

Conditions of Residence

Please read the following conditions carefully, once you have read and understood the conditions, please sign the Accommodation Contract. Residents are required to observe the Conditions of Residence, as they have been designed to help the resident community live and work together.

1.0 Right to occupy the Premises

Subject to the terms of these Conditions of Residence, the University grants the Student the right to occupy the Premises for the Period and to use (jointly with all others authorised by the University) the communal facilities designated by the University. In the case of a shared room the University may specify the other student(s) who shall occupy that room.

2.0 Payment of Total Charge

Except where the Accommodation Contract comes to an end under clause 4 or 5, the Total Charge for the Period is payable for the right to occupy the Premises and whether or not the Student physically occupies the Premises during the Period. If the Total Charge, and any additional charges, are not paid within 14 days of date specified in the Accommodation Contract the University reserves the right to levy a late payment fee. The late payment fee will be calculated through the application of interest (Bank of England base rate plus 3%) on the overdue amount for the number of days that the payment has been outstanding.

3.0 Payment of Additional Charges

The Student is responsible for paying, in addition to the Total Charge the Additional Charges specified in the Accommodation Contract. The Student shall pay the Additional Charges within 14 days of receipt of a demand for payment.

4.1 Agreed early termination and moving to other accommodation

- (i) The Student may request that the Accommodation Contract comes to an end before the expiry of the Period provided that either:
 - (a) Another student of the University, who is not already contracted into University accommodation, agrees to take over their Accommodation Contract for the remainder of the Period. This is only applicable where the University has no other capacity in Halls of Residence to accommodate the incoming student.

Or

 - (b) The named student gives 6 weeks' notice in writing to Accommodation Services if withdrawing from their course at the University or transferring to another institution. The 6 weeks period will be taken as notice to vacate the allocated accommodation and the named student will be liable for the payment of constituents of the Total Charge until the 6 week notice period has elapsed.

If the Accommodation Contract comes to an end as above the Student will receive a pro rata refund of the Total Charge.

- (ii) Subject to availability, the agreement of the University (which will only be given if all payments are up-to-date), the payment of an administration charge of £25.00 and the Student signing a new Accommodation Contract the Student may transfer to other accommodation provided by the University during the Period.
- (iii) If the named student occupies a shared room and a vacancy in that room occurs, the student remaining will be charged rent at the rate for large single occupancy, or be given the opportunity to move to another room which may involve being charged at the single occupancy rate. To also accept that the University will reserve the right to re-fill any vacancy in a twin-bedded room with a

student allocated by the University (the rent will then revert to the twin rate).

- (iv) Where reasonably necessary, whether for the more efficient management of the University's accommodation in accordance with the principles of good estate management or in the interests of health, safety and welfare of a Student, the University may require the Student to move to alternative University controlled accommodation by giving seven days' notice in writing at any time and the Student shall sign a new Accommodation Contract.
- (v) Students must vacate their room by 10am on the last date notified on their accommodation contract unless an extension to contract has been formally agreed and paid for in advance. Students must note that any extension may not be in the same room as they occupied during term-time. Any resident staying beyond the last date notified on their accommodation contract who has not agreed an extension to contract will be charged rent at the daily rate for the number of days they remain in the accommodation after their contract end date.

5.0 University option to terminate if not a Student

The University grants the Student the right to occupy the Premises in order to enable them to attend the University as a Student. The Student occupies the Premises under Schedule 1 Paragraph 8 of the Housing Act 1988 and not by virtue of any assured tenancy. If the Student ceases to be a student of the University (for whatever reason) the University will bring the Accommodation Contract to an end by giving one month's notice in writing to the Student.

6.1 Student liabilities

The Student shall (without prejudice to all other remedies of the University under the Accommodation Contract) be liable for:

- (i) any damage or loss incurred by the Student or a guest of the Student;
- (ii) any damage or loss to communal parts of the block/hall of which the Premises form part, for which they have been found responsible through the University's disciplinary process;
- (iii) any fees or monies owing to the University;
- (iv) any outstanding bills (e.g. for gas, electricity, telephones) payable by the students;
- (v) any cost of replacement of keys and/or locks caused by the student or a guest of the student;
- (vi) any exceptional cleaning costs for the Premises;
- (vii) any outstanding fine arising from a breach of the Conditions of Residence, as determined through the relevant disciplinary process under the Student Code of Conduct.

During the year Students will be notified of any sums payable to the University, which will be added to their account. Following the Student's departure, Students will be invoiced for the cost of any outstanding liabilities following an End of Tenancy Inspection.

7.1 Remedies of the University for breach of terms

- (i) The University may bring the Accommodation Contract to an end before the end of the Period if any part of the Total Charge is in arrears for fourteen days (without the need for a formal demand), if any part of the Additional Charges are not paid when due or if the Student breaks any of his/her obligations under the Accommodation Contract. **The above does not affect the statutory protections of the Student.**
- (ii) The Student may be fined or otherwise sanctioned through the University's disciplinary processes by Student Services staff, Adjudication Officers and Accommodation Officers, as detailed in the Halls Handbook, for a breach of the Conditions of Residence 9 (a-k) and 10 (a-q).

- (iii) Action under these Conditions of Residence, whether in respect of damage to the Premises and/or non-payment of sums payable and/or any breach whatsoever of the same does not preclude the University from taking further action under the University's Student Code of Conduct, as outlined in the Student Handbook.

8.0 Vacating of the Premises

The Student's right of occupation of the Premises will (unless terminated earlier under the Conditions of Residence) terminate at the end of the Period. Upon termination, whether at the end of the Period or earlier, the Student shall vacate the Premises in a clean and tidy condition and return keys immediately to the Main University reception or Accommodation Office.

9.1 The following conditions relate to behaviour.

The student agrees to abide by the University's student code of conduct and in particular:-

- a) not to cause any nuisance or annoyance to the neighbourhood or to anyone else residing in University accommodation and in particular not to make or allow any loud noise that is audible outside rooms or the property at any time;
- b) not to hold or participate in any social gathering in University accommodation at any time for reasons of health and safety and risk and disturbance to other residents;
- c) not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Premises. Not to sell goods or services to other students or leaflet rooms/noticeboards on behalf of other organisations.
- d) not to use his/her room or knowingly allow his/her room to be used for committing any illegal act. This includes the abuse of substances as described in the Misuse of Drugs Act 1971; A distinct and persistent smell of cannabis in a room/flat is considered by Accommodation Management, Accommodation Staff or Accommodation Security to be indicative of drug use, regardless of whether or not drugs are found in the room/flat.
- e) not to allow anyone other than authorised students to sleep in the allocated accommodation except for adult visitors of the named student, who may remain in the accommodation overnight for a maximum of two consecutive nights during the weekend. Nor to have any visitors stay on consecutive weekends. Visitors are not allowed to stay overnight or during the day in the allocated accommodation without the named student being present; Visitors cannot stay in shared rooms overnight without the consent of the other occupant.
- f) to accept responsibility for their own behaviour and the behaviour and safety of their guests and to accept responsibility for the security of the building, damage and undue wear and tear or disturbance caused by themselves or their guest;
- g) to abide by any fire regulations and/or safety regulations displayed in the Premises and not to interfere with any fire equipment, not to misuse or tamper with fire alarms and not to cover or deface any fire or safety notices. To evacuate the Premises immediately in the event of an alarm sounding;
- h) not to create a health hazard on the Premises and to immediately remove or remedy any such hazard notified to the Student by the University. The University shall determine what constitutes a health hazard and if the Student does not comply with any such notice the University may take all steps to remedy, remove and dispose of the health hazard;
- i) not to create any safety hazard on the Premises (including without prejudice to the extent of the said obligation, not to obstruct or interfere with any means of escape from the Premises in an emergency by placing items in corridors and passageways). On request by the University the Student shall immediately remove any safety hazard. The University shall determine what constitutes a safety hazard and have the right (without prior request for removal) to remove and destroy dispose of (at any time) or store any item causing a safety hazard. In the event of the University storing anything removed from the Premises a reasonable storage charge shall also be payable.-The relevant item may be retained by the University until the said sums have been paid in full and the University shall not be liable for any loss or damage suffered by the Student by the exercise of the said right by the University.
- j) to respond immediately and positively to the instructions of all Resident Staff, Security and Reception staff and other members of the University staff with responsibilities for community development and discipline within the residences.
- k) to comply with all reasonable regulations made by the University for the better management of any of the University's Premises.

10.1 The following conditions relate to domestic arrangements.

The student agrees:-

- a) not to cause any damage to the furniture, furnishings and fittings and to keep the furniture, fixtures and fittings clean and in good condition. Not to allow baths, basins, sinks or storage systems to overflow and to take reasonable care to keep gullies, waste pipes and drains free from obstruction;
- b) not to make any additions, alterations, or exchanges to the accommodation nor to the furniture, furnishings, fixtures, fittings and décor or to remove from the Premises any furniture or other articles belonging to the University;
- c) not to keep any animals, other than guide dogs, nor to encourage stray animals into the Premises.
- d) not to work on any motor vehicles inside or outside of, and bicycles, inside of the accommodation;
- e) not to bring any car, bike or vehicle parts into accommodation;
- f) not to introduce any heating appliance into the Premises;
- g) not to store or use petrol, paraffin, candles, oil burners or other dangerous materials on the Premises;
- h) to permit authorised University staff and students with responsibilities for residences, the estate and resident students access to the Premises if they deem it necessary and in the interest of the University community. This will include the admittance of Accommodation staff to all study bedrooms during the term to carry out accommodation inspections (notice will be given to residents prior to inspections) and the regular visits by Residence Life Assistants.
- i) to co-operate with Domestic Services staff regarding their cleaning schedules; All communal areas in halls and flats must be kept in a suitable state to enable cleaning to take place as scheduled & bedrooms must also be kept clean and tidy. To remove all rubbish and recycling from kitchens on a daily basis.
- j) not to use kettles, cooking equipment or "one cup" elements in bedrooms. Each appliance to comply with all current relevant British Standard Specifications; be fitted with a correct fuse and only one appliance wired to one plug. Alteration to any University electrical equipment on the Premises is strictly forbidden. Not to use extra fridges, freezers, cookers, microwaves, washing machines or dryers on the Premises unless the Accommodation Office has given prior consent.
- j) Not to use halogen desk and table lamps in Study Bedrooms located in Halls of Residence owned or leased by the University because of the risks of fire associated with such products.
- k) Not to use fat fryers/chip pans on the Premises,
- l) Not to use BBQ's within University grounds other than in designated BBQ areas;
- m) Not to bring into, or store any form of weapon, real or imitation, in the residences.
- n) Not to display posters or other items which may be considered obscene or offensive and to attach posters/notices only to the designated pin board, where the pin board is located. Obscene/offensive items will be removed and Fines/damage charges will be imposed if other walls in the rooms are damaged by persons attaching posters/notices to the paintwork
- o) To be responsible for the security and safety of all room, flat, hall keys and swipe cards for their allocated accommodation. The named student should not issue the keys of their allocated accommodation to anyone else and is responsible for returning them at the end of the accommodation period. To report any lost keys to the Accommodation Office immediately and pay for replacement keys promptly. Students are not permitted to re-cut keys that give access to University accommodation.
- p) Not to store push bikes in communal areas or study bedrooms in the halls or flats, but to use the bike store/racks as provided.
- q) To leave any gardens or grounds attached to the Premises in a clean and tidy condition.
- r) To regularly check personal University email accounts for any accommodation correspondence.
- s) Not to play or partake in any ball, frisbee or other game nor engage in water/food fights or other dangerous horseplay in the halls or the area immediately outside the Premises, in order that other residents/staff are not disturbed.
- t) Not to smoke anywhere in Halls including communal areas or study bedrooms, this includes the prohibition of smoking E-cigarettes, vaping, Shisha or using Shisha Pipes.

- 10.2 Students who are residents in a show flat must at all times comply with the Show Flat Terms and Conditions which are appended to this agreement in Annex 1.

Please retain this copy of the Conditions of Residence for reference and read the Halls Handbook for further conditions, information and advice. If you have any questions relating to your contract or Conditions of Residence please contact the Accommodation Office.

Annex 1

Show Flat Terms and Conditions

- (1) Residents of a show flat must abide by the Show Flat Terms and Conditions and the Conditions of the Residence policy.
- (2) Residents in designated show flats will receive an incentive. Show flat residents will have £50.00 credited to their Cumbria Cards.
- (3) As an additional service to show flat residents only, a basic weekly clean of the show flat will be undertaken by the University of Cumbria Domestic Services team. However, there is an expectation that residents will keep communal areas clean and tidy as outlined in Clause 5 of these Show Flat Terms and Conditions.
- (4) Students who occupy a show flat will be given 7 days' notice of any required access to the flat for tours of the accommodations communal areas and bedrooms.
- (5) Students must keep their communal areas and bedrooms to an acceptable level at all times, especially when a tour is scheduled. Examples of an acceptable level are:
 - a) Bins must not be left to overflow and should be emptied regularly in line with your conditions of residence, especially in the event of a tour scheduled.
 - b) Pots, pans and crockery must be washed and put away after use to prevent build-up of dirty dishes and blocking the sink in line with the conditions of residence, especially in the event a tour is scheduled.
 - c) The carpets in the communal hallway and lounge should be vacuumed by the residents.
 - d) The kitchen floor must be mopped at least once a week.
 - e) Kitchen surfaces and appliances should be wiped down after use, including Hobs, Inside of Oven, Inside of microwave in line with the conditions of residence, especially in the event a tour is scheduled.
- (6) Students shall not display any inappropriate or offensive materials on notice boards or use explicit language on white boards.
- (7) Furniture should not be moved from its original position where possible.