LICENCE AGREEMENT 2026-2027
ACCOMMODATION SERVICES – BIRMINGHAM CITY UNIVERSITY

This Licence Agreement creates a legally binding Contract between you (the Student) and the University. Separate documents entitled the Terms and Conditions of Licence, Finance Information and the Accommodation Offer are incorporated into this Licence Agreement and form part of the Contract. Please read all of these documents carefully and ensure you understand them before completing the online acceptance process. The Summary of the Licence Agreement available at highlights some of the most important terms applicable.

This Contract is governed by English law which international students may find quite different to the law which applies in their country. It is recommended that legal advice is taken before entering into this Contract if any Student is unsure about the obligations that are contained within it.

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 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.

DEFINITIONS

The Student will note that there are words in this Licence Agreement which begin with capital letters: this is because some of these words are terms which are defined below. Please refer to these definitions to establish the meaning of any such words.

The following definitions shall apply in this Licence Agreement:

"**Accommodation**"	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 during the Period of Residence as reasonably necessary for the purposes of good management of the accommodation.
"**Accommodation Offer**"	the University's online booking details offer email to the Student for the Licence of the Accommodation which will be sent to the Student.
"**Accommodation Services Team**"	means the University's administration and services team managing the Halls of Residence and Accommodation.
"**Additional Residence Fees"**	fees payable for occupation of the Accommodation outside the Period of Residence.

"**Common Parts**"	any shared facility such as kitchen, bathroom, common areas or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation.
"**Contents**"	the fixtures, fittings and equipment in the Accommodation and Halls of Residence.
"Contract"	comprised of this Licence Agreement, the Terms and Conditions of Licence, Finance Information and Accommodation Offer.
"Data Protection Laws"	means the Data Protection Act 2018; the UK General Data Protection Regulations and all applicable data protection and privacy legislation in force from time to time in the UK which apply to a party relating to the use of personal data (including, without limitation, in relation to the privacy of electronic communications) as amended and the guidance and codes of practice issued by the Information Commissioners Office applicable to a party as amended or replaced from time to time.
"E-Room Booking Details"	means the details of the Accommodation booking by the Student and the University.
"**Halls of Residence**"	building in which the Accommodation is situated as set out in the Accommodation Offer.
"Online Induction"	the Accommodation Online Induction process which provides information relevant to the Student's arrival and occupancy of the Accommodation.
"**Payment Dates**"	the payment dates as set out in the Finance Information document which can be found here
"**Period of Residence**"	the period of the Licence as set out in the Accommodation Offer.
"Personal Data"	means any personal data (as defined in the Data Protection Laws) processed by in connection with this Licence, and for the purposes of this Licence includes Sensitive Personal Data.
"**Residence Fee(s)**"	the Residence Fee as set out in the E-Room Bookings Details which includes the price of the Services.
"**Rights**"	(a) to occupy the Accommodation; (b) to use the Contents (along with others entitled); (c) to use the Common Parts (along with others entitled); (d) to use the Services (along with others entitled).
"**Services**"	(a) repair of the Halls of Residence; (b) lighting and heating the Halls of Residence; (c) providing hot and cold running water to the Halls of Residence;

(d) providing an electricity supply to the Halls of Residence;
(e) Internet provision;
(f) insurance of the Halls of Residence and limited cover for the Student's personal possessions as detailed in the Online Induction;
(g) disposal of rubbish deposited in proper receptacles;
(h) providing pest control services.

"**Student**"	the person set out in the E-Room Bookings Details to whom the University has offered the Accommodation who may or may not be an enrolled student at the University at the time.
"Sub-Contractor"	any sub-contractor or company or other third party 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.
"University Regulations"	the rules and regulations which are incorporated into and form part of the Contract.
"**University**"	Birmingham City University.
"**University Campus**"	means any land or property owned, used, or managed by Birmingham City University.
"**University Partner**"	means any third-party partner provider of accommodation to university students, including the following: Unite Students, Canvas, Host, Yugo, Evenbrook and Almero.

OPERATING PROVISIONS

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

1. Student's Obligations

The Student agrees:

1.1 To pay the Residence Fee to the University in advance, on or before the Payment Date(s).

1.2 To complete the Online Induction/Welcome process prior to arrival and the online inventory within 7 days of arrival.

1.3 To display your University Student ID card at any time when requested by any University member of staff and/or a security officer when seeking to gain access to or when inside the Accommodation, Common Parts or Halls of Residence. Where it is deemed necessary to protect the security of the Accommodation, Halls of Residence and Common Parts, access may be denied where you are unable to display your University Student ID card on request.

1.4 To keep the Accommodation, the Contents and (jointly with other students) the Common Parts in a clean and tidy condition. 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.

1.5 To leave the Accommodation in a clean and tidy condition and return all keys and fobs, where issued, to the University at the end of the Period of Residence howsoever determined.

1.6 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 a member of staff or where access is required to complete a repair to, for example, to the water supply). 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.

1.7 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. Full details can be found here

1.8 To comply with Accommodation Services' rules, regulations and policies

1.9 To comply with the relevant University Regulations

1.10 To check your University email address regularly for communications relating to your Accommodation and/or the Common Parts.

1.11 To report to the University as stated in the Terms and Conditions of Licence any damage or want of repair or failure of the Services within 24 hours of becoming aware of any of them.

1.12 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.

1.13 To contact the Accommodation Services Team (contact details can be found in the Finance Information documentation) regarding any Accommodation debt outstanding before the end of the Period of Residence to organise payment.

1.14 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.

1.15 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.

1.16 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.

1.17 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment, or other Services provided 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, the University's or other people's property at risk.

1.18 To be 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 and other halls of residence.

1.19 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, including the use of e-cigarettes, vaping and non-tobacco cigarette products, or the burning of any products that omit smoke or vapers.

1.20 The presence, possession, ownership or keeping of any firearms or shot guns (or parts of), real or imitation, including air pistols, air rifles and spring loaded guns (or parts of), laser pointers, pyrotechnics (fireworks, flares etc.), catapults, archery equipment (e.g. crossbow), sword or dagger, any offensive weapon (as defined by law), bullet, pellet or other projectile intended to be ejected or fired from any of the aforementioned items is strictly prohibited across all University owned, let or used property and land. The Firearms Imitation, Firearms & Offensive Weapons Policy can be found here

1.21 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. For example, food, oil, fat, sanitary products and wipes.

1.22 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.

1.23 Not to bring additional furniture or soft furnishings into the Accommodation, the Common Parts or Halls of Residence.

1.24 Not to use the Accommodation, the Common Parts or Halls of Residence for any purpose other than as a study bedroom including not running a business.

1.25 Not to share the Accommodation or sub-let it or transfer occupancy to any person.

1.26 Not to cause any nuisance, offence, disruption, bullying, harassment, or persistent disturbance to others (either inside or outside the Halls of Residence).

1.27 Not to behave in any way which harms or could harm the University's reputation, including the use of social media for this purpose.

1.28 Not to add to or tamper with or change the information technology services, installation or supply to the Accommodation, the Common Parts or Halls of Residence. Not to use facilities or services provided or installed in the halls of residence to commit or attempt to commit offences in breach of The Computer Misuse Act (1990).

1.29 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 the Disability Services and Accommodation Services Teams.

1.30 Except for designated vehicle storage or parking areas not to bring into the Halls of Residence grounds any vehicle unless it is an aid for a disabled resident holding a valid blue badge permit and University Locks parking permit. E Scooters and E Bikes are not permitted in University Locks. Bicycles are permitted but must be kept in the designated bicycle storage area.

1.31 Not to cause any obstruction of the Accommodation, the Common Parts or Halls of Residence.

1.32 To act in accordance with any government public health advice or regulations and health and safety legislation.

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 by a student or member of staff, and fire drills, or as otherwise provided for in Clause 1.6 above or in the Terms and Conditions of Licence, 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 To comply with the provisions of the Universities UK Student Accommodation Code, which can be found here

2.5 Not to disclose Personal Data obtained from the Student except as permitted by Clause 9 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 Laws.

3. Relocation

3.1 The University reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of the accommodation.

3.2 The University reserves the right to relocate the Student to comparable alternative 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 the Student's health or behaviour constitutes a serious risk to the health and safety and/or wellbeing of the Student and/or other students and/or staff, and/or presents a serious risk to other people's property.

3.3 The Student will have the right to terminate this Contract in accordance with Clause 5 as an alternative to relocating. The Student may terminate this Contract within 7 working days of the alternative accommodation offer without the Student having to comply with conditions in Clause 5.1. This Clause 3.3 does not apply where the Student is in breach of one or more of their obligations in this Contract.

3.4 Where the University relocates the Student because the Student is in breach of one or more of his or her 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 £25.

3.5 Subject to Clause 3.6, where the Student is required to move to alternative accommodation, the University will use its best endeavours to ensure the Student is allocated alternative accommodation of a similar standard within the same Halls of Residence. However, in exceptional circumstances, the Student may be required to move to accommodation of a different standard and/or in a different hall of residence. In these circumstances the University's approach will be as follows:

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

3.6 If the Student is relocated on the grounds set out in Clause 3.4 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.

4. Other Conditions

4.1 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 Left Property Policy, which can be found here

4.2 Save where expressly stated otherwise, notices under this Contract must be in writing and sent to Birmingham City University, Accommodation Services Team, Curzon Building, 4 Cardigan Street, Birmingham, B4 7BD or email accommodation@bcu.ac.uk

4.3 This Contract is not intended to confer any benefit on anyone who is not party to it.

4.4 This Contract and the Terms and Conditions of Licence 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.

4.5 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 into the Accommodation unless the arrival date is part of the booking slot system. 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.

4.6 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.

4.7 If the Student fails to return the keys, the Student will be charged the cost of obtaining replacement keys and/or if necessary, the cost of changing locks (including labour charges).

4.8 At the end of the Period of Residence, the Student should clear their Accommodation and Common Parts of all belongings by **10:00am** and return the keys to reception. Please make sure that the doors are locked and the windows in your Accommodation are firmly closed when you leave. If doors or windows are left open and any damage is caused, the student will be charged accordingly.

4.9 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.

4.10 If the keys are lost by the Student, the Student will be charged for the cost of replacement.

4.11 If the Student locks themselves out of their Accommodation, the University will take steps to arrange to provide the Student with access to their room within a reasonable period. The student will be required to provide identification before access is provided.

4.12 The Student agrees to pay directly to the relevant public authorities any additional charge for which they may be liable (e.g., TV licence). If the University becomes liable for any such charges because of the Student's Accommodation under this Licence, the University is entitled to recover these charges from the Student.

4.13 Students are advised that the University maintains an insurance policy in respect of the contents of the Accommodation within the Halls of Residence. Claims on the policy will need to be actioned by the Student and any excess applicable will normally be payable by the Student. The policy document can be found here

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 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
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 (this includes the Student having in their possession or control, controlled drugs or weapons that are illegal to possess or could cause harm to others);
c) in the reasonable opinion of the University, the Student's health constitutes a serious risk to the health and safety and/or wellbeing of the Student and/or other students and/or staff, and/or presents a serious risk to 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, suspended or withdrawn from the University;
e) the Student allows someone else to live in their Accommodation;
f) the Accommodation (or access to it) is damaged to the extent that it is not fit for habitation.

If the University decides to terminate this Contract, you will be provided with at least 14 days' written notice of termination, except where 5.2(b) or (c) apply and in these circumstances the University may terminate immediately. The University is not obliged to follow the Breach of Licence procedure under clause 6 where it deems the reasons for termination under clause 5.2 are serious enough to terminate immediately or where such a procedure may not be appropriate.

5.3 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 the University portfolio 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 the Accommodation Services Team, at their sole discretion.

5.4 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.

5.5 On termination of the Contract the Student will remain liable for Residence Fees as follows:

Termination by University or Student?	**Reason for termination**	**Duration of liability for Residence Fee payable**
University	Failure to pay sums owed after 30 days or more (5.2a)	Remainder of Period of Residence unless or until the Accommodation is re-let (as per 5.3b)
University	Material or persistent breach by the Student of its obligations under the Contract 5.2b)	Remainder of Period of Residence unless and until the Accommodation is re-let (as per 5.3b)
Student	Concerns regarding the Student's health (5.2c)	The Student will only be liable for the portion of the Residence Fee up to the date the Student provides vacant possession of the Accommodation
University	Material breach of obligations/s owed by the University	The Student will only be liable for the portion of the Residence Fee up to the date the Student provides vacant possession of the Accommodation

	under the Licence (5.3a)	
Student or University	Student is no longer a registered student at the University (5.2d)	28 days after vacant possession of the Accommodation unless and until the room is re-let (as per 5.3b)
Student	University is required to transfer Student to alternative accommodation (3.3)	The Student will only be liable for the portion of the Residence Fee up to the date the Student provides vacant possession of the Accommodation
Student	Student no longer wishes to live in the Accommodation but continues to study at the University	Remainder of Period of Residence unless and until the Accommodation is re-let (as per 5.3b)
Student or University	Where the University exercises its discretion to waive some or all of the Residence Fee where the Contract has been terminated for reasons outside of the Student's control/in exceptional circumstances	The Student will only be liable for the portion of the Residence Fee up to the date the Student provides vacant possession of the Accommodation or up to a later date (prior to the expiry of the Period of Residence) as determined by Accommodation Services Team in their absolute discretion. Evidence will usually be required to demonstrate the reason for the Student is having to leave the Accommodation.
Student or University	All other circumstances	Remainder of Period of Residence unless and until the Accommodation is re-let (as per 5.3b)

5.6 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 and fob and parking permit, if applicable, to reception;
c) agrees that if any belongings or items are 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/them in accordance with the Left Property Policy;

d) must complete an Accommodation Services Leaving Form (available from reception) 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

e) must change their postal address to ensure correct delivery of mail and parcels. The University will not forward mail and parcels.

6. Breach of Licence Action

6.1 The Student may be dealt with according to the Breach of Licence Action referred to in the Appendix (see below) for a breach of an obligation owed by the student under the Contract.

6.2 The Student is entitled to appeal against a decision given pursuant to Clause 6 as set out in the Appendix. Where other University procedures are involved (such as the Disciplinary Procedure and/or the Fitness to Practise or Study Procedure) the Student will have a right to a review of the decision made under that procedure. For the avoidance of doubt, a visitor to University property shall have no right of appeal against a decision by the University to remove him/her under Clause 1.18.

7. Recovery of Residence Fee

7.1 Students are advised that the University will seek to recover any unpaid fees from the Student via the Collections Team and/or by legal proceedings.

7.2 Please note that such action may have a negative effect on the student ability to obtain credit in the future and may result in additional costs being incurred which will be payable in addition to the outstanding fees.

7.3 We are unable to offer future accommodation if there is an outstanding accommodation debt or a breach of licence.

8. Disclaimers

8.1 Save in respect of liability for death or personal injury arising from the University's negligence, the University shall not be liable for any loss, damage, or expense in relation to a Student's person or property and/or any consequential loss whatsoever unless such loss, damage or expense is caused by the University's breach of its obligations in this Contract.

8.2 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.

8.3 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.

9. Data Protection

9.1 The University is the Data Controller for the Student Personal Data processed for the purpose of this Licence and is subject to and must manage Personal Data in compliance with the Data Protection Laws.

9.2 By entering into this Licence, the Student agrees that the University may process Student Personal Data (including when relevant Sensitive Personal data) that the University collects in accordance with this Licence Agreement and/or the University's Privacy Policy. In particular, the University will be entitled to use Personal Data held about the Student for the following purposes:

- Room allocations;
- Delivering and administration of the Accommodation and Services;
- Performance of any obligation or requirement of this Licence;
- Debt recovery
- Crime Prevention
- Where there is a serious risk of harm to the student or to others or to the University's property;

9.3 The University may also process the Student Personal Data where required by law or any regulation having the force of law.

9.4 The Student can address any questions, comments, concerns or requests regarding our data processing practices to our Data Protection Officer using the following contact details:

By Email to: informationmanagement@bcu.ac.uk

By Telephone on +44 (0) 121 331 6725

By Post to: Data Protection Officer
Legal Services & Compliance
Birmingham City University
Joseph Priestly Building / 3rd Floor
6 Cardigan Street
Birmingham
B4 7BD

10. Contractual information

The University hereby provides the following information to the Student:

10.1 The name of the supplier of the Accommodation is Birmingham City University and its address is: Birmingham City University, The Curzon Building, 4 Cardigan Street, Birmingham, B4 7BD, United Kingdom. Tel +44(0)121 331 5191, email accommodation@bcu.ac.uk

10.2 The University will be supplying to the Student a furnished study bedroom Accommodation with lighting, heating and water supply (where applicable). Full details of the facilities are available under each Accommodation section

on the website. The duration of the Contract is for the Period of Residence unless it is terminated earlier in accordance with Clause 5.

10.3 The price of the Accommodation for the current year is the Residence Fee and it includes all charges for electricity, water, internet package and basic contents insurance.

10.4 The arrangements for payment are set out in the Terms and Conditions of Licence and Finance Information.

10.5 The Student has the right to cancel this Contract by sending written (by email) 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 or online) to the University that he/she wishes to enter the Contract, the date on which the Student receives written confirmation to accommodation@bcu.ac.uk from the University that the Accommodation Offer is accepted.

10.6 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.

10.7 The University reserves the right to amend the Contract from time to time in order to comply with any regulations and legislation, and any such amendments to the Contract will be notified to the Student.

11. Governing Law and Jurisdiction

11.1 This Licence shall be governed by English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with it.

APPENDIX

Breach of Licence Action

1. Investigation

Subject to sections 4 and 5 below, alleged breaches of obligations owed by a Student under the Contract will initially be investigated by Accommodation Services Team. Any person who is implicated in the alleged breach, or who is a witness, may be required to attend for interview and/or make a written statement of events. The Halls of Residence and University Campus is protected using CCTV cameras and bodycams, footage from which may be viewed as part of the investigation. Accommodation Services may also access electronic lock data as part of the investigation.

2. Procedure

Following investigation, a decision will be made as to a) whether the allegation(s) is/are found proven and, if so, b) an appropriate level of penalty in line with section 3 below.
The University's standard of proof will be the civil standard of proof which is that 'on a balance of probabilities' the facts of an allegation are more than likely than not to have happened, except in cases of criminal behaviour where the finding(s) of fact and certification of conviction of any UK or International Criminal Court or the findings(s) of a judge in any UK or International Civil Court or where the finding(s) of fact and certification of sanctions by any UK or International Police Force shall be conclusive proof that the allegation is found proven.

3. Outcomes and Penalties

In relation to any one breach of the obligations, Accommodation Services Team may impose (such right to be exercised in its absolute discretion) a penalty which will be subject to the Student's right of appeal in line with the procedure set out in section 6 below. The level of sanction will depend on the circumstances of each case, the severity of the breach, whether there have been any previous breaches by that Student and whether there are any other aggravating factors or mitigating factors.

Penalties can include:

A verbal warning, a written warning, a written undertaking of future good conduct (to be effective for the duration of the Accommodation Contract), a final accommodation warning (to be effective for the duration of the Accommodation Contract) and termination by the University of the Contract in accordance with Clause 5 above.

In addition to or in substitution for the above penalties, a member of Accommodation Services Team may impose one of the following outcomes:

(i) that the Student gives an oral or written apology to any person affected by his/her actions;

(ii) that the Student provides restitution for the cost of repairs of damage, replacement or cleaning;

(iii) that the Student moves to alternative accommodation;

(iv) that the Student leaves the Accommodation by the end of any notice period provided.

4. Serious cases and repeated breaches

Serious cases, and/or repeated breaches of the Student's obligations under the Contract, or cases more relevant to other University procedures, may be referred to the Student's Faculty and/or for consideration under the Student Disciplinary Procedure and/or the Fitness to Practise/Study procedure or other relevant University procedure. The Student will have a right of review against any such decision in accordance with the procedure concerned. The University reserves the right to terminate the Contract either before or instead of referring to other relevant University procedures.

5. Allegations of criminal offences

(i) Students alleged to have committed a criminal offence will be dealt with under the Student Disciplinary Procedure;

(ii) The University may report any alleged criminal offence to the police.

6. Appeals Procedure

(i) In the case of a decision taken by a member of Accommodation Services Team the Student has the right to appeal to Accommodation Services Teams' Operations Manager and, in the case of a decision taken by the Operations Manager, to the Assistant Director of Estates & Facilities (Commercial Services) of the University.

(ii) If the Student wishes to appeal, the Student must appeal in writing to the appropriate member of staff stated at section 6(i) above within fourteen days after the date on which the decision was communicated to the Student. The Student shall state the grounds for the appeal in reasonable detail.

(iii) The member of staff stated at section 6(i) above when determining the appeal is empowered to reduce, suspend, or annul the penalties imposed in the original decision if deemed appropriate. Their decision will be final.