

Accommodation Agreement

Residential Life 2020/21

uel.ac.uk/residential

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 2020/21 (www.uel.ac.uk/accommodation/accommodation-documents) (3) the Block Halls Insurance Policy(www.endsleigh.co.uk/reviewcover) (4) Student Code of Conduct (5) and Community Statement as amended during the Tenancy Period 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. If any documents are missing, the Student should contact the University (telephone number **0208 223 4445**). The agreement between the University and the Student is governed by English law which international students may find quite different from 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 5 documents listed above. The Student must pay the Deposit and the advance rent payment 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	<p>University of East London, whose address for all purposes relating to the Student's accommodation agreement, including the service of legal proceedings, is:</p> <p>Docklands Campus, 4-6 University Way, London, E16 2RD</p> <p>Telephone: +44 208 223 4445 (international) or 0208 223 4445 (UK)</p> <p>(UK) E-mail: ResidentialLife@uel.ac.uk</p> <p>In these terms and conditions references to "University" include all buildings belonging to the University and not just the main University building whose address is given above.</p>
Accommodation	Accommodation at the Residence as described in the Offer
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
Code of Conduct	The UEL Code of Conduct which outlines the expected behaviour a student accepts they will adhere to while studying at the University of East London.
Contents	The fixtures fittings furniture furnishings and equipment provided by the University for students' use
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, which is payable in instalments in advance on or before the Payment Date(s). The Rent includes the price of the Services.
Services	<p>(a) insurance and repair of the Residence (but students pay for damage they cause)</p> <p>(b) lighting and cleaning those Common Parts which do not form part of a Flat (c) hot and cold running water, heating and electricity, and drainage for the Flat</p>

- (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). No cleaning is provided in studio flats.
- (f) insurance of the Student's personal possessions under a block policy
- (g) internet use (restrictions may apply) – see: uel.ac.uk/hrservices/documents/emhandbook/computer_use.pdf
- (h) telephone connection to the accommodation (external calls are not included in the Rent)

Tenancy Period

The period stated in the Offer during which the Student is entitled to occupy the Accommodation.

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 2020/21 and the Block Halls Insurance policy (www.endsleigh.co.uk/confirm-your-cover).

The Tenancy will entitle the Student to use the Contents and the Common Parts allocated to the Accommodation for their intended purposes.

The University and the Student agree to comply with their respective obligations in these documents.

1 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 comply with the UEL Code of Conduct. Any breach by the Student of the Code of Conduct may be deemed by the University to be a breach of this Agreement.
- 1.3 To pay the Deposit to the University on demand if the Deposit has not been paid before the start of the Tenancy Period.
- 1.4 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.
- 1.5 To pay for any external telephone calls made from the Accommodation.
- 1.6 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 check in inspection record within 7 days of taking up 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.
- 1.7 To keep the Accommodation and its Contents and (jointly with other students) the Flat and its Contents in a clean and tidy condition. Cleaning the Accommodation is the Student's responsibility. Cleaning the Common Parts within the Flat is the joint responsibility of the Students using them, although the University will provide routine surface cleaning of the kitchens (except in studio flats). Cleaning the Common Parts outside a Flat is a Service provided by the University, but the Student must not cause those areas to become dirty or untidy. 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 from the Student or students. Keeping studio flats clean is entirely the responsibility of the Student.
- 1.8 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. The Accommodation must be left in a condition similar to its condition at the start of the tenancy and generally in a condition reasonably acceptable to the University. The Student must return to the University all keys/passes/fobs/access cards to the accommodation, the Flat and the Residence.

- 1.9 To allow the University and others reasonably authorised by the University, at reasonable times and after having been given reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance, cleaning, welfare or repair. 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 via email. At other times the University will aim to give 7 days prior notice for planned maintenance work during term-time. 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; for the prevention or detection of crime (including multi-occupancy suspicions), or where the University has reasonable grounds to suspect that the Student is in possession of or using controlled drugs, psychoactive substances (as defined by the Psychoactive Substances Act 2016) or smoking.
- 1.10 No notice will be given for the purposes of viewing and inspecting the common parts of the Accommodation.
- 1.11 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.
- 1.12 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 in particular comply at all times with the University's no smoking policy in all parts of the Residence (including the Accommodation itself), only smoke in the designated smoking shelters and must ensure that the Student's visitors do not smoke while at the Residence. The no smoking policy includes the use of shisha pipes, e-cigarettes and vaping and these devices must not be used in the Residence or the Accommodation.
- 1.13 To comply with the University's policies, rules and regulations concerning controlled drugs and psychoactive substances. The University operates a "zero tolerance" policy on the possession, supply, dealing or use of psychoactive substances and controlled drugs. The University's policy actively encourages police involvement where psychoactive substances and controlled drugs are concerned. If the University has reasonable grounds to suspect the Student's involvement with psychoactive substances or controlled drugs, the University will take such steps as are reasonably necessary to terminate this agreement and to exclude the Student from the Residence.
- 1.14 To comply with the reasonable requests of University Residential Life staff, Residential Life Scholars and others reasonably authorised by the University. To adhere to the UEL Personal Dignity policy www.uel.ac.uk/hrservices/documents/emhandbook/personal_dignity.pdf. The University operates a "zero tolerance" policy on abusive behaviour toward staff and others authorised by the University. Breaches of this nature may be considered gross misconduct and the Student may face a UEL disciplinary.
- 1.15 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 2020/21 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.
- 1.16 To pay to the University all costs reasonably incurred by the University, or by other people or organisations acting on the University's behalf, in enforcing the Student's obligations in this agreement or arising from a breach of them (including without limitation taking legal advice about a breach or suspected breach of this agreement, whether or not legal proceedings are begun, tracing the Student if they have left the Accommodation, costs in excess of the fixed costs and court fees set out in the Civil Procedure Rules 1998 and costs of enforcing any judgment and applicable VAT).
- 1.17 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 notice from the local authority, withdrawal notice from the University, or the owner of neighbouring property.
- 1.18 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Residence.
- 1.19 Not to remove, or cause damage to, any Contents. Not to replace any light bulbs in the Residence or Accommodation with halogen bulbs.
- 1.20 Not to use in the Residence or in the Accommodation incense sticks, candles or any product or device that has a naked flame.
- 1.21 Not to bring onto or use in the Residence or any University property fireworks or any other banned items.

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 (www.endsleigh.co.uk/confirm-your-cover), or the University's buildings insurance cover at risk (policy details available on request).

- 1.22 Important information about electrical equipment is set out in the Handbook for Residents. Causing or increasing fire, health and safety or security risks will be treated by the University as a serious breach of these terms and conditions, which could give rise to the University terminating the Accommodation agreement early under clause 4.
- 1.23 Within 3 days of request, either to provide a safety certificate for, or remove from the Residence, any item (other than Contents) 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. Items which are perishable or which it is illegal to possess will not be returned. Weapons, even if licensed, and replica weapons will always be treated as being unsafe in a student residence environment and may not be returned.
- 1.24 Not knowingly, recklessly or carelessly to activate or interfere with any fire safety or prevention or detection equipment without due cause. Interference with fire safety or fire prevention or detection equipment is a criminal offence, punishable by imprisonment, as well as a serious breach of this agreement. False fire alarms are very inconvenient for other residents and can be dangerous if other residents start to ignore the alarms as a result. If an alarm is activated, the University will ascertain the cause of activation and, if no cause is apparent, the University will test the sensor and the alarm. If the University is unable to find a technical fault, or just cause for activation, the occupier(s) of the relevant part(s) of the Residence will be held responsible for activation without due cause. On the first occasion, the University will contact the occupier(s) concerned and ask them to take greater care. If there is a second occasion, the University will serve formal warning on the occupier(s) concerned. If there is a third activation without due cause, it will be treated by the University as a serious breach and/or persistent breach of these terms and conditions, which could give rise to the University terminating the Student's Accommodation agreement early under clause 4.
- 1.25 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains of the Residence.
- 1.26 Not at any time to leave the Accommodation unoccupied without locking the door and window.
- 1.27 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. Not to transfer possession (permanently or on a temporary basis) of keys or University Identification Card to any other resident, student, visitor, guest or other person at any time. 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.
- 1.28 Not to use the Accommodation for any purpose other than as a study bedroom.
- 1.29 Not to use the Accommodation or any other part of the Residence for any purpose other than for their designated use. Not to use the Accommodation or any other part of the Residence for any illegal purpose or any purpose widely considered to be immoral.
- 1.30 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 (uel.ac.uk/fire-policy) and the requirements set out in the Handbook for Residents 2020/21. Students who need to keep medication refrigerated may apply to the University for permission in writing to Residential Life – residentiallife@uel.ac.uk at least 7 days prior to arrival to keep a fridge in their Accommodation, and this permission will not be unreasonably refused.
- 1.31 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 2020/21 and on the intranet. Unauthorised occupation of the Accommodation will be treated by the University as a serious breach of these terms and conditions, which could give rise to the University terminating this agreement early under clause 4.5

- 1.32 To ensure that all the Student's visitors are booked in and out according to the procedures in the Handbook for Residents 2020/21/20, or as communicated by the Residential Life Manager throughout the tenancy, and, to avoid disturbance to others, not to receive any visitors in the Residence after 11.00 pm or before 8.00 am.
- 1.33 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 Student's 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, violent, offensive or disruptive behaviour will be treated as a serious breach of these terms and conditions and may lead to the University terminating this agreement early under clause 4.
- 1.34 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 own mobile telephone or mobile broadband at the Accommodation.
- 1.35 Not to bring into the Residence any animal unless it is a trained 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 (e.g. away from students who may be allergic to it). The Student may not have more than one animal in the Residence without the University's written consent (and the University shall have discretion whether to give consent). Students will be responsible for the proper care and control of their assistance animal and any damage or nuisance which it causes.
- 1.36 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. This clause does not impose any obligation on the University if the vehicle cannot reasonably be accommodated. Details of car parking arrangements are given in the Handbook for Residents 2020/21/20.
- 1.37 Not to cause any obstruction of the Common Parts, any fire escape route or any fire exit. Obstruction of fire escape routes or fire exits 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. The University may immediately on discovery remove and dispose of any item blocking a fire escape route or fire exit.
- 1.38 When the Student leaves the Accommodation, the Student must give the University a forwarding address and notify correspondents that mail for the Student should no longer be sent to the Accommodation.
- 1.39 To attend meetings as requested by the Residential Life team. To fully cooperate in good faith with any Residential Life or UEL disciplinary investigations and processes as outlined in the Residential Life Handbook 2020/21 and/or the UEL Student Code of Conduct. A Student who does not cooperate in good faith will face disciplinary action and may be fined.
- 1.40 To alert the Residential Life team in writing within 7 days if the Student is withdrawn from the University or is no longer a full-time student.
- 1.41 To ensure the Residential Life Office have accurate and current contact details and to update the Residential Life team should these change. It is the Student's responsibility to ensure they receive all email communication from Residential Life.

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 2020/21 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 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, the prevention or detection of crime, or any 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 3.3 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 or previous written consent has been received.
- 2.7 To make 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 the Accommodation, whilst unoccupied, 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) UK Code of Practice for the Management of Student Housing;
 - (g) Transport policy;
 - (h) Security plan;
 - (i) 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 and 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 this agreement (perishable items, and items which it is illegal to possess will not be returned; weapons may not be returned).

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 to return the Deposit (or any unused proportion of it, as applicable) to the Student within 28 days of 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. This includes being responsible for any nuisance or damage their visitors cause or trespassing where the student has been previously excluded from the University.

3.2 The Residence, including the common parts, laundry rooms and "common rooms" are for residents only. Any visitor may be allowed access to the Residence, subject to the Student following correct procedures and at the discretion of the Residential Life Office. Any visitor may be banned from the Residence at the discretion of the Residential Life Manager. Students who have been previously evicted are not allowed in the Residence or common parts whether invited by a current resident or not.

3.3 The University will collect, use and store your personal data for the purposes of administering the contractual obligations set out in the accommodation agreement between UEL and you. All processing will be carried out in line with the Data Protection Act 2018 and full details of how we use your data can be found in our fair processing notice available on uel.ac.uk. In particular, you should be aware that Residential services will share your personal data with internal university departments where it has a legitimate purpose to do so such as the outcome of disciplinary proceedings, reportable incidents and incidents relating to the prevention and detection of crime or debt recovery.

3.4 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. 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 £5,000 in total) are insured under the Block Halls Insurance Policy (www.endsleigh.co.uk/reviewcover), 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 www.endsleigh.co.uk/reviewcover.

- 3.5 The University is not liable to repair any damage caused by the Student or by 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.
- 3.6 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 (e.g. electricity and water supply).
- 3.7 The 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 Code of Conduct and Handbook for Residents 2020/21 which are binding on the Student from the point of registration at the University.
- 3.8 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 it is a weapon, or perishable or illegal to have in one's possession) 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).
- 3.9 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.
- 3.10 Notices relating to this agreement and the Student's occupation of the Accommodation must be in writing (which includes email) unless the Student has a disability which prevents them from giving or understanding written notice. In such cases, notices can be given in a way that has previously been agreed between the University and the Student. The University's address for service is given at the start of this agreement. 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 will use the Deposit to offset any sums which the Student owes to the University or costs incurred by the University in the event the Student breaches any of the terms of this agreement including arrears of rent, and costs incurred remedying any default of the Student pursuant to this agreement.
- 3.12 The Offer, this agreement, the Handbook for Residents 2020/21 (www.uel.ac.uk/accommodation/accommodation-documents), the policies and procedures referred to in them and the terms and conditions of the Block Halls Insurance Policy (www.endsleigh.co.uk/reviewcover) contain all the terms agreed to by the University and the Student regarding the Accommodation at the time this agreement comes into effect. Any variation to the terms will only be effective if agreed between the Student and the University's Head of Residential Life. 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 The University will not permit continuing occupation after the Tenancy Period has expired, unless the Student has been granted an extension in accordance with clause 6. 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 this agreement (and in the

documents referred to in it). The University will take legal proceedings to recover possession of the Accommodation if the Student stays in occupation longer than they should as permitted by this agreement.

3.15 As of 1 August 2014, Rent is not currently subject to VAT.

3.16 If any clause in this agreement is held by a competent authority to be unfair or unenforceable, that clause shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible without altering the fundamental intent of the clause, the relevant clause shall be deemed deleted. Any modification to or deletion of a clause shall not affect the validity and enforceability of the remainder of these terms and conditions.

3.17 No persons under the age of eighteen are allowed in the Residence at any time during the Tenancy Period.

4.0 Termination

4.1 The University may (but is under no obligation to) terminate this agreement and the Student's right to occupy the Accommodation and re-let the Accommodation at any time during the Tenancy Period if the Student has not taken up residence. As long as the Student requests a late arrival date in writing, to reach the University by the end of the 7th day of the Tenancy Period, the University may agree not to try to re-let the Accommodation and agree to hold it for the Student for up to 14 days from the start of the Tenancy Period. (The University may (in its discretion) hold the Accommodation for longer if the Student has paid the first instalment of Rent). The University will confirm any such agreement to the Student in writing. If the Student does not take up residence, the Student will be liable to pay Rent from the start of the Tenancy Period until the Accommodation is re-let or, if sooner, until the end of the Tenancy Period.

4.2 The University may terminate this 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 this agreement (or the documents referred to in it) 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;
- (f) The Student is convicted of an offence involving controlled drugs or psychoactive substances or the University has reasonable grounds to suspect that the Student has committed an offence involving controlled drugs or psychoactive substances. The University will take court proceedings against the Student if necessary, to protect the University's interests.

4.3 The University may terminate this agreement and the Student's rights to occupy the Accommodation 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 early termination of their accommodation agreement. After considering the application, the University may, in its reasonable discretion, release the Student from his/her obligations for the remainder of the Tenancy Period, but it is under no obligation to do so. After submitting an application for release, the Student remains liable to pay Rent until the release is effective. If the University authorises a release it will be on the following conditions and the release will not be effective unless and until the Student:

- (a) makes payment for, or puts right, to the University's reasonable satisfaction any breach of the Student's obligations; and
- (b) written proof of the student's withdrawal is received from the Student Support Hubs

- (c) pays the University the equivalent of 4 weeks' Rent, or Rent until the University receives the student's keys, whichever is later.

If a release is not authorised under this clause 4.4, the Student shall still be entitled to terminate their accommodation agreement in accordance with clause 4.5.

4.5 There is no "cooling off period" for this agreement (see regulation 6(1)(d) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013). 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 written notice to the University's Residential Life Manager that s/he wishes to leave (for service of notice see clause 3.9); and

The Student makes payment for, or puts right, to the University's reasonable satisfaction any breach of the Student's obligations; and

- (b) 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 an accommodation agreement with the University for the Accommodation (the University will assist the Student in finding a replacement, but does not guarantee it will be able to find one); and

- (c) The Student pays a fee of £50 for the variation or assignment of this agreement.

For the University policy on helping to find replacement tenants, please see clause 4.6.

4.6 The University will make vacated rooms available to its existing tenants for room transfers, but transfers will not be treated as satisfying the obligation to find a replacement student for the purposes of clause 4.5, because transfers will not reduce the number of empty rooms in the Residence. A new occupier will only be treated as a replacement tenant where the empty space in the Residence caused by the Student's early departure has been filled so that there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation. Once the University has filled the rooms already available to let, the University will prioritise help with finding replacement tenants according to when a termination notice is received, taking into account any particular letting criteria applicable to the Accommodation (such as a building designated for postgraduates). The University does not guarantee that it will be able to find a replacement tenant. The University will only refund the Rent if and when the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University.

4.7 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;
- (c) reschedule any outstanding debt to a new payment plan;
- (d) pay to the University £50 towards the costs of varying this agreement;
- (e) have complied with their obligations in the accommodation agreement in all important respects.

4.8 If the Student's accommodation agreement is terminated early by either the University or by 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. Any Student whose accommodation agreement is terminated early by Notice to Quit will be liable for the entire tenancy unless the room is filled.

4.9 Conditions (b) to (d) in clause 4.5 and the University's "No Refunds" policy in clause 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 or independent living because of a disability.

4.10 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;

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 £50 towards the costs of varying this agreement.

Where the University relocated the Student as a precautionary measure pending any UEL disciplinary or police investigation the Student will not be liable to pay the University £50.

4.11 The University's acceptance of the keys to the Accommodation at any time shall not in itself be effective to terminate the Student's tenancy while any part of the Tenancy Period remains unexpired.

4.12 The Student will be liable for the cancellation costs as outlined in the Residential Handbook 2020/21 should the student wish to terminate their accommodation agreement before the tenancy commences.

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

6.2 This 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, for the same room, in accordance with this clause 6.

6.3 The University does not guarantee that all applications for summer extensions will be successful, because there is only a limited number of places available.

6.4 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 their 2020-21 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 guidance as communicated by the University's Residential Life Office and submit the completed form and any supporting documents to the University not later than the deadline specified by the University's Residential Life Office.
- 6.5 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. The offer may not be for the same room as the Student occupied during the Tenancy Period and the Student will have no right to Insist on being allocated any particular room.
- 6.6 The Student's cancellation rights set out in clause 4 do not apply to summer extensions and the Student will be charged the full advance rent should they change their mind.

7.0 Consumer Protection

- 7.2 The name of the supplier of your accommodation is the University of East London and its address for all matters in connection with this contract is Docklands Campus, 4-6 University Way, London E16 2RD. Telephone (+44) 0208 223 5409. E-mail ResidentialLife@uel.ac.uk.
- 7.3 The services which the University will be supplying are a furnished study bedroom with lighting, heating and water supply as described in the University's Offer to the Student.
- 7.4 The price of the Accommodation is stated in the University's Offer to the Student. This includes the Services described in these Terms and Conditions.
- 7.5 The arrangements for payment are set out in the University's Offer to the Student.
- 7.6 The Offer and the price remain valid until the deadline stated in the Offer. If the Student accepts the Offer before the deadline expires, the price remains valid throughout the Tenancy Period. If the Offer is not accepted by the deadline, the Offer will automatically lapse.
- 7.7 The minimum duration of this contract is for the Tenancy Period unless the Student or the University exercises their rights to terminate early as set out in accordance with these terms and conditions.

8.0 Special conditions – Covid-19

- 8.1 For your safety and security, your stay at the University accommodation will always be subject to appropriate government guidance and regulations. This particularly pertains to any restrictions imposed on the University and the community in case of a local or national lockdown.
- 8.2 By signing this agreement, you agree to follow any guidance issued by the University in line with governmental and regulatory policies in response to a Covid-19 outbreak, including but not limited to the Community Statement as communicated by the University from time to time.
- 8.3 If you have any concerns regarding measures taken by the University to ensure safety of the student community, you can contact: residentiallife@uel.ac.uk for a confidential conversation. Our Student Wellbeing team is here to support you if the global pandemic affects your wellbeing:
- 8.4 The University will make reasonable efforts for student residences to remain operational throughout any potential Covid-19 outbreaks. The decision to close the residences will only be upon adequate determination by the Public Health England, or an equivalent body. For the avoidance of doubt, future outbreaks and local lockdowns will not be sufficient grounds for termination and you will only be released from your tenancy under clauses 4.4 or 4.5 of this Agreement.

If your financial or personal circumstances are grossly affected by a new outbreak to an extent that you find yourself unable to pay rent or similar, you must contact Credit Control creditcontrol@uel.ac.uk at the University as soon as possible to

explore possible alternative arrangements. The University does not guarantee that any such alternative arrangement will be available to you and each case will be discussed on a case by case basis.

For the avoidance of doubt, if your disciplinary or non-payment record forms otherwise sufficient grounds for the University to initiate legal proceedings against you, the University reserves the right to commence such proceedings as soon as reasonably practicable during or following a Covid-19 outbreak, subject to legal limitations. In practice, this means that you cannot use the pandemic as means to seek a waiver of past debt or to avoid eviction.