

# Accommodation Licence Agreement

## Terms and Conditions of Contract 2020-21

Welcome to Canterbury Christ Church University, and your new student home. To help you fully enjoy your time in your accommodation, this Accommodation Licence Agreement sets out your responsibilities and those of the University.

Please take the time to read, understand and accept the terms and conditions of this contract. A Glossary of Terms can be found at Appendix 1.

This is a legally binding agreement and grants you a personal right to occupy accommodation under a licence agreement. You have no legal interest in the accommodation and this agreement does not create a tenancy agreement and is excluded from the security of tenure regimes of the Housing Acts 1985 and 1988.

### Part A: Accommodation Licence Agreement (or 'Agreement', 'Contract', 'Licence' 'Licence Agreement')

A.1 This Agreement between Canterbury Christ Church University ('us/we/our/University'), and the Student ('you/your/Student'), is made up of all the terms of this licence agreement and the following:

The online accommodation portal booking Offer Summary setting out the details of the accommodation, including dates and fee information you must pay:

- [Paying for your Accommodation](#) information;
- [The Student Accommodation Handbook](#);
- Our [CCCU IT core regulations](#);
- [The Student Code of Conduct and Disciplinary Procedures](#);
- [Insurance Policy](#) for contents covered;

Accepting our Offer creates a legally binding contract including payments you must make.

#### NOTE

As a condition of this Agreement, if any information comes to light, which in our reasonable opinion could significantly affect the wellbeing of others sharing the Property with you, we reserve the right to take appropriate action, which may include suspending or excluding you from the Accommodation or take steps to end this Agreement.

Please check the contracted Licence start and end dates, payment dates and amounts carefully, which are noted at the end of this document. The Accommodation Fees are due for the whole of the Licence Period, even if you decide to leave earlier.

Before you can move into the Accommodation we have offered, you must complete our online E-Induction, which forms part of the online contract process. You will be guided to the relevant section in the accommodation portal. We will email you the link to the online Induction and Arrivals Check-in, before you move into your Room, which you must complete.

The University allows full-time registered students to occupy the Room, on the understanding that such occupancy is as a Licensee. You are obliged to pay the fees. **You are responsible for the payment of Accommodation Fees for the Licence Period, even if you leave early** (see section E for more information).

A.2 The Agreement becomes legally binding when both the following are satisfied:

- a. You tick to [confirm acceptance of this Agreement](#) and click the ACCEPT button *or* sign the licence; and
- b. You pay the non-refundable Advance Rent Payment online, due within 3 days of our offer. This payment reserves your Accommodation and is automatically deducted from your first Accommodation Fees instalment.

## Part B: Paying and your Main Obligations

B.1 When you have:

- accepted the Offer and completed the online processes, and
- paid the required Advance Rent Payment, and
- either paid the Accommodation Fees in full, or agreed to pay in 3 instalments as per clause B.2 below,

We will permit you to occupy the Accommodation during the Licence Period, provided you comply with your obligations set out in this Licence.

### International students where your College / University is Paying

For some short courses your college or university pays us (CCCU) for the accommodation direct. If this applies to you, your Institution must pay the Accommodation Fees due to us, in advance on or before the Payment Dates, on time, by paying in full, on or before the first day of the Licence Period. These must be paid on time or your licence will be ended. You can check with your University or College if they have paid. This may require us to accept the offer manually on your behalf.

## B.2 Students' Obligations

### a. Payments

You must pay the Accommodation Fees due to the University, by either:

- i. Paying in full, on or before the first day of the Licence Period. (If you pay in full, we will reward you by crediting your student smartcard with £250 - £100 in September, £100 in January and £50 in April); or
- ii. Paying in three instalments, on the Payment Dates as set out in your Offer when you accept your Accommodation Licence Agreement online (typically these will be in September, January and April), and payment plan set out at the start of the Licence Period. The instalment option is not available for stays of one Semester or less. If paying in instalments, your Offer will be conditional on your Guarantor agreeing to the terms as part of the online acceptance process.

The obligation to pay the Accommodation Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Licence Period). Accommodation Fees remain payable, including if you are not physically staying in the Accommodation, see Clauses E2-4.

We may remove the option to pay by instalments if you do not pay your instalments on time, and then full payment of the Accommodation Fees will become due. We reserve the right to charge interest for any missed payments at a maximum of 3% above the base rate of the Bank of England for each day payment remains outstanding.

We will seek to recover any unpaid fees from you and/or your Guarantor and we reserve the right to consider recovery options available. This may include legal proceedings or reference to a debt collection agency. This may have serious consequences on your ability to obtain credit in future and may result in additional costs. If you think you will have problems paying your Accommodation Fees, please contact us immediately so that we may discuss potential options with you.

#### NOTE

If you do not pay, we will contact your Guarantor (after sending you an initial reminder letter), to inform them of any outstanding balances (including any additional charges). We will send them a copy of any further reminder letters and seek recovery from them if the accommodation fees remain unpaid, or if you default on a payment arrangement. The reminder letters that will be shared with your Guarantor will include information about your name, your term time or home address, your University and any private email addresses that you have provided, your student ID and the value of any outstanding balances for your accommodation fees (including any additional charges).

- b. Only the Student named in the Agreement should live in the Accommodation, as the sole occupant, unless the accommodation is let as a 1 bed studio unit or a family let, and written permission has been given for a partner. If you are moving into Accommodation accompanied by a carer, you will be responsible for your Licence Fee as well as the Licence Fee for your carer's accommodation.
  - c. You must pay any Council Tax to the Local Authority, which may become due on the whole Accommodation, if you lose or do not have a Council Tax exemption. This happens if you are no longer a student or a non-student resides with you.
- B.3 You must comply with all the terms of this Agreement. If you breach the terms of this Agreement and we incur any costs, we will seek to recover those costs from you as part of any contractual damages. If you are in serious or persistent breach of this Agreement, including non-payment, then we may ask you to leave and end this Agreement by serving a Notice to Quit and ending this Agreement or take other relevant action. We may seek to recover unpaid amounts due from you through the Courts.
- B.4 You must complete a condition check of the Accommodation on arrival using our [online inventory](#). You need to return any comments to the accommodation office on the inventory provided or by any method specified, within 7 days of taking occupation. If you do not report any damage or missing items at the start, we will presume that your Accommodation was in good order when you moved in and that any marks, damage or missing items were caused by you after you moved in. You will have to pay costs of any repairs, replacement or cleaning needed due to damage or neglect, during or when you leave the Accommodation (with the exception of fair wear and tear).
- B.5 Looking after your Accommodation and Property. You agree that you will:
- a. Keep the Room and, with the other residents of the Property the Common Areas, in at least as good repair and decorative order and clean and tidy condition, as they are in at the start date. This includes ventilating the Accommodation regularly (e.g. opening windows).
  - b. Keep the Contents in at least as good repair and condition, as at the start date of the Licence Period.
  - c. Not to remove any of the Contents from the Accommodation or the Common Areas.
- B.6 Under 18s and parent/guardian/carers
- If you are under the age of 18 years when the offer is made, we will also require your parent/guardian/carers to agree to these terms by signing this Accommodation Licence Agreement.

## Part C: Use of the Property

### C.1 Illegal or immoral use

- a. You must not use the Property for any illegal purposes. You, or any visitors, must not allow anyone in the Property to be in possession of, or to be involved in taking or making/cultivating or supplying any prohibited or controlled drug<sup>1</sup> (whether in the Property or surrounding area). This includes drugs as specified under the Misuse of Drugs Act 1971 (as amended) and Psychoactive Substances Act 2016, including some prescription drugs not prescribed for you, and 'legal highs' or other psychoactive substances e.g. nitrous oxide (laughing gas) substances.

**We will report any banned substances to the police, and drug paraphernalia will be confiscated and destroyed by the University's security, this includes nitrous oxide.**

- b. You must not use the Property for any other immoral or illegal purpose including but not limited prostitution, storing stolen goods or weapons. You must act in a lawful manner, including avoiding any action or negligence that may have a potential adverse effect on us, or the owners or occupiers or neighbouring property.

### C.2 Private Use as University Accommodation

- a. This Property is only for full-time students as approved by us. You must move into the Property, and let us know if you are going to be away for a period of 4 weeks or over.
- b. If you are leaving your course for any reason, you must let the accommodation team know immediately in writing (see Section E). You can no longer reside in the Property, although you will have to pay any fees due.
- c. You must not work or run a business at or from the Property unless you have our prior written permission. You must do any practical or creative course work only in the relevant facilities in the teaching departments.

### C.3 Visitors and Guests

- a. You must not give your keys or access card to any other person to access or stay in your Property.
- b. You cannot share the Accommodation, sub-let it or transfer occupancy to any person.
- c. Visitors should leave by 10pm or be signed in if staying overnight at the appropriate reception/ security desk. You are responsible for the behaviour of your visitors, including damage. If your guest breaks any of the terms of this Agreement, or causes damage to our Contents or the Property, you will receive the appropriate penalty and disciplinary action.
- d. You can only have a guest staying overnight for a maximum of 2 nights in any one week (Monday to Sunday) and there must be a break of at least 2 nights between visits.
- e. Visitors aged under 18 must only be siblings, and cannot stay overnight or be at the Property after 10pm.

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<sup>1</sup> A conviction for a drug-related offence could have a serious impact. It can stop you visiting certain countries and limit the types of jobs you can apply for.

- f. You must not allow anyone to visit or stay at the Property if we have notified you that they are banned from doing so.
- g. Students who have guests for longer than two nights, and/or cause a disturbance to others and/ or breach these licence conditions, will be referred to disciplinary action, which can include immediate removal of guests, and potential ban of current or future guests.

#### **C.4 Access**

You agree to allow us (and those authorised by us, such as contractors), at reasonable times after giving 24 hours' notice (in writing, text or by email), to enter the Accommodation for viewing, inspection, maintenance or repair. You must keep the Property safe for anyone entering the Property, including no trip hazards.

In the following circumstance no notice may be given, but we will knock the door before entering:

- a. An emergency;
- b. Routine housekeeping check– usually fortnightly check;
- c. Where we have serious concerns for a student's health, welfare or wellbeing;
- d. Where the need for repair in a communal area was reported by another student;
- e. Where the Property appears to be insecure.

We will normally give 7 days' notice if access is required for planned maintenance, such as painting.

We carry out routine safety checks to service and/or monitor maintenance matters and health and safety considerations.

Individual bedroom (and en-suite if applicable) inspections are carried out at least twice during the Licence Period, to check it is being kept clean and tidy. We will give seven days' notice by email of these checks. It is recommended that, where possible, you are present in your Accommodation when the check takes place. Additional short notice visits will be arranged where the Property is not being kept in good condition to monitor improvement.

#### **C.5 Respectful Behaviour – Preventing Nuisance and Harassment**

- a. This may be your first time living with people who you do not know, and from differing backgrounds. You will aim to be friendly to fellow flatmates, and share your cleaning duties. In the case of minor disagreements, you will aim to talk to each other in an open unthreatening manner. If disagreements continue you will contact us, and we will work with you on mediation or other appropriate action.
- b. You and your visitors must not do anything (in the Accommodation, the Property, Common Areas, and surrounding area) that is likely to cause a nuisance or annoyance to other people in the Property, or neighbourhood, or their family or visitors, or anyone engaged in a lawful activity in the neighbourhood.
- c. You and your visitors must not be verbally abusive, assault, threaten, harass or obstruct our staff, contractors or agents whilst they are carrying out their job including outside normal working hours.

- d. You and your visitors must always behave in a way that would be widely considered as being reasonable for living in a shared accommodation environment and particularly:
- You must not do anything likely to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
  - You must not make noise which can be heard outside of the accommodation between the hours of 10pm and 7am.
  - At all other times of the day you must not make noise which causes or is likely to cause a nuisance or annoyance to other residents or occupiers in the Property or the neighbourhood.
  - Our student accommodation is a private living and studying environment; it is not an appropriate location for parties (particularly those involving a large number of people). You must not host or advertise unauthorised events within the Accommodation or Property or invite an unreasonable number of guests into the Accommodation, Property or garden areas. We reserve the right to ask your visitors to leave with immediate effect and not return.
- e. You or your guests must not harass or discriminate against anyone on any grounds, including because of race, religion, sex, sexual orientation, gender reassignment, disability or age. Behaviour is sexual harassment if 'it is unwanted, persistent and of a sexual nature' for example:
- Unwanted sexual comments/invitations;
  - Unwanted touching, groping, pinching or smacking of an individual's body;
  - Lifting an individual's clothes without them agreeing;
  - Someone exposing themselves to another individual without their consent.
- f. You must not use social media to attack others, post discriminatory or defamatory comments, act in a harassing or intimidating way, or engage in any illegal activity.
- g. If your behaviour falls below a standard that would widely be considered reasonable, the University may take action, including serving you a Notice to Quit to leave your Accommodation, or immediate suspension from the Property. You will be asked to discuss matters with staff as part of the investigations and action could be taken under the [Student Code of Conduct](#). Previous findings of misconduct may be considered when determining the sanction.

## C.6 Health and Safety (including Fire)

- a. You must follow our staff instructions or notices that relate to health and safety or security. If fire or smoke alarm sounds, you must immediately follow the fire action notice instructions.
- b. All our Accommodation is smoke-free, including most courtyards. You must only smoke in designated areas. To reduce the risk of fire/smoke in your Accommodation, Common Areas or any other parts of the Property, you must:
- Not smoke cigarettes, tobacco etc., or use an electronic cigarette, personal vaporizer or electronic nicotine delivery system or associated chargers.
  - Not use candles, incense sticks, hookah and shisha pipes, or similar potential burning or smouldering materials.

- Not prepare or cook food in your Accommodation or in the Common Areas unless it is in a kitchen. You must never leave the kitchen when you are cooking food and be especially careful with hot fat and oil. If you leave frying<sup>2</sup> or other cooking unattended, you may be suspended from staying in the Property.
  - Keep all fire escape routes clear, including hallways.
- c. You must not tamper with any fire detection, firefighting or fire escape equipment, or activate a fire alarm without good cause. You must not cover smoke detectors or wedge fire doors open<sup>3</sup>.
- d. Corridors, landings, stairs and exits from a building are major escape routes in case of fire. You must not obstruct these areas by storing bicycles, personal belongings or rubbish on these routes. If you do, we may remove any items, including items that are blocking fire escape routes. We will charge our reasonable storage costs to you, and return the item/s to you only once you have paid those costs and the item/s must not be stored at the Property again.
- e. For any breaches of Section C 6 a, b, c & d, you will have to attend a mandatory fire safety awareness course. You will also have to pay:
- (1) our reasonable costs of a fire safety check; and
  - (2) If there is damage to an appliance or other costs such as replacement fire extinguisher, the reasonable costs of replacement or repair.
  - (3) Any charge applied by an investigation under the Student Code of Conduct

If you do not pay these costs, your Guarantor will be asked to pay.

- (3) You must comply with the electrical safety recommendations set out by us in the Student Accommodation Handbook. You must make sure your appliances, plugs and wires are safe, suitable for use in the UK and you must not overload electrical sockets with appliances. You may be required to provide a safety certificate or remove electrical items from the Property. We reserve the right to remove any dangerous items with immediate effect.
- (4) We reserve the right to remove any items with immediate effect without notice to you or the owner of any items that could pose a risk, including items that are blocking fire escape routes. We will charge our reasonable storage costs to you, and return the item/s to you only once you have paid those cost and the item/s must not be stored at the Property again.
- (5) You must always keep entrance doors shut, and close windows before leaving the property unoccupied. You must not leave the entrance to the Property open or allow anyone to enter who is not a resident, authorised visitor or a representative of the University carrying identification. This could put you or your flatmates at risk including of theft, and invalidate your insurance.
- (6) You must not enter prohibited areas such as boiler rooms, or roofs.

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<sup>2</sup> Read student handbook. Deep fat frying is not permitted in saucepans or similar. Only temperature controlled electric 'healthy' deep-fat fryers can be used, which must be under 1-year-old. **Frying must be attended at all times.**

<sup>3</sup> Doors to your bedrooms & kitchens are designed to prevent the spread of smoke and fire and should remain closed at all times.



## C.7 Cleaning

- a. You are responsible for keeping your Accommodation, and any en-suite, clean and tidy, including emptying bins, keeping it clear of rubbish, and preventing smells and pest infestation. We will visit your Accommodation at least twice an academic year to check it is clean (as explained in C.4).
- b. You are jointly responsible with the other occupants of the Property, to keep any Common Areas (such as a kitchen, bathroom, toilet, common or other room and adjoining corridors) clean and tidy always, taking out bins regularly (usually daily), and following recycling guidance. We will visit approximately once a fortnight to check the Common Areas are clean and tidy.
- c. We may increase these visits if required, and without notice if there are issues. If cleaning is not carried out, following a warning we can arrange cleaning. **The reasonable cleaning costs will be charged to you, and other residents in the Property if appropriate. If you do not pay the charge, your Guarantor will be asked to pay this.**
- d. You must tidy and clear any rubbish, you or your visitors leave in any garden area.

## C.8 Pets

You are not permitted to bring into the Accommodation/Property any animal, unless it is a trained assistance dog, and meets the terms of our [assistance dog policy](#) . If you require an assistance dog, you will need to obtain our prior written permission, which will not be unreasonably refused. You will be responsible for the proper care and control of assistance dogs in the Property, including regular cleaning. You would have to pay for any damage or extra cleaning required, related to your dog.

## C.9 Keys

You must take proper care of your keys/entry cards, not give them to others, and return them to the University at the end of the Licence Period. You will have to pay our reasonable costs of a lock change or key replacement, which can cost up to £150.

If you require a parking fob, you will be required to pay £30 deposit to the University. The deposit will be returned to you when you return the fob.

## C.10 Parking

- a. Bicycles are not permitted inside the Property. Any bicycle should be secured in a cycle rack using recognised security D-locks, extension cable or heavy chain locks with certified locking mechanisms. Please lock the frame and both wheels to a cycle stand or a strong immovable object.
- b. You cannot park any other vehicle at the Property without a valid permit and in a parking space (drivers with a disabled badge can park in designated bays, if available). You cannot carry out any vehicle repairs at the Property, even if you have a permit. Students living in Halls of Residence are usually not eligible to apply for the Council's street parking permits, as Councils are keen to reduce car use in the city centre. Parking charges are separate to Accommodation Fees and are payable in advance and in termly instalments.

## C.11 Information Technology and Wi-Fi use

Your Accommodation and the Property are provided with access to Information Technology and Wi-Fi services which are available to you on condition that you comply with the [University's Core Regulations for the use of Information Technology](#) ('Regulations'). So, for example, you may not create or transmit material that infringes the copyright of another person or organisation such as sharing films without the owner's consent via a file-sharing application that you install on your own device. If you breach the Regulations, we reserve the right to take appropriate action, including, but not limited to, removing your internet access.

## Part D: Use of the Property

### D.1 Our responsibilities

- a. We will repair and maintain the following:
  - The structure and the outside of the Property;
  - Any shared parts of which the building is part of;
  - The internal areas of the Property including any furniture we have supplied;
  - Any communications provided including internet provision.
- b. We will carry out repairs which we are responsible for within a reasonable time of finding out the repair was needed. The length of time will depend on how urgent the repair is, and our service standards in place at the time.
- c. We will ensure University security staff members are clearly identified, and that any staff or contractors requiring access to the Accommodation/Property carry, and allow the Student to inspect, appropriate identification documents.
- d. We will provide white goods including kettle, toaster, iron and vacuum cleaner. We will maintain any kitchen facilities in the Common Areas serving the Property in good order and repair, and keep any equipment there in proper working order, replacing any broken or faulty equipment as promptly as is reasonable, after it is reported.

### D.2 Your responsibilities

- a. You must promptly report to us any repairs via PlanOn Repairs app, or by email to [repairs@canterbury.ac.uk](mailto:repairs@canterbury.ac.uk), or to the i-zone service, as follows:
  - any damage, need for repair or failure of services, such as equipment or lighting within 24 hours of becoming aware of it;
  - immediately any fire or accident resulting in injury to any person or damage to any part of the Property or to the Contents;
  - immediately any suspicious circumstances likely to affect the security of any part of the Property;
  - any damage to the Accommodation or other part of the Property caused by an intruder, other student or visitor as soon as possible and in any event within 24 hours.

- b. You must not bring additional furniture (including fridges and cooking appliances) into the Accommodation or any other part of the Property without prior permission from the University's Accommodation Office, which will normally only be granted in the event of evidenced medical needs.
- c. You must not put anything harmful or which is likely to cause a blockage, in any sinks, pipes or drains. You must regularly clear your sink plug holes and shower trap / drainage of hair to prevent them becoming blocked.
- d. You must not alter, modify, decorate, remove, add to or in any way interfere with the structure of the Accommodation, the Property, the Contents or the building. You must not fix anything to the interior of the Accommodation, Property or the Common Areas, which may damage the structure or decoration of the Accommodation, Property or the Common Parts (including phone or internet), or place anything outside the windows of the Accommodation, Property or the Common Areas.
- e. Accidents happen, but anything that is damaged will need to be paid for. You do not have to pay for normal wear and tear. You and your housemates are jointly responsible for looking after the shared areas. Where damage or loss occurs at the Property (including furniture & furnishings) and despite all reasonable efforts, it is not possible for us to ascertain an individual who caused the damage; you and those you share the Accommodation with will be collectively responsible and therefore you will be required to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. You shall not be required to contribute in respect of loss or damage, which in our reasonable opinion has been caused by an intruder (provided you have kept your obligations relating to security, and reported to the police where necessary). You are responsible for the conduct of any invited visitor(s) and must pay the University for any loss or damage caused by such visitors.

## Part E: End of Licence and Moving Out

### E.1 Termination of the Licence Agreement and Leaving the Accommodation

- a. Once you have accepted your Accommodation Offer, you have a 7-day cooling off period to cancel, with no charge, unless it is in within 7 days of the licence start date. The University will cancel the agreement and refund any Advance Rent Payment made, if you cancel in this period only.
- b. If you do not take up residence in the Accommodation, or fail to make arrangements with us for a late arrival, within 24 hours of the start of the Licence Period, we may terminate the Agreement. In that case, you will be liable for the Accommodation Fees up to and including the date of termination, and the Advance Rent Payment will not be refunded and will be put towards the Accommodation Fees accrued.
- c. The Accommodation Licence is for the Licence Period as specified in the Offer. Once this Agreement becomes binding under section A.2 you are tied into a binding contract with the University and your Licence will only be cancelled if section E.2 or E.4 below applies.
- d. The Advance Rent Payment will not be refunded, except where clause E.1a above applies, and will be put towards Accommodation fees accrued.

## E.2 Students wanting to leave early

- a. If you later decide to live somewhere else or you want to cancel the contract, you will still be liable for the accommodation payment, unless you or we find another student to take over your accommodation. We will only fill your room after all other vacancies have been filled, so the sooner you make your request, the more likely it is that we will be able to help you.

### b. Withdrawing or interrupting students

- i. After the start date of the Licence Period you can only end the Licence Agreement if you are withdrawing from or interrupting your course of study. You will be required to leave the Accommodation if you withdraw from your studies and cease to be a registered student OR if you are formally excluded from the University for whatever reason OR if you interrupt from your University studies.
- ii. In such cases, if you give notice before 31 March, you will be required to pay 4 weeks accommodation fees in lieu of notice, from the date you or the University inform the accommodation department of your change of academic circumstances. You must advise the accommodation department as soon as a change is due to be made.
- iii. If you give notice after 31 March, the Contract will remain as the original end date for the Licence Period. You will still need to leave the Accommodation; however, you will be responsible for payment of the Accommodation Fees for the Licence Period.
- iv. You must return your keys to the security reception on the day you leave and notify [accommodation@canterbury.ac.uk](mailto:accommodation@canterbury.ac.uk) that you have vacated the Accommodation. If you do not return your keys and notify accommodation that you have vacated on the day you leave, you will be required to pay a weekly rate for the Accommodation until the date that you return your keys and notify sites that you have vacated or our reasonable costs of key replacement and lock change. (Section E5 sets out the requirements for moving out).

### c. Other reasons

- i. If you wish move out before the end of the Licence Period and want the University to try to re-let your Room, then you should return your keys (or ask for your card access to be suspended in respect of the Accommodation) when you move out.
- ii. Whilst the University will attempt to fill your Room, this may not always be possible and becomes more challenging after the start of the academic year and this will mean that you will remain liable for the Accommodation Fees for the duration of the Licence Period.
- iii. A replacement student can only be approved if all other University Accommodation has already been filled, and the student is not moving from other University managed accommodation
- iv. The keys will be held but can be returned to you (or your card access restored) upon advance communication with [accommodation@canterbury.ac.uk](mailto:accommodation@canterbury.ac.uk) and production of your student ID card at any time up until the end of the Licence Period or the Accommodation being re-let. You will need to give us 48 working hours' notice.

- v. Returning your keys (or requesting suspension of card access) does not cancel your existing Contract and you will remain responsible for the Accommodation Fees for the entire Accommodation Period unless the Accommodation is successfully re-let.
- vi. Occasionally we may be able to re-let your room for a short period only, this will not end your payment liability, for the remainder of the Contract. In this case, the partial payment we receive will be credited to your account.
- vii. You will be liable for our reasonable cleaning costs and the cost of repairs of any damage caused to the Accommodation during your occupation in order to prepare the Accommodation for re-letting when you move out.

**d. You must:**

- i. Pay any costs we incur as a result of you leaving early such as professional cleaning costs if necessary, in addition a £50 termination charge, if we have been able to let the room, to reflect the reasonable costs of us having to find a new occupier.
- ii. Complete the online [Departure Inventory](#) before, or within 7 days of departure.
- iii. Hand in your keys/access cards/fobs to the local reception.
- iv. Comply with section E5b on how you leave the Property, to ensure you don't incur additional charges.

### E.3 Accommodation Moves

- a. We may require you to change rooms at our reasonable request. If for any reason beyond our control the Accommodation is not ready for occupation at the start of the Licence Period (for example, works have overrun) we would offer you comparable alternative accommodation.

If this section applies and we ask you to change to alternative accommodation with higher Accommodation Fees, you would not need to pay any increased fees during the period of occupation. If this section applies and we require you to move to alternative accommodation with lower Accommodation Fees, you would benefit from the reduced fees and pay the lower amount during the period of occupation

- b. We reserve the right to require you to move to similar alternative accommodation in the following circumstances:
  - i. for reasonable management reasons (e.g. where we need to carry out works to the Accommodation, or where the Accommodation is not fully occupied); or
  - ii. where we reasonably consider that, because of your behaviour, it is necessary to move you to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation.
  - iii. You have not made all payments due, and we have cheaper accommodation available.

If we require you to move, we will give you notice of this by email. We will provide details of the alternative accommodation and notify you of the date on which you will be required to relocate. We will give you reasonable notice of this date, taking into account the

circumstances, which may mean that, in certain circumstances, the notice period may be as little as 24 hours.

If we require a move, you have a right to terminate this Agreement as an alternative to relocating, unless the move is because you are in breach of one or more of your obligations, or we need to provide temporary accommodation during periods when the University campus is closed, or urgent work is needed. However, you must still pay the Accommodation Fees as set out at Section E2c. of this Agreement.

#### **E.4. University taking action to end the licence**

**We reserve the right to terminate the Licence at any time, prior to the end of the Licence Period by issuing a Notice to Quit for you to leave:**

- a. If you are not (or cease to be) registered on a full-time course of study; and/or
- b. If you have failed to pay Accommodation Fees or other fees related to the accommodation by the Payment Date, and/or
- c. If you have caused nuisance or other antisocial behaviour, and/or
- d. If you have failed to observe other provisions set out in the Licence Agreement, and/or
- e. If you have caused a risk to the health, safety or welfare of yourself or others or the University's or other people's property, and/or
- f. If a Guarantor is required and is no longer in place, and/or
- g. Having regard to our obligations under the Equality Act (2010), if (in our reasonable opinion) your health or behaviour creates a serious risk to yourself, to others, or to the property of others, and there is no other suitable university managed accommodation to move you to.

**If we require you to leave, you will remain responsible for the full Accommodation Fees due to the end of the Licence Period, except if E.4.g applies.** Our acceptance of keys at any time shall not be effective to terminate this Accommodation Licence Agreement, while any part of the Licence Period remains unexpired.

#### **E.5 Moving Out**

- a. **You must leave the property by no later than 10am on the day the Licence Period ends.**
- b. Before you leave, you agree to:

Return the Accommodation, Property and Common Areas, including the Contents and all keys and cards to us at the end of the Licence Period (however and whenever it ends) in the same condition as recorded on the inventory.

- i. Clear all your belongings from the Property and Common Parts, including the kitchen and bathrooms. Any remaining items will be treated as abandoned. We will arrange disposal of them and you will be liable for the associated costs. We will not be liable to pay compensation to you for items you have left at the property after the end of the Licence Period.
- ii. Make sure that any rubbish / refuse is put in the correct bins provided for the purpose,

- outside the Property;
- iii. Pay all reasonable and proper costs and expenses (including legal costs) incurred by us to recover possession of the Accommodation/Property and / or outstanding Accommodation Fees and other fees or charges, incurred as a result of you not performing your obligations under this Agreement. This includes costs of organising cleaning or repairs for damage or neglect.
- iv. Arrange your own post re-direction or change of address. Post and deliveries for residents who have left will be refused, or returned to sender.

If you do not leave the Accommodation at the due time, at the end of the Licence, Period you will need to reimburse us for any costs we incur as a result. Failure to return the keys/ cards will result in a charge being made for replacement keys. If a lock change is needed, you will be charged for the locks to be changed. Extra charges may arise if we are required to remove and dispose of items left in the Property.

- c. If you leave in the 8 weeks before the end of the Licence Period and hand back the keys/entry card, we (or our contractors) may enter the Accommodation/Property for cleaning and maintenance purposes, and may allow another person into occupation.

## Part F: Remedies and Policies

### F.1 Data Protection

- a. We will process personal information in accordance with the applicable Data Protection Legislation including the current General Data Protection Regulation (GDPR) and Data Protection Act 2018 as replaced and updated from time to time. We will not disclose personal information obtained from you; except as permitted by the following clauses of this Agreement, or where there is serious risk of harm to you or to others, or the University's or other people's property, or for the purpose of the detection or prevention of crime.
- b. We process your personal data for all lawful purposes in connection with your Accommodation Licence. We process the data for the performance of the licence, which includes debt recovery, measuring satisfaction, allocating rooms, ensuring there is an appropriate student mix, dealing with insurance, and enabling us to carry out our obligations. We will also use data in our legitimate interests or your vital interests where there is a serious risk of harm to you or to others or to our or other people's property, to ensure the health and safety of students, staff and visitors and for all matters arising from your membership of the University. We may also process data for the purpose of crime prevention and detection.
- c. As part of the performance of the licence we will contact the Guarantor you provided if you do not pay your Accommodation Fees. We will only contact the Guarantor after having sent you an initial reminder letter. We will send your Guarantor a copy of any reminder letters that we send to you. This will inform them that we have contacted you regarding payment of your Accommodation Fees and will advise them of the outstanding balance on your Accommodation Fees account, including any additional charges.

Where payment continues to remain outstanding, we will write directly to your Guarantor to request that they make payment of the outstanding Accommodation Fees and any additional charges.

The correspondence we send to your Guarantor will include your student ID account number

(to enable them to make any payments), your correspondence and / or permanent address and all email addresses you have registered on your student record with the University. Your correspondence / permanent addresses may be different to your University accommodation address.

- d. Your Licence to occupy the Accommodation does not affect the University's disciplinary powers. If you do not comply with this Agreement, you may be subject to the University's Student Disciplinary Procedures. We may have to inform your faculty of breaches including behaviour and debt owed, as some issues have to be declared for some professional courses e.g. nursing, teaching, law; as you will be a member of a professional body, or if there are concerns that your behaviour could affect the student body e.g. drug dealing suspicion, threatening or abusive behaviour.

## F.2 Possessions and Insurance

- a. 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. If Services are provided by an external body including another landlord, we may have to pass matters to them including any request for compensation.
- b. [Personal contents insurance](#) is provided for you during the period of the Accommodation Licence, subject to you paying your Accommodation Fees on the Payment Dates. You must check whether the University's Block Contents Insurance policy is sufficient to cover your personal possessions and obtain any top-up cover required for items not included in the policy. You must, at all times, take steps to prevent accidents, loss and damage, and there may be an excess for you to pay.

## F.3 Delivery and Service of Documents

- a. Any formal notice or other official document which you send us will only be validly served if you send it to our registered office address:

The University Solicitor and Clerk to the Governing Body  
Canterbury Christ Church University  
Rochester House  
St. George's Place  
Canterbury  
Kent  
CT1 1UT

**It is also advisable to send an electronic copy directly to [accommodation@canterbury.ac.uk](mailto:accommodation@canterbury.ac.uk) if you need a prompt response**

- b. You must send us promptly a copy of any communication you receive which is likely to affect the Accommodation or the Property, such as a notice from the local authority, or owner of a neighbouring property.

## F.4 Accommodation Complaints Procedure



- a. In the event a dispute arises between you and us concerning your Accommodation or the Property, you should in the first instance discuss any such issue by notifying the University's Accommodation office at [accommodation@canterbury.ac.uk](mailto:accommodation@canterbury.ac.uk) with a view to attempt to settle matters with the University wherever possible, on an informal basis.
- b. You can use our complaints procedure if you feel that we have broken the terms of this Agreement or have not carried out our responsibilities. Our [Accommodation Complaints Procedure](#) is available on our website.
- c. If following completion and receipt of the decisions of the complaints process, you remain dissatisfied with the outcome of these decisions; you will be able to complain to the [Office of the Independent Adjudicator](#) (OIA).

## **F.5 Law and Jurisdiction**

The Agreement shall in all respects be governed by the laws of England and the English Courts will have exclusive jurisdiction to resolve any disputes arising out of it.

## **F.6 Severance**

If any provision in this Agreement is held to be illegal or unenforceable under any enactment or rule of law, then that provision shall not form part of this Agreement and the enforceability of the remainder shall not be affected.

## **F.7 Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 applies to this agreement. This means that the only persons who can enforce its terms are you and us.

## Appendix 1

### GLOSSARY OF TERMS

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

Accommodation/Room	The room, flat or house 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
Advance Rent Payment	An advance payment of accommodation fees payment payable to the University by the Student when the Student accepts the Offer. This is used towards the first accommodation payment.
Common Areas	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 and equipment in the Accommodation and Common Parts which is set out in the Offer
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 online <a href="#">Accommodation Portal</a> .
Payment Dates	Either: <b>Full Academic Year – licence</b> <ul style="list-style-type: none"><li>• If paying in full, on or before the first day of the Licence Period; or</li><li>• If paying in 3 instalments at the start of each Period, (usually at arrival September, and start of January and April).</li></ul> Or: <b>Short-Term Courses or Stays starting after the semester start</b> <ul style="list-style-type: none"><li>• Paying in full, at the start of the licence period.</li></ul>
Student/you/your	The Student/s specifically named in the Offer
Property	The Accommodation, Common Parts, building, garden areas and other surrounding areas managed by the University named in the Offer
University/we/us	Canterbury Christ Church University

END OF LICENCE AGREEMENT Last Revised July 2020

«sTitle» «sFirstName» «sLastName»		
Date: Day..... Month ..... Year .....		
1.	Licencee	«sTitle» «sFirstName» «sLastName» «sID»
2.	Accommodation Room	«sRoomNumber» «House_Address»
3.	Licence Period	The dates of occupancy are: From «Booking_Start_Date» until «Booking_End_Date»
4.	Accommodation Fees	£«AccommodationCharge»
	Pre-payment Fee	£115
	Instalment Dates	% of total due <ul style="list-style-type: none"> <li>• Sep – 35%</li> <li>• Jan – 35%</li> <li>• April – 30%</li> </ul>