

**Contractual Licence Agreement:
Terms and Conditions of Accommodation Occupancy**

Please read the following Terms and Conditions of Occupancy as they form a part of the legally binding agreement you are being asked to sign. Before doing so please ask if there is anything you do not understand.

This Licence Agreement does not, and is not intended, to create a tenancy of the premises. A student occupies the premises as a licensee and does not have exclusive possession of the premises. This licence is governed by English Law. International students may find this different to laws which apply in their own country. Please ask for advice if there is anything you do not understand.

In signing the Agreement you agree to abide fully by these Terms and Conditions, which include paying for the full contractual period. If you move into the accommodation without having signed the Agreement, you will be deemed as having accepted this Agreement by your actions. You are of course free to take independent legal advice on the contents of this Agreement

1. Our Responsibilities (Askham Bryan College)

- 1.1 An offer of College accommodation is subject to the Terms and Conditions set out below, adherence to these Terms and Conditions, as well as the rules set out in the Accommodation Handbook.
- 1.2 Askham Bryan College reserve the right to change your accommodation for reasonable operational reasons or where we reasonably consider that it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the accommodation.

2. Standard of Accommodation

- 2.1 We will provide accommodation that is maintained to a reasonable standard and complies with health and safety laws.
- 2.2 We will ensure that the furniture provided is of a reasonable standard.
- 2.3 We will ensure the communal areas of the onsite residences are cleaned on a regular basis.
- 2.4 We will carry out repairs within reasonable time limits.

3. Period of Occupancy

- 3.1 The room is offered under licence and the length of your occupancy period will be indicated to you on your contract. The occupancy period is not flexible and subject to clause 8, notice of no less than two (2) weeks by you to leave your onsite accommodation will be accepted within the period of the occupancy, other than where the College is materially in default of its obligations to you as occupant. The dates for holidays and half term are detailed in the Halls handbook. No changes may be made to allocated rooms unless permission is given by the Accommodation Manager.
- 3.2 Rooms must be personally occupied by you as a registered Askham Bryan student, and may not be used by or shared with anyone other than the designated person for that room. You agree not to

sublet or allow others to occupy the accommodation, and your rights under this Agreement are not transferable.

- 3.3 We reserve the right to require you to move to similar alternative accommodation due to alterations or building works being carried out at the accommodation or as a result of damage to the accommodation that we deem makes it unfit for occupation.
- 3.4 If the accommodation is rendered uninhabitable, for example by fire, the College shall endeavour to provide alternative accommodation. If alternative accommodation is not available within the College, a portion of the accommodation charges paid corresponding to the period of time during which the accommodation was uninhabitable will be refunded to the student.

4. Payment of Accommodation Fees and Deposit

- 4.1 There is a refundable Security Deposit of £300 to be paid upon application.

Fees are to be paid in the following way:

The accommodation fee will be split into nine equal instalments the first instalment will be due at the end of August (the date to be specified on an annual basis), keys will not be released unless payment has been made.

You will pay the remaining fees to the Finance Department using one of the following payment plans:

- One (1) annual payment upon receipt of invoice; or
- The remaining eight instalments to be paid monthly by Direct Debit (details to be specified on an annual basis).

Individual invoices will be sent out detailing the amount payable and the due dates for payment in line with your agreed payment plan.

- 4.2 The College shall hold the Security Deposit against dilapidations, breakages and unpaid accounts for which the student is liable under this Agreement.
- 4.3 The Security Deposit shall be returned to the student (without interest), less any reasonable deductions properly made by the College to cover any costs incurred or losses caused to it by any breaches of the student's obligations under this Agreement, after the end of the academic year or after the student's having vacated the accommodation with no intention or expectation of returning within that academic year, whichever is the earlier.
- 4.4 The Security Deposit shall be repaid to the student as described in clause 4.3 above as soon as reasonably practicable; however the College shall not be obliged to return the Security Deposit until after it has had a reasonable opportunity to assess the sums properly due to it under this Agreement. Save in exceptional circumstances the College shall not retain the Security Deposit for more than eight weeks.
- 4.5 If at any time during the period of the license there are excess charges for damage or cleaning these will be invoiced and are payable to finance thus leaving the security deposit intact.

- 4.6 Where catering is provided as an integral part of the accommodation package, no refund will be paid if the student does not take the meals provided.
- 4.7 It is the student/payer's responsibility to notify the Finance Department of any changes which will impact on their payments and if the student/payer fails to keep up with their monthly payments the following sanctions may be imposed:
- (a) Payer will incur a failed payment charge fee of £25 which will be applied to the student's account;
 - (b) After 3 failed collection attempts and no resultant remedy by the student, formal debt collection procedures will be instigated which may result in legal action;
 - (c) Failure to pay within agreed terms may result in commencement of formal debt collection procedures which may result in legal action;
 - (d) Student may be asked to vacate their room; and/or,
 - (e) Student may not be eligible to attend the graduation ceremony.
- 4.8 In the event if any legal action, then the College reserves its right to pursue you for the costs of any action, in addition to the debt itself, together with any interest on that debt that the debt may be subject to, such as statutory interest.
- 4.9 You will be charged for the cost of repair or damage caused in your room, or replacement cost of a missing item. The cost of repairing or replacing damaged items in communal areas like kitchens and corridors, and general areas will be apportioned between the students using the particular kitchen, or corridor, or complete block, whichever is the most obvious as judged by the Student Services Manager about damage caused. Where the perpetrator of the damage cannot be identified, the whole block or house (or part therein) becomes liable for a proportion of the communal damage charge.

5. Use of accommodation and communal areas

- 5.1 An inventory of the contents and condition of your room will be in your room upon occupation you will be deemed to have accepted this if it is not returned within one week to the Accommodation Office.
- 5.2 You must not use the premises for any purpose other than residential accommodation for yourself during the period of your attendance at the College and you must not carry on any profession, trade, business, illegal or immoral activities on the premises.
- 5.3 Students on a catered accommodation package will be issued with a meal card which will allow them to purchase food and beverages through any of the College's catering outlets. Cards will be credited weekly for catered accommodation. Failure to pay residential fees by the second week of term is likely to result in the card facility being withdrawn.

- 5.4 Students should note that any monetary value left on cards at the end of the term will be carried forward. Any monetary value left on cards at the end of the year is not refundable.
- 5.5 All residents must comply with the Askham Bryan College Code of Student Conduct. You agree to make the College aware of any changes in medical or criminal declarations prior to or during occupancy
- 5.6 You are required to abide by the rules relating to noise which govern your accommodation.
- 5.7 You agree to adhere to the rules contained in the Accommodation Handbook in particular but not exclusively those referring to alcohol, smoking drugs and curfew – any breaches of rules are considered a disciplinary offence, which will be referred to the College Student Services Manager. You will be held responsible for any visitors in your accommodation.
- 5.8 You agree to keep your room in a clean state and carry out your share of cleaning in the communal areas for which you are responsible. You agree that we may, at reasonable times, enter the accommodation to clean, inspect, repair or for any other reasonable purpose. Charges may be incurred where rooms or communal areas are found to be consistently dirty.
- 5.9 All student accommodation is designated as non-smoking and you and your guests are not permitted to smoke in any part of the block.
- 5.10 You agree that we may remove or exclude any visitor from the accommodation or any other part of the College where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons or themselves
- 5.11 You agree to carry your ID card at all times and wear your lanyard when out and about in the College grounds at all times of the day.

6. Respect for your living environment

- 6.1 You may not keep animals of any description in your College accommodation.
- 6.2 You agree not to give keys to your block/room to any other person.
- 6.3 You should ensure the building and your room/block is left secure. For example, you must not prop open external doors and you should lock your door and close windows when you are out. You are not permitted to enter and exit your accommodation via the windows.
- 6.4 You must remove your work wear and boots on entering your block and not wear working clothes and working footwear within your room, kitchen or stairwells.
- 6.5 You agree to report any damage/repairs at the time of discovery.
- 6.6 You agree to take all reasonable precautions to keep the premises adequately ventilated and free from mould and other damage caused by excess condensation.

- 6.7 If you have a television you accept responsibility for buying a television licence. The Television Licensing Authority may prosecute and issue fines of up to £1,000 if a resident is found to be using television receiving equipment but has no valid licence.
- 6.8 The College accepts no liability whatsoever for any loss or damage to the student's personal property within the accommodation or elsewhere on College premises. Your personal property will not be covered by the College's insurance policy and you are advised to take out appropriate cover.
- 6.9 If you lose your set of room keys you can, on production of your ID card, obtain a replacement set from the Accommodation Office. The cost of a set of replacement keys is £30.
- 6.10 You agree not to make any alterations to your room or communal areas furniture fixtures and fittings, nor fix any signs, placards, aerials, satellite dishes to any part of the accommodation.

7. Additional Rules & Regulations for Students Under 18 Years of Age

- 7.1 The College accepts a greater responsibility for students under 18 years of age living in College residential accommodation and has implemented additional regulations which are set out below
- 7.2 The care and provision of accommodation of under 18 year old students in halls of residence at the College is subject to the National Minimum Standards for Further Education Colleges, and is subject to inspection by the National Care Standards Commission (NCSC) and the Social care Common Inspection Framework (SCCIF)
- 7.3 Mixed visiting is NOT permitted in the blocks of male and female students under 18 years of age.
- 7.4 Students under 18 years of age must be in their residential accommodation by 23:00hrs.
- 7.5 Students under 18 years of age must not possess or consume alcohol on College premises.
- 7.6 Students are required to let the Safeguarding team know when they leave campus:
- after 5pm in the evenings
 - when they leave to go home at the weekends
 - when they leave at the end of term

They must also let the team know when they return to campus, they may do this by visiting the warden team or texting the given mobile number.

- 7.7 Students aged under 18 who wish to stay on campus over the weekend must ask permission to do so in advance from the Student Services Manager. A minimum of 48 hours' notice is required.
- 7.8 If and when parents give permission to their son/daughter to stay out after 23:00hrs, Askham Bryan College reserve the right to rescind permission if students behave in an unreasonable manner.

8. Termination of the Agreement

Cancelling during the first 2 weeks of the academic year

- 8.1 If a student wishes to move out of accommodation in the first two weeks of the academic year, they must advise the Accommodation Office in writing (letter or email) of their intention to do so.
- 8.2 Valid notice to terminate this Agreement can be given at any point during the 2 week period referred to above, including on the last day, ie “day 14” of the 2 week period.
- 8.3 Where clauses 8.1 and 8.2 apply, the student will only be charged for the calendar days (including incomplete days) they have occupied the room **including the period of any notice given by the student under this clause**. A “calendar day” is a day of the week including Saturday and Sunday and includes the time from midnight to midnight.

Cancelling after the first 2 weeks of the academic year, but before 2nd January following the start of this agreement

- 8.4 Where a student chooses to leave accommodation after the first 2 weeks of the academic year, but **before 2nd January following the start of the agreement**, the student **will be charged up to and including 1st January**
- 8.5 A refund of the student’s deposit will be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.
- 8.6 Amounts due will be calculated up to and including the date the student leaves accommodation. This date will be calculated from the date notice of the student’s intention to terminate this Agreement is received by the Accommodation Office.
- 8.7 Where clause 8.4 applies, for notice to be valid, the student must give at least 2 calendar weeks’ to terminate this Agreement which can be given at any point during the period referred to above, provided it expires either on or before **1st January**. A “calendar week” is defined as a period from midnight, Saturday to following midnight Saturday, or any period of seven consecutive days

Cancelling on or after 2nd January following the start of this agreement

- 8.8 If a student chooses to leave accommodation *on or after* 2nd January, the student **will be charged for the entire academic year**. A refund of the deposit will be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.
- 8.9 Where clause 8.8 applies, for notice to be valid, the student must give at least 2 calendar weeks’ to terminate this Agreement which can be given at any point during the period referred to above, provided it expires either on or before the end of the academic year.

Exceptional circumstances

- 8.10 The College may terminate this Agreement with immediate effect, and at any point during the academic year, if as a result of disciplinary action taken against the student, he or she is excluded from the College and or from accommodation.
- 8.11 In the event that clause 8.10 applies, the student understands that they will be charged **for the entire academic year**. A refund of the deposit will be still be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.
- 8.12 In the event that the College has to terminate with immediate effect, and at any point during the academic year, for any other reason, then where the student departs during the first 2 weeks of the academic year, the student will only be charged for the calendar days (including incomplete days) they have stayed in accommodation. A “calendar day” is a day of the week including Saturday and Sunday and includes the time from midnight to midnight;
- 8.13 Where the student departs after the first 2 weeks of the academic year, **but before 2nd January following the start of this agreement**, the student will be charged up to and including **2nd January**; or where the student departs *on or after 2nd January* and before academic year end dates, the student will be charged up to the end of the academic year, unless, and at the College’s sole discretion, the College considers it inappropriate to do so, for instance, because the reason for the student’s departure is because of safeguarding concerns.

9. Vacating accommodation

- 9.1 You agree to move out of the accommodation IF:
- You stop being a full time registered student or if you are otherwise legally required to do so.
 - We reasonably consider, because of your behaviour or for any other reason, that it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the accommodation.
 - If you do not leave the premises voluntarily then an order for possession from the court will be obtained so that you can be legally evicted. If that becomes necessary the court will be asked for an order that you pay the net loss of income to the College, its reasonable legal costs and expenses incurred in contemplation, preparation prosecution and enforcement of legal proceedings and interest.
- 9.2 At the end of the occupancy period, the room must be cleared of all belongings and the key/s returned to the Accommodation Office by the stated time (the key/s must not be given to another student to return). Failure to remove belongings or failure to return room keys will result in accommodation fees being charged at the full rate until the room is cleared and the key/s returned.
- 9.3 Students will normally be expected to remove all belongings from accommodation during the weeks outside of the occupancy period. Failure to do so may result in charges being made for the removal

and storage of your possessions in addition to the weekly accommodation rent charge. Alternatively the College may instruct staff to remove belongings (without being liable for any consequential loss or damage in the absence of culpable negligence or neglect on the part of the College). Residential accommodation during vacations or half-term is strictly by prior arrangement only, must be discussed with the Student Services Manager at least two weeks in advance, and will be subject to the normal weekly boarding charges or equivalent daily rate.

- 9.4 Following vacation of your accommodation, an inspection of your room will be carried out by the College as quickly as practicable, and in any event before the keys are issued to another occupant. If your personal belongings and property, including clothing, foodstuffs, books and coursework are not removed from the accommodation by the end of the Accommodation Occupancy Period, they will be removed and subsequently disposed of without liability on the part of the College.

Data Protection Notice

The information you have provided in support of your application is subject to the Data Protection Act 2018 and the General Data Protection Regulation (“GDPR”). It will be stored on paper and digitally on computer, so the College can process your enrolment and for various administrative, statutory and contractual purposes, including the provision of accommodation to you. By submitting this application you agree to the College processing your personal and sensitive data in this way. You also agree that in the event you are under 18 years of age, the College may contact your parent, guardian or carer.

Processing of your personal data is necessary to enable performance of this agreement. Your personal data will not be subject to any automated decision making and all data will remain within the UK/European Economic Area (“EEA”). The EEA includes EU countries and also Iceland, Liechtenstein and Norway. The College will retain the data of unsuccessful applicants for 2 years, 7 years for successful ones.

You have the right to withdraw this consent to this processing at any time; but please note, in the event that you do, this could have consequences in terms of the College being able to provide you with accommodation.

If you have any concerns about how your data is to be used, you can contact the College’s Data Protection Officer at DataProtection@askham-bryan.ac.uk. You also have the right to complain to the information Commissioner’s Office (“ICO”) at <https://ico.org.uk/concerns/>. For further details as to your rights under GDPR please go to <https://ico.org.uk/your-data-matters/> and see also the College’s Data Protection Policy available at <https://www.askham-bryan.ac.uk/the-college/college-policies> and on Moodle.

GUARANTOR AGREEMENT

Name of Guarantor:.....

Relationship to Student:.....

Guarantor's occupation:.....

Address:

.....

.....

Home tel. no:.....

Mobile tel. no:

Guarantor's email address:

IN CONSIDERATION of Askham Bryan College entering into this Agreement, the Guarantor HEREBY GUARANTEES the due observance and performance of the student of all the terms and conditions of this agreement including (without prejudice to the generality of the foregoing) the payment of all fees and any other monies due hereunder by the student named above.

In the event of the student being in default of any of the terms of this Agreement, the Guarantor shall be held responsible to Askham Bryan College and shall fully indemnify Askham Bryan College in respect of all monies and costs and other outgoings of whatsoever nature, which fall due for payment by the student under the terms of this Agreement.