

# Accommodation Licence Agreement

## Terms and Conditions of Contract 2023/24

Welcome to Canterbury Christ Church University and your new student home.

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. There is a Glossary of Terms in Appendix 1.

If you do not understand anything in this Agreement, you should ask for it to be explained before you accept it by seeking advice from Citizens' Advice Bureau, a Law Centre, or a Solicitor.

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

- A.1 Accepting this Agreement means you are entering into a legally binding contract with us. This Agreement is a licence, and nothing contained in this Agreement shall be construed as setting up the relationship of Landlord and Tenant and does not, and is not intended, to create a tenancy.
- A.2 This Agreement is not an assured short hold tenancy (unlike a contract with a private landlord). This means that the Agreement does not have the legal protection set out in the Housing Act 1988 (as amended). Instead, this Agreement means you have a **personal** right to occupy the Accommodation during the Licence Period subject to the terms of this Agreement and gives **you** the right to live in the Accommodation. You do not have exclusive possession of the Accommodation. **Only you, as the student named in the Agreement, may live in the Accommodation as the sole occupant.** The only exceptions are where the Accommodation is let as a 1-bed studio unit, or a carer accompanies a student with prior written permission from the University's Accommodation Office.
- A.3 Move into Accommodation accompanied by a carer. You will be responsible for your Licence Fee **and the Licence Fee for your carer's Accommodation.**
- A.4 This Agreement is a binding document. If you accept it, you will be responsible for fees until the Agreement ends. Should you move out early you will still be responsible for fees until the Agreement's end. You should read this document carefully. If you do not understand anything within the Agreement, you should ask for it to be explained to you before you accept it.
- A.5 This Agreement is granted by the University, an education institution, in conjunction with your pursuit of study at the University. **It is a condition of this Licence that you remain a registered full-time student at the University during the Period of Occupancy.** You must notify the Accommodation Team in writing

immediately if, at any time during the Period of Occupancy, you cease to be a registered full-time student. You will then be required to leave the Accommodation as set out in part E.

A.6 By entering into this Agreement, you agree to fully comply with your responsibilities set out in this Agreement. If you fail to meet these, we will tell you. We will allow you in the first instance to put things right unless the failure/issues are serious or persistent. Should you fail to take this opportunity, or if the failure/issues are serious and ongoing, we will take further action against you. This may result in you having to leave your Accommodation.

A.7 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:

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

Please check the following carefully:

- the contracted Licence start and end dates; and
- the payment dates and amount payable.

These are set out 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.**

NOTE:

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

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

A.8 If for any reason you become or cause us to become liable for Council Tax for the Accommodation (for example, because you are in full time employment; you are no longer a full time student or a non-student resides with you; or if you claim social security benefits) then you will pay such Council Tax (or reimburse us for any sums paid within 14 days of written demand).

A.9 You must pay your fees as set out in [Paying for your Accommodation](#) and comply with obligations set

out in the policies and regulations in clause A.5 as amended from time to time.

A.10 The Agreement becomes legally binding when both of the following criteria are completed:

- 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 to reserve your Accommodation. It is automatically deducted from your first Accommodation Fees instalment.

## **Part B: Paying and your Main Obligations**

B.1 We will permit you to occupy the Accommodation during the Licence Period only when you have fulfilled all of the below requirements:

- i. accepted the Offer and completed the online processes.
- ii. undertaken the online mandatory training.
- iii. paid the required Advance Rent Payment.
- iv. either paid the Accommodation Fees in full or agreed to pay in 3 instalments as per clause B.2 below.

### International students where your college / university is Paying your Accommodation Fees

Your college or university pays us for the Accommodation directly for some short courses. Where this applies to you, your Institution must pay the Accommodation Fees in full on, or before, the Payment Dates or the first day of the Licence Period. You can check with your university or college if they have paid.

At the date of this Agreement the Accommodation Fees is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Licence period, for example, if there is a change in the law.

- Payments

You must pay the Accommodation Fees due to the University when you either:

- Pay the Fees in full, on or before the first day of the Licence Period. If you pay in full, we will credit your student smartcard with £250 for use in the University catering outlets. £100 will be credited in October, £100 in January and £50 in April); or
- Pay the Fees in three/four instalments for Full-Year Licences (Depending on licence length) on the Payment Dates as set out in your Offer when you accept your Accommodation Licence Agreement online (typically, instalments will be due in September, January and April for 39-week licences and an additional payment in June for 51-week licences). When you accept the accommodation offer, if you select to pay in instalments, you will need to pay an initial £115 pre-payment online. Your first instalment payment will be reduced to reflect the amount already paid.

**Note:** An instalment option is not available for Short-term licences (under 14 weeks), where you will have to pay all your fees upfront before you move in.

For licences between 14 and 39 weeks, payment in three instalments will be offered. Dates and details will be provided in your individual Offer.

[For 51-week licenses, payment will be offered in four instalments. Dates and details will be provided in your individual offer.](#)

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 will seek to recover any unpaid fees from you and/or your Guarantor. We reserve the right to consider the available recovery options, including legal proceedings or referral to a debt collection agency. You should be aware that this may have severe consequences on your ability to obtain credit in future and may result in additional costs to you.

If you think you will have problems paying your Accommodation Fees, please get in touch with us immediately to discuss potential options.

If you do not pay or you default on an agreed payment plan, we will contact your Guarantor after sending you an initial reminder letter. We will inform them of any outstanding balances (including any additional charges). We will send them a copy of our second and third reminder letters and seek recovery from them if the Accommodation Fees remain unpaid.

The reminder letters that will be shared with your Guarantor may include information about your name, addresses, telephone numbers, emails, and information required to identify you, such as your date of birth, your student ID, and the value of any outstanding balances for your Accommodation Fees (including any additional charges).

You must comply with all the terms of this Agreement. If you breach the terms of this Agreement and we incur any documented and chargeable costs in issuing replacement lost or stolen key cards and fobs, repairing or replacing our fixtures, fittings, furniture or equipment and any income we may lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement, we will seek to recover those costs from you.

You must comply with all terms of this Agreement. If you breach the terms of this Agreement, we may seek to recover any and all costs reasonably incurred. This includes but is not limited to the issue of replacement key cards and fobs; repair or replacement of fixtures, fittings, furniture, or equipment; any costs or loss of revenue from failure to move out in accordance with the terms of this Agreement. This list is not intended to be exhaustive.

If you are in serious or persistent breach of this Agreement, including non-payment of any fees, then we may terminate this Agreement by serving a Notice to Quit. Support and advice are available to you if you are in serious or persistent financial difficulties through [Student Support](#).

B.3 You must complete a condition check of the Accommodation on arrival using our [Online Form](#) within 7 days of taking occupation. Should you not report any damage or missing items within 7 days of taking occupation, we will presume that your Accommodation was in good order when you moved in and that any 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 (except for fair wear and tear).

B.4 Looking after your Accommodation and Property. You agree that you will:

- a. Keep the Room and Common Areas in a clean and tidy condition, in good repair and decorative order. This includes keeping the accommodation well ventilated. (e.g., Opening Windows)
- b. Keep the Contents, including but not limited to furniture, fixtures, and fittings, clean and tidy and in good repair and decorative order.
- c. Not to remove any of the Contents from the Accommodation or the Common Areas, any misuse or damages will be chargeable.

B.5 Under 18s and parent/guardian/carer

If you are under the age of 18 years when the Offer is accepted your parent/guardian/carer will be required to agree to the terms of the licence agreement and to sign in require your parent/guardian/carer to agree to these terms by signing this Accommodation Licence Agreement as well as yourself.

## Part C: Your responsibilities

### C.1 Illegal or immoral use

- a. You must act lawfully, including avoiding any action or negligence that may have a potentially adverse effect on the University, the owners, occupiers, or neighbouring property.
- b. You must not bring into the Accommodation any illegal items, weapons or items reasonably considered offensive or dangerous (e.g., replica, ceremonial weapons, knives or air weapons) or allow the Property to be used for any criminal, immoral or illegal purpose, including but not limited to the selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.
- c. You, or any visitors, must not allow anyone in the Property to be in possession of, or to be involved in taking, making/cultivating, or supplying any prohibited or controlled drug (whether in the Property or surrounding area). It 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, including nitrous oxide.
- d. You must not commit any arrestable offence, or criminal act, which we consider makes you unsuitable for living in the Accommodation.
- e. You must make any guest or visitor aware of the fire regulations and location of the fire assembly point.

### C.2 Private Use as University Accommodation

- a. This Property is only for full-time students at the University. You must move into the Property and let us know if you will be away for 4 weeks or more.
- b. If you are leaving your course for any reason, you must let the accommodation team know immediately in writing (see Section E). If you cease to be enrolled and registered as a full-time student for any reason during the Licence Period, we may give you 4 weeks' notice of termination. You will lose the Council Tax exemption if you are no longer a full-time student.
- c. You must not conduct any form of business, trade, or profession at or from the Property unless you have our prior written permission. You must do any practical or creative coursework only in the relevant facilities in the teaching departments. Any damage to property as a result of reckless or unreasonable coursework will result in cost damages and potential forfeiture of the lease.

### C.3 Visitors and Guests

- a. You are responsible for any Visitor's behaviour, including any damage to the Property. You must ensure that they are aware of the terms of this Agreement. Visitors must not break the terms of the Agreement. If they do, you will be in breach of this Agreement and receive the appropriate penalty and disciplinary action.
- b. You must not give your keys or access card to any other person to access or stay in your property.

- c. You cannot sub-let it or transfer occupancy of the Accommodation to anyone.
- d. You cannot share the Accommodation. The only exceptions are where the Accommodation is let as a 1-bed studio unit, or a carer accompanies a student with prior written permission from the University's Accommodation Office.
- e. Visitors must leave by 10 pm or be signed in if staying overnight at the appropriate reception/security desk.
- f. Overnight guests are limited to one guest per night. Overnight guests may stay for a maximum of two nights in one week (Monday to Sunday). Where the two overnight visits are consecutive there must be a minimum two-night break between consecutive overnight visits.
- g. Visitors aged under 18 must only be siblings and cannot stay overnight or be at the Property after 10 pm.
- h. You must not allow anyone to visit or stay at the Property if we have notified you that they are banned from doing so.
- i. Students who have guests for longer than two nights and/or cause a disturbance to others and/or breach these Licence conditions may be referred to disciplinary action. It 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, officers, servants, or agents of ours), 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 circumstances, no notice may be given, but we will knock on the door before entering:

- a. An emergency.
- b. To clean, inspect or repair the Accommodation, or any other part of the Property to comply with our responsibilities under this Agreement.
- c. Where we have serious concerns for a student's health, welfare, or wellbeing.
- d. Where another student reported the need for repair in a communal area.
- e. Where the Property appears to be not secure.

We usually give seven (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, if applicable, en-suite) inspections are carried out at least four times during the Licence Period to ensure it is kept clean and tidy. We will give seven (7) days' notice by email of these checks. We recommend that, where possible, you are present in your Accommodation when the inspection takes place. Additional short notice visits will be arranged where the Property is not being kept in reasonable condition to monitor improvement.

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

- a. It may be your first time living with people you do not know and from differing backgrounds. You agree 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 openly and unthreateningly. Should disputes continue, you should contact us, and we will work with you on mediation or other appropriate action.
- b. You agree to show respect at all times to all persons living in the Accommodation and locality. You must not cause or do anything likely to cause a nuisance or annoyance to other people in the Property or neighbourhood, their family or visitors, or anyone engaged in a lawful activity in the community.
- c. You and your visitors must not be verbally abusive, assault, threaten, harass, or obstruct our staff, contractors, agents, or any other persons authorised by us while they are doing their job, including outside regular 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 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 11 pm and 7 am.
  - 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.
  - You must not host or advertise unauthorised events within the Accommodation or Property or invite an excessive 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 because of race, religion, sex, sexual orientation, gender reassignment, disability, belief, culture, lifestyle, or age.

Behaviour is sexual harassment if it is "unwanted, persistent and of 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; or
  - Deliberately exposing intimate parts of the body 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. Should your behaviour fall 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 disciplinary action may be taken against you. Previous findings of misconduct may be considered when determining the sanction.



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

- a. You must adhere to all fire safety procedures identified in this Agreement, fire notices and respond to all fire alarms. You agree to have due regard to the fire evacuation procedures.
- b. You must play an active and responsible role in minimising the fire risk within the Accommodation and responding to emergency procedures quickly and efficiently. You will cooperate with all fire drills and testing of fire alarms and fire detection equipment.
- c. You must follow our staff or emergency services instructions or notices (displayed in the Common Areas and on notice boards in the Property) related to health and safety or security. If the fire or smoke alarm sounds, you must immediately follow the fire action notice instructions.
- d. In the event of the fire alarms sounding, you and your Visitor/s must leave the Property immediately via the appropriate exit(s). Lifts (if any) must not be used for emergency evacuation.
- e. All our Accommodation is smoke-free, including most courtyards. You must only smoke in designated external smoking areas.
- f. 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, or use an electronic cigarette, personal vaporiser, electronic nicotine delivery system,
  - not use candles, tea lights, incense sticks, hookah and shisha pipes, or similar potential burning or smouldering materials
  - not bring in any fireworks, lanterns, or any other items of a similar standing which we reasonably consider to be dangerous.
  - you must not have any personal fridges, freezers, heaters, microwaves, washing machines, kettles, deep fat fryers or other domestic appliances in your bedroom. Personal fridges for bedrooms can be supplied for medication, with the permission from Accommodation Department and Student Disability Team
  - not prepare or cook food in your Accommodation or the Common Areas unless it is in a kitchen.
  - never leave the kitchen when cooking food. Be especially careful with hot fat and oil. You must ensure all cooking equipment is turned off after use. Deep fat fryers are not permitted. If you leave frying or other cooking unattended, you may be suspended from staying in the Property does not block any fire escape routes, especially hallways.
  - not bring e-scooters, electric hoverboards, e-bikes or any other powered transporter. This is not permitted in any of the residences.
  - not place/attach fairy lights, strip LED lights or any other lights to the walls or furniture within the Property.
  - agree not to have any barbeques in the Property, Common Areas, or gardens unless it is prearranged for organised events. In such events, barbeques requested are allowed through the catering department.
- g. To ensure the maintenance of fire precautions, you must
  - not tamper with any fire detection, firefighting, or fire escape equipment
  - not activate a fire alarm other than in an emergency
  - not cover smoke detectors or wedge fire doors open. Doors to your bedrooms & kitchens

are designed to prevent the spread of smoke and fire and should remain closed at all times.

- not interfere with the integrity of your fire door to prevent it from opening or shutting.
  - promptly report any fire door that fails to close properly.
  - promptly inform the accommodations team if you suspect that any items of safety equipment are defective or has been used.
  - not obstruct corridors, landings, stairs or exits from the building by storing bicycles, personal belongings, furniture, bedding, or rubbish on these major escape routes.
  - only use curtains supplied by us that comply with British Standard Fire Safety regulations.
- h. We reserve the right to at your cost remove and dispose any items found that is not permitted to be in the Accommodation or that poses a danger to the safety of residents, University staff or the building itself.
- i. For any breaches of Section C6, the student accommodation fire breach process will be enacted which may lead to your enrolment on a mandatory fire safety awareness course. Further offences may also lead to you having to leave the accommodation. You will also have to pay:
1. our reasonable costs of a fire safety check.
  2. in the event of damage to an appliance, costs for any replacement of a fire extinguisher, the reasonable costs of replacement or repair; and
  3. any charges applied by an investigation under the University's student disciplinary procedures.

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

- k. You must comply with the electrical safety recommendations set out by us in the [Student Accommodation Handbook](#). You must ensure your appliances, plugs, and wires are safe and suitable for use in the UK. 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.
- l. You must ensure that the Accommodation is left secure at all times by keeping entrance doors shut and close windows before leaving the Property. 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.
- m. You must not enter prohibited areas such as boiler rooms or roofs.

NOTE: It is our policy to report breaches of the University's health and safety for disciplinary action under the University's disciplinary procedures. Failure to meet the obligations in section C6 may also constitute a criminal offence. It is our policy to refer serious incidents (i.e., those that have or could have resulted in significant harm) to the authorities. Any conviction could seriously affect your career prospects, result in a heavy fine or a prison sentence.

## 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 four times 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 clean and tidy always, taking out bins regularly (usually daily), and following recycling guidance. Common areas include kitchens, bathrooms, toilets, common or other shared rooms and adjoining corridors. 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 serious issues. Following a warning, we will arrange cleaning if cleaning is not carried out to a reasonable standard. 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 clear any rubbish you or your visitors leave in any garden area or Common Areas.

## C.8 Pets

You are not permitted to bring any animal into the Accommodation/Property unless it is a trained assistance dog and meets the terms of the universities [assistance dog policy](#). If you require an assistance dog, you must obtain our prior written permission, which will not be unreasonably refused or withheld. 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 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. If you fail to do so, or if the keys/entry cards are lost or stolen, you will have to pay our reasonable lock change or key replacement costs, which can cost up to £150.

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

## C.10 Parking

- a. Bicycles and E-Scooters are not permitted inside the Property. Any bicycle or scooter 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. Storing or charging of e-bikes and electric scooters are not permitted within the Property.
- 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.
- c. Canterbury City Council is keen to reduce car use in the city centre. Students living in Halls of Residence are usually not eligible to apply for the Council's Street parking permits. However, the Council makes decisions relating to street parking permits.
- d. Parking permits for parking on accommodation sites are separate from Accommodation Fees and 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 available to you on the condition that you comply with the [University's Core Regulations for the use of Information Technology](#) ('Regulations'). If you breach the Regulations, we reserve the right to take appropriate action, including, but not limited to, removing your internet access.

You may not create or transmit material that infringes another person's or organisation's copyright, such as sharing films, without the owner's consent via a file-sharing application that you install on your own device. You must understand that copyright holders may act against you to enforce their rights.

## Part D: Our responsibilities

### 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.
  - any kitchen facilities in the Common Areas serving the Property.
- b. We will carry out repairs which we are responsible for within a reasonable time. The length of time will depend on how urgent the repair is and our service standards.
- c. We will ensure University security staff members and any staff or contractors requiring access to the Accommodation/Property carry appropriate identification documents.
- d. We will provide white goods including kettle, toaster, iron, and vacuum cleaner.
- e. We will keep any equipment in proper working order. We will replace any broken or faulty equipment as soon as possible, whether we identify it through inspections or reports by residents.

### D.2 Your responsibilities

- a. We ask you to promptly report to us any repairs via email to [repairs@canterbury.ac.uk](mailto:repairs@canterbury.ac.uk), security in an emergency 01227 922355, or to the I-zone service (01227 922222), as follows:
  - immediately any fire, accident, or damage to any part of the Property or the Contents
  - immediately any suspicious circumstances likely to affect the security of any part of the Property.
  - any damage, need for repair or failure of services, such as equipment or lighting, within 24 hours.
  - 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 written permission from the University's Accommodation Office, which will typically only be granted in the event of evidenced medical needs.

- c. You must not put anything harmful or 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 from becoming blocked.
- d. You must not alter, modify, decorate, remove, add to or in any way interfere with the structural integrity of the Accommodation, the Property, the Contents, or the building. You must not fix or decorate anything to the interior of the Accommodation, Property, or the Common Areas, which may damage the structure (including phone lines or internet), or place or affix anything outside the windows of the Accommodation, Property, or the Common Areas.
- e. You and your housemates are jointly responsible for looking after the shared areas. Where damage or loss occurs at the Property (including furniture & furnishings). Therefore, you will be required to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. You will not be required to contribute where loss or damage occurs, which in our reasonable opinion was caused by an intruder, provided you kept your obligations relating to security and reported to the police where necessary. You are responsible for the conduct of any invited visitor(s). You must pay the University for any loss or damage caused by such visitors. You do not pay for everyday wear and tear.

## **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 within seven 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. You will no longer be bound by these terms and conditions or any other terms of the Agreement.
- b. If you do not take up residence in the Accommodation or fail to make arrangements with us for late arrival within 24 hours of starting the Licence Period, we may terminate the Agreement. In that case, you will be liable for the Accommodation Fees up to and including the termination date. The Advance Rent Payment will not be refunded but put towards the Accommodation Fees accrued.
- c. The Accommodation Licence is for the Licence Period as specified in the Offer. Once agreed 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. Should you later decide to live elsewhere, or you wish to cancel the Contract, you are still liable for the accommodation payment.
- 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
    - are formally excluded from the University for whatever reason OR
    - interrupt your university studies.

your application for withdrawal will be authorised once we have confirmation from the data manager that you are withdrawing from the course.

- ii. In such cases, if you give notice before 31 March, you will be required to leave within 28 days from the date you or the University inform the accommodation department of your change of academic circumstances. Additionally, you will be required to pay 4 weeks Accommodation Fees. The 4 weeks Accommodation Fees charge will commence from the date we have confirmed you have left your Accommodation from either confirmation from security that your keys have been returned or from housekeeping that your Room is unoccupied.
  - iii. If you give notice after 31 March, the original end date specified in the Contract will remain for the Licence Period. You will still need to leave the Accommodation within 28 days from the date you or the University informs the accommodation department of your change of academic circumstances; however, you will be responsible for paying the Accommodation Fees for the remainder of your Licence Period.
  - iv. Requests for early release due to medical reasons, will only be agreed subject to review of any medical **evidence you provide from a General Practitioner (GP), which must be dated within the last month**, giving details of why you cannot continue to live in your accommodation. If your early release request is successful, you will be required to pay 4 weeks Accommodation Fees. The 4 weeks Accommodation Fee charge commences from the date we have confirmed your keys have been returned and your Room is unoccupied.
  - v. 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 tell Accommodation that you have left 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 to move out before the end of the Licence Period and want the University to try to re-let your Room, you should return your keys (or ask for your card access to be

suspended in respect of the Accommodation) when you move out.

- ii. Although the University will attempt to fill your Room, this may not be possible. If we are unable to let the room, you will remain liable for the Accommodation Fees for the entire Licence Period.
  - iii. A replacement student can only be approved if all other University Accommodations have already been filled, except where a student is not moving from other University-managed accommodations.
  - 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. 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. In this case, the partial payment we receive will be credited to your account. It will not end your payment liability for the remainder of the Contract.
  - 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 to prepare the Accommodation for re-letting when you move out.
- d. You must:
- i. Pay any reasonable costs we incur as a result of you leaving early, such as professional cleaning costs if necessary.
  - 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

This Licence does not give you the right to exclusive possession of the Accommodation. The University at its discretion may move you to other accommodation if it sees fit. In such circumstances the University will make reasonable endeavours to ensure that inconvenience to you is kept to a minimum.

- 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 will 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 will 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 notify you by email. We will provide details of the alternative Accommodation and inform 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 set out in Section E2c. of this Agreement.

We have the right to carry out any alterations or building works at the Accommodation and/or on our adjoining property without liability for disturbance, provided that, as far as practicable, we have used reasonable endeavours to minimise any disruption.

#### 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, including fire safety breaches; and/or
- f. If a Guarantor is required and is no longer in place; and/or
- g. If in our reasonable opinion, your health or behaviour creates a serious risk to yourself, to others, or the property of others, and there is no other suitable University managed Accommodation to which you can be moved.

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



## E.5 Moving Out

- a. You must leave the property no later than 10 am when 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 their disposal, 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. Ensure that your room and property is left in the same clean condition that you found it on arrival. 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. It includes costs of organising cleaning or repairs for damage or neglect.
- iii. Arrange your post re-direction and update your 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/entrycard, we (or our contractors) may enter the Accommodation/Property for cleaning and maintenance purposes and may allow another person to occupy the room.

## Part F: Remedies and Policies

### F.1 Data Protection

We will process personal information following the [Accommodation Privacy Notice](#).

### F.2 Disciplinary

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.

### F.3 Possessions and Insurance

- a. The University's liability for loss or damage to person or property is excluded unless the University's negligence causes the loss or damage or breach of its obligations in this Agreement

or liability arises out of obligations imposed by law. Where Services are provided by an external body, including another landlord, we may have to pass matters to them together with 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 always take steps to prevent accidents, loss and damage, and there may be an excess for you to pay.

#### F.4 Notices

- a. All notices required to be given by you under the terms of this Agreement or other official documents which you send us will only be validly served if you send them to our registered office address:

The University Solicitor and Clerk to the Governing Body  
Canterbury Christ Church University  
Anselm  
North Holmes Road  
Canterbury  
Kent  
CT1 1QT

or sent via email communication to [accommodation@canterbury.ac.uk](mailto:accommodation@canterbury.ac.uk)

- b. Correspondence sent from the University to you will be properly served if they are delivered to you by hand, first class post, e-mailed to your university e-mail account, e-mailed to your personal e-mail account, or special delivery at the Accommodation.
- c. A notice sent by the following means is to be treated as having been received:
  - if delivered by hand, on the day of delivery; or
  - if sent by first class post or special delivery, on the first working day after posting; or
  - if sent by e-mail, 24 hours after the email was sent.
- d. You must send promptly to the above physical or email addresses a copy of any communication you receive likely to affect the Accommodation or the Property, such as a notice served on you by a third party (i.e., from the local authority or owner of a neighbouring land).

#### F.5 Accommodation Complaints Procedure

- a. If 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). We will 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. Should you remain dissatisfied with the outcome after completing the complaints process, you will be able to complain to the [Office of the Independent Adjudicator \(OIA\)](#). The OIA will not normally consider a complaint until the University's internal procedures are completed.

#### F.6 Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage or any person or property or otherwise, unless the loss or damage was caused by our negligence.

#### F.7 Law and Jurisdiction

The laws of England and Wales shall govern the Agreement in all respects, and the English Courts will have exclusive jurisdiction to resolve any disputes arising from it.

#### F.8 Severance

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

#### F.9 Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 applies to this Agreement. It means that the only persons who can enforce its terms are you and us. No other person will have any rights to enforce any of its terms.

## 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, including garden area
Contents	The fixtures and equipment in the Accommodation and Common Parts, which are 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: Full Academic Year – Licence E If paying in full, on or before the first day of the Licence Period; or F If paying in 3 instalments at the start of each Period (usually at arrival September, and the start of January and April). Or: Short-Term Courses or Stays starting after the semester start G Paying in full at the start of the licence period.
Student/you/your	The student specifically named in the Offer
Property	The Accommodation, Common Parts, building, garden areas and other surrounding areas managed by the University specified in the Offer
University/we/us	Canterbury Christ Church University

END OF LICENCE AGREEMENT Last Revised February 2023



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Professor Rama Thirunamachandran, Vice-Chancellor, and Principal