

Terms and Conditions of Residence**ACADEMIC YEAR 2012/13**

Please read these terms and conditions before accepting this Agreement by either confirming your Acceptance on-line or by signing and returning the Residential Agreement Details

THIS IS A LEGALLY BINDING CONTRACT

In Accepting this Agreement you agree to abide **fully** by these terms and conditions, which may **include paying for the full contractual period.**

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement, before Accepting this Agreement please contact:

Accommodation Services Manager
Accommodation Office
Mezzanine Floor
Charles Wilson Building
University of Leicester
University Road
Leicester

LE1 7RH
Tel: +44(0)116 252 2428
Fax: +44(0)116 252 5134

Email: Accommodation@le.ac.uk

If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.



The University of Leicester is committed to the UUK Code of practice for accommodation providers, for more information visit <http://www.uukcode.info/>

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WELCOME TO THE UNIVERSITY OF LEICESTER

We want you to enjoy living in your Accommodation during your time at the University of Leicester.

We believe it is important that we make it clear from the start of this Agreement what you can expect of us and in turn what we will expect from you during the Agreement.

The terms of this Agreement comprise:

1. these Terms and Conditions of Residence;
2. the Residential Agreement Details; and
3. the Regulations

Together, these documents set out your rights and responsibilities and our rights and responsibilities to you and you should read all of these before Accepting the Agreement.

These Terms and Conditions of Residence and the Residential Agreement Details contain certain words which have particular legal meanings. These words begin with capital letters so that you can immediately see them. There is a glossary at the end of these Terms and Conditions of Residence which explain the legal meaning of these words.

You must pay your Accommodation Fee on time and we expect you to look after your Accommodation. We want you to live in a peaceful neighbourhood free from anti-social behaviour and so we expect you to treat your neighbours in the way you would like to be treated. The students living in the same residence as you have the same rights and responsibilities as you. We are committed to managing the Accommodation in accordance with the best practice guidelines set out in the Code of Practice which can be reviewed at <http://www.universitiesuk.ac.uk>. These are reasonable expectations. If we fail to meet our responsibilities under this Agreement we expect you to tell us and give us the opportunity to put things right. If you fail to meet your responsibilities under the Agreement we will tell you and, unless the failure is serious or is persistent, we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

We feel that this firm approach is only right to ensure that all our students can live happily in their Accommodation.

1. ABOUT THIS AGREEMENT

1.1. Accepting the Agreement

- 1.1.1. By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use any communal areas and any of the residence grounds.
- 1.1.2. If you move into the Accommodation without having Accepted the Agreement you will be deemed as having Accepted the Agreement by your actions.
- 1.1.3. If the Agreement has been Accepted by someone appearing to act on your behalf we shall be entitled to take it that you have given that person authority to act on your behalf and therefore to Accept and will regard that Acceptance as binding on you unless you notify us prior to the start date of this Agreement.
- 1.1.4. If you are under 18 at the time you Accept the Agreement, the Agreement will still be legally binding on you but, when you reach the age of 18, you will be entitled to cancel the Agreement in accordance with clause 5.2.3 below.
- 1.1.5. If someone other than you pays all or part of the Accommodation Fee to us directly, whether they are a Sponsor or otherwise, this will not diminish or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party.
- 1.1.6. You will be bound by the provisions of the Agreement throughout the Term

1.2. Nature of Agreement

- 1.2.1. If your Accommodation is in a shared room, then this Agreement will be a licence. This is because we are entitled, under clause 3.4 to require you to share the Accommodation with another student. This means that the Agreement does not have the legal protection set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.
- 1.2.2. In relation to all other Accommodation provided, which does not fall within clause 1.2.1, this Agreement will be a tenancy. However, because it is granted by an education institution so that you can pursue a course of study, the tenancy is not an assured or assured shorthold tenancy. This means that the tenancy does not have the legal protection set out in the Housing Act 1988, as amended.

1.3. Variations to Agreement

- 1.3.1. With the exception of any changes as a result of government legislation, these Terms and Conditions of Residence cannot be varied unless the variation has been agreed between you and us and the variation has been confirmed in writing by the Director of Residential and Commercial Services, 7th Floor Charles Wilson Building, Leicester, LE1 7RH.

1.4. Enquiries

- 1.4.1. If there is anything you do not understand or if you have any other queries relating to this Agreement please enquire at the Accommodation Office or, where you require advice on your rights under this Agreement, seek advice from the student welfare department, a citizens' advice bureau, law centre or solicitor.

1.5. Data protection

- 1.5.1. We will comply with the Data Protection Act 1998("the DPA") and associated amendments. When processing your personal data. For the purposes of the DPA the data controller is the University of Leicester, University of Road, Leicester, LE1 7RH for the attention of the Data Protection Officer. The DPA allows you to inspect certain information that we hold about you and you can ask us to correct or record any information we hold. You will be charged £10 to meet our costs of providing copies of the information as stipulated under the Act.
- 1.5.2. By Accepting this Agreement you agree that all data supplied to us can be shared with other departments within the University and to third parties if it is reasonable for us to do so as provider and/or manager of the Accommodation. It will not be transferred to any other party. Examples of third parties we may need to make disclosure to are, third party accommodation providers, associated education providers and contractors employed by us to undertake services at the Residence, your Sponsor (if you have one), the police or other public agencies.
- 1.5.3. We will not disclose sensitive personal information (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

1.6. Governing law and enforceability

- 1.6.1. This Agreement is governed by English law which, for international students, may be different from what you are used to.
- 1.6.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement are to be unaffected.

1.7. Legislation

- 1.7.1. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

1.8. VAT

- 1.8.1. At the date of this Agreement the Accommodation Fee is exempt from Value Added Tax ("VAT") but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

2. OUR RESPONSIBILITIES**2.1. Services & Facilities**

- 2.1.1. During the Period of Residence we will provide the services and facilities set out below. We will not be liable, however, for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, unless we have had notice of the failure, or interruption and have failed to remedy the failure of interruption within a reasonable time following the notice, or if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence). Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.
- 2.1.2. We will make sure that the structure and exterior of the Accommodation and the residence are kept repaired.
- 2.1.3. We will keep the residence grounds tidy and, as far as is reasonably practicable, free from waste or litter.
- 2.1.4. We will keep the footpaths in any residence grounds in repair and, as far as is reasonably practicable, free from obstruction.
- 2.1.5. We will provide adequate bathroom, toilet and shower facilities in the residence and/or the Accommodation and make sure that they are kept repaired and in working order. Depending upon the type of the Accommodation, these facilities will be either shared with other students or en-suite.
- 2.1.6. In some residences and/or Accommodation we will provide shared kitchen facilities. Where we do, the Residential Agreement Details will so specify and we will provide and maintain in

working order adequate facilities for the preparation, cooking and storage, including cold storage, of food.

- 2.1.7. We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation and the residence are kept repaired and in working order.
- 2.1.8. We will provide an adequate supply of hot water for domestic use.
- 2.1.9. We will provide reasonably adequate heat to the radiators during the Period of Residence. This will mean that the heating will not be on all the time and will be turned off during the summer period.
- 2.1.10. We will provide the Accommodation with such fixtures, fittings, bedding, furniture and equipment as detailed on the Inventory. Subject to you notifying us of any loss or repairs required, we will, within a reasonable period of time, repair or replace (where appropriate to do so) items on the Inventory (except where the loss, breakage or damage is attributable to you or your visitors). In the event of the latter you will need to inform the Site Reception directly.
- 2.1.11. We will provide refuse bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation, the residence and/or any residence grounds and arrange for disposal of refuse from the bin areas in the residence and/or any residence grounds.
- 2.1.12. We will make sure that any communal areas are kept repaired and cleaned.
- 2.1.13. We will make sure that the fire-fighting equipment in any shared areas of the Accommodation, any communal areas or any other part of the residence are kept repaired and in working order.
- 2.1.14. We have arranged for an external company to provide and maintain facilities for the washing and drying of clothes in the residence, for which there will be a separate charge levied by the external company at the point of use.
- 2.1.15. We have arranged for an external company to provide and maintain facilities for the telephone and internet point within the Accommodation, and this the third party will charge you for the cost of telephone calls. The cost of the basic internet service is included within your Accommodation Fee.

2.2. Insurance

- 2.2.1. We will insure the residence against fire and other risks which we reasonably consider necessary.
- 2.2.2. We will not insure your personal belongings and you are responsible for taking out such insurance cover yourself at your own cost.

3. YOUR RESPONSIBILITIES

3.1. Accommodation Fee

- 3.1.1. You must pay the Accommodation Fee during the Period of Residence on the dates and in accordance with Schedule 1 and with the payment terms set out in the Residential Agreement Details.
- 3.1.2. Your obligation to pay the Accommodation Fee on the dates set out in the Residential Agreement Details applies:
 - 3.1.2.1. WHETHER OR NOT you move into the Accommodation;
 - 3.1.2.2. irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Accommodation Fee); and
 - 3.1.2.3. Irrespective of individual course dates which may start later or finish earlier than the Period of Residence.
- 3.1.3. If the whole or any part of the Accommodation Fee remains unpaid in breach of the payment plan, (set out in the Residential Agreement Details) we will charge you a reasonable fee to cover our administration expenses in recovering or attempting to recover payment of any Accommodation Fee arrears. When and if an instalment plan is agreed to, this will supersede the original payment plan. We reserve the right to charge reasonable interest on arrears if unpaid within 14 days of the dates set out in the Residential Agreement Details
- 3.1.4. If you have a Sponsor, you will need to inform us of the full name and contact details and a letter agreeing to be your sponsor for payment of the rent over the Period of Residence. You will, nevertheless, continue to be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Accommodation Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

3.2. Deposits

- 3.2.1. Application Deposits (Postgraduate and International Residents Only): On application for Accommodation you will pay an application deposit in accordance with the payment terms set out in Schedule 1. Upon accepting Accommodation in either Opal Court or The Grange

this deposit will revert to a booking deposit for those sites. Residents not in Opal Court or The Grange will receive the deposit refund credited against the 3rd terms Accommodation fees.

3.2.2. Booking Deposits (Opal Court and The Grange): On acceptance of your Residential Agreement you agree to pay the Booking Deposit in accordance with the payment terms set out in the Schedule 1.

3.2.3. Damage Deposit (Opal Court and The Grange): after taking up residence the deposit will convert to a damage deposit. The balance of which will be available no later than 28 days after the end of the date of the Agreement or your departure date

3.3. Inventory

3.3.1. .You will be deemed to have agreed that the Inventory is correct if you have notified the Reception Staff of any discrepancies within 48 hours.

3.4. Sharing the Accommodation

3.4.1. For the avoidance of doubt, clauses 3.4.7 to 3.4.9 will not apply where you have specifically applied for a shared room.

3.4.2. Unless the Accommodation comprises a shared room, only you can live in the Accommodation.

3.4.3. You must not use the Accommodation for any other purpose than as study and living Accommodation.

3.4.4. You agree not to transfer your rights under this Agreement or sublet the Accommodation or allow any person other than a student who has entered into a separate Accommodation agreement with us to live in the Accommodation. Any breach of these obligations will be regarded by us as a serious breach of this Agreement and may result in this Agreement being terminated early.

3.4.5. Where your Accommodation comprises a shared room, this is a room with 1 or more occupants, if the student or all the students with whom you are sharing the Accommodation move out of the Accommodation, then we will be entitled to place another student(s) in the Accommodation and you will be required to share the Accommodation with that student(s). If you wish, you may voluntarily opt to pay a single room rate and have single occupancy of the room. If you choose to pay a single room rate, you will not be required to share the Accommodation with another student.

3.4.6. Where your Accommodation comprises a shared room, even if you had not specifically applied for a shared room, we will still be entitled to place another student in the

Accommodation and you will be required to share the Accommodation with that student, however, the provisions of clauses 3.4.5 will apply.

- 3.4.7. If, you have accepted an offer of Accommodation which comprises a shared room, but you decide that you wish to move to Accommodation which comprises a single room you can:-

3.4.7.1. Make a request to the Accommodation Office to move to a single room. The Accommodation Office will then try to fulfil that request as soon as reasonably practicable. If on being offered a single room, you do not wish to move into that single room you must then elect, within 7 days of being offered that alternative single rooms, to either stay in the Accommodation. If no such election is made you will be deemed to have accepted the single room. If you accept the alternative single room the provisions of clause 3.4.9 apply.

- 3.4.8. Where you have accepted an offer of Accommodation which comprises a shared room but we decide acting reasonably that we require you to move to a single room we will give you written notice of our decision to move you to a single room. If on being offered a single room, you do not wish to move into that single room you may then elect, within 7 days of being offered that alternative single room to remain in your allocated room. If no such election is made you will be deemed to have accepted the alternative single room. If you accept the alternative single room the provisions of clause 3.4.9. apply.

- 3.4.9. If you accept an offer of a single room under clause or clause 3.4.7. all the Terms and Conditions of this Agreement shall apply to your occupation of the new Accommodation save that the Accommodation Fee will be for the full level detailed in the Residential Agreement Details for the alternative single room. If you move to a single room pursuant to clause 3.4.7 of this agreement, we will pay any reasonable expenses, which you may incur in moving, subject to the production of a valid receipt.

3.5. Visitors and guests

- 3.5.1. You are responsible for the behaviour, in the Accommodation, the residence, and any residence grounds including the local neighbourhood surrounding the residence and any residence grounds, of any invited guest/visitor (whether the invitation is express or implied). You must ensure that they do not break the terms of this Agreement. This includes children. If they do, you may be held responsible for any malicious and non malicious damage, undue wear and tear, or disturbance caused and you and that person could face legal action. Also, it may result in this Agreement being terminated early.
- 3.5.2. You agree that we may remove or exclude your invited guests from the Accommodation or the residence where we have reasonable grounds to believe that their exclusion is necessary

for the safety and/or well-being of other persons and/or to safeguard our property, and to comply with the terms and conditions of this Agreement

- 3.5.3. You agree not to allow anyone other than one occasional adult guest to stay overnight, for no more than two consecutive nights in any 7 day period, provided this does not annoy other residents or disrupt study. We reserve the right to withdraw this privilege on 48 hours' notice if in our reasonable opinion it is necessary to do so for the safety and wellbeing of other occupants of the residence and/or to safeguard our property and to comply with the terms and conditions of this Agreement.

3.6. Moving rooms

- 3.6.1. You agree not to move to another room within the residence, or to any other Accommodation provided by us, without first obtaining the prior written approval from the Accommodation Office (acting reasonably) to this.
- 3.6.2. If you obtain the necessary consent to move, all the terms and conditions of this Agreement will apply to the new Accommodation.

3.7. Risk assessments

- 3.7.1. You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the residence.

3.8. Respect for others

- 3.8.1. You agree to have and to show respect for other persons living and/or working in the residence at all times including (but not limited to):-
- 3.8.1.1. Not doing anything which causes or is likely to cause a nuisance or annoyance to your neighbours;
 - 3.8.1.2. Not doing anything which interferes with the peace, comfort, or convenience of other students and people living in the residence and locality of the residence including (but not limited to) drunken behaviour and foul and/or abusive language;
 - 3.8.1.3. Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your neighbours. In particular, you agree not to make or allow any loud noise between 23.00 hours and 08.00 hours. This includes but is not limited to any machinery, Televisions stereos, CD players, loudspeakers, musical instruments, etc. You agree to reduce the level of noise immediately if

asked to do so by us;

- 3.8.1.4. Not harassing or threatening to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;
- 3.8.1.5. Not bringing into either the Accommodation, residence and any/or residence grounds any weapons or items of any description that are illegal or which we consider (acting reasonably) to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;
- 3.8.1.6. Not working on any motor vehicles or motor cycles in the Accommodation, the Residence or any of the residence grounds;
- 3.8.1.7. Not allowing the Accommodation to be used for any criminal, immoral or illegal purpose including, but not limited to, selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. We consider that a breach of this clause is a serious breach of this Agreement and if you, someone living with you or one of your invited guests, breaches this clause we may terminate this Agreement early;
- 3.8.1.8. Not allowing persistent use of residence facilities by non-residents (e.g. it is not intended that your guests visit daily and use residence facilities for washing and cooking);
- 3.8.1.9. Not committing any indictable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- 3.8.1.10. Behaving with respect and consideration towards your neighbours, our staff, our contractors and any invited guest or visitor. This includes not removing any articles from the Accommodation, residence and any/or residence grounds belonging to our staff or our contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others;
- 3.8.1.11. You agree not to smoke in the Accommodation or the residence or within 2 metres of any door or window;
- 3.8.1.12. You agree not to throw anything from the balconies or windows of either the Accommodation or the residence;
- 3.8.1.13. You agree not to place any item on the balconies or external window ledges of either the Accommodation or the residence, for example milk cartons, plant pots, bicycles;

3.8.1.14. You agree to comply with the car, motorcycle and bicycle parking rules issued by us (as may be varied by us acting reasonably from time to time) and which can be reviewed at <http://www.leicester.ac.uk/Accommodation>

3.9. Repairs, maintenance and alterations

- 3.9.1. You agree to keep the inside of the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation;
- 3.9.2. You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area at the residence;
- 3.9.3. You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory;
- 3.9.4. You agree that you will not leave any personal belongings or other obstacle in any communal areas or the residence grounds and you will not make dirty or untidy the Communal Areas or the Residence Grounds. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.
- 3.9.5. You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation and/or residence. This includes not putting up posters and not making any holes in the furniture or fabric, including walls, to accommodate the wiring of your electrical appliances or for any other purpose. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, any communal areas, and any other part of the residence or the residence grounds. If we have to do any work arising from a breach by you of this clause, we will charge you with the reasonable cost of that work and this cost will be payable by you on demand;
- 3.9.6. You agree not to fit or install any satellite dish, television or radio aerial;
- 3.9.7. You agree not to bring any soft furnishings (save for bedding where this is not included on the Inventory) or other furniture (including but not limited to inflatable furniture) into the Accommodation and/or the residence except where the Accommodation Office has given prior written consent. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation;
- 3.9.8. You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Site Reception.

3.10. Safety and security

- 3.10.1. It is your responsibility to help ensure that the Accommodation and the residence is safe and secure to live in. Please use the link provided to familiarise yourself fully with your safety guidance:(as may be varied by us acting reasonably from time to time):
<http://www.le.ac.uk/safety/documents/pdfs/studentsafety.pdf>

3.11. Access

- 3.11.1. You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 4.3 below.

3.12. Payment for loss or damage

- 3.12.1. Where any damage is caused to any shared areas in the Accommodation or any communal areas and the perpetrators cannot be identified (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair and reasonable proportion of the cost of making good any loss or damage caused.
- 3.12.2. Typical charges for damage and additional cleaning can be found at <http://www.leicester.ac.uk/accommodation>, the exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases.
- 3.12.3. You must pay for the cost of issuing replacement lost/stolen keys/cards. The charge for the first set of keys lost/stolen is £30 per key/card. This is a nominal amount only and you should be aware that this does not cover the full cost (including administrative expenses) to us of issuing a replacement set of keys/card. This charge will have to be paid for by cash, cheque or credit card at the time the new set of keys/card is issued. If a subsequent set of keys/card is lost/stolen the full cost of a replacement lock and keys necessary to ensure security for all may be charged

3.13. Council Tax

3.13.1. If for any reason you cause us to become liable for Council Tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

3.14. When you leave

3.14.1. At the end of the Agreement you agree:

- 3.14.1.1. to vacate the Accommodation by 10 a.m. on either the last day of the Period of Residence or the last day of the Agreement, if ended earlier;
- 3.14.1.2. to return all keys, key fobs or key cards to Site Reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you with the full cost of this;
- 3.14.1.3. to leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation, and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of your belongings. If you do not comply with your obligations under this clause and as a result we have to clean or clear the Accommodation, we will charge you with the cost of this;
- 3.14.1.4. that if you do not leave the Accommodation by the time required in clause 3.14.1.1 and we have to take action (which may include legal action) against you to require you to move out of the Accommodation you will pay all reasonable proper costs (including reasonable legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave.

4. OUR RIGHTS

4.1. Alterations and building works

- 4.1.1. We have the right to carry out any alterations or building works at the Accommodation, the residence and/or on our adjoining or neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in the case of emergency).

4.2. Guarantees of Accommodation

- 4.2.1. Any guarantee given by us to allocate Accommodation to you shall cease to have effect if this Agreement is terminated or suspended for any reason in accordance with this Agreement.

4.3. Access & inspection

- 4.3.1. We have the right to enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose at reasonable hours of the day. If we wish to exercise this right we will, whenever reasonably practical, give you at least 48 hours written notice (which may be by e-mail) before entering the Accommodation. In that notice we will state the date and purpose of the visit. Advance notice will not be given in the case of an emergency when entry may be at any time.
- 4.3.2. If you report to us the need for a repair in the Accommodation, we have the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours of the day without having given you advance notice of our visit.
- 4.3.3. If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 4.3.1) or which arises as a result of you having reported a repair to us (in accordance with clause 4.3.2), you agree that we may enter the Accommodation, using our duplicate key.
- 4.3.4. In an emergency, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the Accommodation and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, we will charge you with the reasonable cost of having to force entry and repairing any associated damage;
- 4.3.5. If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 4.3.3 (because you have given us

specific instructions to the contrary and you are not in when we visit), we will charge you with the cost of this. If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

- 4.3.6. Where, on any inspection of the Accommodation, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation yourself. If the Accommodation is not returned to a satisfactory condition by the time specified in the warning (and we will undertake a follow-up inspection to ascertain this), we may arrange for any necessary work to be undertaken and may charge you for the cost of us undertaking the cleaning ourselves. You will be notified of the incurred charge

4.4. Removal of items from Accommodation

- 4.4.1. We may remove from the Accommodation any items which we find in the Accommodation or residence (either used or unused) that we consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will leave a note in the Accommodation confirming that the item has been removed and who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation.

4.5. Liability for loss or damage

- 4.5.1. Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

4.6. Right to relocate

- 4.6.1. We reserve the right to move you to similar alternative Accommodation for reasonable management reasons including (but not limited to):
- 4.6.1.1. where we consider that we cannot reasonably carry out works to the Accommodation, the residence or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;
 - 4.6.1.2. where the Accommodation and/or the residence is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction);

- 4.6.1.3. where your Period of Residence includes the Christmas and/or Easter and/or Summer vacations and the Residence is not fully occupied over the vacation and we decide (acting reasonably) to move you to other University Accommodation so that all students residing in the University over the vacation are together in the same part of the University; or
- 4.6.1.4. where the terms of your Agreement, due to the nature of your course of study (for example, nursing) or otherwise, are inconsistent with the terms of the standard Agreement (for example the Agreement incorporates a late start, early finish or short Period of Residence).
- 4.6.2. We reserve the right to require you to move to similar alternative Accommodation where we reasonably consider you to be in breach of the University General Regulations <http://www.le.ac.uk/academic/Regs/index.html>
- 4.6.3. If we request you to relocate:
 - 4.6.3.1. we will give you written notice of this and give you details of the similar alternative Accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar alternative Accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as twenty four hours;
 - 4.6.3.2. if the Accommodation Fee for the similar alternative Accommodation is more than the Accommodation Fee that you are paying for the Accommodation, we will not charge you the higher Accommodation Fee and will continue to charge you the Accommodation Fee;
 - 4.6.3.3. if the Accommodation fee for the similar alternative Accommodation is less than the Accommodation Fee that you are paying for the Accommodation, we will charge you the lower Accommodation Fee as from the date on which you move into the similar alternative Accommodation;
 - 4.6.3.4. if the similar alternative Accommodation is not satisfactory to you (acting reasonably), you have the right to terminate or to appeal this Agreement. If you wish to exercise either of these rights you must give the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause 4.6.3.1. The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Accommodation Fee you have paid in

respect of the period after the termination date;

- 4.6.4. If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the cost of the legal action be paid by you.

4.7. Right to temporarily suspend your right to occupy

- 4.7.1. If you have committed a serious breach of your obligations under this Agreement, or we reasonably suspect that you have, we may suspend you from the Accommodation during appropriate investigations of the breach or the suspected breach. We will only suspend you if we consider (acting reasonably) that you're continued presence at the Accommodation will constitute a threat to life, limb or well-being of any person and/or criminal damage to property. Any decision to suspend you will be made in accordance with the procedure set out in the Regulations and be subject to your right to appeal that suspension as detailed in the Regulations.
- 4.7.2. During this suspension, we are under no obligation to provide you with any Accommodation and you are under no obligation to pay the Accommodation Fee.

4.8. Procedure for dealing with your Breach of Contract

- 4.8.1. On any member of staff of the University identifying or becoming aware of any breach or suspected breach by you of the terms of this Agreement, that member of staff will decide (subject to clause 4.8.2) whether to:
- 4.8.1.1. take no action; or
 - 4.8.1.2. discuss this with you informally; and/or
 - 4.8.1.3. refer the matter to the Accommodation Office
 - 4.8.1.4. refer the matter to the Director of Residential and Commercial Services
- 4.8.2. The matter will be referred to the Accommodation Office in circumstances where:
- 4.8.2.1. it is clear that you, anyone living with you, or your invited guests have breached the Agreement; and
 - 4.8.2.2. that the breach has resulted in damage being caused to the Accommodation, the residence or any residence grounds
- 4.8.3. If the matter is referred to the Accommodation Office under clause 4.8.2:
- 4.8.3.1. You will be issued with a demand for the reasonable cost of repairing the damage caused by your breach in accordance with clause 3.12. You will need to pay the invoice within 14 days and if you fail to do so this will constitute a disciplinary offence under the Regulations and the matter will be referred to the Director of

Residential and Commercial Services to be dealt with in accordance with clause 4.8.4 and the Regulations. If you are unhappy with the amount of the invoice issued to you by the Site Reception, you can complain about the level of the invoice in accordance with the procedure set out in clause 7.1; and

4.8.3.2. Where the matter is sufficiently serious it shall be referred to the Director of Residential and Commercial Services

4.8.4. If the breach or suspected breach is referred to the Director of Residential and Commercial Services the Director of Residential and Commercial Services will deal with the breach or suspected breach in accordance with the Regulations. If the Director of Residential and Commercial Services decides that you have committed the breach, this could result in the University's disciplinary officer:

4.8.4.1. imposing a fine of up to £150; and/or

4.8.4.2. requiring you to pay the reasonable costs incurred by us arising from the breach over and above any payable by you under clause 4.8.3; and/or

4.8.4.3. Referring the matter to the Vice Chancellor to be dealt with under the University General Regulations. This may result in a decision being made that we will terminate this Agreement;

4.8.5 if you are unhappy with the decision made by the Director of Residential and Commercial Services you can complain about the decision in accordance with the procedure set out in <http://www.le.ac.uk/academic/registry/AppealsComplaints/Complaints.pdf>

4.8.6 The above procedure will not apply in relation to a breach of the Agreement arising from your failure to pay the Accommodation Fee in accordance with the payment terms your serious or persistent breach of the Agreement or you becoming bankrupt. In such circumstances:

4.8.6.1 we will be entitled to terminate the Agreement in accordance with clause 6.2.1.1;

4.8.6.2 if you are unhappy with the decision you can complain about the decision in accordance with the procedure set out in clause 7.1.

As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Accommodation Fee when it is due you should immediately contact the Payments Office

5 YOUR RIGHT TO END THIS AGREEMENT EARLY

5.1 Right to cancel

- 5.1.1 Under the Distance Selling Regulations (Consumer Protection (Distance Selling) Regulations 2000), if you Accept this Agreement, you may cancel the Agreement by giving us written notice of your intention to do so within 7 days from the date of acceptance. If you do not cancel this Agreement in accordance with this clause you lose the right to change your mind and the Agreement is valid and you must comply with it.
- 5.1.2 The Distance Selling Regulations do not apply if you Accept this Agreement by signing the Agreement Summary in person at the Accommodation Office. In those circumstances you will not have a right to cancel the Agreement under the Distance Selling Regulations.
- 5.1.3 If you cancel this Agreement under clause 5.1 we will refund any Booking Deposit and/or Accommodation Fee that you have paid, subject to withdrawal charges listed in Schedule 1

5.2 Right to terminate

- 5.2.1 You may terminate this Agreement before the end of the Period of Residence provided you:-
- 5.2.1.1 have paid, in full on or before the end of the Period of Residence (End Date), all of the Accommodation Fee due under this Agreement up to and including the End Date;
- 5.2.2 You may terminate this Agreement if you withdraw from your programme of study and you satisfy the following conditions:
- 5.2.2.1 you give to the Accommodation Office at least four (4) weeks' written notice of your intention to terminate this Agreement and, in the notice, you specify the date on which you wish to end your tenancy or licence ; and
- 5.2.2.2 You have paid, in full on or before the End Date all of the Accommodation Fee due under this Agreement up to and including the End Date.
- 5.2.3 You may also terminate this Agreement if you are under 18 when you Accept this Agreement and you satisfy the following conditions:
- 5.2.3.1 within two weeks after your 18th birthday you give to the Accommodation Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the date on which you wish to end your tenancy or licence ;
- 5.2.3.2 you have paid, in full on or before the end date of this Agreement all of the Accommodation Fee due under this Agreement up to and including the date on which you wish to end your tenancy or licence .

- 5.2.4 If you terminate this Agreement under clauses 5.2.2, or 5.2.3 and you move out of the Accommodation by the date specified in your notice, we will refund any Accommodation Fee that you have paid in respect of the period after the date specified in your notice End Date, and any deposit subject to withdrawal charges listed in Schedule 1.

6 OUR RIGHT TO END THIS AGREEMENT EARLY

6.1 Right to Cancel

- 6.1.1 If you fail to pay all sums due to us in connection with any previous occupation by you of Accommodation provided by us (whether or not owned by us or a third party) before you vacate that Accommodation, we may cancel this Agreement at any time prior to the start of the Period of Residence (but before payment by you of all such sums owed) by giving you 7 days written notice.
- 6.1.2 If we cancel this Agreement under clause 6.1 we will refund any Booking Deposit and/or Accommodation Fee that you have paid.

6.2 Termination for breach

- 6.2.1 We may terminate this Agreement in any of the following circumstances:-
- 6.2.1.1 If you have failed to pay the Accommodation Fee; or
 - 6.2.1.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and we have decided to terminate the Agreement; or
 - 6.2.1.3 if you are made bankrupt.

6.3 Termination for other reasons

- 6.3.1 We may also terminate this Agreement by giving you notice in any of the following circumstances:-
- 6.3.1.1 if we are unable to find you similar alternative Accommodation (despite our reasonable efforts) and, through no fault of your own, either:
 - 6.3.1.1.1 your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation; or
 - 6.3.1.1.2 we are unable to provide the Accommodation as a result of events beyond our control;
 - 6.3.1.2 if you are no longer pursuing a course of study at the University;
 - 6.3.1.3 where we reasonably consider, because of your behaviour or for any other reason that it is necessary to move you from the Accommodation to protect your

well-being or the well-being of others or to prevent damage to the Accommodation;

6.3.1.4 if any information supplied by you, or on your behalf, in connection with your application to the University or for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation;

6.3.1.5. If for any reason you or (in the case of any shared Accommodation) any other occupier of the Accommodation causes us to become liable for Council Tax (because you or any other occupier are in full time employment or claim social security benefits) for the residence.

6.4. Notice and effect of termination

6.4.1. Under the circumstances set out in clauses 6.2 and 6.3 we will give you reasonable notice (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than four weeks but may be as little as twenty four hours. The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.

6.4.2. If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will only be able to force you to move out if we obtain a court order. As set out at clause 3.14.1.4, you will be obliged to pay our proper costs (including legal costs) that we incur in taking such action and we will ask the court to make an order requiring you to pay these costs.

6.4.3. If the Agreement is terminated in the circumstances set out in clause 6.3.1.1 and you have moved out of the Accommodation by the termination date:

6.4.3.1. you will still be obliged to pay, to the extent you have not already paid, that part of the Accommodation Fee corresponding to the period up to and including the termination date; but

6.4.3.2. we will refund any Accommodation Fee you have paid in advance, in respect of the period after the termination date.

6.4.4. If we terminate the Agreement in the circumstances set out in clauses 6.2, 6.3.1.2, 6.3.1.3, 6.3.1.4 or 6.3.1.5

6.4.4.1. you will still be obliged to pay, to the extent you have not already paid, that part

of the Accommodation Fee that was due to be paid before the Agreement was terminated, even if that sum covers a period which extends beyond the termination date (where you are paying by instalments this would include all instalments where the date on which the instalment was due to be paid was before the date the Agreement was terminated;) but

- 6.4.4.2. If we are able to re-let the Accommodation, we will refund any part of your Accommodation Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

7. COMPLAINTS AND APPEALS

7.1. Complaints

- 7.1.1. If you are unhappy with a decision that we have made or feel we have either not kept to the terms of this Agreement or that we have breached the Regulations you should, in the first instance, discuss these with the Accommodation Office. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure which can be reviewed at <http://www.leicester.ac.uk/accommodation>.
- 7.1.2. For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.

8. Notices

8.1. Service of Notice

- 8.1.1. All routine letters, Notices and daily communications shall be sent to you by e-mail and any such documents sent by email shall be deemed to have been properly served upon the day upon which they are sent. Notices under this Agreement will also or alternatively be properly served if they are given to you in person or if they are delivered by hand, first class post, or recorded or special delivery post. Any Notices that are delivered by post will be deemed to have been properly served if they are addressed to:
- 8.1.1.1. the Accommodation and/or;
 - 8.1.1.2. the address you provide to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clause 8.1.3.
- 8.1.2. A notice sent by the following means is to be treated as having been received
- 8.1.2.1. if delivered by hand, on the day of delivery; or
 - 8.1.2.2. if sent by special or recorded delivery, on the first working day after posting or;
 - 8.1.2.3. if sent by first class post, on the second working day after posting.
- 8.1.3. You agree to notify Student Records Registry of any change to the address you provide to us when applying to us for the Accommodation.
- 8.1.4. You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).
- 8.1.5. Any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to the Accommodation Office.

8.2. Mailing Lists

- 8.2.1. Your University email address will be added to a mailing list for use by the Accommodation Service to send important notices about your Accommodation. You will not be able to unsubscribe from this list.
- 8.2.2. Your University email address will be added to a mailing list for use by the Accommodation Service to send (but not limited to) service updates, campus marketing and social events. You may choose to opt out of this service at any point by un-subscribing from the service, this un-subscription will remain active for the duration of the current session.

GLOSSARY OF TERMS

Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:

“Accept”	Means to formally accept the offer of the Accommodation on-line by ticking Acceptance of the terms and conditions of residence or by signing a paper copy of the Agreement Summary or by moving into the Accommodation and “Accepted” and “Accepting” and “Acceptance” are to be interpreted accordingly.
“Accommodation Fee”	Means the charges for your occupation of the Accommodation as stated in the Residential Agreement Details
“Accommodation Office”	Means the main Accommodation office at: The Accommodation Office Mezzanine Floor Charles Wilson Building University of Leicester University Road Leicester LE1 7RH
“Accommodation”	Means the room which includes in the case of a shared flat, all shared areas in that flat, or any other alternative Accommodation where we have relocated you under this Agreement
“Booking deposit”	Means the sum payable on Acceptance of the Agreement as stated in the Residential Agreement Details
“Residential Agreement Details”	Means the online page or the paper copy which contain the specific details of the Accommodation being offered to you, the Period of Residence and the Accommodation Fee
“Agreement”	The contract between us and you relating to the Accommodation and comprising: 1. the Residential Agreement Details 2. these Terms and Conditions of Residence; and 3. the Regulations In the event of any contradiction between the Terms and Conditions of Residence and the Regulations, the Regulations will take precedence.

“Payments Office”	The Residential and Commercial Services Payment Office, Ground Floor, Charles Wilson Building University of Leicester, Leicester LE1 7RH
“Period of Residence”	Means the period during which, subject to the terms of the Agreement you are entitled to occupy the Accommodation as detailed in the Residential Agreement Details.
“Regulations”	Means the University regulations as amended by us (acting reasonably) from time to time and which can be viewed at http://www.le.ac.uk/academic/Regs/
“Code of Practice”	Means the Universities UK/SCOP code of practice for the management of student housing a copy of which can be found at www.universitiesuk.ac.uk
“Site Reception”	Means the Reception in Halls/Houses. Contact details are available from the University website and from the University.
“Sponsor”	Means a person, firm, organisation, etc., that financially supports a student
“the term”	Means the period from the start of the Period of Residence until the end of this Agreement, however it comes to an end.
“Inventory”	Means a list of fixtures, fittings, bedding, furniture and equipment in your Accommodation.

SCHEDULE ONE

Terms and conditions concerning payment of Accommodation Fee

Your Accommodation Fee must be paid either

in full, (i.e. in one instalment), by the due date as stated on the Residential Agreement Details; or

in 3 termly instalments in accordance with the payment schedule in your Residential Agreement Details

You can pay online or by cash, cheque, with cheque guarantee card, debit card, credit card our preferred method of payment however is online via online payments epay.le.ac.uk

If you have elected to pay by cash you must pay in person at the Payments Office.

If you have elected to pay by cheque this can be paid to the Payments Office, or if before the Payment Deadline at Site Reception.

If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen at epay.le.ac.uk to make the payment at any time. Please note that we do not accept American Express cards.

Each instalment is due on the instalment date set out in the Residential Agreement Details

Sponsors

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Accommodation Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

Terms and conditions concerning payment of Application Deposit

Your Application Deposit must be paid at the time of applying for Accommodation by credit card or debit card online. If you have difficulty paying online, you must telephone the Accommodation Office.

If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen when you apply for accommodation on-line. Please note that we do not accept American Express cards.

Terms and conditions concerning payment of Booking Deposit

Your Booking Deposit must be paid at the time of Accepting the Agreement by credit card or debit card online. If you have difficulty paying online, you must telephone the Accommodation Office.

If you have elected to pay by Credit or Debit card you must enter the details on the secure payment screen when you Accept this Agreement on-line. [If you Accept this Agreement by signing a paper copy of the Residential Agreement Details you may enter the site to make the payment at any time up to 7 days from the offer being sent to you]. Please note that we do not accept American Express cards.

If you have difficulty paying by credit or debit card, you must telephone the Accommodation Office.

Terms and conditions concerning Withdrawal, Decline Charges and Deposits

Students who apply for Accommodation and either withdraw their application or decline the Accommodation offered will pay an administration fee of £50 (£75 after 30 June).

Students who accept the Accommodation and withdraw their acceptance before 30 June will pay a sum of £75. Students who withdraw between 1 July and 31 August will pay a sum of £100.

Students who withdraw between 1 September and the Saturday before the start of the Autumn Term will pay the sum of £150.

Students who begin their residence in January will be subject to the following withdrawal charges:

Students who apply for Accommodation and either withdraw their application or decline the Accommodation offered will pay an administration fee of £50 (£75 after 5 January).

Students who accept an offer of accommodation and fail to take up residency will forfeit the whole of their deposit as a cancellation/administration charge.

Students who are not required to pay a deposit but fail to take up their accepted offer of accommodation will be subject to a charge of £250 .

For those students who do not reply to an offer of accommodation a charge of £75 will apply