



Licence Terms and Conditions

You must read these terms and conditions carefully before accepting our offer of accommodation. The terms and conditions below form the basis of your student accommodation contract with St Mary's University (**the "University"**).

These terms and conditions apply to all University Halls of Residence and are designed to set out the conditions of use for everyone. Acceptance of these terms and conditions and/or the Room Offer creates a legally binding Licence to occupy a bedroom within the University, effective on the date the University receives your online acceptance of the Room Offer.

Part 1: Definitions

- (i) **Accommodation Fee:** the fee for the Licence Period as specified by the University in the Room Offer.
- (ii) **Administration Charge:** the amount of £50 charged in accordance with the Terms and Conditions of this Licence Agreement to cover late payments of the Accommodation Fee; moving Halls; and for withdrawal from halls where a replacement licensee is found.
- (iii) **Deposit Payment:** the terms relating to the Deposit Payment as set out in clause 3.1 (i) of this Licence Agreement.
- (iv) **Early Termination Charge:** means a sum equal to the proportion of 28 days payment of the Accommodation Fee.
- (v) **Instalment Plan:** Accommodation Fees may be paid over three instalments on the dates specified in the Payment Schedule.
- (vi) **Licence Fees:** means payment for University accommodation as set out in the Payment Schedule
- (vii) **Licence Period:** The period starting and ending on the dates specified in the Offer Letter (unless the agreement ends earlier in accordance with the terms of this agreement). Unless otherwise stated in this Licence Agreement and in accordance with clause 2, the Licence Period excludes the Christmas closure period.
- (viii) **Payment Schedule:** means the detailed financial breakdown for payment of accommodation on the specified dates for the relevant academic year.
- (ix) **Room Offer:** following an online application for University accommodation, successful applicants will receive an e-mail notifying them that they have been allocated a room. Details of the Room Offer, including Licence Fees and Payment Schedule, can be viewed and accepted via the Portal.

Part 2: Main Terms to this Licence Agreement

1. Introduction

The Student acknowledges that:

- 1.1. The sole purpose of this Licence is to provide the prospective Student with residential accommodation within the University Halls of Residence (**"the Halls"**) and to



enable them to undertake a course of study at the University.

- 1.2. The Student should ensure that they have read, understood and have agreed to **all** the Terms and Conditions contained within this document before making a commitment by accepting the Room Offer. Please note for the purposes of this Licence Agreement the relevant terms and conditions are contained within these Terms & Conditions and the Application Terms and Conditions.
- 1.3. This Licence does not, and is not intended to create a tenancy in the Halls. The Student occupies the Halls as a licensee **ONLY and does not have exclusive possession of the Halls.**
- 1.4. 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.
- 1.5. 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.
- 1.6. This 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 this Licence Terms and Conditions, please seek clarification via e-mail from accommodation@stmarys.ac.uk or take independent legal advice before proceeding.

2. Duration

- 2.1 The University grants you a Licence to Occupy the Halls for the period specified in the Room Offer unless terminated earlier in accordance with the provisions of clause 15 set out in this Licence Agreement.
- 2.2 Students moving into accommodation at the beginning of the Licence Period will be offered a 36-week agreement (unless otherwise specified). The Licence Period stated in the Room Offer is inclusive of the Christmas closure period; with the exception of residents in 16 Strawberry Hill Road and Waldegrave Park 5. **Students are not allowed to remain in accommodation during the Christmas closure period, students are not required to remove their belongings during this time and are not charged fees for the closure dates.** The Christmas closure period is stated in the Room Offer.
- 2.3 Study Abroad students (referred by the International Office) will be offered a Licence Period for one semester **ONLY**.
- 2.4 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 subject to availability, alter the Licence Period accordingly.

3. Deposit Payment

- 3.1 Students are required to pay a refundable Deposit Payment of £200 at the time of offer.
- 3.2 All Students who have accepted their Room Offer but are not accepted on to a Full-Time course of study at the University before the occupancy period begins, must notify the Accommodation Service by 1st September in order to receive a refund of the £200 Deposit Payment. For cancellations received after this date, or for students who do not arrive, the £200 will be retained as a partial rent payment.
- 3.3 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 this Licence Agreement and after the Student has completed the online check-out.
- 3.4 Deductions will be made to cover;
 - (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.
 - (c) An equal share of damage caused to communal areas will also be charged to residents with access to such areas (see also (g) below).
 - (d) Loss or late return of keys to the Halls or any other key issued by the University.
 - (e) Any non-payment of Accommodation Fees.
 - (f) Any other debt payable by the Student to the University due under this Licence.
 - (g) The University's costs incurred in taking steps to enforce the Student's obligations in this Licence.
 - (h) Any loss or damage to furniture, fixtures and fittings inside the Halls 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.
- 3.5 The University is 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 this clause 3.4.
- 3.6 The University has the right to determine the cost of damage to its property or loss arising from any breach of these 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. See Schedule 1 for guide to deductible costs.



- 3.7 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 in accordance with the University's Disciplinary process.
- 3.8 You are responsible for damage caused by any guest you invite or persons you permit entry to the University Halls.
- 3.9 The Deposit Payment will be returned to the same payment method as originally made from, where this is not possible, payment will be made to the account details provided by the Student by way of BACs transfer. The Fees Office will advise overseas Students with alternative method(s) of refund.

4. Accommodation Fees

- 4.1 You are required to pay the Accommodation Fees ("**the Fees**") for the Licence Period specified in clause 2 and the Payment Schedule. The Fees constitute payment for your accommodation and including (but not limited to) lighting, water, reasonable heating, internet, contents insurance and the Meal Plan as set out in clause 12 below.
- 4.2 **Unless otherwise agreed by the University in writing, the full Accommodation Fees are payable whether or not you occupy the Halls for the period specified in the Room Offer.**
- 4.3 The University is not required to contact Students to remind them of due payment dates, it is the responsibility of the Student to keep a copy of Licence and Payment Schedule and ensure that the Fees are received on or by the specified dates.
- 4.4 The Student Senior Residents' ("**SSR**") Accommodation Fee is inclusive of a £900.00 discount fee subject to:
 - (i) SSR upholding their roles and responsibilities as an SSR outlined during the Universities recruitment and training;
- 4.5 Failure to adhere to the SSR roles and responsibilities following assessment from the Resident Mentor and/or the Assistant Residence Life Manager which finds the individual unfit to fulfill the role, will result in the discount specified in clause 4.4 to be removed. The Accommodation Team will pro-rata your Accommodation Fee from the date you cease to be an SSR.

5. The Instalment Plan

- 5.1 The Instalment Plan spreads the total cost of the Fees to be paid over three instalments on the dates set out in the Payment Schedule and the Room Offer.
- 5.2 Study Abroad Students studying for one semester only shall be required to pay the full Fee payment in one instalment prior to arrival.
- 5.3 For Students moving into the Halls at the beginning of the academic year, the University permits the total cost of the Fees to be divided into three instalments payable in September, January and April of the relevant academic year and on the dates set out in the Payment Schedule.



- 5.4 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 the Payment Schedule.
- 5.5 The Student is required to complete a Direct Debit mandate when accepting an offer of accommodation or up to 14 working days before the first instalment is due. For overseas Students, TransferMate may be used.
- 5.6 Payment will be taken on/or soon after the dates specified in the Payment Schedule.
- 5.7 For the avoidance of doubt the instalments do not reflect the number of nights in the Halls per term. Each Fee instalment includes rent for a set number of days. Payment of an instalment does not therefore constitute full payment of the Fees.
- 5.8 There is limited flexibility on the date for the first instalment payment unless the Student can provide evidence to the Fees Office of their Student loan being delayed.
- 5.9 The Student may request changes to the Instalment Plan, however, any such changes requires approval from the Fees Office. The Student is required to e-mail the Fees Office (feesoffice@stmarys.ac.uk) and submit their proposed Instalment Plan change in writing.
- 5.10 Changes to the Instalment Plan cannot be accepted within 7 working days of an instalment date.

6. Payment Methods

- 6.1 For UK based Students, with the exception of the Deposit Payment, all other payments should be collected via BACS Direct Debit. Payments via a Credit / Debit card will only be accepted in exceptional circumstances.
- 6.2 If at any time the Student Bank details change, then it is the responsibility of the Student to notify the Fees Office of this change. Changes to the Bank details cannot be accepted within 7 working days of an instalment date.
- 6.3 If in the event a Direct Debit request for payment fails and payment is not made, payment will be re-requested within 7 days.
- 6.4 Overseas Students may make the payment via the TransferMate option. This will either be for the amount for the entire Licence Period, or (where is it allowable within the offer) the first instalment only. The overseas Student has the option to make subsequent payments via a Direct Debit or via TransferMate in line with the dates specified in the Payment Schedule.
- 6.5 The University does not accept payment for Accommodation Fees by cheque or cash.

7. Student's Right to Cancel

- 7.1. 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 (i) – (iii) below.



- (i) St Mary's University is the supplier of the Halls and the address of the Halls is given in the Room Offer.
- (ii) 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 and the Terms and Conditions of this Licence.
- (iii) 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 online Room Offer and by completing the Direct Debit instructions, or have set up an alternative payment method, in line with clause 6. 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.

Part 3: The Terms and Conditions

8. Moving in

- 8.1 Residents are required to occupy the Halls within seven (7) days from the start date in the Room Offer (note the start date is calculated as the first day) and no later than 5:00pm on the seventh day. If you are arriving later then you must inform the Accommodation Team in advance. If you do not contact the Accommodation Service your room may be withdrawn and you will lose your Deposit Payment as set out in clause 3.1(ii).
- 8.2 Students are required to complete an online check-in within 7 days of their arrival. Failure to complete an online check-in will be deemed as acceptance that all items are present and in good condition.
- 8.3 If the Halls are designated as shared Halls then the Student is not liable for payment of the other Student's Licence fees for the Halls. If the other Student leaves a shared room, the University reserves the right to transfer the remaining Student to a different Halls or to introduce a replacement Student to share the Halls with the Student.
- 8.4 If the Halls is not ready for occupation at the commencement of the Licence Period then the University will endeavor to provide a suitable alternative accommodation until such time until your room is ready for occupation.
- 8.5 The Halls are deemed to be satisfactory and acceptable once the Student has accepted the keys and/or slept in the Halls pursuant to clause 8.2.

9. Room Changes

- 9.1 In certain circumstances the Student may be allowed to change rooms with the prior approval of the Accommodation Service. If consent is given, the Administration Charge will apply to cover the administration and the cost of preparing the room for re-occupation. In some cases, an eligible replacement Student may also be required before a room change is accepted.
- 9.2 If the change of room fees is higher than the fees payable from your original room, you will be required to pay the University the difference in the total remaining amount. The price difference (if any) will be reflected in your statement and your Instalment



Plan amounts and the remaining Licence Period will be amended accordingly.

- 9.3 Room moves will not be permitted during the first or last four (4) weeks of the Licence Period.
- 9.4 If you are permitted to move rooms, all the T & Cs of this agreement are transferable to your new room.
- 9.5 Unauthorised room changes may lead to action being taken by the University to end your Licence.

10. Eligibility, Use of Accommodation & Your Responsibilities

10.1 The Halls 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.

10.2 The Halls are let on the basis that you are a full-time registered Student at the University and that the Halls will only be occupied by you.

10.3 You agree:

10.3.1 Not to sub-let nor allow any person to stay on the Halls overnight unless agreement has been made with the Hall Resident Mentor or Accommodation Service because of exceptional circumstances e.g. student illness.

10.3.2 To attend all compulsory hall meetings as advised by your Hall Resident Mentor or the Accommodation Service.

10.3.3 Not to allow baths, sinks or storage systems to overflow.

10.3.4 To keep clean and in good condition the Halls and the furnishings, fixtures, fittings.

10.3.5 To maintain a reasonable standard of cleanliness in your room and in the communal areas.

10.3.6 Not to make any alterations to or damage the Accommodation.

10.3.7 Not to cause nor permit to be caused any damage to the Halls or their contents, including:

- (a) not to deface or make any additions or alterations to the Halls nor make any permanent alteration to the decoration of the Halls.

10.3.8 Not to display nor permit to be displayed any posters, pictures, etc. except on the notice board provided.

10.3.9 Not to remove from the Halls any furnishings, fittings, equipment or other articles belonging to the University nor to introduce any additional heating, washing or cooking appliances (without the University's consent).

10.3.10 Not to store, charge or use e-scooters in or around the premises.

10.3.11 To make available all electrical appliances for PAT testing when requested by the University management.

10.3.12 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.

- 10.3.13 To remove from the Halls 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.
- 10.3.14 Not to bring any furniture or soft furnishings into the Accommodation which does not comply with fire safety legislation.
- 10.3.15 Not to keep nor permit to be kept any animal, bird or other living creature on the Halls.
- 10.3.16 That by law smoking is prohibited in all University buildings, including halls of residence and the Halls.
- 10.3.17 To familiarise yourself with the position of the fire alarms, fire-fighting equipment and of procedures for evacuating the Halls after the activation of the fire alarms provided in the online e-induction modules. Refusal to evacuate the Halls and comply with instructions from a member of staff may lead to the termination of this Licence Agreement.
- 10.3.18 To co-operate with emergency services in the event of an emergency.
- 10.3.19 That 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 this Licence Agreement as well as a fine (minimum £100) under the University's Disciplinary process.
- 10.3.20 Not to bring on to the premises nor permit to be brought on to the premises any explosive substances (e.g. fireworks, sparklers, co2 cannisters, etc.), dangerous or offensive weapons (e.g. guns, pistols, swords, knives, etc.) nor any replica or imitation weapons as any such items will be confiscated and may be reported to the Police; possession of any of these items may be found as Gross-Misconduct under the Universities disciplinary procedure and may lead to termination of this Licence Agreement.
- 10.3.21 Not to store or burn any flammable material (e.g. candles, barbeques, lighter fuel, etc.)
- 10.3.22 Not to bring into the University i.e. to possess, use, buy or sell illegal drugs or other substances as specified in the Misuse of Drugs Act 1971 (as amended). This will be treated as a serious breach of the Terms and Conditions resulting in the termination of this 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 this Licence Agreement.
- 10.3.23 To only use the cooking and/or heating equipment provided by the University and not to use cooking or heating appliances in your room except for items that have been inspected and authorised by the University.



- 10.3.24 Not to do or allow to be done anything which may invalidate or increase any premium for the insurance of the Halls.
 - 10.3.25 To move to another room, under exceptional circumstances, if required by the University.
 - 10.3.26 To purchase a TV licence if necessary, this includes online streaming TV services on devices such as a computer, laptop, mobile phone, tablets.
 - 10.3.27 Not to install a fixed radio or TV aerial or arrange any external cable connections.
 - 10.3.28 Not to keep a bicycle inside any University hall of residence.
 - 10.3.29 Not to park on University property unless express permission has been given e.g. in the case of a disability.
 - 10.3.30 Not to carry out any profession, trade or business on University Halls.
 - 10.3.31 To maintain a safe environment for employees of the University and other residents who may have to enter the Halls.
- 10.4 The Students obligations contained in this clause 10 are written for the safety and wellbeing of students, staff and visitors and to ensure smooth and safe running of halls of residence.
- 10.5 You agree that if you break any of these regulations you may be subject to the disciplinary procedures set out in the Student Disciplinary Procedures.

11. Our Responsibilities

- 11.1 All of our halls of residence meet the criteria of the Universities UK (UUK) Code of Practice for University-managed student accommodation, which stipulates acceptable standards for facilities and accommodation management.

The University will:

- 11.1.1. Provide a secure and safe environment for the Student to live and study.
- 11.1.2. Not interrupt the Student's occupation of the Accommodation save where reasonably necessary.
- 11.1.3. Keep the Halls adequately maintained and in a good state of repair.
- 11.1.4. Ensure that the furniture provided is of a reasonable standard.
- 11.1.5. Use its best endeavors to carry out repairs within reasonable time limits.
- 11.1.6. Maintain the structure and exterior of the Property (including drains, external pipes, gutters and external windows).
- 11.1.7. Keep in repair and proper working order the installations in the Halls for the adequate supply of hot 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).



- 11.1.8. Keep in repair and proper working order the installations in the Halls for adequate supply of heating having regard to prevailing weather conditions.
 - 11.1.9. Ensure that at the start of your occupancy the Halls is clean and tidy. During your occupancy the University will assist Students to maintain standards by providing necessary equipment and regular cleaning of communal and bathroom (including en-suite) areas.
 - 11.1.10. Provide appropriate fire-fighting and fire safety equipment in the rooms and communal areas.
 - 11.1.11. Not to disclose personal information obtained from the Student except as outlined in the Accommodation Privacy Policy, or where there is serious risk of harm to the Student, to others or to the University's property or as otherwise permitted by the Data Protection Act 2018 rules.
- 11.2. To provide the Halls and the services to the Student such as the Meal Plan.
 - 11.3. The University shall make good any damage caused by an Insured Risk, unless the damage was caused by the willful actions, negligence or default of the Student.
 - 11.4. To provide facilities for the washing and drying of clothes, for which there will be an additional charge at the point of use.
 - 11.5. To arrange for provision of suitable Wi-Fi from a third-party supplier. Students will need to register to use this. The University will not be held liable for any failure or interruption of this service.
 - 11.6. To provide contents insurance through a third party up to a specified limit, this is subject to normal excesses, limitations and exclusions. Students are responsible for administering any claims which arise.
 - 11.7. Except in the case of an emergency, for reported repairs and (where applicable) for reading meters, or as otherwise provided for, to give the Student at least 24 hours' notice prior to entering the Accommodation.
 - 11.8. The University reserves the right, upon reasonable notice to the Student, to:
 - (i) allow authorised personnel to enter the room to inspect its condition during working hours;
 - (ii) 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;
 - (iii) 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:
 - (a) in response to a serious incident;
 - (b) suspected drug use/possession;
 - (c) suspected ill health or any other situation where the University has



sufficient cause to believe the safety of students could be at risk;
and/or

(d) Critical or Emergency Maintenance.

12. The Meal Plan

- 12.1 Upon payment of the Fees the University agrees to provide the following meals (“**the Meal Plan**”) to Students who are in catered halls.
- 12.2 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.
- 12.3 Daily points are allocated to be split between two daily meals on any given day. Points cannot be carried over to another day if not used in full.
- 12.4 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.
- 12.5 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.)
- 12.6 No refunds will be given for meals not taken or for periods when your room is unoccupied.
- 12.7 Vegetarian meals are offered as standard. Students with other special dietary requirements are advised to contact the Catering Office at catering@stmarys.ac.uk.
- 12.8 With the exception of 16 Strawberry Hill Road, Waldegrave Park 5 and Clive U, there are no university managed halls of residence with self-catering facilities. Students of these halls will have access to the Meal Plan available during term-time and no refunds will be given for meals not taken.
- 12.9 If payment of the Licence 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.

13. Health and Safety & Repairs

- 13.1. You agree to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish in designated areas.
- 13.2. You must report to the Facilities Helpdesk (fmhelp@stmarys.ac.uk), in writing, any repairs that need to be carried out to your room or to the fittings, furniture and furnishings.
- 13.3. You agree that the University will not provide advance notice to enter your room in the case of an emergency or for any urgent or necessary repairs.
- 13.4. 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.
- 13.5. Whenever possible, the University will give reasonable notice of the need for duly



authorised University officials, general staff or contractors to enter the Halls.

- 13.6. In exceptional circumstances and beyond the control of the University you may be required to vacate the Halls 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.

14. Nuisance

- 14.1. 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:

- 14.1.1. not to act in such a manner as to cause or be likely to cause disturbance, danger, distress or inconvenience to others, the neighborhood or other persons going about their legitimate business in the University student accommodation.
- 14.1.2. 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.
- 14.1.3. 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.
- 14.1.4. That you may only have visitors between 11:00 hours and 24:00 hours, overnight guests are not permitted. You are responsible for the behaviour of any visitors you invite or allow into the halls of residence.
- 14.1.5. Any disciplinary action taken against you may jeopardize your chances of taking up residence in halls or applying for Student Senior Residency in the future.

15. Termination of this Licence Agreement

- 15.1 This Licence shall terminate automatically where:
- (a) Pursuant to clause 3.2 and 15.2.2, the Student has not taken up residence within the first seven days of the commencement of the Licence Period, unless the Student has confirmed alternative arrangements with the University for late-arrival. Where such arrangements have not been made, the full Deposit Payment will be retained.
- 15.2 The University may terminate this Agreement at any time by serving notice set out in clause 16.1 on the Student if:
- 15.2.1 Any payment is overdue by 21 days or more; or
 - 15.2.2 Notification from Registry that you are no-longer enrolled as a Student or will be studying part-time on your course.
 - 15.2.3 Having regard to its obligations under the Equality Act 2010, the University



shall be entitled to terminate this 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

15.2.4 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.

15.3 If this Licence Agreement is terminated under clause 15.2 the Student may remain liable for the full Fees of the Licence Period unless:

- (a) the Halls 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 cases, an Early Termination Charge equivalent to 28 days at the Student's daily accommodation fee rate will apply.

15.4 Withdrawal from Halls Only

15.4.1 Should the Student leave the Halls voluntarily before the expiration of the Licence Period but still remain a registered Student of the University, the Student will remain liable for the Fees for the remainder of the Licence Period in accordance with clause 4.

15.4.2 If the University is able to re-let the Student's room, the Student will be charged a proportionate amount up to the date the room is re-let and will incur an Administration Charge. The balance of the Students' account, including the deposit, will either be refunded or be required to settle any outstanding balance.

15.4.3 It is the Student's responsibility to find a suitable replacement not already residing within University accommodation and who needs to be approved by the Accommodation Service. The University will take reasonable actions to assist students in finding a replacement.

15.4.4 In exceptional circumstances, if your accommodation 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 3.5.

15.4.5 Termination of your accommodation Licence will not be considered based upon on a change, reduction or cessation in face-to-face teaching.

15.5 Withdrawal from University and Halls



- 15.5.1 If the Student ceases to be a registered Student of the University and has informed the Accommodation Office in writing, the Student will be released from the accommodation Licence from either the date he/she ceases to be a registered Student or the date he/she vacates the room and returns the keys to the Accommodation Service, whichever is later. **The Student should vacate the accommodation within 14 days from the date of the withdrawal notice issued by the Registry.**
- 15.5.2 The Student will incur an Early Termination Charge equivalent to 28 days at the Student's daily accommodation fee rate (to cover the costs of the release). The balance of your account, including your deposit, will either be refunded or you will be required to settle any outstanding balance.
- 15.5.3 Notice of a Student's withdrawal from the University and halls will not be deemed to have been accepted if it is given within the Christmas closure period as stated in the Room Offer.

16. Notice

- 16.1 Subject to clause 15, this Licence Agreement may be terminated by the University giving not less than 28 days written notice to the Student.
- 16.2 The University will not agree to the termination of your accommodation Licence Agreement as a result of a change, reduction or suspension in face-to-face teaching or contact hours, except under the existing terms for termination.
- 16.3 In exceptional circumstances including health and safety issues, or persistent or serious breaches of the terms of this Licence, St Mary's Disciplinary Procedure, or under the University's Fitness to Reside Policy, which cause disruption or serious risk to self or others, the notice period may be less than 28 days. **In such circumstances a Student may be required to vacate the Halls immediately, without notice or may be temporarily suspended from the Halls 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) bullying or harassment;
 - (iv) serious damage to, or interference with, the University's, or to another students' property;
 - (v) where the University deems a Student is at risk of causing harm to him/herself or others due to mental or physical incapacity; and
 - (vi) pending or actual criminal proceedings
- 16.4 **In the event there are local or national restrictions imposed by a local authority, public health body, or national government made in the interest of public health or safety, the University may be unable to provide the Accommodation (or any part of it) to the Licensee for the full licence period. The University shall not have any liability to the Licensee for any failure to perform or delay in performing any of the University's obligations under the**



Agreement as a result of restrictions.

- 16.5 You agree that where circumstances beyond the control of the University which are in any way connected to public health concerns and make it impossible, or contrary to any law or official guidance to continue to deliver some or all of the services provided as part of the Accommodation, the University may suspend such services, and you shall not be entitled to any reduction of the Accommodation fee.
- 16.6 In the unlikely event that your Licence Agreement is terminated early with the agreement of the University as a result of local or national restrictions imposed in the interest of public health, you will remain liable for the Fees up to the agreed early termination date or until the date the you return the room keys, whichever is later.

17. Vacating the Halls

- 17.1 Before you move out, you must clean and tidy your room and remove all your belongings from both your room and the communal areas, and ensure that any rubbish is disposed of in the correct bins. You are jointly responsible with the University and other students for the communal areas and individually responsible for your own room.
- 17.2 You must vacate the Halls at the end of the Licence Period or on the termination of this Licence Agreement howsoever determined.
- 17.3 Students are required to complete an online Check-out before vacating and must return their keys to the designated place by noon on the day this Licence agreement ends.
- 17.4 The University shall inspect the Halls 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 in accordance with Clause 3 and Schedule 1.
- 17.5 Upon vacating the Halls at the end of the Licence Period, or other specified time, the Student shall remove all personal items, 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 Halls. **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 in accordance with Schedule 1.**
- 17.6 The University will remove any items left in the Halls 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 clear and 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 seven days of the end to the licence period, 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.
- 17.7 In all cases the University acknowledges that if the Student does not leave the Halls voluntarily then the University will apply for 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 legal costs and expenses incurred in contemplation, preparation, prosecution and enforcement of legal proceedings and interest.

18. Insurance

- 18.1 Personal belongings left at the Halls 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.

19. Third Party Rights

- 19.1 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.

20. General

- 20.1 Students will not be admitted or re-admitted to University accommodation unless any outstanding accommodation fees under previous licences owing to the University are settled.
- 20.2 Students will not be allowed to occupy the Halls without having either paid the Fees in full, or having an Instalment Plan in place for the current licence as per clause 5.
- 20.3 The Student is expected to register with a local Health Centre or General Practitioner as soon as possible after arrival at campus.
- 20.4 The Student must notify the Accommodation Service as soon as possible of any pending or actual criminal proceedings being faced by the Student. The University reserves the right to terminate this Licence Agreement subject to the circumstances (and/or any comparable circumstances) set out in clause 16.2.
- 20.5 If the Student fails to make the required payment the University reserves the right to withdraw access to the Student's Meal Plan (as set out in clause 12 of this Licence). Once University facilities have been withdrawn, they can only be re-instated once payment of the outstanding sums have been made in full.
- 20.6 If the License Fees remain unpaid for 21 calendar days past the original due date as stated in the Room Offer and Payment Schedule, then the University has the right to terminate the Student's Licence by giving 28 days' notice. In exceptional circumstances, this period may be reduced to 7 days' notice.
- 20.7 Notice will only be withdrawn by the University once the payment of outstanding Licence Fees have been made in full, and an accepted payment method has been agreed for any remaining future instalments.
- 20.8 Any outstanding debt will be referred to an external debt collection agency.
- 20.9 Students who have received a Notice to Quit as a result of late payment or conduct related matters will not be re-admitted to University accommodation, even if all outstanding debts are repaid.



20.10 Your personal data will be held in the Universities Accommodation Management Systems' dedicated server, accessible only to staff of St Mary's University and any third parties involved in the management of Student Halls of Residence including the software suppliers for the purpose of delivering the service. Your personal data will be kept confidential and held in accordance with the Data Protection Act 2018. The legal basis on which your personal data is processed is to enable the University to perform its contractual obligations under this Licence.

21. Appeals Procedure and Complaints

- 21.1. 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 Procedure](#).
- 21.2. 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](#) website under Policies.

Schedule 1

ST MARY'S UNIVERSITY ACCOMMODATION CHARGING LIST, DAMAGE REPAIRS AND REDECORATION 2022/23

- (1) To ensure our commitment to provide you with a positive accommodation experience we will replace items that have been damaged through reasonable wear and tear during your stay. In return we ask that you look after the property and your surroundings, letting us know of any issue as soon as you know about them. You can raise a maintenance request by emailing fmhelp@stmarys.ac.uk
- (2) Where items have been damaged or misused, we will need to repair or replace them and therefore reserve the right to charge you for this.
- (3) Where charges have been applied after you have checked out, we will let you know by e-mail what you have been charged for. All charges will be added to your accommodation deposit account.
- (4) We will always endeavour to repair any damaged items before we replace them.
- (5) Damage to University Property and breaches of Health and Safety may also be considered as part of St Mary's University Disciplinary Process and may therefore receive other sanctions as determined by that process. This includes a £100 fine issued as part of the Disciplinary process for breaches of Health and Safety, including Tampering/ miss-use of Fire Safety equipment or smoking within any University building.



- (6) **Full replacement cost includes; parts, labour, installation, and administration costs. The below is a non-exhaustive list of costs for replacing or repairing items damaged by residents (fair wear and tear of items are not charged). We reserve the right to charge for items not listed. Not all items listed are available in every area.**
- (7) Please be aware that these charges were correct at the time of going to print and pricing is provided for guidance only. Where we incur charges for replacement items or need to appoint staff or contractors we will pass these costs on to you but will never charge any more than it would cost us, therefore charges may differ depending upon the actual cost of repair to the University.
- (8) You may find in some properties there are differences where different products are used and therefore some charges may vary.

Application of Charges by area:

- (9) The Student bedroom will be the sole responsibility of this Licence holder and charges will be applied to the occupier. Where students are in a shared bedroom, each student will be responsible for the items in use by them (i.e. individual wardrobe, desk, bed etc) and equally responsible for the condition of the overall room, unless damage can be attributed to an individual occupier.
- (10) Shared areas – Unless evidenced to an individual student, charges applied to shared areas will be applied across all users who have regular access to the area. Shared areas include but are not limited to, entrances, corridors, kitchens, common rooms, bathrooms.

CHARGING STRUCTURE

(A) ALL AREAS

Fire	Fire Break Glass Replacement	£20
1	Replace Fire Damage	From £20
2	Tampering/obstructing Fire Doors	£100
3	Replace Fire Extinguisher	£60
4	Replace Fire Blanket	£40
10	Further Action to clean/replace items charged at appropriate amounts.	
Redecoration	If the decoration cannot be completed by our in-house team we may appoint painting contractors to repair and repaint walls with the following typical charges;	
1	for one wall	From £60
2	for a whole room, including ceiling	From £120
3	for a Corridor	From £80



4	for a Kitchen	From £140
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NB. The price you will be charged is dependent on the size of the room and the amount of work required.

Flooring

- (1) We will always endeavour to clean the carpet/vinyl before we replace. Where we need to replace your flooring, we will generally charge at a rate of £25 per square metre for carpets and £35 per square metre for Vinyl.
- (2) The price you will be charged is dependent on the size of the room and the precise specification of the flooring.

Ceilings

- (1) Ceiling tiles are generally charged at £15 per tile.

Doors & Fittings		
1	Replace Fire Door	£ 200
2	Replace Boiler Cupboard	£ 200
3	Replace door handle	£ 20
4	Replace door hinges	£ 20
5	Replace Automatic Door Closer	£ 50
6	Replacement Key	£ 25 per key
7	Lock Cylinder (requires two replacement keys)	£125
8	Replace Room Number/Signage	£ 25
9	Replace Door Glazing	From £80
10	Replace Door Lock Mechanism	£65
11	Replace Door Stop	£ 15
Lighting		
1	Replace non-LED light fitting	£ 30
2	Replace LED Light Fitting	£ 60
Windows & Curtains		
1	Re-glass Window (per sqm)	£ 100
2	Repair Stain Glass Window	From £100
3	Replace Window Restrictor	£ 18
4	Replace Curtain Rails	£ 20
5	Replace Curtains/Blinds	From £60
Flat Entrance & Corridors		
1	Replace/Repair Electrical Panel	£ 90
2	Replace Lift Mirror	From £200

BEDROOMS		
Bed & Mattress		
1	Replace Single Mattress	£110
2	Replace Single Bed Frame	£129



3	Replace mattress protector	£ 30
Desk Area		
1	Replace Desk	£205
2	Replace Desk Chair	£ 65
3	Replace Noticeboard	£ 60
Fixtures & Fittings		
1	Replace Wardrobe	£275
2	Replace Wardrobe Rail	£ 10
3	Replace Wall Shelf	£ 50
4	Replace 3 Drawer Desk	£205
5	Replace Internal Wardrobe Mirror	£ 80
6	Replace Bedside Table	£120
7	Replace Waste Bin	£ 10
Infrastructure		
1	Replace Electric Heater	£ 50
2	Replace Radiator	£ 100

(B) KITCHEN /COMMON AREAS

Furniture

We will always endeavour to repair or reupholster any damaged chairs or sofas before we replace them. The price you will be charged is dependent on the specification and size of each sofa. Some typical prices outlined below;

Furniture		
1	Replace Soft Seating Chair	From £ 150
2	Replace Seat/Stool	From £ 80
3	Replace Bar Stool	From £ 60
4	Replace 2-Seater Sofa	From £ 350
5	Replace Dining Chair	From £ 45
6	Replace Dining Table	From £ 200
7	Replace Kitchen Bin	From £ 40
Food Preparation Area		
1	Replace Worktop/Breakfast Bar (per m)	From £ 40
2	Replace Cupboard/Shelf	From £ 50
3	Replace Sink Taps	From £ 55
4	Replace Sink	£ 75
Kitchen Appliances		
1	Replace Microwave	£ 85
2	Replace Oven Glass Door	£ 45
3	Replace Hob	£ 150
4	Replace Kettle	£ 15
5	Replace Iron	£ 15
6	Replace Ironing Board	£ 20
7	Replace Fridge/Freezer Drawer	£ 20
8	Replace Fridge/Freezer	From £ 250



8	Replace Under Counter Fridge/Freezer	From £ 120
For accommodation with full kitchens only		
2	Replace Oven Glass Door	£ 45
4	Replace Hob	£ 150
Cleaning		
1	Replace Vacuum Cleaner	£ 95
2	Replace Dustpan and Brush	£ 6
3	Replace Mop and Bucket	£ 10
En-suite/Bathroom		
1	Replace Bathroom Mirror	From £ 30
2	Replace Toilet Roll Holder	£10
3	Replace Shower Curtain	£ 5
4	Replace Toilet Seat	From £30
5	Replace Shower Head	£ 20
6	Unblock Bathroom Drainage	From £20

(C) Environmental Issues and Rubbish Removal

You are responsible for keeping your room in well-maintained state throughout your stay (including your en-suite bathroom) and removing all rubbish. If any issues arise to cause a safety, environmental or health risk, then we may appoint additional contractors to resolve these issues. If we pay for this we will pass these charges on to you at a typical rate of £15 per hour.

It is your responsibility to keep all shared areas, including shared kitchens, shared bathrooms, corridors, common rooms, tidy and well maintained. You should remove rubbish from your bedrooms on a daily basis. If areas are left unattended and in a poor state which causes a safety, environmental or health risk, we may need to appoint additional contractors to resolve. If we pay for this then we will pass these charges on to you or they will be shared between the occupants with access to the shared areas.

Sample Cleaning Charges		
1	Disposal of left behind belongings	From £15
2	Removal of large amounts of rubbish	From £15
3	Carpet/Vinyl deep Clean	From £30
4	Ensuite or Bathroom Deep Clean	From £30
5	Corridor Deep Clean	From £80
6	Bedroom Deep Clean	From £100