

THE UNIVERSITY OF ESSEX

STANDARD TERMS AND CONDITIONS OF RESIDENCE DATED 25/03/2019

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions, the words and expressions shown in bold print have the meaning given next to them:

“Accommodation” means a bed-space, study bedroom, studio or self-contained apartment in the Building, of the type specified in the Offer, which we will allocate to you.

“Accommodation” includes the accommodation which you will occupy at the start of your stay, and any other bed-space, study bedroom, studio or self-contained apartment that we may allow you to occupy from time to time.

“Accommodation Fees” means the amount specified in the Offer as the fees you have to pay us for occupation of the Accommodation. They are payable in advance in the instalments and on the Payment Dates specified in the Offer.

“Applicable Terms” means the Offer and applicable terms referred to in the Offer; these terms and conditions; and the Code of Student Conduct Regulations. The Offer and your contract with us incorporate all the Applicable Terms.

“Building” means the building where the Accommodation is situated and (where the context allows) any of the University’s buildings.

“Contents” means fixtures, fittings, furniture equipment, Keys, passes and other items belonging to the University. The Welcome book will provide information on the typical contents found in each room based on accommodation type. A list of approximate costs of replacement of such items in case of damage can be found here <https://www1.essex.ac.uk/accommodation/support/inventories.aspx>. The University does not provide bedding, crockery or utensils.

“Flat” means a flat in the Building shared by several occupiers.

“Insured Risks” means the risk of fire and such other risks as the University may decide to insure against. A summary of the University’s insurance policy is available from the University on request.

“Keys” means keys, access cards, fobs and any other devices provided by the University for gaining access to the Accommodation.

“Conduct Regulations” means those regulations incorporated in the University’s Code of Student Conduct (which can be viewed on the University’s website) and incorporated in the University’s statutes and bylaws for the time being in force.

“Offer” means the offer of Accommodation made by the University and accepted by you.

“Payment Dates” means the dates for paying the instalments of Accommodation Fees, set out in the Offer **“Period of Stay”** means the period(s) specified in the Offer, during which you will be entitled to occupy the Accommodation.

“Student” means the student named in the Offer.

“Shared Areas” means those parts of the Building or a Flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas).

“University” means the University of Essex and its authorised agents. The University’s address for all purposes in connection with your accommodation contract (including the service of legal proceedings on the University) is University of Essex, Wivenhoe Park, Colchester, CO4 3SQ. Where the context allows, “University” includes all buildings belonging to the University and not just the building we refer to in the Offer.

“We”, “us”, “our” refer to the University.

“Written” and **“writing”** include communications by fax or e-mail to the intended recipient’s last-known fax number or e-mail address.

“You”, “your”, “yours” refer to the Student.

1.2 Interpretation

- 1.2.1 In these terms and conditions, unless the context requires otherwise, any reference to:
- (a) a clause is to a clause of these terms and conditions;
 - (b) a statute or other statutory provision made under any statute includes any consolidation, re-enactment, modification or replacement of the same, and statute or statutory provision of which it is a consolidation, re-enactment or replacement and any subordinate legislation or Regulations in force under any of the same from time to time;
 - (c) a Regulation or other provision made under the University’s statutes and bylaws referred to in this Agreement includes any consolidation, re-enactment, modification or replacement of that Regulation or other provision so made for the time being in force;
 - (d) the masculine, feminine or neutral gender includes the other genders, references to the singular include the plural, and vice versa, and references to persons include organisations;
 - (e) the Building, the Flat or the Accommodation includes any part of that Building or Flat (including the Accommodation), or any part of the Accommodation and Contents in the Building.
- 1.2.2 The words and expressions defined in these terms and conditions shall have the same meanings where they occur in any Applicable Terms.
- 1.2.3 An obligation on the Student not to do an act or thing includes an obligation not to permit that act or thing being done and an obligation to ensure that your invited visitors (including Permitted Occupiers) do not do that act or thing.

- 1.2.4 Where these terms and conditions give a list of examples, the list is given as an illustration and is not an exhaustive list. Words such as “includes” or “including” do not limit the meaning of a clause.
- 1.2.5 All sums in the Offer and in these terms and conditions are shown exclusive of any applicable VAT.
- 1.2.6 A “day” is a calendar day, and includes weekends and bank holidays. A “working day” does not include weekends, bank holidays or customary holidays.
- 1.2.7 If a court judges any part of the Applicable Terms to be void or for any other reason unenforceable then those parts shall be deemed to be deleted and shall not apply to the contract we have with you. The remaining parts of the Applicable Terms shall continue to apply.
- 1.2.8 Any rights or powers reserved to the University in these terms and conditions may be exercised by any person authorised by the University.

2. AGREEMENT

- 2.1 When the booking process is complete, a legally binding agreement (also known as a contract) will be formed. The contract will be between (1) the University (us) and (2) the Student (you). **Once your contract has been formed, it may only be ended as set out in these terms and conditions.** The booking process is completed when we receive your acceptance of the Offer, whether this is through the on-line booking system or some other means.
- 2.2 The contract will consist of (a) the Offer; (b) these terms and conditions; (c) Code of Student Conduct (see <https://www.essex.ac.uk/governance/regulations>) (d) the terms of a block insurance policy (see www.endsleigh.co.uk) and (e) the terms and conditions applicable to the telecommunications services provided by Glide (see <http://my.studentcom.co.uk/terms-and-conditions>) or (f) for students at The Maltings, terms and conditions applicable to the telecommunications services provided by Ask4 (see <http://files.ask4.com/terms-of-use/ask4-student-terms.pdf>)
- 2.3 The documents listed in clause 2.2 will constitute the entire agreement between the parties. If any variation to these documents is agreed, we will confirm the variation to you in writing.
- 2.4 When the contract is formed, we agree to provide the Accommodation to you during the Period of Stay, we agree to comply with our obligations in these terms and conditions and those that are imposed on us by law. In return you agree to comply with your obligations in these terms and conditions, and those that are imposed on you by law, throughout the Period of Stay.
- 2.5 Your contract is personal to you. You are not entitled to transfer your contract to anyone else or to allow someone else to live in the Accommodation, except as expressly permitted by these terms and conditions.

- 2.6 The Accommodation includes the following:
- 2.6.1 the right to use the Contents in the Accommodation for their intended purpose;
 - 2.6.2 the right (jointly with other residents) to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;
 - 2.6.3 heating, lighting, water and power supply to the Shared Areas;
 - 2.6.4 heating, lighting, water and power supply to the Accommodation up to the amount typically used in comparable accommodation (but you must pay us for any consumption which we reasonably consider to be excessive);
 - 2.6.5 insurance of the Building and its Contents;
 - 2.6.6 a basic level of insurance cover for your personal belongings (more details available at <https://www.endsleigh.co.uk/personal/student-insurance>);
 - 2.6.7 reasonable cleaning of the Shared Areas (but residents are liable to pay for additional cleaning if their mess is excessive);
 - 2.6.8 for residents at North Campus, South Campus, The Meadows, The Quays or The Copse; internet television, and soft phone is through Glide (further details on <https://www1.essex.ac.uk/accommodation/facilities/default.aspx>); For residents at The Maltings, internet, television, and soft phone through Ask4 (further details on <https://support.ask4.com/>);
 - 2.6.9 You must pay us any amounts due for extra cleaning or high utility consumption within 14 days of us notifying you of the charge.
- 2.7 The Accommodation does not include the following:
- 2.7.1 payment for use of the laundry (machines are coin/card-operated); or
 - 2.7.2 license for television (including internet provider television) used in the Accommodation.
- 2.8 If a person takes occupation without completing the booking process, they shall be deemed to occupy on the basis of these terms and conditions. They shall be liable to pay the Accommodation Fees normally applicable to the Accommodation (and any additional payments due under these terms and conditions from the time they begin occupation up to the end of the standard period for which rooms of that type were offered).
- 2.9 Accommodation is available up until 10am at the end of the Period of Stay. Accommodation may be available following the end of the Period of Stay, but you must apply for it separately. There is no guarantee that we will be able to offer you accommodation at the end of your Period of Stay.

3. STUDENT'S OBLIGATIONS

3.1 Financial obligations

You must pay the Accommodation Fees to us either:

- (a) in full on or before the first day of the Period of Stay; or
- (b) in the instalments specified in the Offer, on the Payment Dates.

3.1.1 Details of how you can pay your Accommodation Fees are given at <https://www1.essex.ac.uk/accommodation/payments/default.aspx>.

3.1.2 Accommodation Fees are payable "in advance". This means that if your contract ends between one Payment Date and the next, or if you paid the Accommodation Fees in full before the start of your Period of Stay, any refund of pre-paid Accommodation Fees will be at our discretion.

3.1.3 Within 14 days of us writing to inform you of the amount, you must pay us:

- (a) all the costs we reasonably incur in enforcing your obligations, or arising from a breach of them;
- (b) charges for excessive cleaning or utility consumption (see clause 2.6.9);
- (c) the reasonable costs properly incurred by the University in preparing for and/or taking enforcement action against you if you fail to comply with these terms and conditions;
- (d) a late payment fee of £20 if any instalment of your accommodation charges is not paid on time, a further late payment fee of £20 if payment has still not been made one month after the date it fell due; and a further late payment fee of £20 monthly thereafter if payment has still not been made, to cover the costs of the additional administration that arises when payment is late;
- (e) the reasonable costs we incur in reinstating the Accommodation and its Contents to the condition they were in when you were given the keys if you do not care for them as required by these terms and conditions;
- (f) a fair proportion of the reasonable costs we incur in reinstating the Shared Areas in your Building or Flat, and their Contents, to the condition they were in when you were given the Keys if the occupiers entitled to use them do not care for them as required by these terms and conditions and we cannot (after making a reasonable attempt) identify the culprit(s);
- (g) an administration fee of £20 if we have to arrange for work to be carried out at the Building as a result of your (or the occupiers') failure to comply with these terms and conditions;

- (h) the cost of replacing Keys if you lose them or fail to return them to the University at the end of your stay and, if reasonably necessary, the cost of changing the locks (but you will not have to pay if you are the victim of a crime as long as you give a copy of the security or police report to the Accommodation Office) and/or the cost of re-programming the fob entry system if we discover that you disclosed the combination number to someone else;
- (i) all costs and expenses we incur in defending or settling any claim brought by a third party as a result of your actions or negligence and any compensation reasonably paid or ordered to be paid to a claimant (this includes any charges made by emergency services as a result of false alarms) and a fair proportion of the costs and expenses we incur if the claim relates to the Shared Areas in your Building or Flat, or their Contents if we cannot (after making a reasonable attempt) identify the culprit(s);
- (j) compensation and all costs and expenses for damage or losses sustained by the University as a result of any act or neglect of your invited visitors;
- (k) the cost of supplying electricity gas water and/or internet services over and above the amount typically used in comparable accommodation (this may be a share of the costs for your Building or Flat if the Accommodation does not have its own meter)
- (l) the reasonable costs we properly incur in connection with any request you make for a change to your accommodation contract (for example, a change in the method of payment). Nothing in this clause implies that you are entitled to demand changes to your accommodation contract. The University has complete discretion whether to agree to a request for a change to the contract, and the onus will be on you to show that there is a good reason why we should agree. The amount payable in common situations is set out under the applicable section of these terms and conditions.

3.1.4 If you fail to meet your financial obligations in these terms and conditions, we may take any or all of the following steps, depending on the individual circumstances:

- (a) legal action to recover the amount owed;
- (b) legal action to recover possession of the Accommodation;
- (c) disqualify you from future offers of housing from University of Essex;

We will not take any of the above steps without first giving you reasonable advance warning and explaining what you have to do to avoid further steps being taken.

3.2 Care of the Accommodation, Shared Areas and Contents

- 3.2.1 Within 7 days of collecting your keys you must check the Accommodation and Contents. You must tell us in writing if you find any defects. If you do not inform us of any damage or defects, it may be difficult for you to prove later that they were not your fault.
- 3.2.2 You must keep the Accommodation and its Contents in a clean and tidy condition and not damage them. During the Period of Stay you must place your rubbish in the kitchen bins, including your bedroom waste if applicable which we will empty if you live on South Campus, North Campus, The Meadows, The Copse or The Quays, Residents living in the Maltings must empty their kitchen bins into the external bins provided. Recycling bins are made available within the accommodation and must be utilised as appropriate
- 3.2.3 At the end of the Period of Stay, you must move out and leave the Accommodation and its Contents in good clean condition and cleared of all your personal belongings. When you move out, you may leave a reasonable amount of rubbish in the bin bags which we will provide near the end of your Period of Stay. A charity bag will also be made available so you are able to donate any unwanted items.
- 3.2.4 Jointly with other occupiers, you must keep the Shared Areas and their Contents in a clean and tidy condition and not damage them. At the end of the Period of Stay, you must clear all of your personal belongings and rubbish from the Shared Areas (except for rubbish left in designated bin stores and recycling areas).
- 3.2.5 We will clean the Shared Areas regularly but cleaning rotas may change from time to time. You must give access to allow cleaners to do their work. If a cleaner is refused access on more than 2 consecutive occasions, the cleaner is likely to report this to us as a possible welfare issue.
- 3.2.6 You must not alter, decorate, damage or attempt to repair any part of the Building or its Contents, or remove any Contents. The following are examples of what we will treat as alterations or damage:
- (a) erecting wireless or TV aerials or satellite dishes; installing cable TV
 - (b) overloading electrical installations
 - (c) adding to or changing the telephone or information technology installations to the Accommodation (this clause does not prevent the Student from using IT equipment for normal study purposes, such as computers and printers, subject to the University's IT policy at <https://www1.essex.ac.uk/it/about/acceptable-use-policy/default.aspx>)
 - (d) blocking pipes, drains or taps (fat, sanitary products, baby wipes and hair are the worst offenders)
 - (e) allowing showers, baths, sinks or basins to overflow
 - (f) marks or holes where things have been fixed to the walls, floors or ceilings (using Blu Tack, white tack and similar products will leave a mark; adhesive tapes also leave marks)

- (g) burns and scorch marks
- (h) changing or adding locks to windows or doors
- (i) interfering with restrictors on windows
- (j) cracks or breakages of glass (unless clearly caused from the outside by a third party.
- (k) changing or damaging floor coverings
- (l) any visible attempt at repair
- (m) staining from smoking

3.2.7 You must report any damage to the Building or its Contents to us as soon as practicable (and in any event within 24 hours) after you become aware of it. In an emergency, you should give first priority to your personal safety and remove yourself from any danger. As soon as the situation allows, you must contact a member of University staff. If you fail to report damage and as a result the damage becomes worse, you must pay us for dealing with the additional damage that could have been prevented if you had reported it at the appropriate time.

3.2.8 You will not have to pay us for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. You will have to pay us for damage over and above this level, including accidental damage, unless our insurer pays for it. We have discretion whether or not to claim against our insurance, because of the effect this may have on future premiums, but we will exercise our discretion reasonably. For example, we will not ask you to pay for damage caused by natural flooding, but we may ask you to pay for damage caused by your carelessness or deliberate acts.

3.2.9 If damage or loss occurs at the Building and it is not possible for us (acting reasonably) to identify who is at fault, you must pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. You will not be required to contribute to loss or damage which in our reasonable opinion has been caused by an intruder, provided that you have complied with your obligations in these terms and conditions relating to University security.

3.2.10 You must take reasonable steps to avoid wasting fuel (eg by turning off lights and electrical equipment when not in use) or water and you must participate in any waste recycling schemes operated by the University or by others. Clause 2.6.4 sets out your liability to pay for excessive fuel consumption.

3.3 **Restrictions on use**

3.3.1 You must not use the Accommodation for any purpose other than as a study bedroom.

3.3.2 You must not run a business from any part of the Building.

3.3.3 You must not share the Accommodation (except to the extent permitted by clause 7 or clause 8 where applicable, or if you have been allocated twin accommodation on a

temporary basis) or sub-let it. You may only transfer occupancy to another person if you first obtain our written consent (see clauses 6.12 to 6.15).

- 3.3.4 You must not cause any nuisance, offence, disruption, harassment or persistent disturbance to others. You must take particular care not to cause any disturbance between midnight and 8.00 am.
- 3.3.5 You must not obstruct or cause an obstruction in any of the Shared Areas.
- 3.3.6 You must only cook or prepare food in the kitchens in the Shared Areas and you must not cook or prepare food in other parts of the Building.
- 3.3.7 You must not smoke in any part of the Building. If you smoke where smoking is not permitted, we may refer the matter to the authorities for prosecution and/or for disciplinary action within the University. Our staff and contractors may refuse to work in the Accommodation if it has a smoky atmosphere.
- 3.3.8 You must not keep any vehicle or vehicle parts in any part of the University other than (a) a bicycle in the designated cycle bays; or (b) a vehicle to assist you with a disability. You must not ride or drive any vehicle inside a Building unless it is a vehicle to assist you with a disability. Users of a vehicle to assist with their mobility impairment are requested to contact student support in advance, because the University may need to make reasonable adjustments to accommodate the vehicle (this does not impose an obligation on the University if the vehicle cannot reasonably be accommodated).
- 3.3.9 You must not bring additional furniture into the Building without first obtaining our written consent.
- 3.3.10 You must not bring any electrical equipment (including travel adaptors, multi plug adaptors and extension leads) into the Building unless it is used for its designated purpose, is compatible with the UK mains supply and meets University and UK standards. Refrigerators are only permitted in study bedrooms where there is a specific medical need. To be granted permission for your refrigerator, please contact the Student Services Hub. Further information on electrical equipment can be found at <https://www1.essex.ac.uk/accommodation/safety/electricalsafety/>. Any equipment you wish to use must operate between **220-240 Volts 50Hz**.
- 3.3.11 A list of prohibited electrical items that must not be used in the Accommodation may be viewed at <https://www1.essex.ac.uk/health-safety/equipment/electrical.aspx>. In addition you are not permitted to use anything which burns, smoulders or uses coals, charcoal or has a naked flame in the residences.
- 3.3.12 You must use any electrical equipment provided by the University only for its intended purpose and in accordance with any instructions we have given you. You must promptly report to us any electrical equipment which you believe may be faulty. You must not attempt to repair or modify any of our electrical equipment or installations.
- 3.3.13 You must not overload electrical installations such as plugging multiple items of equipment or adaptors into one mains socket. You must not operate several high wattage appliances at the same time from a single extension lead. (High wattage appliances are typically those that generate heat such as kettles, irons, hair dryers,

hair straighteners or hair tongs. Low wattage appliances generally include computer equipment and mobile phone chargers.)

- 3.3.14 You must not bring any animal to the University unless it is trained to help you with your disability. You are requested to notify student support in advance if you need to bring your assistance animal to University, as adjustments may need to be made to accommodate it. You will be responsible for the proper care and control of your assistance animal and any damage or nuisance which it causes
- 3.3.15 You must immediately upon our request cease to use any item which, in our reasonable opinion is unsafe or unsuitable in a multi-occupied building. If you do not do as requested, we may remove the item without giving you further warning, but we will normally return it to you at the end of the Period of Stay. We may charge you a reasonable fee for storage. We will not be liable to you if we dispose of any animal, or any item which is perishable or which it is illegal for you to have in your possession.
- 3.3.16 You must comply with all applicable legislation to avoid your actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property. You must comply with all relevant University health and safety policies and standards and instructions given by University staff, which have been made in order for the University to meet its legal requirements. See
- <https://www1.essex.ac.uk/staff/ohs/about/default.aspx>
<https://www1.essex.ac.uk/accommodation/safety/electricalsafety/> and
<https://www1.essex.ac.uk/estates/emergencies/default.aspx>
- 3.3.17 You must not leave the Accommodation unoccupied for a continuous period of 7 days or more without notifying us. If you are away for 7 days or more, we will need to visit the Accommodation in your absence to flush the water supply in order to comply with our health and safety responsibilities
- 3.3.18 You must only use the internet services provided in your accommodation as permitted by the University's Internet Usage Policy at <https://www1.essex.ac.uk/it/about/acceptable-use-policy/default.aspx> and the terms and conditions applicable to the telecommunications services provided by Glide (see <http://my.studentcom.co.uk/terms-and-conditions>). We may refer any breach of these policies for disciplinary action if we consider it to be appropriate.
- 3.3.19 We may end or suspend your access to the internet service, without liability to you, if you fail to comply with any provision in the policies referred to in 3.3.18 or if any payment due under your contract with us is 14 days or more overdue.

3.4 Visitors and security

- 3.4.1 You are responsible for the actions or negligence of all your invited visitors and you must pay us for any damage which your visitors cause.
- 3.4.2 You must not have a party in the Building.
- 3.4.3 If you have guests, you are responsible for their conduct whilst they are on University property. You must make sure that they do not do anything that you would not be allowed to do under these terms and conditions. If your guest causes damage, you will be liable to pay for it. If your guest causes nuisance or any other incident which University staff attend, you may be charged an administration fee of between £20 and £50 (depending on the circumstance)
- 3.4.4 You cannot request permission for a guest to stay until two weeks after your autumn term contract commencement date because it is disruptive to the process of students settling in. After then, you are allowed to have one guest for an occasional stay of up to three nights duration. You will only be allowed to have a guest for longer if you obtain written permission from The Student Services Hub. You must notify The Student Services Hub of the name of each of your guests, and the dates of their stay. This is an important health and safety requirement, so if you often fail to comply with this rule, we may terminate your contract. We may refuse or withdraw permission to have guests if your guest causes a nuisance to others, or if their visit in any other way has an adverse effect on other residents and/or use of the facilities in the Building
- 3.4.5 Children under the age of 16 are not permitted in accommodation as overnight guests. They must be supervised by a responsible adult at all other times.
- 3.4.6 You must not at any time leave the Accommodation unoccupied without locking the door. You must not leave the main entrance to the Building unlocked. If the Accommodation is on the ground or first floor, you must not leave the Accommodation unoccupied without first closing and locking the window. If your room is not on the ground or first floor, you are still advised to close and lock the window whenever you leave the Accommodation.
- 3.4.7 You must not make any duplicates of keys or lend keys to anyone else.
- 3.4.8 At the end of the Period of Stay, or when you move out of the Accommodation, you must return all keys to the publicised collection points. If you move out of the Accommodation and do not return all the Keys we issued to you, we will use reasonable attempts to contact you and give you a reasonable opportunity to return the Keys. If we are unable to contact you, or if you have moved out and not returned a key within 10 days of the due date for its return, we will either have another key made, or change the locks (whichever is reasonable in the circumstances). We will charge you for the cost of replacement, and an administration fee of £20.

3.5 Health and safety

- 3.5.1 You must not tamper with or mis-use fire prevention, fire safety or fire detection equipment
- 3.5.2 You must not raise any alarm without good cause.
- 3.5.3 You must immediately leave the building in the event of the fire alarm operating (other than at test times, which you will be informed of in advance).
- 3.5.4 You must not obstruct a fire escape route. We are entitled to remove any item obstructing a fire escape route. If we do this, we will leave a notice close to the scene, stating when and where the item may be collected. We may not allow collection until the end of term and/or may charge an administration fee of £20 for dealing with the removal of the item and its return.
- 3.5.5 You must not wedge open any door in the Building which is a fire door and you must promptly report any fire door that fails to close properly.
- 3.5.6 If the Building has window restrictors, you must not remove, adapt, override or interfere with the restrictors in any way. You must promptly tell us if you are aware of a restrictor which is not operating correctly, or is missing.
- 3.5.7 To avoid the risk of injury to others, you must not throw or drop any item from a window in the Building, or place anything on a window ledge which could fall out of the window.
- 3.5.8 You must not enter any parts of the Building that are not designed as living accommodation or designated as providing access to living accommodation. You must not go onto any roof or canopy, or into any plant room, service area, or bypass any sign indicating that access is restricted.
- 3.5.9 Contact details for health and safety matters are given at:
https://www1.essex.ac.uk/accommodation/contact_us/default.aspx

NOTE: It is our policy to report breaches of the University's health and safety requirements to the Associate Proctor for disciplinary action under the Code of Student Conduct Regulations. It should also be noted that many of the obligations in clause 3.5 are also a criminal offence. It is our policy to refer serious incidents (i.e. those that have or could have resulted in significant harm) to the authorities for prosecution. A conviction could seriously affect your career prospects, result in a heavy fine or a prison sentence.

3.6 Privacy and access

3.6.1 You must give us access to the Accommodation for the following purposes:

- (a) showing the Accommodation to prospective occupiers;
- (b) inspecting the Accommodation to ensure you are complying with your obligations in these terms and conditions, or for any other reasonable purpose;
- (c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Building;
- (d) remedying any breach of your obligations in these terms and conditions if you have failed (after being given reasonable notice) to remedy the breach;
- (e) to abate a nuisance;
- (f) to deal with an emergency;
- (g) if you have not responded to our requests to make contact;
- (h) for any other reasonable purpose connected with the management of the Building.

3.6.2 We will normally give you 7 days' notice for planned maintenance projects and 24 hours' notice for viewings and routine inspections. Notice may be posted in the Shared Areas or given by any other reasonable means and you may not receive personal notification. We will be entitled to enter the Accommodation without notice to carry out planned preventative maintenance, repairs which you have asked us to do, to rectify a breach of your obligations, to abate a nuisance, to deal with an emergency or if we have serious concerns about your welfare.

3.7 Official notices

You must promptly give us a copy of any communication you receive which is likely to affect the University or the Accommodation.

4 UNIVERSITY'S OBLIGATIONS

4.1 Care of the Building and Contents

4.1.1 At the start of the Period of Stay, we will ensure that the Building and its Contents are in reasonably clean and sound condition. During the Period of Stay, we will keep the Building and its Contents in good repair and proper working order.

4.1.2 If you report any significant defect, we will carry out appropriate maintenance, repair or replacement within a reasonable time of receiving your report. We shall be entitled to charge you for the cost of maintenance, repair or replacement if that is reasonably necessary because of your action or neglect. We will make an allowance for depreciation against replacement costs. We may make an administration charge of £20 if the work was required because of your act or

neglect. We will not charge you for damage caused by fair wear and tear, or damage which the insurer pays for. We may ask you to pay the excess on our insurance policy (£5,000) or a share of it if the claim arose because you did not comply with these terms and conditions.

- 4.1.3 We will not be liable to repair any damage caused by you or your visitors, or replace any loss which you or your visitors caused, unless and until you or the insurers pay for it (any excess on the insurance policy being payable by you). Nothing in this clause implies that we will make a claim on our insurance if it would be reasonable for us in all the circumstances to expect you to bear the cost.
- 4.1.4 We shall be entitled to charge you a proportion of the cost of repairs or replacements in the Shared Areas if they are reasonably necessary because of the actions or neglect of the occupiers and (after making reasonable investigations) the University cannot identify the culprit. You must pay us such charges within 14 days of us notifying you of the amount. We have discretion to waive a contribution to shared charges (for example, we could waive a shared damage charge if you can show that you were elsewhere when the damage occurred, but we have no obligation to do so). These charges are risk-based not fault-based. **By agreeing to live in the Building, you agree to accept a share of these charges.**
- 4.1.5 As long as there is no risk to health and safety or security, we may delay carrying out a repair or replacement until you and/or the other occupiers pay for the loss or damage caused by your actions or neglect. If we decide not to delay and we pay out of our own resources, that will not prevent us from claiming the cost of repair or replacement from you and/or the other occupiers after the event.
- 4.1.6 We shall not be liable for loss of or interruption to any services to the Building if we make reasonable attempts to restore the supply.
- 4.1.7 We shall not be liable to carry out any repair or replacement until we become aware that the repair or replacement is needed.
- 4.1.8 Details of the Services listed in clause 2.6, can be viewed on our website at <https://www1.essex.ac.uk/accommodation/facilities/default.aspx>. Here you will find reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from university grounds. For residents of The Maltings, this information will be held at The Maltings Reception.

4.2 Privacy and access

- 4.2.1 We will not interrupt your occupation of the Accommodation more than is reasonably necessary, particularly during examination periods. Except in the case of an emergency or where you have reported the need for repair (or other problem preventing use of the Accommodation), we will give you reasonable notice before entering the Accommodation during term-time. The usual notice periods are set out in clause 3.6.2.
- 4.2.2 We will not disclose personal information about you except:
- (a) as permitted by clause 5.1 of these terms and conditions;

- (b) where there is serious risk of harm to you or to someone else; or
- (c) where there is serious damage to property or a risk of such damage.

4.3 Insurance

- 4.3.1 We will keep the Building insured against such risks as we consider reasonably necessary.
- 4.3.2 We will provide you with a link to the current summary of buildings insurance cover at the start of the Period of Stay.
- 4.3.3 If damage by an Insured Risk occurs, we will spend the money we receive from the insurer on repairing or rebuilding the Building, but only if:
 - (a) we are able to obtain all necessary permissions; and
 - (b) repair or rebuilding is economically feasible and reasonably practicable.
- 4.3.4 If the Accommodation becomes uninhabitable because of an Insured Risk then, as long as you have not invalidated or substantially reduced the insurance cover by your own action or neglect:
 - (a) we will use reasonable endeavors to provide you with suitable substitute accommodation until the end of the Period of Stay or, if earlier, until the Accommodation is fit for habitation; and
 - (b) if we are not able to provide suitable substitute accommodation, we will release you from your accommodation contract without charge, but we will not be liable to pay you compensation other than reasonable local relocation expenses.

Substitute accommodation will be suitable, and you must accept it, if it is similar in size, amenity and location to the Accommodation. The substitute accommodation does not have to be on campus. If we provide substitute accommodation, these terms and conditions shall apply whilst you are in occupation of it, or entitled to be in occupation of it.

- 4.3.5 We will arrange and maintain a block personal possessions insurance policy with Endsleigh. The policy is subject to limits of cover and other terms and conditions. A summary of the insurance cover in place at the time the Offer was made is available on our website at <https://www1.essex.ac.uk/accommodation/facilities/default.aspx>. However, the insurer may vary the terms of the cover from time to time and you should check the summary of cover again at the start of your Period of Stay and arrange to buy any additional cover that you think you need.

4.4 Information

- 4.4.1 We will make the following available for you to inspect. Items (a), (c), (d) and (f) are available to view on-line. The other documents are available by prior arrangement with the University's Estates Management Department or for students living at the Maltings, the onsite reception:
- (a) The Universities UK Code of Practice for the Management of Student Housing (see <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2016/accommodation-code-of-practice.pdf>) and The Accreditation Network UK (See http://www.nationalcode.org/Upload/File/NationalCode_Private.pdf);
 - (b) Risk register for critical risks such as fire, outbreak of disease, or major disrepair and our procedures for dealing with such risks;
 - (c) University Standard for Electrical Safety and Portable Appliance Testing. See <https://www1.essex.ac.uk/health-safety/equipment/electrical.aspx>.
 - (d) Fault reporting and emergency procedures for use of the laundry. For students living at North Campus, South Campus, The Meadows, The Quays and the Copse, See <http://www.circuit.co.uk/machine-faults-and-breakdowns/>; For students residing at the Maltings see <http://www.washstation.co.uk>;
 - (e) Security plan;
 - (f) Service level statement on reporting and rectification of building defects (see <https://www1.essex.ac.uk/estates/documents/sls-accommodation.pdf>);
 - (g) Planning consents and building regulations approvals (if any) applicable to the Accommodation;
- 4.4.2 Early on during your Period of Stay, we will provide you with information and advice on:
- (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident, near miss or any health or safety concern;
 - (b) health and safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Building; why cooking in the Accommodation is a safety risk and in breach of your contract; electrical safety; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for mis-use of equipment provided for fire safety reasons;
 - (c) how to get access to the Accommodation if you lose your Keys;
 - (d) cleaning frequencies and your responsibilities for cleaning;
 - (e) the respective roles and responsibilities of the University and its resident students;
 - (f) health, welfare, and guidance on communal living;

- (g) where to get advice on financial difficulties;
 - (h) where to get counselling;
 - (i) how to register with a local health service;
 - (j) the management structure for the University and contact details for the accommodation office and out-of-hours emergency contact details;
 - (k) any special arrangements we will make to help with any disability you may have told us about.
- 4.4.3 We will give you a receipt for any of your property which we remove from the Accommodation (and we will only remove your property as permitted by these terms and conditions).
- 4.4.4 We will ensure security staff are clearly identified. Staff or contractors requiring access to the Accommodation will carry appropriate identification documents and allow you to inspect them.
- 4.4.5 We will ensure you are given clear and appropriate instructions for using any equipment which you need to operate in the Building.
- 4.5 Much of the information which must be provided under The Provision of Services Regulations 2009 (SI 2009/2999) is given in the Offer or elsewhere in these terms and conditions.
- (a) The point of contact for direct communication with the University is the accommodation office for the Building. At Colchester Campus, is the Silberrad Centre; the Copse Reception for the Meadows and The Copse and The Quays reception for the Quays; or the Maltings Reception for residents at The Maltings At Southend Campus, this is University Square reception. Opening hours, contact email addresses and telephone numbers are posted on our website at <https://www1.essex.ac.uk/students/contact/>;
 - (b) the point of contact for making complaints and for information requests about the Accommodation is The Silberrad Student Centre.
 - (c) The University's VAT registration number is GB 594 7948 65;
 - (d) The law which applies to the contract between (1) the University and (2) the Student is the law of England and the parties submit to the jurisdiction of the courts of England on all matters relating to the contract.
- 4.5.1 The Buildings located on main campus are in the UUK Approved Code of Practice under the Housing Act 2004. Information about the code can be viewed at <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2016/accommodation-code-of-practice.pdf>. The Buildings located at The Meadows, The Copse, The Quays and The Maltings are in the National Code of Standards for Larger Developments. Information about the code can be viewed at <http://www.nationalcode.org/Feeds.aspx?FeedType=Box&Key=F5C6A393-357C-4846-AC40-0077CCB309C9>.

5. OTHER CONDITIONS

- 5.1 By entering into a contract for the Accommodation, you hereby authorise us to use information about you (personal data) for all lawful purposes in connection with your contract. These purposes include debt recovery, crime prevention and/or detection, the University's block insurance policy with Endsleigh, allocating rooms, providing relevant information to our agents, circumstances where there is a serious risk of harm, giving references and all matters arising from your membership of the University. This may include disclosing relevant information about you to the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies as well as our professional advisors. We will provide relevant information about you if we have to in order to comply with a court order. Your agreement to allow us to use your personal data includes our processing of personal data classed as 'sensitive', such as information about health, ethnicity and criminal records, where the circumstances require.
- 5.2 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 these terms and conditions. The University will not be liable to you for breach of contract if we are prevented from, or delayed in, performing our obligations due to circumstances or causes beyond our reasonable control. The University is not liable for failure of any service provided by a third party (such as the telecommunications services provided by Glide) unless service is interrupted because we have failed to pay our bills.
- 5.3 With the exception of claims for death or personal injury, our total liability to you under the contract for the Accommodation is limited to the Accommodation Fees.
- 5.4 Advertising includes photographs which are typical of the accommodation we offer. We do not guarantee or represent that the Accommodation will be the same as the accommodation in the photograph.
- 5.5 Any personal belongings you bring to the University are there at your own risk. Although your personal belongings (up to a maximum value of £3,000 in total) are insured under the University's block insurance policy with Endsleigh (see clauses 4.3.2 and 4.3.5) that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this will be given at the start of the Period of Stay.
- 5.6 We may temporarily suspend use of any of the Shared Areas if they are not kept in a clean and tidy condition by the students using them.
- 5.7 Your contract for the Accommodation does not affect the disciplinary powers of the University (see <https://www.essex.ac.uk/governance/regulations/>). If you breach the terms of your contract, we may take disciplinary action and/or legal proceedings against you.
- 5.8 You agree that we are entitled, at your expense, to remove from the Accommodation or any other part of the Building any article which it is illegal for you to possess, or which constitutes a serious nuisance, an obstruction or a fire or health or safety risk. Unless the item is alive or perishable or illegal, we will return it to you (if you ask us to do so) at the end of the Period of Stay. If the item is alive or perishable or illegal, we may dispose of it as we reasonably see fit without liability to you or its owner.

- 5.9 We are entitled to remove any item you leave behind at the end of the Period of Stay and we shall be under no obligation to return it to you unless:
- (a) the item appears to us to have a value of at least £100.00; and
 - (b) we are able to contact you; and
 - (c) you pay for postage and packing or collect the item.
- 5.10 The contract for the Accommodation is an agreement for a common law tenancy (not an assured shorthold tenancy) by virtue of paragraph 8 of Schedule 1 to the Housing Act 1988.
- 5.11 Notices relating to the contract for the Accommodation must be in writing (which includes email, and notices that we post in the Building) and in the English language (or accompanied by a certified English translation). Notices delivered by hand are deemed served the day after delivery. Notices delivered by post are deemed served 2 working days after posting.
- 5.12 The contract for the Accommodation is not intended to confer any benefit on anyone who is not party to it.
- 5.13 The Offer, these terms and conditions, the Code of Student Conduct Regulations (see <https://www.essex.ac.uk/governance/regulations/>), the terms of the University's block insurance policy (see www.endsleigh.co.uk) and the terms and conditions applicable to the telecommunications services provided by Glide (see <http://my.studentcom.co.uk/terms-and-conditions>) for residents of North Campus, South Campus, The Meadows, The Quays or The Copse. For residents at The Maltings, the terms and conditions applicable to the telecommunications services provided by Ask4 (see <http://files.ask4.com/terms-of-use/ask4-student-terms.pdf> and contain all the terms agreed between you and us at the time your contract for Accommodation comes into effect. Any variation to the terms will only be effective if agreed between you and our accommodation office. We will confirm any agreed variation of the contract to you in writing at the time the variation is made.

6 TERMINATION OF YOUR CONTRACT

Termination by the University

- 6.1. Unless you have made arrangements with our accommodation office for late arrival, we will be entitled (but not obliged) to terminate your contract for the Accommodation if you have not taken up residence within 7 days of the start of the Period of Stay. You will be liable to pay the Accommodation Fees up to and including the date we end the contract. If we choose not to end the contract, you will be liable to pay the Accommodation Fees for the full Period of Stay. If you require your room held for more than two weeks, you must pay the first term's rent in order to secure your room.
- 6.2 We may terminate your contract for the Accommodation at any time by serving notice on you if:
- (a) Any payment is overdue by 14 days or more; or
 - (b) You are in serious or persistent breach of any of your obligations; or
 - (c) You do not have status as a member of the University; or

(d) Use of University facilities is withdrawn from you as a disciplinary sanction; or

(e) In our reasonable opinion your health or behaviour is a serious risk to you or other people, or to the University's or other people's property.

6.3 If you have not moved out of the Accommodation by the end of the notice period, we will apply to court for an order for possession (eviction). If the court finds in our favour, it may order you to pay the University's costs and/or pay for any extra time you were in occupation.

Termination by the Student

6.4 Your contract with us is of fixed duration. You will not have the right to serve notice to quit, and your contract can only be ended in one of the ways set out in these terms and conditions.

6.5 If we receive a returned key from you while any part of the Period of Stay remains unexpired, that act on its own shall not bring your contract for the Accommodation to an end. You will continue to be liable for the Accommodation Fees until the end of the contracted Period of Stay or until someone else takes over your responsibility to pay them (see clause 6.13).

6.6 You may apply to terminate your contract for the Accommodation before the end of the Period of Stay if you withdraw from the University. If you withdraw from the University you must pay Accommodation Fees for the period up to the date when you have both:

(a) completed the formal withdrawal paperwork in the academic section; and

(b) returned your Keys

6.7 This clause applies if your contract is terminated early in any way other than as permitted by clause 6.6. If your contract for the Accommodation is terminated early we will refund a fair proportion of pre-paid Accommodation Fees (after making any proper deductions to cover our losses) as soon as possible after the termination becomes effective. Except for cancellations made under clause 6.6, we will only be obliged to refund Accommodation Fees once the vacancy caused by your early departure has been filled and to the extent that we suffer no loss. As the University is a charity and has a duty to safeguard its assets (including income from accommodation), if we are unable to fill your place, we will not give you any refund. We shall be entitled to fill any rooms which are already vacant before allocating people on our waiting list to the Accommodation. We will make vacated rooms available to other students for room exchanges, but room swappers will not be treated as replacement students for the purpose of releasing you from your obligation to pay the Accommodation Fees. This is because your departure still leaves us with an empty room that we expected to be paid for.

Relocations and room exchanges

6.8 We reserve the right to relocate you to comparable alternative accommodation during the Period of Stay if it is reasonable to do so. For example, we may relocate you if the previous occupant has not vacated, if your Accommodation needs significant repair, if your Accommodation is in a new building that has not been completed on time, or in any other circumstances where relocation would be reasonable.

6.9 Relocation may be temporary or permanent, depending on the circumstances. If the Accommodation is not ready for you at the start of your Period of Stay, we will do what we reasonably can to make the Accommodation ready for you as soon as practicable, and we will place you in temporary alternative accommodation until your Accommodation is

ready. We will give you reasonable assistance in moving out of your temporary accommodation into your Accommodation when it is ready for you. You agree to accept the alternative accommodation, and to move out of the temporary accommodation when your own Accommodation is ready for you. If your own Accommodation is still not ready for you within 14 weeks of the start of the Period of Stay, you will have the right to terminate your contract for the Accommodation, by giving us 7 days' written notice. We will refund the proportion of rent that relates to the period after you have vacated.

- 6.10 If we relocate you because you are in breach of one or more of your obligations, or if the relocation is made at your request, you agree to pay the University a combined cleaning and administration fee of £55.
- 6.11 If you and another resident in one of our Buildings want to exchange rooms, both of you must apply to The Student Services Hub. Each of you must pay an administration fee of £20 before we will progress the application. Permission to exchange rooms is in our discretion and the administration fee is not refundable if you decide not to complete the exchange.
- 6.12 If you wish to move to a vacant room in a Building, you must apply to our accommodation office. You must pay a combined cleaning and administration fee of £55 before we will progress the application. Permission to move into an empty room is in our discretion and the administration part of the fee (£20) is not refundable if you decide not to complete the move. If we allow you to move, your contract will apply to the new room for the remainder of the Period of Stay. You may have to pay additional Accommodation Fees if the new room has a higher price than the Accommodation.

Transferring your contract to someone else

- 6.13 If you want to leave University accommodation, you may apply to The Student Services Hub for permission to transfer your contract to another student. Permission is at the University's discretion, which we will use reasonably. We will only give permission if you have complied with your contract in all important respects and if your suggested replacement is:
- a) a student at the University or at a partner institution
 - b) reasonably acceptable to us as an occupier of our accommodation;
 - c) in our reasonable opinion, compatible with the other residents in your Flat;
 - d) not already living in University-owned or University-administered accommodation.
- 6.14 Your replacement will have to enter into a contract for the remainder of the Period of Stay. When they do this, the new contract will bring your contract to an end. You will still have to pay us any charges that arose before the contract ended. For example, if you caused damage to the room before your contract ended, you will still have to pay for that damage.
- 6.15 You may only make one application each term under clause 6.11, 6.12 or 6.13. You may not make an application in the same term under more than one of these clauses.
- 6.16 If you exchange rooms, transfer agreements or move into a vacant room without obtaining our written permission in advance, you must move back into the Accommodation if we ask you to do so. We may charge you a reasonable administration fee and/or refer the matter for disciplinary action for failing to comply with your obligations in these terms and conditions.

Completion and continuation students

- 6.17 If you were registered as a continuation or completion student at the start of your contract, and you complete your academic work before the end of your contracted Period of Stay and stop being a registered student, you may terminate your contract by giving us 4 weeks' written notice. The notice must state the date on which it was sent to us and the date (which must be at least 4 weeks later) by which you will vacate the Accommodation. You will be liable for the Accommodation Fees and other charges payable under these terms and conditions until the second of these dates.

7. DOUBLE ROOMS (IF PART OF A FLAT)

- 7.1 Where the Accommodation is part of a Flat and is advertised as being a double room, this clause 7 applies but not otherwise. Clause 8 applies to self-contained accommodation.
- 7.2 If you wish to have a second person living in the Accommodation with you, you must notify us in writing of their name and provide us with such other information about them as we may reasonably require. If we agree to that person sharing the Accommodation, they will be a Permitted Occupier. As the person who has entered into the contract with us, you are liable for the Accommodation Fees, and for any loss or costs we incur as a result of the Permitted Occupier's presence in the Building.
- 7.3 If we have agreed to a Permitted Occupier sharing the Accommodation, you may share it with them (and only with them). We will normally only agree to a Permitted Occupier if they are a student at the University and do not have a contract with us for another room.
- 7.4 You must inform us if the Permitted Occupier stops living at the Accommodation. You will remain liable for the Accommodation Fees in full, whether or not you have a Permitted Occupier living with you.
- 7.5 If you no longer wish to live at the Accommodation and the Permitted Occupier is a University student, you may transfer the Accommodation contract to them in accordance with clauses 6.13(a) (b) (c) and clauses 6.14 to 6.16.
- 7.6 The University shall not be obliged to relocate either of you if you and the Permitted Occupier no longer want to live together.
- 7.7 It is your responsibility to make sure that any Permitted Occupier moves out of the Accommodation at the end of the Period of Stay. You will be responsible for any losses or costs we reasonably incur if they do not do so.

8. SELF-CONTAINED ACCOMMODATION

- 8.1 Where the Accommodation is self-contained (eg studio, bed-sit or single-household flat) this clause 8 applies but not otherwise. Clause 7 applies to double rooms which are in a shared Flat.
- 8.2 If you wish to have another person living in the Accommodation with you, you must notify us in writing of their name(s) and provide us with such other information about them as we may reasonably require. If we agree to those person(s) sharing the Accommodation, they will be Permitted Occupiers. As the person who has entered into the contract with us, you are liable for the Accommodation Fees, and for any loss or costs we incur as a result of the Permitted Occupiers' presence in the Building.

- 8.3 If we have agreed to a Permitted Occupier sharing the Accommodation, you may share it with them (and only with them). We will normally only agree to a Permitted Occupier if they are members of your household.
- 8.4 You must inform us if the Permitted Occupier stops living at the Accommodation. You will remain liable for the Accommodation Fees in full, whether or not you have a Permitted Occupier living with you.
- 8.5 If you no longer wish to live at the Accommodation and at least one Permitted Occupier is a University student, you may transfer the Accommodation contract to them in accordance with clauses 6.13 (a) (b) (c) and clauses 6.14 to 6.16.
- 8.6 The University shall not be obliged to relocate either of you if you and the Permitted Occupier no longer want to live together.
- 8.7 It is your responsibility to make sure that any Permitted Occupier moves out of the Accommodation at the end of the Period of Stay. You will be responsible for any losses or costs we reasonably incur if they do not do so.
- 8.8 You will be responsible for removing your rubbish from the Accommodation and placing it in the external bins provided. We will not empty the kitchen bins as provided in clause 3.2.2.
- 8.9 You are not permitted to smoke in the Accommodation (or any Shared Areas serving it). We will not treat damage caused by smoking as fair wear and tear and you will be charged for damage/additional cleaning for the Accommodation or Contents by smoking.

If you require a copy of these Terms and Conditions please contact the Student Services Hub. Alternatively an electronic and printable version of these Terms and Conditions is available from: <https://www1.essex.ac.uk/accommodation/policies/default.aspx>