

Accommodation Agreement

Residential Services 2009/10



UNIVERSITY OF EAST LONDON – STANDARD TERMS AND CONDITIONS OF RESIDENCE

If accepted, the Offer (1), these terms and conditions (2), which incorporate the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) (3), and the terms and conditions of the Block Halls Insurance policy (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>) (4) will create a contract which gives rise to legally binding obligations between the University and the Student. The Student should read all 4 documents and make sure s/he understands and agrees to them before making a commitment. It is the Student's responsibility to make sure they have read all 4 documents before accepting the Offer, so if any are missing, the Student should contact the University (telephone number 0208 223 5409). The agreement between the University and the Student is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before making a commitment if you feel you need it. Do not accept the Offer until you have read all the 4 documents listed above.

The Student must pay the Deposit and the first instalment of rent before accepting the Offer. Once the Student accepts the Offer, an accommodation agreement is created, with the University as the Landlord and the Student as the Tenant. The accommodation agreement is a legally binding contract. Where the Student has not formally accepted the Offer, but is or has been in occupation of the Accommodation, an agreement will be deemed to have arisen on these terms and conditions and the terms in the Handbook for Residents, but any such agreement may be terminated by the University in the circumstances set out in clause 4

Student	The student named in the Offer, whose home address is as stated in the Student's application for the Accommodation
University	University of East London, whose address for all purposes relating to this agreement, including the service of legal proceedings, is Docklands Campus, 4-6 University Way, London, E16 2RD Telephone: 0044 208 223 5409 (international) or 0208 223 5409 (UK) E-mail: dlres@uel.ac.uk
Accommodation	Accommodation at the Residence as described in the Offer
Accommodation	The fixtures fittings and equipment in the Accommodation listed on the inventory Contents in the Resident's Handbook
Flat Contents	The fixtures fittings and equipment in the Flat which are for students' use but which are not allocated to any one student's room
Contents	The Accommodation Contents, the Flat Contents and the Residence Contents or any of them
Common Parts	Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation
Deposit	The amount of deposit specified in the Offer
Flat	Where the Accommodation is a study-bedroom, the flat in which the Accommodation is situated
Offer	An offer of a tenancy of the Accommodation on these standard terms and conditions, made by the University to the Student
Payment Date(s)	The dates specified in the Offer as the dates when the Rent instalments must be paid, or such other dates as have been recorded in a payment plan agreed between the University and the Student
Residence	The Residence named in the Offer. "Residence" includes the Accommodation, the Flat and the Common Parts
Rent	The amount specified in the Offer, and which is payable in advance on or before the Payment Date(s). This sum includes the price of the Services.
Residence	The fixtures fittings and equipment at the Residence which are for students' use but Contents which are not allocated to any one flat
Services	(a) insurance and repair of the Residence (but students pay for damage they cause) (b) lighting and cleaning those Common Parts which do not form part of a flat (c) hot and cold running water, heating and electricity, drainage for the Flat (d) disposal of domestic rubbish deposited in the designated receptacles (e) surface cleaning the kitchen in the Flat (but not washing up or tidying away after students) (e) insurance of the Student's personal possessions under a block policy (f) internet use (local restrictions may apply to the Residence – see http://www.uel.ac.uk/residential/documents/licence.pdf) (g) telephone connection to the Accommodation (external calls are not included in Rent)
Tenancy Period	The period stated in the Offer during which the Student is entitled to occupy the Accommodation

In this agreement "University" includes all buildings belonging to the University and not just the main University building whose address is given on the first page of this agreement.

The University agrees to grant, and the Student agrees to take, a tenancy of the Accommodation for the Tenancy Period on the terms and conditions set out in the Offer and on these standard terms and conditions, which incorporate the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) and the Block Halls Insurance policy (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>). The Tenancy will entitle the Student to use the Contents and the Common Parts for their intended purposes. The University and the Student agree to comply with their respective obligations in these documents.

1.0 Student's Obligations

- 1.1 To pay the Rent to the University in advance by the instalments specified in the Offer on or before the corresponding Payment Dates.
- 1.2 To pay the Deposit to the University on demand if the Deposit has not been paid before the start of the Tenancy Period.
- 1.3 To pay the Council Tax for the Accommodation if at any time the Student is not exempt and to reimburse the University for any Council Tax it has to pay for the Residence as a result of the Student failing to maintain his/her exemption.
- 1.4 To check the Accommodation, the Common Parts in the Flat and their respective Contents when the Student moves in and to report any discrepancy to the University on the inventory form within 48 hours of taking occupation. If the Student does not report any damage, or missing items, at the start of occupancy the Student may not be able to rely on the inventory at a later date to prove that the damage was not the Student's fault.
- 1.5 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the Flat Contents, the Residence Contents and the Common Parts in a clean and tidy condition and not to damage them. Cleaning the Accommodation is the Student's responsibility. Cleaning the Common Parts within a flat is the joint responsibility of the students using them, although the University will provide routine surface cleaning of the kitchens. Cleaning the Common Parts outside the Flat is a Service provided by the University. The University may give the Student and/or (as appropriate) other students in the Flat written warning if the Accommodation or the Common Parts of the Flat need to be cleaner or tidier. If there is no improvement on the date of the follow-up visit specified in the notice, the University shall be entitled to hire cleaners to do the work and recover the cost of doing so from the Student or students.
- 1.6 At the end of the Tenancy Period to vacate the Accommodation (leaving it and the Flat clean and tidy, clear of all rubbish and personal belongings, and generally in a condition reasonably acceptable to the University) and to return to the University all keys/passes/fobs/access cards to the Accommodation.
- 1.7 To allow the University and others reasonably authorised by the University, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance, cleaning or repair. No notice will be given in an emergency, where the need for repair was reported by the Student, in relation to any matter affecting health and safety or the suitability of the Accommodation for habitation, or where the University has reasonable grounds to suspect that the Student is smoking or using unlawful drugs. The University will aim to inspect the Accommodation at least once in Semester A and once in Semester B and will give notification of inspection dates on notice boards and on the University website (<http://www.uel.ac.uk/residential/index.htm>). In other cases the University will aim to give 7 days prior notice for planned maintenance work during term-time and 24 hours prior notice for other purposes.
- 1.8 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property.
- 1.9 To comply with the University's policies, rules and regulations which the University makes available to the Student before the Student accepts the Offer (these include policies posted on the University's website). Without in any way limiting the Student's obligation to comply with all the University's policies, the Student must at all times comply with the University's no smoking policy in all parts of the Residence (including the Accommodation itself) and must ensure that the Student's visitors do not smoke while at the Residence.
- 1.10 To comply with the reasonable requests of University accommodation staff.
- 1.11 To report to the University immediately any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to the University immediately any suspicious circumstances likely to affect the security of any part of the Residence. Where the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to the University as soon as reasonably practicable (and in any event within 24 hours). To report to the University as directed in the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) any damage or want of repair at the Residence or any failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 1.12 To pay to the University all costs reasonably incurred by the University, or by other people or organisations that the University employs, in enforcing the Student's obligations in this agreement or arising from a breach of them (including a combined administration and interest charge of £25 for (i) change to bank instructions or details without giving notice to the University's Finance Department at least 15 days before the relevant Payment Date, or (ii) return of direct debit, credit card or cheque transaction or (iii) each demand for payment or reminder letter which the University properly and reasonably sends to the Student).
- 1.13 Where damage or loss occurs at the Residence and (despite all reasonable efforts) it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a £20 administration fee per student where the University (in its reasonable discretion) considers appropriate. The Student shall not be required to contribute to loss or damage which in the University's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this agreement relating to University security.
- 1.14 Promptly to send to the University a copy of any communication the Student receives which is likely to affect the Residence or the Accommodation, such as a notice from the local authority, or the owner of neighbouring property.
- 1.15 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Residence.
- 1.16 Not to remove, or cause damage to, any Contents.

- 1.17 Not to alter, add to or do anything which may cause damage to the electrical installation or any equipment in the Residence or which may be a fire risk or in any other way put the health and safety or security of others or the University's or other people's property or the Block Halls Insurance Policy (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>) or the university's buildings insurance cover at risk (policy details available on request). Interference with fire safety or fire prevention equipment is a criminal offence, punishable by imprisonment as well as a serious breach of this accommodation agreement. The Student must within 3 days of request either provide a safety certificate for, or remove from the Accommodation, any item which in the University's reasonable opinion, is unsafe otherwise the University may remove it without further notice to the Student, charge its proper and reasonable storage costs to the Student, and return it to the Student at the end of the Tenancy Period. Weapons, even if licensed, and replica weapons will always be treated as being unsafe in a student residence environment. Causing or increasing fire, health and safety or security risks will be treated by the University as a serious breach of this agreement, which could give rise to the University terminating the accommodation agreement early under clause 4. Important information about electrical equipment is set out in the Handbook for Residents (<http://www.uel.ac.uk/residential/documents/handbook.pdf>).
- 1.18 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.
- 1.19 Not at any time to leave the Accommodation unoccupied without locking the door and window. Not to leave the Residence main entrance open or to allow anyone to enter who is not a resident, or a representative of the University carrying identification, or accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to the University.
- 1.20 Not to bring additional furniture (including items such as fridges and cookers) into the Residence. Toasters and sandwich makers are permitted, but must only be used in designated kitchens and subject to the University's Health & Safety Policy ([URL]) and the requirements set out in the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>). Students who need to keep medication refrigerated may apply to the University for permission to keep a fridge in their Accommodation, and this will not be unreasonably withheld.
- 1.21 Not to use the Accommodation for any purpose other than as a study bedroom. Not to use other parts of the Residence for any purpose other than for its designated use.
- 1.22 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed on the conditions set out in the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>). Unauthorised occupation of the Accommodation will be treated by the University as a serious breach of this agreement, which could give rise to the University terminating the accommodation agreement early under clause 4.
- 1.23 To ensure that all the Student's visitors are booked in and out according to the procedures in the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) and, to avoid disturbance to others, not to receive any visitors in the Residence after 11.00 pm or before 8.00 am.
- 1.24 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others. Noise nuisance between the hours of 11.00 pm and 8.00 am will be treated as a serious breach of these terms and conditions and may lead to the University terminating the accommodation agreement early under clause 4. At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring property. Anti-social, offensive or disruptive behaviour will be treated as a serious breach of these terms and conditions and may lead to the University terminating the accommodation agreement early under clause 4.
- 1.25 Not to add to or change the telephone services to the Accommodation and not to add to or change the information technology services installation or supply in the Accommodation. Nothing in this clause prevents the Student from using their mobile telephone at the Accommodation.
- 1.26 Not to bring into the Residence any animal unless it is an aid for a person with a disability. The Student is requested to notify the University in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it (eg away from students who may be allergic to it). Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.
- 1.27 Not to keep any vehicle or vehicle parts in any part of the Residence or campus other than (i) bicycles in the designated cycle bays (available on a first come-first served basis); or (ii) mobility assistance vehicles in the parking spaces designated for them. Not to ride or drive any vehicle in the Residence unless it is a mobility assistance vehicle suitable for such use. Users of mobility assistance vehicles are requested to contact the University in advance as the University may need to make reasonable adjustments to accommodate the vehicle (without imposing any obligation on the University if the vehicle cannot reasonably be accommodated). Details of car parking arrangements are given in the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>).
- 1.28 Not to cause any obstruction of the Common Parts. Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to the University terminating the accommodation agreement early under clause 4.
- 1.29 When the Student leaves the Accommodation, the Student must give the University a forwarding address.
- 2.0 University's Obligations
- 2.1 The University may fulfil its obligations by delegating them to an agent.

- 2.2 To provide the Services, subject to the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) which includes reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from campus.
- 2.3 To provide the items in the inventory (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) at the start of the Tenancy Period and to repair or replace any damage (or missing item) which was not caused by the Student or their visitor(s).
- 2.4 The University will aim to give the Student at least 7 days' notice prior to entering the Accommodation during term-time for planned maintenance work. No notice will be given in the case of an emergency, for disrepair reported by the Student, for matters relating to health and safety or any other matter affecting the suitability of the Accommodation for habitation. For other purposes, and for planned maintenance outside term-time, the University will aim to give the Student at least 24 hours notice.
- 2.5 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods.
- 2.6 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of these terms and conditions or where there is serious risk of harm to the Student, to others, or to the University's or other people's property.
- 2.7 To make available to the Student on the University's website (www.uel.ac.uk), or available for inspection by prior arrangement, the University's:
- (a) Risk register for critical risks such as fire, outbreak of disease, or major disrepair and the University's procedures for dealing with such risks;
 - (b) Portable Appliance Testing (PAT) policy;
 - (c) Log of visits to unoccupied study bedrooms by University staff and contractors during term-time, giving the reason for access;
 - (d) Fault reporting and emergency procedures for use of the University's laundry facilities;
 - (e) Planning and building regulations consents (if any) applicable to the Residence;
 - (f) The Universities UK Code of Practice for the Management of Student Housing;
 - (g) The University's transport policy;
 - (h) The University's security plan;
 - (i) The University's service level statement on reporting and rectification of building defects.
- 2.8 Before the end of the first week of the Tenancy Period the University will provide the Student 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 or safety defect;
 - (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Flat and why cooking in the Accommodation or other areas outside kitchens is a safety risk and in breach of these terms and conditions; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; and the possibility of disciplinary action or criminal proceedings for mis-use of fire precautions equipment;
 - (c) how to get access to the Accommodation in the event of the Student losing their keys;
 - (d) cleaning schedules and students' 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 of the main residences officers, with out-of-hours emergency contact details;
 - (k) any special arrangements made to help with any disability the Student may have disclosed to the University.
- 2.9 To give a receipt for any of the Student's property which is confiscated under these terms and conditions.
- 2.10 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries, and allows the Student to inspect, appropriate identification documents.
- 2.11 Maintain any kitchen facilities in the Common Parts in good order and repair, and keep any equipment there in proper working order.
- 2.12 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.
- 2.13 Only to use the Deposit for the purposes permitted by these terms and conditions and promptly to return the Deposit (or any unused proportion of it) to the Student at the end of the tenancy.
- 3.0 Other conditions
- 3.1 The Student is responsible for the conduct of their invited visitor(s) at all times in any part of the Residence and on University property.
- 3.2 The Student hereby authorises the University and the University to use his/her personal data for all lawful purposes in connection with the Student's accommodation agreement (including debt recovery, crime prevention and detection,

measuring satisfaction, allocating rooms and ensuring an appropriate tenant mix in the Residence, managing insurance, enabling the University to carry out its duties, or where there is a serious risk of harm to the Student or to others or to the University's or others' property) and all matters arising from the Student's membership of the University.

- 3.3 The University's and the University's liability for loss or damage to person or property are excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in these terms and conditions. Personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to a maximum value of [£4,000] in total) are insured under the Block Halls Insurance Policy (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>), 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, and the terms of the policy, are available on (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>).
- 3.4 The University is not liable to repair any damage caused by the Student or the Student's visitors unless and until the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). The University will carry out the repair sooner where the repair is needed to make the Residence safe, but will be entitled to re-charge the cost to the Student and require payment within 7 days of invoice.
- 3.5 The University may temporarily or permanently suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them, but will not withdraw essential services (eg electricity and water supply).
- 3.6 The accommodation agreement between the University and the Student does not affect the University's disciplinary powers. A breach of the Student's obligations in these terms and conditions may also be treated as a breach of the University's Disciplinary Action Policy in the Essential Student Guide (www.uel.ac.uk/essguide) and Handbook for Residents 2009/10 (see <http://www.uel.ac.uk/residential/documents/handbook.pdf>) which are binding on all students from the point of registration.
- 3.7 The University is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student when the Student vacates the Accommodation. The University is entitled to remove any item left in the Residence by the Student when the Student vacates and shall not be obliged to return it to the Student (although the University will use all reasonable endeavours to contact the Student to arrange for an item to be collected if it is of obvious value and presumed left in error).
- 3.8 The tenancy to be granted in accordance with these terms and conditions will be a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988.
- 3.9 Notices under this agreement must be in writing (which includes email) unless the Student has a disability which prevents them from giving written notice, and the University's address for service is given at the start of these terms and conditions. Any notice required to be given by the University to the Student may be served by delivering it to the Accommodation (unless the University is aware that the Student has ceased to occupy the Accommodation) or by first class post or email to the Student's last-known address.
- 3.11 The University may use the Deposit to offset any sums which the Student owes to the University in relation to the Student's accommodation agreement, including arrears, administration charges, and charges for damage.
- 3.12 The Offer, these terms and conditions, the Handbook for Residents 2009/10 (<http://www.uel.ac.uk/residential/documents/handbook.pdf>), the policies and procedures referred to in them and the terms and conditions of the Block Halls Insurance Policy (<http://www.uel.ac.uk/residential/documents/endsleigh-cert.pdf>) contain all the terms agreed to by the University and the Student regarding the Accommodation at the time the accommodation agreement comes into effect and any variation to the terms will only be effective if agreed between the Student and the University's Residential Services Manager. The University will confirm any agreed variation to the Student in writing at the time the variation is made.
- 3.13 If for any reason beyond the University's reasonable control the Accommodation is not ready for occupation at the start of the Tenancy Period (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it) the University will offer the Student comparable alternative accommodation and the Student will accept it (provided it is comparable or better). Where the alternative accommodation is in the same Residence as the Accommodation, and of the same or better type, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University agreed to provide. In other cases, the Student shall be entitled to terminate the accommodation agreement if the Accommodation is still not ready for occupation after the first 4 weeks of the Tenancy Period, instead of continuing to live in the alternative accommodation.
- 3.14 If the Student stays in occupation of the Accommodation after the Tenancy Period has expired, the Student must continue to comply with their obligations in these terms and conditions (and in the documents referred to in them).
- 4.0 Termination of this Agreement
- 4.1 The University may (but is under no obligation to) terminate the accommodation agreement at any time if the Student has not taken up residence or made arrangements with the University for late arrival (which the University will confirm in writing) within the first 7 days of the Tenancy Period. The Student will be liable for the Rent until termination. The maximum period which the University will hold the Accommodation open for a late arrival by arrangement is 14 days (but it may agree to hold the Accommodation for longer if the first instalment of Rent has been paid).
- 4.2 The University may terminate the accommodation agreement at any time by serving notice on the Student if:
- (a) Any instalment of Rent is 14 or more days overdue

- (b) Any other payment the Student is required to pay by these terms and conditions (and the documents referred to in them) is 14 or more days overdue; or
 - (c) The Student is in serious or persistent breach of any of the Student's obligations; or
 - (d) The Student does not have status as a registered student of the University; or
 - (e) In the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or another person's property or makes them unfit to be in Residence and the University will take court proceedings against the Student if necessary to protect the University's interests.
- 4.3 The University may terminate this accommodation agreement at any time by taking possession of the Accommodation if the University reasonably believes that the Student has stopped living there. The University will use reasonable endeavours to re-let the Accommodation, but the Student will be liable for the University's net loss of income until the Accommodation is re-let or, if sooner, until the end of the Tenancy Period.
- 4.4 If the Student withdraws from their studies at the University the Student may apply to the University (for service of notices see clause 3.9) for early termination of this accommodation agreement. The University may, in its reasonable discretion, release the Student from his/her obligations for the remainder of the Tenancy Period but if a release is authorised it will be on the following conditions and will not be effective unless:
- (a) The Student makes payment for, or puts right, to the University's reasonable satisfaction any breach of the Student's obligations; and
 - (b) The Student pays Rent either:
 - (i) until a replacement student who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University enters into a accommodation agreement with the University; or
 - (ii) for a period of 4 weeks from and including the date of the Student's application for release whichever is the shorter period; and
 - (c) The Student pays a fee of £50 towards the costs of administration and cleaning the Accommodation. If a release is not authorised, the Student shall still be entitled to terminate this accommodation agreement under clause 4.5. The Student shall be entitled to remain in occupation of the Accommodation for the period covered by the Rent payment stipulated in clause 4.4(b).
- 4.5 Once the cooling-off period referred to in the Offer has expired, and if the Student is not authorised for release under clause 4.4, the Student may only terminate his/her accommodation agreement in accordance with this clause 4.5 and will remain liable for the Rent until:
- (a) The Student has given notice to the University's Residential Services Manager that s/he wishes to leave (for service of notice see clause 3.9); and
 - (b) The Student makes payment for, or puts right, to the University's reasonable satisfaction any breach of the Student's obligations; and
 - (c) A replacement student who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University enters into a accommodation agreement with the University (the University will assist the Student in finding a replacement, but does not guarantee it will be able to find one); and
 - (d) The Student pays a fee of £50 towards the costs of administration and cleaning the Accommodation.
- 4.6 The Student may apply to transfer to another room in the Residence or at another University residence but the Student must first:
- (a) apply to the University's Accommodation Service for a transfer;
 - (b) if a transfer is granted, enter into a new agreement for the new accommodation; and
 - (c) pay to the University a £50 administration fee;
 - (d) have complied with their obligations in this agreement in all important respects.
- 4.7 The University will make vacated rooms available to other students for room transfers, but transfers will not be treated as finding a replacement student and refunds of Rent will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms it has which are already vacant before allocating people on its waiting list to the Accommodation.
- 4.8 If the Student's accommodation agreement is terminated early by either the University or the Student the University will refund a fair proportion of pre-paid Rent and the Deposit (after making any proper deductions to cover its losses and charges properly payable under the agreement) as soon as possible after the termination becomes effective. Termination by the Student does not become effective until after all the conditions in clause 4.5 have been met. Pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University.
- 4.9 Conditions (b) to (d) in clause 4.5 and the University's "No Refunds" policy in clauses 4.5 to 4.8 shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the University's obligations in these terms and conditions, or because the Student is prevented from continuing their studies because of a disability.
- 4.10
- (a) The University reserves the right to relocate the Student to comparable alternative accommodation where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations the Student will have the right to terminate their accommodation agreement (without having to comply with the conditions in clause 4.5, and without compensation) as an alternative to relocating;
 - (b) Where the University relocates the Student because the Student is in breach of one or more of their obligations in these

terms and conditions (and the documents referred to in them) or where the relocation is made at the Student's request the Student shall pay the University an administration and cleaning fee of £50.

- 4.11 The University's acceptance of the keys at any time shall not in itself be effective to terminate the Student's tenancy while any part of the Tenancy Period remains unexpired.
- 5.0 Studio flats
- 5.1 This clause 5 applies only to the University's self-contained studio flats.
- 5.2 Where the Accommodation is a studio flat, references in these terms and conditions to the shared areas within a flat do not apply.
- 5.3 The Student will be solely responsible for keeping their Accommodation, including the kitchen, clean and tidy and the University is not responsible for cleaning any part of a studio flat.
- 5.4 The permitted use of the Accommodation is as a self-contained residential flat.
- 6.0 Summer extensions
- 6.1 The accommodation agreement does not permit the Student to remain in the Accommodation over the summer vacation, and the Student must vacate the Accommodation at the end of the Tenancy Period unless the university grants an extension, in accordance with this clause 6.
- 6.2 The university does not guarantee that all applications for summer extensions will be successful, because there is only a limited number of places available.
- 6.3 If the Student wishes to stay in university residences during the summer:
 - (a) the Student must have paid all Rent and other sums due under the accommodation agreement;
 - (b) the Student must have complied in all material respects with the other terms of their accommodation agreement throughout their Tenancy Period;
 - (c) the Student must apply for the extension using the form available from (<http://www.uel.ac.uk/residential/documents/handbook.pdf>) or the University's Residential Services Office, submitting the completed form and any supporting documents to the university not later than six weeks before the end of Semester B (<http://www.uel.ac.uk/acad-sec/>)
- 6.4 If the application for an extension is successful, the University will make the Student an offer, setting out the core terms of the extension and the deadline for accepting it.
- 6.5 The Student's cancellation rights set out in clause 4 do not apply to summer extensions.

END OF TERMS AND CONDITIONS

If manual:

Signed by the Student

Student, print name

Date Student signed

Signed for and on behalf of the University

Date University signed