

## **LICENCE AGREEMENT 2017/2018 ACCOMMODATION SERVICES – BIRMINGHAM CITY UNIVERSITY**

This Licence Agreement along with the Terms and Conditions and your Accommodation Offer creates a legally binding contract between the University and you (the Student) once you complete the online acceptance process referred to in your Accommodation Offer (the “**Contract**”), so please ensure you read them all. You should make sure you understand and agree to the terms of these documents before you complete the online acceptance process.

Note: This agreement when accepted by you contains obligations which are legally binding on you and you will be agreeing to pay the Residence Fees in full and to abide by this Contract for the period of the agreement. You should read the Terms and Conditions and this agreement carefully before accepting the offer of accommodation. Your attention is drawn in particular to the parts relating to additional charges you can be asked to pay and to the terms on which you might be required to leave the accommodation early.

This Contract is governed by English law which international students may find quite different to the law which applies in their country. You should take advice before entering into this Contract in order to ensure that you understand the Contract that you will be bound by.

### **THE NATURE OF THIS AGREEMENT**

This Licence Agreement shall grant the Student a licence to occupy the Accommodation (“**Licence**”). It is not intended to create a relationship of landlord and tenant between the parties. Nor is it intended to confer exclusive possession on the Student. The University reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of the accommodation. Where you are required to move, the University will use its best endeavours to ensure you are allocated alternative accommodation of a similar standard within the same Halls of Residence campus. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different Halls of Residence campus. In these circumstances the University’s approach will be as follows:

- a Student moved to a higher standard of accommodation would not be charged an increased Residence Fee; and
- a Student moved to a lower standard of accommodation would have his/her Residence Fee reduced accordingly,

provided that if the Student is relocated on the grounds set out in clause 3.3 of this Licence then the University reserves the right to increase the Residence Fee consistent with the new standard of accommodation, or (as the case may be) not offer a reduction in the Residence Fee that applied before relocation.

The Student will not be entitled to any assured, assured shorthold, or any other tenancy, nor to any statutory security of tenure upon determination of the Licence.

The Licence may be determined sooner than the fixed term expiry date in the circumstances set out in clause 5 of this Licence Agreement.

### **DEFINITIONS**

The following definitions shall apply in this Licence Agreement:

<b>“Accommodation”</b>	the room in the Halls of Residence to be allocated to the Student by the University as set out in the Accommodation Offer subject to the University’s right to vary accommodation allocations
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	during the Period of Residence as reasonably necessary for the purposes of good management of the accommodation
<b>“Accommodation Offer”</b>	the University’s E-Room Booking Details offer email to the Student for the Licence of the Accommodation which will be sent to the Student
<b>“Additional Residence fees”</b>	Fees payable for occupation of the Accommodation outside the Period of Residence.
<b>“Common Parts”</b>	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
<b>“Contents”</b>	the fixtures, fittings and equipment in the Accommodation and Halls of Residence
<b>“Halls of Residence”</b>	building in which the Accommodation is situated as set out in the Accommodation Offer
<b>“Online Welcome”</b>	the Accommodation Online Welcome process which provides information relevant to the Student’s arrival and occupancy of the Accommodation
<b>“Payment Dates”</b>	the first day of each term as set out in the PDF document called Accommodation Finance Information which can be found at <a href="http://www.bcu.ac.uk/accommodation">www.bcu.ac.uk/accommodation</a> (Finance tab on BCU owned and partner accommodation)
<b>“Period of Residence”</b>	the period of the Licence as set out in the Accommodation Offer
<b>“Residence Fee”</b>	the Residence Fee as set out in the E-Room Bookings Details which shall be payable in one or three instalments in advance on or before the Payment Dates and this sum includes the price of the Services
<b>“Rights”</b>	<ul style="list-style-type: none"> <li>(a) to occupy the Accommodation;</li> <li>(b) to use the Contents (along with others entitled);</li> <li>(c) to use the Common Parts (along with others entitled);</li> <li>(d) to use the Services (along with others entitled).</li> </ul>
<b>“Services”</b>	<ul style="list-style-type: none"> <li>(a) repair of the Halls of Residence;</li> <li>(b) lighting and heating the Halls of Residence;</li> <li>(c) providing hot and cold running water to the Halls of Residence;</li> <li>(d) providing an electricity supply to the Halls of Residence;</li> <li>(e) basic Internet provision;</li> <li>(f) insurance of the Halls of Residence and limited cover for the Student’s personal possessions as detailed in the Online Welcome;</li> <li>(g) disposal of rubbish deposited in proper receptacles;</li> </ul>

- (h) providing pest control services.

The Residence Fee includes a charge for heating. In halls where students are able to control the heating in their study bedroom, this is subject to reasonable usage by the student who is encouraged to act in an environmentally responsible way. In other halls, heating is controlled centrally and students are not able to alter the heating in their study bedrooms on an individual basis. In halls where the heating is controlled centrally, the University will use its reasonable endeavours to ensure that a reasonable internal temperature is maintained within at all times.

<b>“Student”</b>	the person set out in the E-Room Bookings Details to whom the University has offered the Accommodation
<b>“Sub-Contractor”</b>	any sub-contractor or company that may be appointed or authorised by the University to provide the Services and carry out the other obligations of the University in this Agreement
<b>“Terms and Conditions”</b>	the rules and regulations which are incorporated into and form part of the Contract is set out in a PDF document called ‘Terms and Conditions 2017/18’ which can be found at <a href="http://www.bcu.ac.uk/accommodation">www.bcu.ac.uk/accommodation</a> (Policies and Procedures tab on BCU Halls)
<b>“University”</b>	Birmingham City University

## **OPERATING PROVISIONS**

The University agrees to grant and the Student agrees to take the Licence and the Rights for the Period of Residence on the conditions set out in this Contract and the Terms and Conditions.

### **1. Student’s Obligations**

The Student agrees:

- 1.1 To pay the Residence Fee to the University in advance, on or before the Payment Dates
- 1.2 To complete the Online Welcome process.
- 1.3 To keep the Accommodation, the Contents and (jointly with other students) the Common Parts in a clean and tidy condition.
- 1.4 To leave the Accommodation in a clean and tidy condition and return all keys and fobs/ key cards, where issued, to the University at the end of the Period of Residence howsoever determined.
- 1.5 To allow the University or any Sub-Contractor at reasonable times after giving 24 hours’ notice (or 7 days’ notice for planned maintenance) to enter the Accommodation for the purpose of viewing inspection, cleaning, maintenance repair or otherwise in performance of its duties or obligations (no notice being

necessary in an emergency, during a fire drill or where the need for repair was reported by the Student or where access is required to complete a repair to, for example, the heating system). In such circumstances, the Student agrees that he may be required to leave the Accommodation for a reasonable period to allow University staff or any Sub-Contractor's staff to carry out the inspection, duties, service or repair.

- 1.6 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the University or other students or on the owners or occupiers of nearby property. This includes compliance with the University's policy on illegal substances. The University operates a zero tolerance policy with regard to the possession, use and/or supply of illegal substances and psychoactive substances (psychoactive substances are substances that, when taken in or administered into one's system, affect mental processes, e.g. cognition or affect) on/in its property.
- 1.7 To comply with the University's policy and procedures and regulations made available to the Student.
- 1.8 To report to the University as stated in the Terms and Conditions any damage or want of repair or failure of the Services within 24 hours of becoming aware of any of them.
- 1.9 To pay to the University all costs (including legal costs and fees) reasonably incurred in enforcing the Student's obligations or arising from a breach of them.
- 1.10 To contact the Accommodation Finance team (contact details can be found in the Terms and Conditions) regarding any Accommodation debt outstanding before the end of the Period of Residence. Students are advised that the University will seek to recover any unpaid fees and reserves the right to consider recovery options available. This may include legal proceedings. If fees remain unpaid the debt may be referred to a debt collection agent to instigate legal proceedings on behalf of the University. Please note that this may have serious consequences on your ability to obtain credit in the future and may result in additional costs being incurred which will be payable in addition to the fees overdue.
- 1.11 Where the Student causes damage to the Accommodation, Common Parts or Halls of Residence to pay the cost of repairing the damage or reinstating the loss.
- 1.12 Where damage or loss occurs to the Accommodation, the Common Parts or the Halls of Residence and it is not possible for the University, after making all reasonable enquiries, to ascertain who is at fault, where appropriate to pay a fair and reasonable proportion, as reasonably determined by the University, of the cost of repairing the damage or reinstating the loss.
- 1.13 To promptly send to the University a copy of any communication the Student receives which is likely to affect the Accommodation, the Halls of Residence or the University.
- 1.14 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the Halls of Residence or which may be a fire risk or in any other way put the health and safety or security of others, or the University's or other people's property at risk.

- 1.15 Not to smoke or allow visitors to smoke in any area of the Accommodation, the Common Parts or Halls of Residence or external areas designated as non-smoking.
- 1.16 Not to bring firearms or any other offensive weapon, fireworks, pressurised gas canisters or any illegal substances or any psychoactive substances (psychoactive substances are substances that, when taken in or administered into one's system, affect mental processes, e.g. cognition or affect.) into the Halls of Residence.
- 1.17 Not to put any chemical cleaning agents or drain clear products or anything harmful or which is likely to cause blockage in any pipes or drains.
- 1.18 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Common Parts, the Halls of Residence, or the Contents, or any external area of the University campus.
- 1.19 Not to bring additional furniture or soft furnishings into the Accommodation, the Common Parts or Halls of Residence.
- 1.20 Not to use the Accommodation for any purpose other than as a study bedroom.
- 1.21 Not to share the Accommodation or sub-let it or transfer occupancy to any person.
- 1.22 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others (either inside or outside the Halls of Residence).
- 1.23 Where a student behaves antisocially to pay the appropriate penalty charge.
- 1.24 Not to behave in any way which harms or could harm the University's reputation, including the use of social media for this purpose.
- 1.25 Not to add to or change the telephone services or the information technology services installation or supply to the Accommodation, the Common Parts or Halls of Residence.
- 1.26 Not to bring into the Accommodation, the Common Parts or Halls of Residence any animal unless it is an aid for a disabled person and prior permission has been requested and authorised by Student Affairs and Accommodation Services staff.
- 1.27 Except for designated vehicle storage or parking areas not to bring into the Halls of Residence grounds any vehicle unless:
  - a) it is an aid for a disabled person;
  - b) (in the case of motor vehicles) it has a parking permit and/or barrier fob for that Halls of Residence if a registration barrier or permit system operates at that Halls of Residence;
  - c) the vehicle is taxed.
- 1.28 Not to cause any obstruction of the Accommodation, the Common Parts or Halls of Residence.

## **2. University's Obligations**

The University agrees:

- 2.1 To provide or procure the provision of the Services.
- 2.2 Except in the case of an emergency, for reported repairs and (where applicable) for reading meters, or as otherwise provided for in clause 1.5 above or in the Terms and Conditions, to give the Student at least 24 hours' notice prior to entering the Accommodation.
- 2.3 Not to interrupt the Student's occupation of the Accommodation save where reasonably necessary.
- 2.4 Not to disclose personal information obtained from the Student except as permitted by clause 4.2 of this Licence Agreement or where there is serious risk of harm to the Student, to others or to the University's property or as otherwise permitted by the Data Protection Act 1998.
- 2.5 To comply with the provisions of the Universities UK Student Accommodation Code, which can be found at <http://www.thesac.org.uk/>.

### **3. Relocation**

- 3.1 The University reserves the right to relocate the Student to comparable alternative University accommodation (which may be at another halls of residence) during the Period of Residence where it is reasonable to do so, and if in the opinion of the University that the Student's health or behaviour constitutes a serious risk to the Student or others or the University or other people's property.
- 3.2 The Student will have the right to terminate this contract in accordance with Clause 5 as an alternative to relocating unless the student is in breach of one or more of their obligations in this Contract.
- 3.3 Where the University relocates the Student because the Student is in breach of one or more of his obligations under the Contract (or where the relocation is made at the Student's request), the Student shall pay the University a transfer fee of £50.

### **4. Other Conditions**

- 4.1 The Student is responsible for the conduct of any visitor(s) to the Accommodation, the Common Parts, the Halls of Residence or the University Campus. The University reserves the right to refuse admission to any non-resident and/or to require any non-resident to leave; this includes Students from other accommodation.
- 4.2 The Student hereby authorises the University to disclose his personal data for all lawful purposes in connection with this Contract (including where required by law or a regulation having the force of law, or for the purposes of debt recovery, crime prevention, or allocating rooms) or where there is a serious risk of harm to the Student or to others or to the University's property.
- 4.3 The student should also be aware that the Accommodation Services computer database holds a significant amount of personal data; the University is required

to retain this personal data for use in connection with clause 4.2 and it will be managed in compliance with the Data Protection Act 1998.

- 4.4 Your University email address will be added to a mailing list for use by Accommodation Services staff to send important notices about your accommodation.
- 4.5 Save in respect of liability for death or personal injury arising from the University's negligence, the University shall not be liable for loss or damage to a Student's person or property unless such loss or damage is caused by the University's breach of its obligations in this Contract.
- 4.6 Where damage (save for reasonable wear and tear) is caused by the Student to the University's property, the University shall not be liable to repair any such damage (notwithstanding its obligations under Clause 2.1) unless the cost is met either by the building insurance in place for the Halls of Residence (any excess on the policy being payable by the Student) or by the Student.
- 4.7 The University may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students (including the Student) using them.
- 4.8 This Contract does not affect the University's disciplinary powers.
- 4.9 The University or any Sub-Contractor is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts or Halls of Residence any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will, if requested, return it to the Student at the end of the Period of Residence. The University or any Sub-Contractor is entitled to remove any item left in the Accommodation, the Common Parts or the Halls of Residence by the Student at the end of the Period of Residence and shall be entitled to deal with it in accordance with the Accommodation Services Left Property Policy which can be found at [www.bcu.ac.uk/accommodation](http://www.bcu.ac.uk/accommodation) where you will find a PDF document called Left Property Policy (Policies and Procedures tab on BCU Halls).
- 4.10 Save where expressly stated otherwise, notices under this Contract must be in writing and sent to Birmingham City University, Accommodation Services, Curzon Building, 4 Cardigan Street, Birmingham, B4 7BD.
- 4.11 This Contract is not intended to confer any benefit on anyone who is not party to it.
- 4.12 This Contract and the Terms and Conditions contain all the terms agreed to by the University and the Student at the time the Contract comes into effect and any variation to the terms will only be effective if agreed between the Student and the University. The University will confirm any agreed variation to the Student in writing at the time the variation is made.
- 4.13 The Student will be liable for Additional Residence Fees if they collect the keys for the Accommodation before the start date of the Period of Residence even if the Student does not actually move in to the Accommodation. Additional Residence Fees will (if applicable) be charged on a proportional basis of the Residence Fee for each day of occupation outside the Period of Residence

- 4.14 The Student may be liable for Additional Residence Fees for the Accommodation after the end of the Period of Residence until the keys are returned even if the Student has actually moved out of the Accommodation. Additional Residence Fees will (if applicable) be charged on a proportional basis of the Residence Fee for each day of occupation outside the Period of Residence.
- 4.15 If the Student fails to return keys, the Student will be charged the cost of obtaining replacement keys and/or if necessary, the cost of changing locks (including labour charges).
- 4.16 At the end of the Period of Residence the Student should clear their room and/or flat of all belongings by 10:00 hours and return the keys to the relevant Accommodation Services office. Please make sure that the doors are locked and the windows in your room are firmly closed when you leave. In the event that doors or windows are left open, the Student will be charged for any damage caused.
- 4.17 The Student must not duplicate any keys issued by the University or use the keys otherwise than in accordance with the purpose for which they were issued.
- 4.18 If the keys are lost by the Student, the Student will be charged for the cost of a replacement.
- 4.19 If the Student locks themselves out of their room, the University will take steps to arrange to provide the Student with access to their room within a reasonable period.
- 4.20 The Student agrees to pay directly to the relevant public authorities any additional charge for which they may be liable (e.g. TV licence, internet upgrades, etc.). In the event that the University becomes liable for any such charges as a result of the Students accommodation under this Licence, the University is entitled to recover these charges from the Student.
- 4.21 The University does not accept liability for any loss, damage or expense incurred by the Student due to circumstances outside its control (including loss of or damage to your personal belongings). The University is not liable for any consequential loss whatsoever (other than for liability arising from its own negligence or wilful default).
- 4.22 The University's liability (other than for liability arising from its own negligence or wilful default) shall, in all circumstances, be limited to the total Residence Fee actually paid under this Contract.
- 4.23 Students are advised that the University maintains an insurance policy in respect of the contents of the Halls of Residence. Any excess in respect of any claim by the Student is payable by the Student.

## **5. Termination of this Contract**

- 5.1 Unless and until the Contract is terminated pursuant to this clause 5, the Student undertakes to remain in occupation of the premises throughout the Period of Residence and make all payments under the Contract when they fall due.



- 5.2 Unless the Student has made arrangements with the University for late arrival, this Contract and the offer communicated in the Accommodation Offer will automatically terminate if the Student has not taken up residence within three days of the start date of the Period of Residence and the £350 advance payment will be non-refundable.
- 5.3 The University may terminate this Contract at any time by serving notice on the Student if:
- a) any sums under this Contract remain outstanding 30 days or more after the due date for payment (and the University will serve warning notices on the Student after 7 days and 14 days following the due date for payment);
  - b) the Student has materially, or persistently breached the conditions of this Contract by, for example (without limitation), engaging in behaviour constituting a serious nuisance or annoyance to the community (including other students, other residents, staff or other authorised users of the University) or of neighbouring property;
  - c) in the reasonable opinion of the University, the Student's health or behaviour constitutes a serious risk to the Student or others or the University or other people's property;
  - d) the Student ceases to be a registered student of the University, takes an interruption/deferment of studies, or is excluded or withdrawn from the University; or
  - e) the Accommodation (or access to it) is damaged to the extent that it is not fit for habitation.
- 5.4 If the University terminates this Contract:
- a) under any of clause 5.3(b) or 5.3(d) any overpayment made will only be refunded for the period for which the University has re-let the Accommodation; or
  - b) under clause 5.3(a) the Student will remain liable for all Residence Fees for the period after the termination until the Accommodation has been re-let.
- 5.5 The Student may terminate this Contract at any time by serving written notice on the University if the Student has complied with all his obligations under the Contract up to the date of termination and:
- a) the University is in material breach of its obligations under this Contract (examples of material breaches by the University include (without limitation) persistent failure by the University to provide essential Services such as power or water, or failure within a reasonable time to repair serious damage to the Accommodation coupled with failure to offer alternative Accommodation where the damage renders the Accommodation uninhabitable); and/or
  - b) the Student finds a replacement University student who is not already living in University owned/partner accommodation, who is reasonably acceptable to the University, who agrees to take over occupation of the Accommodation and assume all obligations of the Student under the Contract for the remainder of the Period of Residence and who enters into an agreement with the University to that effect; and/or
  - c) the Student seeks release from the Contract on grounds of extenuating circumstances and these grounds are agreed by Accommodation Services. Students will be required to complete a leaving form which is available from the Halls of Residence Accommodation Office.

- 5.6 Upon any termination of the Contract under this Clause 5 the Student shall be liable for any breach of his or her obligations under the Contract which occurred before the date of termination. On termination of the Contract for any reason other than by the University pursuant to Clause 5.3(a) or by the Student pursuant to Clause 5.5, the Student will remain liable for Residence Fees in respect of any Accommodation which has not been re-let for a period of 28 nights after the Student gives vacant possession of the Accommodation.
- 5.7 If the Student continues to study at the University but returns vacant possession of the Accommodation before the end of the Period of Residence the Student will remain liable (subject to clause 5.5(b)) for the Residence Fees until the end of the Period of Residence.
- 5.8 Upon termination of this Contract, for whatever reasons, the Student:
- a) must vacate the Accommodation, remove all personal belongings from the Accommodation, the Common Parts and the Halls of Residence and leave the Accommodation, the Common Parts and the Halls of Residence and all items belonging to the University in a reasonable state of cleanliness, tidiness and repair;
  - b) must return the keys to the Accommodation and, if applicable, parking permit and fob/key card to the relevant Accommodation Services office;
  - c) agrees that any belongings or items left in the Accommodation, the Common Parts and Halls of Residences or within owned property after the term of this Contract, the University shall be entitled to treat it in accordance with the Accommodation Services Left Property Policy;
  - d) must complete an Accommodation Services Leaving Form (available from Accommodation Services) confirming the date of departure and the reason why the Contract is being terminated. Accommodation Services cannot terminate the Contract until this confirmation has been received and keys to the Accommodation have been returned.

## **6. Contractual information**

The University hereby provides the following information to the Student:

- 6.1 The name of the supplier of the Accommodation is Birmingham City University and its address is: Birmingham City University, University House, 15 Bartholomew Row, Birmingham B5 5JU, Tel +44(0)121 331 5191, email [accommodation@bcu.ac.uk](mailto:accommodation@bcu.ac.uk).
- 6.2 The Services which the University will be supplying to the Student are a furnished study bedroom with lighting, heating and water supply. Full details of the facilities are available under each Accommodation section on the website [www.bcu.ac.uk/accommodation](http://www.bcu.ac.uk/accommodation). The duration of the Contract is for the Period of Residence unless it is terminated earlier in accordance with clause 5.
- 6.3 The price of the Accommodation for the current year is the Residence Fee and it includes all charges for gas, electricity, water, property taxes, basic internet package and basic contents insurance.
- 6.4 The arrangements for payment are set out in the Terms and Conditions.
- 6.5 The Student has the right to cancel this Contract by sending written (by email, fax or post) notice to reach the University within seven working days beginning

on the day after the date this Contract became binding. This is the date when the Student has accepted the Accommodation through the Accommodation Online Acceptance process (as set out in the Accommodation Offer email) or where the Student has otherwise indicated in writing (whether by email, post or online) to the University that he/she wishes to enter the Contract, the date on which the Student receives written confirmation (whether by email or post) from the University that the Accommodation Offer is accepted.

- 6.6 For the avoidance of doubt, the Student's right to cancel this Contract does not apply once the University has started to provide the Accommodation and the Student has collected the keys and/or moved into the Accommodation.
- 6.7 There is no extra charge for the Student booking the Accommodation by post or other means of distance communication.
- 6.8 If the University is not able to provide the Accommodation, the University will use all reasonable endeavours to offer the Student alternative accommodation. Where alternative accommodation is offered, the alternative accommodation will be priced at the rate applicable to that alternative accommodation (see Terms and Conditions) but if the alternative accommodation is not acceptable to the Student (who must act reasonably) the University will allow the Student to terminate this Contract within 7 working days of the alternative offer without the Student having to comply with conditions in clause 5.2.