



**St Mary's  
University**  
Twickenham  
London

## **CAMPUS ACCOMMODATION LICENCE AGREEMENT**

### **Terms and Conditions**

- A. Once a Student accepts the provisions set out in the Room Offer online in the post application stage within the Student Accommodation Portal (the "Portal") a legally binding agreement between the Landlord (hereafter referred to as "the University") and the Student is created.
- B. The Student should therefore ensure that s/he has read, understood and has agreed to all the Terms and Conditions in this document before making a commitment by accepting the provisions in the Room Offer. Please note for the purposes of the Licence Agreement there are two key documents which the Student should read, these are the Accommodation Fees Policy and the Residents' Handbook
- C. 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 email from [accommodation@stmarys.ac.uk](mailto:accommodation@stmarys.ac.uk) or take independent legal advice before proceeding.

#### **1. General**

The Student acknowledges that:

- 1.1 The sole purpose of this Licence is to provide the Student with residential accommodation ("the Premises") to enable them to undertake a course of study at the University.
- 1.2 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.
- 1.3 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. Such matters will be dealt with in accordance with the St Mary's Disciplinary Procedure.
- 1.4 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.
- 1.5 The Premises are deemed to be satisfactory and acceptable once the Student has accepted the keys and/or slept in the Premises.
- 1.6 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 the 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.

- 1.7 The University usually enters into contracts with students who are 18 years or over and therefore such Students have legal capacity to enter into contracts in their own right. However, where a Student is under 18 years of age, the University requires consent and that the parent/ guardian acts as the guarantor for the purposes of the guarantee agreement. A guarantee agreement must be completed by the parent/guardian of Students who will be under the age of 18 on commencement of their course at the University.
- 1.8 The Student is expected to register with the University's Health Centre or a local General Practitioner as soon as possible after arrival at campus.
- 1.9 In certain circumstances for example the Student may be allowed to change rooms with the approval of the Accommodation Service. A fee of £50 will be charged to cover administration and the cost of preparing the room for re-occupation. In some cases, a suitable replacement licensee may also be required before an agreed room change. Please note the change of room may be subject to an increase in price.
- 1.10 Should the Student leave voluntarily before the expiration of the Licence period and remain a registered Student s/he is liable for the Fees for the remainder of the academic year, unless the University is able to re-let the room, in which case the Student will be charged up to the date that the room is re-let, this charge will include an administration fee of £50.
- 1.11 The University reserves the right, upon reasonable notice to the Student and at reasonable time, to:
  - (a) allow authorised personnel to enter the room to inspect its condition and to clean the room on a regular basis;
  - (b) allow authorised personnel to enter the room to carry out such repair works as the University thinks necessary or has been requested or reported by the Student;
  - (c) allow authorised personnel to gain entry to the room with no notice on Health and Safety or Security grounds or where there is reasonable cause to believe the presence of unlawful or prohibited items in the room. For the avoidance of doubt 'Health and Safety or Security grounds' includes, but is not limited to, the following:
    - (i) in response to a serious incident;
    - (ii) suspected drug use/possession; and/or
    - (iii) suspected ill health or any other situation where the University has sufficient cause to believe the safety of students could be at risk.
    - (iv) Critical or Emergency Maintenance

## 2. **Accommodation Fees**

- 2.1 You are required to pay the Accommodation Fees ("the Fees") for the Period specified, and in accordance with, the details set out in the Payment Arrangement on the Portal and in the Room Offer. The Fees constitute payment for lighting, water, reasonable heating, internet, contents insurance and the Meal Plan as set out in paragraph 2.7 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 equal instalments

payable in September, January and April of the academic year in question and on the dates set out in the Contract Schedule and as set out in the Residents' Handbook.

- 2.3 Each Fee instalment includes rent for a set number of days. Payment of an instalment does not therefore constitute full payment of the Fees.
- 2.4 Study Abroad Students studying for one semester only shall be required to pay the full Fee payment in one instalment prior to arrival.
- 2.5 If the Student is offered a room during the academic year, the Student's initial instalment will be calculated on a pro rata basis, from the date the Licence commenced. Subsequent instalments will become payable in accordance with the payment dates set out in Residents' Handbook.
- 2.6 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 Room Offer.

## **27 The Meal Plan**

Upon payment of the Fees the University agrees to provide the following meals ("the Meal Plan") to Students who are in catered halls.

- (a) 14 meals per week: five x breakfast taken Monday to Friday, two x weekend brunches taken Saturday and Sunday and seven 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 period. There is a reduced service over the Christmas and Easter breaks.
- (c) The University reserves the right to substitute the evening meal for a meal to be taken at lunchtime (e.g. Bank Holidays, University Feast Day, Summer Ball, Christmas and Easter breaks, 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 and 16 Strawberry Hill Road, there are no university managed halls of residence with self-catering facilities. Benedict House and 16 Strawberry Hill Road will have access to the Meal Plan available and no refunds will be given for meals not taken.
- (g) If payment of The Fees is not made, it is expected that payment will be arranged within twenty one working days of the original due date. If the Student fails to make the required payment the University reserves the right to withdraw access to the student's Meal Plan as per the Accommodation Fees Policy.

## **3. Duration and Termination of the Agreement**

- 3.1 The duration of this Agreement is for the period specified in the Room Offer unless terminated earlier in accordance with the provisions of this clause.
- 3.2 Students moving into accommodation at the beginning of the academic year will generally be offered a 37 week Licence Period. The Licence Period stated in the Room Offer is inclusive of the Christmas closure period. With the exception of residents of 16 Strawberry Hill Road and Benedict House, Students are not allowed to remain in accommodation during the Christmas closure period. The Christmas closure period is stated in the Residents' Handbook

- 3.3 Athletes residing in 5 Waldegrave Park (referred by EPACC) will be offered a 52 week Licence Period.
- 3.4 Study Abroad students (referred by the International Office) will be offered a Licence Period that covers their period of study.
- 3.5 If alternative Licence Periods are required, it is the Student's responsibility to make these requirements known to the Accommodation Service, who may, where appropriate and/or possible, alter the Licence Period accordingly.

#### *Termination*

- 3.6 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 Full application fee will be withheld i.e. £200 deposit as well as £50 admin fee
- 3.7 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) if we are notified by Registry that you are no-longer a full time Student and will be studying part-time on your course.
  - (c) 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
  - (d) 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

#### *Notice*

- 3.8 If any of the above apply, the Licence may be terminated by the University giving not less than 28 days written notice to the Student.
- 3.9 In exceptional cases including persistent or serious breaches of the terms of this Licence, or of the St Mary's Disciplinary Procedure, which cause disruption or serious risk to self or others, the notice period may be less. In such circumstances a Student may be required to vacate the Premises immediately, without notice or may be temporarily suspended from the Premises pending the outcome of a hearing. 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;
  - (v) where the University deems a Student is at risk of causing harm to him/herself due to mental or physical incapacity.
- 3.10 If the Licence is terminated under clauses 3.9 or 3.7 the Student may remain liable for

the full Fees of the Licence Period unless:

- (i) the Premise 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
- (ii) at the discretion of the University it is otherwise agreed in writing that the Student is no longer liable for the full Fees;
- (iii) in which case, an Early Termination Charge equivalent to 28 days at the Student's daily accommodation fee rate will apply.

#### *Early termination*

- 3.11 If you notify us that you are no longer a Student at the University, written confirmation from Registry will be required. You will then be released from the Licence either from the date of which you informed Accommodation Service or from the date you vacated your room and return your keys to Accommodation Service, 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, or you will be invoiced.
- 3.12 In exceptional circumstances, if the Licence is terminated early with the agreement of the University (i.e. on health grounds), 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
- 3.13 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 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations"), the University is required, before the Student is legally bound by a distance contract, to provide the Student with the information set out in clause 4.2-4.5 below.
- 4.2 St Mary's University is the supplier of the Premises and the address of the Premises is given in the Room Offer and Residents' Handbook.
- 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 Room Offer; The Residents' Handbook and the Terms and Conditions of this Licence.
- 4.4 Please note that some contracts have a 14 day cooling off period which allows you to cancel a contract without penalty. However, pursuant to s.2 (a) and s.6 (1) (d) of the Regulations there is no cooling-off period for this contract. A legally binding contract will be formed once you accept the Offer by completing the online acceptance process. Notwithstanding that this contract has no cooling-off period, the University reserves the right to consider a request to cancel on a case-by-case basis.

#### **5. Deposits**

- 5.1 At the time of submitting an online application, 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 and any deductions made in (a) - (g) below, the University will repay the Deposit Payment to the Student within 28 days of the expiration of the Licence and after the Student has completed the online check-out .
- (a) The cost to the University for 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.
  - (b) 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).
  - (c) Loss or late return of keys to the Premises or any other key issued by the University.
  - (d) Any non-payment of Accommodation Licence Fees.
  - (e) Any other debt payable by the Student to the University due under this Licence or under the Accommodation Fees Policy.
  - (f) The University's proper costs incurred in taking reasonable steps to enforce the Student's obligations in this Licence.
  - (g) The Student is responsible for the furniture, fixtures and fittings inside the Premises. Any loss or damage which occurs 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.
- 5.3 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
- 5.4 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. The University has the right to fairly and reasonably apportion the damage or loss arising from any breach to an individual Student or to a group of Students.
- 5.5 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 (e.g. for tampering with fire safety equipment) against residents who breach the Licence terms and conditions.
- 5.6 You are responsible for damage caused by any guest you invite or persons you permit entry to the University premises.
- 6. Repairs**
- 6.1 You must report to the Facilities Helpdesk, 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.

- 6.3 You agree to allow access to your room for periodic inspections to be carried out during which you will have the right to be present.
- 6.4 Whenever possible, the University will give reasonable notice of the need for duly authorised University officials, general staff or contractors to enter the Premise. This includes access for periodic inspections.
- 6.5 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 your room is made available for occupation.
- 6.6 The University will keep the Premises adequately maintained and in a good state of repair.
- 6.7 Residents are required to complete an inventory within seven days of the commencement of their occupancy; any discrepancies should be reported in writing to the Hall Resident Mentor, Accommodation Service or Facilities Helpdesk immediately. Failure to complete an inventory will be deemed as acceptance that all items are present and in good condition.

## **7. Vacating the Premises**

- 7.1 The Student must vacate the Premises at the end of the Licence Period or on the termination of this Agreement howsoever determined.
- 7.2 The University shall inspect the Premises 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.
- 7.3 Upon vacating the Premises 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 Hall Resident Mentor, Accommodation Service or to the Security Office 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.
- 7.4 The University will remove any items left in the Premises 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.

## **8. Student Obligations**

You agree:

- 8.1 Not to sub-let nor allow any person to stay on the Premises overnight unless agreement has been made with the Hall Resident Mentor or Accommodation Service because of exceptional circumstances e.g. student illness.
- 8.2 To attend all compulsory hall meetings as advised by your Hall Resident Mentor or the Accommodation Service.
- 8.3 Not to allow baths, sinks or storage systems to overflow.
- 8.4 To keep clean and in good condition the Premise and the furnishings, fixtures, fittings

and make the room available for cleaning on a weekly basis.

- 8.5 To maintain a reasonable standard of cleanliness in your room and in the communal areas.
- 8.6 Not to cause nor permit to be caused any damage to the Premises or their contents, including:
  - (a) not to deface or make any additions or alterations to the Premises nor make any permanent alteration to the decoration of the Premises.
- 8.7 Not to display nor permit to be displayed any posters, pictures, etc. except on the notice board provided.
- 8.8 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.
- 8.9 To make available all electrical appliances for PAT testing when requested by the University management.
- 8.10 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.
- 8.11 To remove from the Premises any item of electrical equipment which the University determines to be unsafe and that the University has the right to confiscate any inappropriate equipment, for example equipment that has failed PAT testing, cooking equipment, speakers etc.
- 8.12 Not to keep nor permit to be kept any animal, bird or other living creature on the Premises.
- 8.13 That by law smoking is prohibited in all halls of residence and the Premises.
- 8.14 To 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 provided in the Residents' Handbook. Refusal to evacuate the Premise and comply with instructions from a member of staff may lead to the termination of the Licence Agreement.
- 8.15 To co-operate with emergency services in the event of an emergency.
- 8.16 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 the Licence Agreement as well as a fine (minimum £100).
- 8.17 Not to bring on to the Premise nor permit to be brought on to the Premise 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; this is considered Gross- Misconduct under the Universities disciplinary procedure and may lead to termination of the Licence Agreement.
- 8.18 Not to store or burn any flammable material (e.g. candles, barbeques, lighter fuel, etc.)
- 8.19 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 the Licence Agreement 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.



- 8.20 Not to do or allow to be done anything which may invalidate or increase any premium for the insurance of the Premise.
- 8.21 To move to another room, under exceptional circumstances, if required by the University during the Period specified in the Contract.
- 8.22 To purchase a TV licence if necessary.
- 8.23 Not to install a fixed radio or TV aerial or arrange any external cable connections.
- 8.24 Not to keep a bicycle inside any University hall of residence.
- 8.25 Not to park on University property unless express permission has been given e.g. in the case of a disability.
- 8.26 Not to carry out any profession, trade or business on University Premise.
- 8.27 To maintain a safe environment for employees of the University and other residents who may have to enter the Premise.

## 9. Nuisance

- 9.1 You agree to abide by the expected code of student behaviour contained within the Student Charter, the Student Disciplinary Procedures, the Student Complaints Procedures and Studying without Harassment.

You agree:

- 9.2 not to act in such a manner as to cause or be likely to cause disturbance, danger, distress or inconvenience to other residents, the neighborhood or other persons going about their legitimate business in the University residential accommodation.
- 9.3 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 word or any form of behaviour directed at an individual which demeans them or creates an intimidating and hostile environment.
- 9.4 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.
- 9.5 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.
- 9.6 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.

## 10. Appeals Procedure and Complaints

- 10.1 In the event of any disciplinary action being taken against you in accordance with the Student Disciplinary Procedures you have seven working days to lodge an appeal. Further details can be found in the Student Disciplinary Procedures.
- 10.2 If you wish to raise a complaint about any issues arising from the Terms and Conditions in this Licence Agreement, then you should approach your Hall Resident Mentor. If however, the complaint is against your Hall Resident Mentor you should approach the Accommodation Manager. The Student Complaint procedures can be found through the University's Student portal (SimmSPACE) under Key Information for Students.

## 11. University's Obligations

The University agrees:

- 11.1 To provide the Premises and the facilities available to the Student such as the Meal Plan, internet, cleaning as provided for in the Accommodation Handbook.
- 11.2 Except in the case of an emergency, for reported repairs and (where applicable) for reading meters, or as otherwise provided for in clause 1.11 above , to give the Student at least 24 hours' notice prior to entering the Accommodation.
- 11.3 Not to interrupt the Student's occupation of the Accommodation save where reasonably necessary.
- 11.4 To provide health and safety equipment and instructions on how to use the equipment such as fire extinguishers, fire evacuation and a smoke free environment
- 11.5 To provide a secure and safe environment for the Student to live and study.
- 11.6 Not to disclose personal information obtained from the Student except where there is serious risk of harm to the Student, to others or to the University's property or as otherwise permitted by the GDPR rules (e.g. disclosure necessary for crime prevention and taxation purposes Regulation 2016/679 Article 23.
- 11.7 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Licensee.
- 11.8 The Landlord shall allow the Licensee quiet enjoyment of the Property without any interruption by the Landlord, unless necessary.
- 11.9 Keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows).
- 11.10 Keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);
- 11.11 Keep in repair and proper working order the installations in the Property for space heating and heating water.

## 12. **Insurance**

- 12.1 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 within the policy. If you feel that you may require additional cover for valuable items then please contact the insurance provider directly to upgrade.

## 13. **Liability of the University**

- 13.1 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.

## 14. **Third Party Rights**

- 14.1 The rights and obligations under this Licence are personal to the University and the

Student which is not intended to confer rights or benefits upon any successor in title or third party under the Contracts (Rights of Third Parties) Act 1999.

These Terms and Conditions should be read in conjunction with the Accommodation Fees Policy, Accommodation Handbook, the St Marys' Disciplinary Procedure, the Student Complaints Procedure and all Student related policies.