

## ACCOMMODATION AGREEMENT

THIS LICENCE creates legally binding obligations between the University and the Student and is governed by English law. This Licence comes into effect upon receipt of the keys. This licence ends on the last day of the Period of Residence unless it is terminated earlier in accordance with section 4.

This Licence contains all the terms agreed by the University and the student at the time it comes into effect. It does not affect the University's disciplinary powers and it is not intended to confer any benefit to anyone who is not party to it.

This is a Student Licence under para 8 of Schedule 1 of the Housing Act 1988.

### Definitions

Accommodation:	[Insert Room/Flat No]
Residence:	[Insert Residence Name and Address]
Common Parts:	Any shared kitchen, bathroom, common or other room/area allocated to the Accommodation and those parts of the University's property, which are necessary for the purpose of gaining access to the Accommodation.
Contents:	The University's fixtures, fittings and equipment in the Residence.
Payment:	Your first terms accommodation fees are due before the room booking expiry date. All further payments are due by the first day of each term.
Periods of Residence and charge:	(TO BE INSERTED BY OCCAM)
Rights:	To occupy the accommodation To use the Contents To use the Common Parts Use of the Services
Services:	Repair of the Residence Lighting and heating of the Residence in accordance with the University's environmental policy. Supply of hot and cold running water to the Residence Electricity and gas supply to the Residence Cleaning of the Common Parts
Student:	Insert student's Details]
University:	The University of Buckingham, Yeomanry House, Hunter Street, Buckingham, England. MK18 1EG <a href="mailto:accommodation@buckingham.ac.uk">accommodation@buckingham.ac.uk</a>

## SECTION 1: Student Obligations

- 1.1 You must pay a £700 accommodation security bond and your first terms rent, prior to moving into the accommodation.
- 1.2 You must be a current registered student in order to occupy campus accommodation.
- 1.3 The accommodation provided is to be used as a place of study. It is not to be used for business purposes or anything other than its intended use.
- 1.4 You must pay your accommodation fees on time as detailed on your Licence. Non-payment of accommodation fees will result in a £100 late payment fee and possible early termination of your accommodation Licence.
- 1.5 You must not sub-let your room or transfer your occupancy to any other person.
- 1.6 Failure to adhere to these terms and conditions could be seen as a serious breach of this Licence and of the University's regulations that are binding to all students from the point of registration and could result in disciplinary action or early termination of this Licence.
- 1.7 You must complete your room inventory and return it to the Accommodation Office within 7 days of checking into your room. When you move out you will incur the costs of any damage not stated on your inventory, or already known to the University and for any missing items. A list of damage charges can be obtained from the Accommodation Office.
- 1.8 You must inform the Accommodation Office as soon as possible if you lose your keys. The Accommodation Office will issue you with a new set (this is chargeable).
- 1.9 You must not have copies of keys made.
- 1.10 You must comply with all the University's policies and regulations found at <https://www.buckingham.ac.uk/about/handbooks/regulations-handbook/>

### Access.

- 1.11 You must allow university staff access to your room for the purposes of viewing, inspections, cleaning and repairs.
- 1.12 Do not let anyone into the accommodation unless they are a resident, a member of staff or a University contractor. All staff and contractors will wear identity badges.

### Early termination of contract

- 1.13 The Student must apply in writing to the Accommodation Manager if they wish to be released from their accommodation Licence. The University will only release students from their accommodation Licence if there are, what is considered by the University, exceptional circumstances. After applying in writing, the Student will be asked to attend a meeting with the Accommodation Manager to discuss their reasons for requesting to move out. A decision will, in most instances, be given at the end of the meeting. If the request is declined, the student has the right to appeal to the Head of Estates.
- 1.14 Until permission is given, the Student should refrain from entering into other legally binding accommodation contracts.
- 1.15 If the Student returns their keys to the Accommodation Office and has a valid Licence, the University will continue to hold the Student financially liable until such a time as the Student obtains permission to be released from their Licence, or until the Licence ends.

### Leaving

- 1.16 Keys are due back by 12pm on the following Monday, following the Licence end date. Late charges of £100.00 per day will apply.
- 1.17 When you move out you must return your keys to the Accommodation Office. If the Accommodation Office is closed, put them through our letterbox. Failure to return your keys to the Accommodation Office will result in a £100 charge.
- 1.18 When you move out you must leave your room clean, tidy and dispose of any rubbish.
- 1.19 Any belongings left behind in rooms will be deemed to be abandoned and will be disposed of without further notification.
- 1.20 If you have cause to complain please do so, in writing, to the Accommodation Department at [accomodation@buckingham.ac.uk](mailto:accomodation@buckingham.ac.uk). If the matter is not dealt with to a satisfactory conclusion at the informal stage, you may then lodge a formal complaint through the [Students Complaints Policy and Procedure](#).

## **SECTION 2: University Obligations**

### Identity

- 2.1 All University staff, contractors and visitors, who enter the residences, will be clearly identified and will allow you to inspect their badges if requested.

### Services and equipment

- 2.2 The University will provide the services as stated on page 1 of the Licence, in accordance with its environmental policy. All heating in university accommodation is switched off during the months of May – September.
- 2.3 The University will endeavour to ensure kitchen facilities and equipment is kept in proper working order.
- 2.4 The University will provide instructions on how to use the kitchen equipment and other items as necessary.
- 2.5 The University may temporarily suspend the use of the Common Parts if the students do not keep them in a clean and tidy condition. However, the University will not withdraw essential services such as electricity and water.
- 2.6 The University will ensure that facilities and furniture in the study bedrooms are in proper working order.

### Access

- 2.7 The University will endeavour to give the Student reasonable notice (at least 24 hours), if access to the room is required for the purpose of viewings, inspections, cleaning and repairs.
- 2.8 The University will give the Student 7 days' notice for any planned maintenance work that involves access to the room.
- 2.9 The University will, under exceptional circumstances, enter and search Student rooms without prior notification, in the interest of wellbeing and safety of both student and staff members.
- 2.10 The University will not give any notice if there is an emergency, or, if the Student has reported a fault.
- 2.11 The University will endeavour to respect the student's privacy whilst in the accommodation and to keep disruptions to a minimum.

### Refurbishment

- 2.12 The University reserves the right to ask the Student to empty and vacate their room during a vacation period for essential maintenance work or refurbishment work.
- 2.13 The University reserves the right, in exceptional circumstances, to relocate the Student to comparable alternative University accommodation.

### Portable Appliance Test (PAT)

- 2.14 The University will test all University owned electrical items annually and any electrical items belonging to the Student, if they are made available to the University at the required time.

### Confiscations

- 2.15 The University reserves the right to confiscate from the student's room, items which are on the prohibited items list.
- 2.16 The University will give the Student a receipt for items that are removed from rooms. Exceptions being those items considered dangerous; these are immediately disposed of.

### Loss/damage

- 2.17 The University's liability for loss or damage, to person or property, is excluded unless the loss or damage is caused by the University's negligence, or breach of its obligations in this Licence, or through the action of its employees or agents.

### Insurance

- 2.18 The University will provide the Student with personal belongings cover. The Student is responsible for deciding whether this adequately covers the value of their belongings. The student may need to 'top up' their cover.

### Charges

- 2.19 The University will endeavour to find out who is responsible for any damage caused to the Common Parts. If the University is unable to ascertain who is responsible for the damage to the Common Parts, the University will evenly distribute the cost of the damage between the residents of the building.
- 2.20 The University will use the £700 accommodation security bond to settle any outstanding accommodation fees, or damage charges, when the student's Licence has ended.
- 2.21 The University will charge the student for any missing items, or damage to items not recorded on the inventory, once the Student has moved out of the room. (A list of damage charges can be obtained from the Accommodation Office).
- 2.22 The University will apply a cleaning charge if the room is not left clean and tidy and free of rubbish when the Student moves out.
- 2.23 The University will charge the Student for a replacement set of keys and a lock change if the Student does not return their keys to the Accommodation Office when they move out.

### Amendments

- 2.24 The University reserves the right to amend these terms and conditions. The Student will be notified of any changes at that time.

## **SECTION 3: Non Arrivals**

- 3.1 The University will release all confirmed room bookings at the end of week 2 of term unless the Accommodation Office has been given a specific arrival date.

### **SECTION 4: Termination of the Licence**

- 4.1 The University may terminate this Licence by serving notice on the Student, if the Student no longer has current registered student, or associate student, status.
- 4.2 The University may terminate this Licence by serving notice on the Student if the Student has not paid their accommodation fees.
- 4.3 The University may terminate this Licence by serving notice on the Student if the Student is placed 'On Stop' under regulation 8.2 of the Student Contract
- 4.4 The University may terminate this Licence by serving notice on the Student if the Student is in serious breach of the student obligations.
- 4.5 The University may terminate this Licence by serving notice on the Student, if the behaviour of the Student constitutes a serious risk to him/herself, or to others.
- 4.6 If the University terminates this Licence, the student will be charged up until the termination date, or, the date the keys are returned to the Accommodation Office, whichever is latest.
- 4.7 If the University, due to exceptional circumstances, is required to relocate the Student, the Student has the right to terminate their Licence as an alternative to relocating.

## SCHEDULE 1 House Rules

### Behaviour

- 1.1. Breaches of the house rules will result in referral to the **Student Casework Team** for consideration under the non-academic misconduct policy and procedures which can be found here <https://www.buckingham.ac.uk/wp-content/uploads/2022/01/Non-Academic-Misconduct-Policy-and-Disciplinary-Procedures-2022.pdf>
- 1.2. Smoking is not permitted in the accommodation. This includes the use of e-cigarettes, vaping and shisha pipes.  
You must not use the accommodation for any illegal purposes.
- 1.3. The University has a zero tolerance towards drugs and illegal substances. You must not bring drugs, illegal substances or controlled substances into the accommodation without a prescription.
- 1.4. Weapons are not permitted in the accommodation even if they are replicas or for decorative purposes.
- 1.5. You must treat all areas of the accommodation with respect and endeavour not to cause any damage.
- 1.6. You must notify the Accommodation Office as soon as possible if you have an accident which results in injury, or damage to the accommodation.
- 1.7. You must notify the Buildings and Maintenance department using this [form](#) or go to; <https://maintenance.buckingham.ac.uk/supportdeskfm/?A=AnonNewCall&QC=QC000025> as soon as possible if the services stop working, if any item needs fixing or if any damage has occurred in the accommodation. Negligence could result in financial penalties.
- 1.8. You must not put anything harmful, or which is likely to cause a blockage, down the pipes, drains or sinks.
- 1.9. You must not instruct outside contractors to do any type of work in/on the University accommodation/buildings/premises.
- 1.10. You are expected to be courteous towards the staff, your fellow residents and any visitors and to conduct yourselves accordingly.
- 1.11. You are required to show your Student ID card to members of staff if requested to do so.
- 1.12. Your room must be kept free from trip hazards and impediments. Your room door must open fully and must not be restricted in any way.

### Neighbourly conduct

- 1.13. You must clean the Common Parts after you have used them. Leave them as you would like to find them. If you have been assigned one, use only your designated freezer drawer. You must lock your room door and close your windows every time you leave your room. You must ensure the entrance doors close properly behind you when you enter and exit the building. You are expected to return to the Accommodation Office, promptly, any mail that has been delivered to your room that does not belong to you.
- 1.14. Animals are not permitted in the accommodation unless you are disabled and have an assistance animal. If so, please notify the University in advance. You will be held fully responsible for the care and behaviour of the animal.

### Noise

- 1.15. You must not cause a nuisance, distress, disruption, offence, or persistent disturbance towards others.
- 1.16. Noise nuisance between the hours of 11:30pm and 7:30am will result in disciplinary action. Noise nuisance will be referred to the student conduct team for consideration under the non-academic misconduct policy available here <https://www.buckingham.ac.uk/wp-content/uploads/2022/01/Non-Academic-Misconduct-Policy-and-Disciplinary-Procedures-2022.pdf>. You are expected, at all times, to avoid making noise that interferes with the comfort, study or sleep of another resident, or occupiers of neighbouring property.
- 1.17. The University reserves the right to remove any audio equipment from the accommodation in the event of excessive noise.

### Guests

- 1.18. You are responsible for the conduct of any visitors/guests you invite into the residence.
- 1.19. You may have up to a maximum of 4 guests at any one time providing there are no objections from fellow residents.
- 1.20. You are permitted one overnight guest for a maximum of 2 nights per calendar month providing there are no objections from fellow residents.
- 1.21. Parties are not permitted in the accommodation.
- 1.22. You must be considerate of nearby residents and their property.

### Environment

- 1.23. To help the environment do not waste resources; always turn lights off when leaving your room and where possible, unplug electrical items and do not waste water.
- 1.24. When the heating is on it is set to a room temperature of 21 degrees.

### Health and Safety

- 1.25. For your own safety you must leave the building each and every time the alarms go off.
- 1.26. You must comply with the residence Fire Drill evacuation practices, which take place at least twice a year. Failure to comply (leaving the building within 3 minutes of the alarm sounding), is a disciplinary matter. Failure to comply with the Fire Drill evacuation practices will result in referral to the student conduct team for consideration under the non-academic misconduct policy. If you witness a fire in the accommodation, sound the alarm and exit the building in a safe manner. Telephone the emergency services (999) and ask for the fire brigade.
- 1.27. You must not misuse any fire safety equipment. Failure to comply is a disciplinary matter.
- 1.28. Tampering with the fire alarms is a criminal offence. You must not tamper with or cover up the smoke detectors in the accommodation. Further offences may lead to you being asked to leave the accommodation and/or suspension/expulsion from university.
- 1.29. You must not move the fire extinguishers from their rightful place. Failure to comply is a disciplinary matter.
- 1.30. Do not prop open fire doors. Do not fix anything onto the fire doors or hang anything from the fire doors; this affects the integrity of the fire door. Failure to comply is a disciplinary matter.
- 1.31. You must not obstruct the fire escape routes.
- 1.32. Candles and other devices producing a naked flame and/or smoke and/or heat are absolutely prohibited in all student rooms and throughout all accommodation blocks.

- Any such item found in an unlit/unused condition will be immediately removed and destroyed. Any such items having been used/in a lit condition will be immediately removed and destroyed. Flammable materials are not allowed in the accommodation.
- 1.33. Please refer to the University's prohibited items list to ensure compliancy with what is and is not permitted in the accommodation.
  - 1.34. The University reserves the right to remove on sight any item that could potentially cause harm.
  - 1.35. Do not tamper with the electrics, the gas installations, the boilers or the heating settings.
  - 1.36. Do not overload the sockets and keep electrical cables tidy so as not to be a trip hazard. The University reserves the right to ask you to have personal electrical items tested. The University reserves the right to remove from a student's room any items that are deemed electrically unsafe.
  - 1.37. You must conduct yourself in such a way to not put the health and safety of others at risk.
  - 1.38. You must conduct yourself in such a way to not do anything that would be considered a fire risk.
  - 1.39. You must not light any fires in the accommodation or the University grounds.
  - 1.40. For your own safety, and the safety of others, you must not deep fry food.
  - 1.41. Any soft furnishings that you bring into the accommodation must comply with Crib 5 fire regulation standards.
  - 1.42. When you move out you must return your keys to the Accommodation Office. If the Accommodation Office is closed, put them through our letterbox. Failure to return your keys to the Accommodation Office will result in a £100 charge.
  - 1.43. When you move out you must leave your room clean, tidy and dispose of any rubbish.

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