be 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 these terms and conditions relating to security.

1.12. Promptly to send to the University 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 the owner of neighbouring property.

1.13. Not to alter, add to, remove or do anything which may cause damage to any installation or equipment in the Residence. Not to do anything 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. To comply with the recommendations on electrical safety set out in the [Student Accommodation Handbook](#). The Student must within 3 days of request either provide a safety certificate for, or remove from the Residence, any item which in the University's reasonable opinion, is unsafe otherwise University may remove it 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. Weapons, even if licensed, and replica weapons will always be treated as being unsafe in a student residence environment. **Causing or increasing fire, health and safety or security risks will be treated by the University as a serious breach of the Student's agreed obligations, which could give rise to early termination of the Student's licence under clause 4.**

1.14. Not to put anything harmful or which is likely to cause blockage in any pipes or drains.

1.15. 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.

1.16. Not to bring additional furniture (including fridges and cooking appliances) into the Residence.

1.17. Not to use the Accommodation for business purposes or for any purpose other than as a study bedroom and to do any practical or creative work only in the relevant facilities in the teaching departments.

1.18. Not to share the Accommodation or sub-let it or transfer occupancy to any person, and not to have more than 2 visitors in the Accommodation 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 Residences Reception. **Unauthorised occupation of the Accommodation will be treated by the University as a serious breach of the Student's agreed obligations, which could give rise to early termination of the Student's licence under clause 4.**

1.19. Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others. **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 serious breach of these terms and conditions and may lead to early termination of the Student's licence under clause 4.** 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 property.

1.20. 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 supply in the Accommodation.

1.21. 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.

1.22. To leave any bicycle parked in a cycle rack and not to bring any bicycle inside the Residence.

1.23. 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.

1.24. Not to cause any obstruction of the Common Parts. **Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of the Student's licence under clause 4.**

1.25. Not to be in possession of, use or allow others to use, any illegal substance (including cannabis) in the Accommodation or in any other University premises. NOTE: Convictions and even police cautions for drug-related offences can seriously impair – or destroy completely - career prospects in some types of employment, eg teaching, health professions and policing.

1.26. Not to smoke in the Accommodation or any other part of the Residence.

1.27. Not to prepare food in the Accommodation or in the Common Parts unless it is in a fully fitted kitchen designated for use with the Accommodation.

1.28 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, 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.

1.29 To pay any Council Tax which may become due on the Accommodation if the Student loses their Council Tax exemption.

2.0 University's Obligations

2.1. To provide the Services, subject to the terms set out in the [Student Accommodation Handbook](#). Insurance of students' personal possessions is on limited cover and the Student is responsible for checking the policy and obtaining any top-up cover required for items not included in the [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. Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of these terms and conditions 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 these terms and conditions; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for mis-use of fire precautions 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 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 which is confiscated in accordance with these terms and conditions.

2.8 To ensure security 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.

2.9 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 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.

3.0 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 they cause.

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 these terms and conditions or 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 or grievance procedure. If the Student does not comply with these terms and conditions, 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 University's [Student Complaints Procedure](#) which includes representation to the Office of the Independent Adjudicator if your complaint remains unresolved.

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 charges.

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 these terms and conditions. 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, these terms and conditions 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 4 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 consulting with the Student of this intention.

3.13. These terms and conditions, the Student Finance Guide Your Accommodation Fees 2014-2015, 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 the terms after the contract has been formed will only be effective if agreed between the Student and the University's Accommodation Manager. 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 impose additional reasonable conditions, including a requirement to provide a guarantee and indemnity agreement from someone such as a parent, or to pay the Accommodation Fees in full in advance, as a pre-condition to the Student being entitled to accept an offer of Accommodation.

4.0 Termination of the Licence

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 late arrival, within 24 hours of the start of the Licence Period, the University may terminate the agreement at any time up to the point the Student actually does move in, in order to let another student have the room. 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 the licence 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 up to the date of termination **and**
- (b) another student who is not already in University accommodation who is reasonably 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
- (d) keys/entry cards have been handed to the University

4.4. The University may terminate the licence agreement at any time by serving at least 4 weeks notice in the prescribed form on the Student if:

- (a) any payment is overdue [by 28 days or more]; or
- (b) the Student is in serious or persistent breach of any of the Student's obligations; or
- (c) the Student does not have status as a registered student of the University; or
- (d) the Student is not attending a full-time course at the University; or
- (e) 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

4.5. If the licence agreement is terminated early 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 pre-paid Accommodation Fees 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. 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 within 4 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.

4.7. If the licence agreement is terminated as a result of the Student's withdrawal from the University, 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;
- (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 these terms and conditions 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 their licence (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 the licence 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.

5.0 Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013

5.1. Under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013, the University is required to provide the following information if the University has not met the Student before the Student accepted the Offer.

5.2. The University is the supplier of the Accommodation and the address for all communications is given at the start of these terms and conditions and in the Offer.

5.3. The services supplied, the duration of the agreement and the price are set out in the Offer.

5.4. The arrangements for payment are set out in clause 1, in the Student Finance Guide and on any payment schedule issued to the Student by the University's Finance Department.

5.5. The Student has the right to cancel the licence agreement by giving written notice (by email, fax or post) to reach the University within 14 working days after the student accepts the Offer (acceptance only being valid once the Student has paid the Administration Fee).

5.6. The Student's right to cancel will not apply once the University has started to provide the Accommodation to the Student. After the Student moves in, it will be too late to cancel under this clause (but the Student may still be able to terminate the licence under clause 4, if a suitable replacement occupier is found).

5.7. There is no extra charge if the Student books the Accommodation by post or other means of distance communication.

5.8. The Offer remains valid until the Offer Expiry Date specified in the Offer but after that date the University may offer the Accommodation to a different student if the Student has not accepted it (acceptance only being valid once the Student has paid the Administration Fee).

5.9. The minimum duration of the agreement between the University and the Student is for the Licence Period, unless the agreement is terminated earlier in accordance with clause 4, or the Student's rights to cancel under this clause 5.

5.10. The Offer names a specific Residence, but if for any reason beyond the University's control the Accommodation is not ready for occupation at the start of the Licence Period (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it), or if it is needed for a student with a disability, the University will where

possible offer the Student alternative accommodation. If alternative accommodation is offered, the Student will be obliged to accept it (provided it is comparable or better). Where the alternative accommodation is in the same Residence as the Accommodation, and of the same or better type, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University agreed to provide. Where the alternative accommodation is not in the same Residence as the Accommodation, or is not in a building within 2km of the Accommodation, the Student shall be entitled to terminate the agreement if the Accommodation is still not ready for occupation after the first 4 weeks of the Licence Period, as an alternative to accepting the substituted accommodation. If the alternative accommodation would normally be provided at a lower rate than the Accommodation, the Student need only pay the lower rate during the period s/he occupies the substituted room.

END OF TERMS AND CONDITIONS

Last revised 11 July 2014