



St Mary's
University
Twickenham
London

ON-CAMPUS STUDENT ACCOMMODATION

LICENCE AGREEMENT

TERMS AND CONDITIONS

- (A) Once the Student accepts the Offer, the documents in the Offer Pack create legally binding obligations between St Mary's University ("the University") and the Student. The Student should therefore ensure that s/he has read, understood and is prepared to agree to all the terms and conditions in these documents before making a commitment by accepting the Offer. This Licence Agreement ("Licence") should be read in conjunction with the Accommodation Fees Policy which can be found at <http://www.stmarys.ac.uk/student-life/fees/>
- (B) The Licence is governed by English law, which international students may find quite different to the law which applies in their own country. If you do not understand any of the Licence terms and conditions, please seek clarification via e-mail from accommodation@stmarys.ac.uk or take independent advice before proceeding.
- (C) The Licence comes into effect when the Student has accepted their Offer by completing and signing the Accommodation Acceptance Form and returning this form to the Accommodation Office by the deadline date given on the form. The return of the completed form creates a legally binding contract between the University and the Student.

1. GENERAL

1.1 The parties acknowledge that:

- (a) This Licence does not, and is not intended to create a tenancy of the Premises. The Student occupies the Premises as a licensee and does not have exclusive possession of the Premises.
- (b) The sole purpose of this Licence is to provide residential accommodation ("the Premises") to the Student to enable them to undertake a course of study at the University.

- (c) The Premises are part of a communal residential environment and the Student acknowledges that the University will regard all forms of anti-social behaviour by the Student or their visitors as unacceptable in such a context and contrary to the interests of the other residents.
- (d) If the Premises are designated as a shared room then the Student is not liable for payment of the other Student's licence fees for the Premises. If the other occupant leaves a shared room, the University reserves the right to transfer the remaining Student to a different room or to introduce a replacement student to share the Premises with the Student.
- (e) The Premises are deemed to be satisfactory to and acceptable to the Student once the Student has accepted the keys and/or slept in the Premises.
- (f) This Licence is between the Student and the University. Provided the Student is over the age of 18, the University will not discuss matters relating to this Licence with the Student's parent or guardian without the Student's prior written consent, irrespective of whether it is a parent or guardian who pays the Licence Fees.
- (g) The Student is expected to register with the University Health Centre or a local General Practitioner as soon as possible after arrival.
- (h) In certain circumstances the Student may be allowed to change rooms with the approval of the Hall Resident Mentor and the Accommodation Officer. An administration fee of £50 will be charged.
- (i) Should you leave voluntarily before the expiration of the Licence period and remain a registered Student you are still liable for the Fees for the remainder of the academic year, unless the University is able to re-let your room, in which case you will be charged up to the date that the room is re-let, this charge will include an administration fee of £50.

2. ACCOMMODATION FEES

- 2.1 You are required to pay the Accommodation Fees ("the Fees") for the Period specified, and accordance with, the details set out in the Allocation Letter (see Offer Pack). The Fees constitute payment for lighting, water, reasonable heating, internet (with the exception of Benedict House), contents insurance and the Meal Plan as set out in paragraph 2.5 below.
- 2.2 For Students moving into the Premises at the beginning of the academic year, the University permits the total cost of the Fees to be divided into three instalments payable in October, January and April of the academic year in question and on the dates set out in clause 1.1 of the Accommodation Fees Policy.
- 2.3 If the Student moves into the Premises after the beginning of the academic year, the Student will pay a reduced first instalment based on their date of occupancy.

Subsequent instalments will become payable in accordance with the payment dates set out in Clause 1.1 of the Accommodation Fees Policy.

2.4 Unless otherwise agreed by the University in writing, the Fees are payable whether or not you occupy the premises for the Period specified in the Allocation Letter.

2.5 The Meal Plan

Upon payment of the Fees the University agrees to provide you with the following meals (“the Meal Plan”) to Students who are in catered halls;

- (a) 14 meals per week: 5 x breakfast taken Monday to Friday, 2 x weekend brunches taken Saturday and Sunday and 7 x Evening meals taken Monday to Sunday.
- (b) Meals are provided during term-time only. No meals are provided during the Christmas and Easter closure periods.
- (c) The University reserves the right to substitute the evening meal for a meal to be taken at lunchtime (e.g. Bank Holidays, Christmas and Summer Ball dates, etc.).
- (d) No refunds will be given for meals not taken or for periods when your room is unoccupied.
- (e) Vegetarian meals are offered as standard. Students with other special dietary requirements are advised to contact the Catering Office at catering@stmarys.ac.uk.
- (f) With the exception of Benedict House, there are no self-catering halls of residence.

3. DURATION AND TERMINATION OF AGREEMENT

3.1 The duration of this Agreement is for the Period specified in the Allocation Letter unless terminated earlier in accordance with the provisions of this clause;

- (a) Students moving into accommodation at the beginning of the academic year will be offered a 37 week Licence Period. The Licence period stated in the Allocation Letter is inclusive of the Christmas closure period. With the exception of residents of 16 Strawberry Hill Road, students are not allowed and are not charged, to remain in accommodation during the Christmas closure period. The Christmas closure periods are stated at clause 3 of the Accommodation Fees Policy.
- (b) Athletes residing in 5 Waldegrave Park (referred by EPACC) and students living in Benedict House (referred by the Chaplaincy) will be offered a 52 week Licence Period.

- (c) Study Abroad students (referred by the International Office) will be offered a Licence Period that covers their period of study.

3.2 This Agreement shall terminate automatically where:

- (a) the Student has not taken up residence within the first seven days of the commencement of the Licence Period unless the Student has made arrangements with the University for late arrival. Where such arrangements have not been made, the student will be liable for the Fees up to and including that date and will incur an Early Termination Charge equivalent to 28 days at the daily accommodation fee rate to cover potential further loss of the Fees and the costs of re-letting the Premises.

3.3 The University may terminate this Agreement at any time by serving notice on the Student if:

- (a) any payment is overdue by 21 days or more; or
- (b) having regard to its obligations under the Equality Act 2010, the University shall be entitled to terminate the Licence before the end of the Licence Period by serving reasonable notice on the Student if (in the University's reasonable opinion) the Student's health or behaviour creates a serious risk to themselves, or to others, or to the property of others; or
- (c) the Student is in serious or persistent breach of his or her obligations under this Agreement, or is found guilty of a serious or persistent disciplinary offence under the University's Disciplinary Regulations (see <http://extranet.smuc.ac.uk/accommodation>) then the Licence may be terminated by the University giving not less than 28 days written notice to the Student. In exceptional cases of persistent and/or serious breaches of the terms of this Licence, or of the University's Disciplinary Regulations, which cause disruption or serious risk to others, the notice period may be such lesser period as in the University's reasonable discretion is appropriate to the breach. In such circumstances a student may be required to vacate halls of residence immediately and without notice. Serious and/or persistent breaches include but are not limited to the following:
 - (i) Substance abuse, dealing or supply;
 - (ii) Violent or aggressive behaviour;
 - (iii) Harassment;
 - (iv) Serious damage to, or interference with, the University's, or to another resident's property.

3.4 If the Licence is terminated under clause 3.3 the Student may remain liable for the full Fees of the Licence Period unless:

- (a) the Premises is licenced to another Student for the remainder of the Licence Period in which case a fair and reasonable proportion of the Fee will be returned to the Student; or
 - (b) at the discretion of the University it is otherwise agreed in writing that the Student is no longer liable for the full Fees, in which case an Early Termination Charge equivalent to 28 days at the Student's daily accommodation fee rate will apply.
- 3.5 If you cease to be a registered full time student of the University, you will be released from the your Licence from the date which you report to and inform the Accommodation Office or from the date you vacate your room and return your keys to the Accommodation Office, whichever is later. To cover the cost of your release you will incur an Early Termination Charge, equivalent to 28 Days at the Student's daily accommodation fee rate, this will be deducted from your Deposit Payment, or from any refund that may be due to you.
- 3.6 In Special Circumstances if the Licence is terminated early by the University (i.e. on health grounds), and this is agreed with the Student in writing, the Student will still remain liable for the Fees up to the agreed early termination date or until the date the Student returns the keys, whichever is later. An Early Termination Charge equivalent to 28 days at the student's daily accommodation fee rate may be charged and the Deposit Payment will be refunded subject to any deduction under clause 5.2
- 3.7 In all cases the University acknowledges that if the Student does not leave the Premises voluntarily then the University must get an order for possession from the court before the Student can be lawfully evicted. If that becomes necessary the University will ask the court for an order that the Student pays the University's net loss of income, its reasonable legal costs and expenses incurred in contemplation, preparation, prosecution and enforcement of legal proceedings and interest.

4. STUDENT'S RIGHT TO CANCEL

- 4.1 if the University has not met the Student before entering into this Licence under the Consumer Protection (Distance Selling) Regulations 2000, the University is required to provide the Student with the information set out in clauses 4.2-4.4 below.
- 4.2 St Mary's University is the supplier of the Premises and the address of the Premises is given in the Allocation Letter.
- 4.3 The services which the University will supply for the Licence Period, the price and the arrangements for payment are as set out in the Allocation Letter; the Campus Accommodation Leaflet; The Accommodation Fees Policy; The Residents' Handbook and the Terms and Conditions of this Licence.
- 4.4 The Student has the right to cancel this Licence by giving to the University written (by e-mail, fax or post) notice to reach the University within 8 working days of the date the Student accepted the Offer of accommodation.

- 4.5 Any right to cancel under clause 4.4 does not apply once the University has started to provide the Premises to the Student (i.e. after accepting the keys and/or moving in).

5. DEPOSITS

- 5.1 At the time of submitting an Online Application Form, students are required to pay an Application Fee of £250; which comprises a £200 Deposit Payment and £50 booking fee, the booking fee becomes non-refundable if an offer of accommodation is made.

- 5.2 Subject to any other provision in this Licence, the University will repay the Deposit Payment to the Student within 45 days of the end of the Licence less proper and reasonable deductions to cover any of the following:

- (a) The cost to the University of remedying any breach of the Student's obligations in this Licence including any administration charges, damage to, or removal of, any of the University's property. Common examples of Deposit Payment deductions include: damage relating to soiled carpet; marked or damaged walls; clearing of rubbish; and damage to electrical equipment. This is not intended to be an exhaustive list. An equal share of damage caused to communal areas will also be charged to residents with access to such areas (see also (g) below).
- (b) Loss or late return of keys to the Premises or post box key.
- (c) Any non-payment of Licence Fees and/or tuition fees.
- (d) Any other debt payable by the Student to the University due under this Licence or under the Accommodation Fees Policy.
- (e) The University's proper costs incurred in taking reasonable steps to enforce the Student's obligations in this Licence.
- (f) The Student is responsible for the furniture, fixtures and fittings inside the Premises. Any loss or damage occurring during the Licence Period will be presumed to have been caused by the Student (or his/her visitor(s)) unless the Student can show otherwise. The University will be entitled to charge the Student for the proper and reasonable costs of remedying any damage or replacing any missing item, and deduct such charges from the Deposit in accordance with clause 5.2.
- (g) The University has the right to determine the cost of damage to its property or loss arising from any breach of the terms and conditions herein and to fairly and reasonably apportion the damage or loss arising from any breach to an individual student or to a group of students. Your liability in respect of any such damage or loss will not necessarily be limited to the amount of the deposit. In circumstances in which it is found that you are liable for damage exceeding your deposit amount you shall remain liable for any additional sums due. In addition, the University has the right to levy disciplinary fines

against residents who breach the Licence Terms and Conditions. You are responsible for damage caused by any guest you invite to the University premises.

6. REPAIRS

- 6.1 You must report to the Resident Mentor, in writing, any repairs that need to be carried out to your room or the fittings, furniture or furnishings.
- 6.2 You agree that advance notice will not be required in the case of an emergency or to allow access to your room for any urgent or necessary repairs and periodic inspections to be carried out during which you will have the right to be present.
- 6.3 Whenever possible, the University will give reasonable notice of the need for duly authorised University officials, general staff or contractors to enter the Premises. This includes access for periodic inspections.
- 6.4 In exceptional circumstances and beyond the control of the University you may be required to vacate the premises at any time if repairs cannot be carried out whilst you are in your room. In this instance the University will make every endeavour to find alternative accommodation until such time as your room is made available for occupation.
- 6.5 The University will keep the Premises owned by it adequately maintained and in a good state of repair.
- 6.6 Residents are required to check the inventory lists posted in their rooms prior to the commencement of their occupancy; any discrepancies should be reported to the Hall Resident Mentor immediately.

7. INSURANCE

- 7.1 Personal belongings left at the Premises are left at the Student's own risk. Although the Student's personal belongings are insured under the University's Insurance Block Halls Policy this cover is subject to the conditions, exclusions, limitations and excesses of the policy. If you feel that you may require additional cover for expensive items then please contact the insurance provider directly to upgrade.

8. LIABILITY OF THE UNIVERSITY

- 8.1 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence, the University's breach of its obligations under these Terms and Conditions or breach of its statutory obligations.

9. THIRD PARTY RIGHTS

- 9.1 The rights and obligations under this Licence are personal to the University and the Student and are not intended to confer rights or benefits upon any successor in title or third party under the Contracts (Rights of Third Parties) Act 1999.

10. VACATING THE ACCOMMODATION

- 10.1 The Student must vacate the Accommodation at the end of the Licence Period or on the termination of this Agreement howsoever determined.
- 10.2 The University shall inspect the Accommodation once it has been vacated by the Student., Where it is found that items on the inventory are either missing or damaged beyond that which the University in its reasonable discretion decides is fair wear and tear, the Student will be charged with the cost of making good the loss or damage.
- 10.3 Upon vacating the Accommodation at the end of the Licence Period, or other specified time, the student shall remove all personal effects, lock his/her room and surrender the key(s) to the Accommodation Office or to the University Main Reception in the envelope provided before leaving the University's premises. Students who fail to return their keys before leaving will be required to pay a fixed charge for the purpose of replacing the keys/fobs and/or locks.
- 10.4 The University will remove any items left in the Accommodation by the Student at the end of the Licence Period and shall not be obliged to return any such items to the Student unless /they are of obvious value. The University will take reasonable steps to inform the Student of items of value left. If the student cannot be traced, or fails to collect any such items within 30 days, the University may, without incurring any liability, dispose of the items in what it considers to be the most appropriate way. Any such disposal may result in the Student incurring additional costs.

11. GENERAL ACCOMMODATION REQUIREMENTS

You agree:

- (a) not to sub-let nor allow any person to stay on the Premises overnight unless agreement has been made with the Accommodation Office because of exceptional circumstances e.g. student illness;
- (b) not to allow baths, sinks or storage systems to overflow;
- (c) to keep clean and in good condition the Premises and the furnishings, fixtures, fittings and make the room available for cleaning on a weekly basis;
- (d) to maintain a reasonable standard of cleanliness in your room and in the communal areas;
- (e) not to cause nor permit to be caused any damage to the Premises or their contents;
- (f) not to deface or make any additions or alterations to the Premises nor make any permanent alteration to the decoration of the premises;
- (g) not to cause nor permit to be displayed any posters, pictures, etc. except on the notice board provided;

- (h) without the University's consent, not to remove from the Premises any furnishings, fittings, equipment or other articles belonging to the University nor to introduce any additional heating, washing or cooking appliances;
- (i) to make available all electrical appliances for PAT testing when requested by the University management;
- (j) not to interfere with any electrical fitting nor overload electrical sockets and to ensure that all items of electrical equipment belonging to you or loaned to you, together with all plugs fitted to such equipment are safe, compatible with the electrical sockets in the accommodation, and comply with all current relevant British Standard Specifications;
- (k) to remove from the Premises any item of electrical equipment which the University determines to be unsafe;
- (l) not to keep nor permit to be kept any animal, bird or other living creature on the Premises;
- (m) that by law smoking is prohibited in all Halls of Residence;
- (n) familiarise yourself with the position of the fire alarms, fire-fighting equipment and of procedures for evacuating the premises after the activation of the fire alarms. Refusal to evacuate the premises and comply with instructions from a member of staff may lead to the termination of Residency;
- (o) to co-operate with emergency services in the event of an emergency;
- (p) that the fire appliances and other safety equipment must not be tampered with and that any misuse will be treated as a serious breach of the Terms and Conditions and may lead to the termination of Residency as well as a charge.
- (q) not to bring on to the premises nor permit to be brought on to the premises any dangerous or offensive weapons (e.g. guns, pistols, swords, knives) nor any replica or imitation weapons as any such items will be confiscated and may be reported to the police authorities;
- (r) not to store or burn any flammable material (e.g. candles, barbeques, lighter fuel etc.)
- (s) not to bring into the University i.e. to possess, use, buy or sell illegal drugs or other substances. This will be treated as a serious breach of the Terms and Conditions resulting in the termination of Residency and may be reported to the police. There is a zero tolerance policy of drug use or possession. Reasonable suspicion of drug use or drug dealing will be grounds for terminating the Licence Agreement.
- (t) not to do or allow to be done anything which may invalidate or increase any premium for the insurance of the premises;
- (u) to move to another room, under exceptional circumstances, if required by the University during the Period specified in the Contract;
- (v) to purchase a TV licence if necessary;
- (w) not to install a fixed radio or TV aerial or arrange any external cable connections;
- (x) not to keep a bicycle inside any University Hall of Residence;

- (y) not to park on University property unless express permission has been given e.g. in the case of a disability; and
- (z) not to carry on any profession, trade or business on University premises;

12. NUISANCE

- 12.1 You agree to abide by the expected code of student behaviour (see the Student Charter, the Student Disciplinary Procedures, the Student Complaints Procedures and Studying without Harassment: <http://simmspace/prog-admin/policies-complaints-disciplinary/Pages/default.aspx>):
- 12.2 not to act in such a manner as to cause or be likely to cause disturbance, danger, distress or inconvenience to other residents, the neighbourhood or other persons going about their legitimate business in the University residential accommodation;
- 12.3 not to act in a manner that is discriminatory on the grounds of gender, race, disability, age or sexual orientation either by conduct, spoken or written words or any form of behaviour directed at an individual which demeans them or creates an intimidating and hostile environment;
- 12.4 that in the event of a complaint/s about noise generated by you, the University may take disciplinary action, in line with Student Disciplinary Procedures at <http://extranet.smuc.ac.uk/accommodation>
- 12.5 That you may only have visitors between 11.00 hours and 24.00 hours. You are responsible for the behaviour of any visitors you invite or allow into the halls of residence.
- 12.6 Any disciplinary action taken against you may jeopardise your chances of taking up residence in Halls or applying for Student Senior Residency in the future.

13. APPEALS PROCEDURE AND COMPLAINTS

- 13.1 In the event of any disciplinary action being taken against you in accordance with these regulations you have **seven working days to lodge an appeal**. Details of how you can appeal will be provided in the letter you receive. Further details can be found in the Student Disciplinary Procedures.
- 13.2 If you wish to raise a complaint about any issues arising from the Terms and Conditions in this Licence Agreement, in the first instance you should approach your Hall Resident Mentor. If the complaint is against your Hall Resident Mentor you should approach the Accommodation Manager. The Student Complaints procedures can be found through the University's student portal under Key Information for Students: (<http://extranet.smuc.ac.uk/accommodation>).

These Terms and Conditions should be read in conjunction with the Student Disciplinary and Complaints Procedures and all student-related policies.