

BURNLEY BOROUGH COUNCIL

CONDITIONS OF RESIDENCE – 2020/21

The Student will note that there are words in these Conditions which begin with capital letters: this is because some of these words are terms which are defined in clause 2 of these Conditions. Please refer to clause 2 to establish the meaning of any such words in these Conditions.

1 Important points to note:

- i) The Accommodation Contract is a licence (not an assured or secure tenancy or a tenancy of any nature whatsoever). This licence does not create a tenancy (a tenancy is a legal interest in the Premises). This licence does not confer an interest in the Premises but gives the Student a contractual right to occupy the Premises as a licensee.

This licence does not relate to a specific room within the Building and the Council reserve the right in its absolute discretion to transfer the Student to a different room at any time.

- ii) Please note that where a student wishes to give notice to the Council in connection with the Accommodation Contract, they should give such notice in writing to the Council's Service Provider, by email to StudentAccommodation@uclan.ac.uk
- iii) The monies paid to the Council in respect of accommodation include the reasonable use of gas, electricity and water.
- iv) Visitors cannot rely on these Conditions which form part of the contractual agreement between the student and the Council. Nothing in the Accommodation Contract shall confer on any third party (including visitors) any benefit or the right to enforce any provision of this licence.
- v) Please note that no Part Time Students are permitted to occupy the Premises.

2. Definitions and Interpretation

In these Conditions of Residence, unless the context requires otherwise, the expressions set out below shall have the following meanings:

“Accommodation Contract” means the contract between the Council and the Student for Council controlled residential accommodation. The Accommodation Contract is comprised of the offer and information provided as part of the online application for Student accommodation and these Conditions.

“Additional Charges” means any charge or charges imposed upon the Council or the Student as a consequence of the Student's occupation of the Premises.

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| “Building” | means the building situate at and known as Sandygate Halls of which the Premises form part. |
| “Conditions” | means these Conditions of Residence. |
| “Contract Period” | means the period starting on the date set out in the Accommodation Contract (or such earlier date as the Council may have agreed to allow the Student to occupy the Premises from) until the end date set out in the Accommodation Contract, as accepted by the Student. |
| “Council” | means Burnley Borough Council |
| “Council’s Service Provider” | means the service provider engaged by the Council to provide building management services in connection with the Building |
| “Full Time Student” | <p>A Student enrolled for the purpose of attending a course which lasts for at least one academic year, normally requires attendance of at least 24 weeks a year and involves on average at least 21 hours of study, tuition or work experience per week during term time; or</p> <p>Under the age of 20 and studying for at least 12 hours per week on a course which lasts for more than three months for any qualification up to A level, ONC or OND standard (correspondence courses, evening classes or courses taken in connection with a person's job, such as on day release, are not included).</p> |
| “Part Time Student” | A person who is not a Full Time Student |
| “Premises” | means the room or other premises in the Building specified in the Accommodation Contract or other room or premises to which the Student is required to move by the Council. |
| “Replacement Student” | means a student of UCLAN who does not already have an Accommodation Contract with the Council and is willing to replace a student who is wishing to move out of their Council accommodation. |
| “Student” | means the person named as the Student in the Accommodation Contract |
| “Total Charge” | means accommodation charges payable by the Student under the terms of the Accommodation Contract. |
| “UCLAN” | means the University of Central Lancashire Preston |

3. Right to occupy the Premises

Subject to the terms of the Accommodation Contract and subject to the Student being a Full Time Student, the Council grants to the Student the right to occupy the Premises for the Contract Period and to use (jointly with all others authorised by the Council) the communal facilities designated by the Council.

4. Payment of Total Charge

- (i) Except where the Contract Period comes to an end under clause 5 or 6 of the Conditions, the Total Charge for the Contract Period is payable for the right to occupy the Premises and remains payable whether or not the Student physically occupies the Premises during the Contract Period.
- (ii) If the Premises are destroyed or become uninhabitable through no fault of the Student, the Total Charge, or a fair proportion of it (to be determined by the Council) according to the extent of the damage, shall cease to be payable until the Premises can again be used by the Student or until the Student is accommodated in alternative accommodation arranged by the Council, whichever shall first occur. In such case the Total Charge shall be adjusted appropriately.
- (iii) If the Premises are destroyed or become uninhabitable as a consequence of an act or omission by the Student the Council may still demand payment of the Total Charge.

5. Agreed early termination and moving accommodation

- (i) The Student may request that the Accommodation Contract comes to an end before the expiry of the Contract Period provided that:
 - (a) he/she pays an administration charge of £25.00 and has paid up to date the Total Charge and Additional Charges; and
 - (b) a Replacement Student enters into and signs a new Accommodation Contract in respect of the Premises for the remainder of the Contract Period; and
 - (c) payment of all sums due up to that date in respect of the Accommodation Contract have been paid,

and if the Accommodation Contract comes to an end as above the Student will receive a pro rata refund of the Total Charge for the Contract Period for which the Replacement Student is entitled to occupy the Premises.

- (ii) Subject to availability, to the agreement of the Council (which will not be unreasonably withheld or delayed), to the payment of an administration charge of £25.00 and to the Student signing a new Accommodation Contract, the Student may apply to transfer to alternative accommodation arranged by the Council during the Contract Period.
- (iii) In exceptional circumstances where it is reasonably necessary, the Council may, upon providing the Student with 28 days' written notice (except in case of emergency), require the Student to move to alternative accommodation arranged by the Council at any time and in any of the following circumstances:

- the Premises being destroyed or becoming uninhabitable through no fault of the Student; or
 - where access is needed by the Council to the Premises as a result of essential works to other accommodation nearby that has become uninhabitable through no fault of the Council; or
 - for the more efficient management of the Council's accommodation in accordance with the principles of good estate management; or
 - in the interests of the welfare, health and safety of a Student.
- (iv) Where the Student is required for any reason in accordance with clause 5 (iii) of the Conditions to move to alternative accommodation arranged by the Council, the Council will endeavour to provide accommodation of the same or of a better standard as the Premises. Should the Student refuse to move to the alternative accommodation arranged by the Council for reasons which the Council in its absolute discretion is prepared to accept then the Student shall be entitled to terminate the existing Accommodation Contract and will not be obliged to enter into a new Accommodation Contract with the Council. If the Student is entitled to terminate the Accommodation Contract, the Council will make a pro rata refund of the Total Charge paid by the Student.
- (v) As set out in clause 8, following or during the course of any investigation into alleged breaches of the Conditions, the Council may in its absolute discretion;
- require the Student to move immediately to alternative accommodation arranged by the Council permanently or temporarily; or
 - require the Student temporarily to vacate the Premises; or
 - following the investigation, terminate the Accommodation Contract, thus requiring the Student to vacate his or her accommodation permanently.
- In the event that the Council exercises any /all of the above options, there shall be no right of appeal against the decision of the Council in respect of the exercise of this clause 5(v).

6. Option to terminate if not a Student

- (i) The Council grants the Student the right to occupy the Premises in order to enable him/her to attend at UCLAN as a Full Time Student. The Student does not occupy the Premises by virtue of any assured or secure tenancy or any other form of tenancy whatsoever. If the Student fails to enrol with UCLAN or fails to take occupation of the Premises or ceases to be a student of UCLAN or becomes a Part Time Student (for whatever reason) the Council may bring the Accommodation Contract to an end forthwith by notice in writing to the Student.
- (ii) If the Student withdraws from UCLAN he/ she should provide written notification of this to the Council's Service Provider by email to StudentAccommodation@uclan.ac.uk as soon as possible. On receipt of this written notification, the Accommodation Contract shall terminate:
- (a) 28 days after the date of written notification of withdrawal given by the Student to the Council's Service Provider or, **IF LATER,**
 - (b) the date on which all of the keys or means of electronic entry for the Premises are returned to the Council's Service Provider.

Termination is conditional upon verification of the Student's withdrawal from UCLAN. The Student shall remain liable for the Total Charge up until the termination of the

Accommodation Contract or if later, the date on which all of the keys and/or means of electronic entry for the Premises are returned to the Council's Service Provider.

7. Student liabilities

- (i) The Student shall (without prejudice to all rights and remedies of the Council under the Accommodation Contract or otherwise) be liable for:
 - (a) any fees or monies owing from the Student to the Council;
 - (b) any damage to or loss of property to the extent caused by the Student or a guest of the Student or a fair proportion of any damage or loss if it is caused by others as well as the Student or a guest of the Student;
 - (c) any liability to fines fees or costs incurred by the Council in the event that the Student occupies the Premises as a Part Time Student;
 - (d) any outstanding bills (e.g. telephones) payable to others by the Student;
 - (e) the reasonable cost of replacement of keys, means of electronic entry and locks damaged or replaced as a result of action or loss by the Student or a guest of the Student;
 - (f) any exceptional cleaning costs for the Premises and/or communal parts of the Building caused by any act or default of the Student or guest of the Student; and
 - (g) the reasonable cost of repairing or replacing any property on, around or within the Building (whether or not belonging to the Council) damaged as a consequence of an act or omission by the Student together with any costs incurred by the Council as a result of the act or default, unless the cost is covered by the Council's insurance and in that circumstance the Student's liability shall be limited to the sum of the insurance excess.
- (ii) All accommodation charges are inclusive of reasonable gas, electricity and water charges. However, where consumption is excessive (by reference to consumption of such services at similar student accommodation) the Council reserves the right to recover from the Student a reasonable sum to offset additional cost to the Council. Where possible, the Student will be provided with one written warning of potentially excessive use before any sum(s) are recovered from the Student. No notice need be given by the Council in the event of excessive use being suspected or actually caused by use that is in breach of other conditions of the Accommodation Contract (for example only, but not limited to, any breach of clause 10 (xii) of these Conditions or the carrying out of illegal activities on the Premises).
- (iii) The Council has the right to apportion, on a reasonable basis, to an individual student or to a group of students the liability to pay the cost of repairing damage caused by or arising from an act or omission of that individual or group of students or reimbursing the owner of any property damaged as a result of any such act or omission. Students will be invoiced for sums payable to the Council
- (iv) The Council has the right to apportion, on a reasonable basis (that shall be exercised at the absolute discretion of the Council) to the Student or a group of students (which may include the Student) the liability to pay the cost of repairing damage caused by or arising from an act or omission of that individual or group of students or reimbursing the owner of any property of the Council or the property of any other student resident in halls for damage caused as a result of any such act or omission. Students will be invoiced for sums payable to the Council.

8. Remedies of the Council for breach of terms

- (i) The Council may bring the Accommodation Contract to an end before the end of the Contract Period;
- if any part of the Total Charge is in arrears and has been formally demanded but remains unpaid (reasonable notice will be given to the Student warning them that the Accommodation Contract is to be terminated before the termination takes effect) ; or
 - if the Student breaks any of his/her obligations under the Accommodation Contract (after consideration of the seriousness and/or frequency of the behaviour alleged).

The above does not affect the statutory rights of the Student.

- (ii) If the Student breaches the Accommodation Contract the Council reserves the right to decline any future application by the Student to reside in Council controlled residential accommodation.
- (iii) The Council reserves the right to decline an application by a student to reside in Council controlled residential accommodation where the Council reasonably believes that the student poses a risk to the health and safety of other students and staff.
- (iv) The Council may require that any visitors of the Student be removed from Council property either temporarily or permanently in the event of any breach of the Student's Obligations by the Student or his/her visitors.
- (v) Where the Student fails to pay the Total Charge, the Council reserves the right to pursue the Student for the outstanding amount via the Courts.

9. Vacating the Premises

- (i) The Student's entitlement to occupy the Premises will (unless terminated earlier under the Conditions) terminate at the end of the Contract Period. Upon termination (whether at the end of the Contract Period or earlier) the Student shall vacate the Premises and leave them in a clean and tidy condition and return the keys to the Council's Service Provider.
- (ii) If any items are left on the Premises at the end of the Contract Period the Council may store them as it thinks fit and thereafter, if they are not collected by or on behalf of the Student within 28 days after the end of the Contract Period, dispose of them in such a manner as it reasonably thinks fit.

10. Student's obligations

The Student agrees to comply with the reasonable instructions of staff of the Council or the Council's Service Provider and/or contractors authorised by the Council or the Council's Service Provider and:

Use of the Accommodation

- (i) to inform the Council's Service Provider by email to StudentAccommodation@uclan.ac.uk immediately should the Student no longer be a student at UCLAN (for whatever reason);
- (ii) to inform the Council's Service Provider by email to StudentAccommodation@uclan.ac.uk immediately should the Student's status change from a Full Time Student to a Part Time Student;
- (iii) comply with the Conditions and ensure that visitors comply with the Conditions;
- (iv) only invite visitors onto the Premises and the communal areas which the Student knows and trusts;

- (v) to ensure that no visitor under the age of 18 remains on the Premises between 2100 and 0800 hours and that no other visitor remains in the Building between midnight and 0800 hours without the prior written permission either of the Council or the Council's Service Provider;
- (vi) to ensure that no visitor is present in the Building or the Premises without the Student also being present;
- (vii) not to cause nuisance or annoyance or discomfort to other occupants of the Building nor to users or residents of neighbouring or adjoining premises and to keep the Premises quiet between 2300 and 0800 hours;
- (viii) not to play music or make other noise which is audible from adjoining premises between the hours of 2300 and 0800;
- (ix) not at any time to cause noise which in the opinion of the Council or the Council's Service Provider is excessive;
- (x) not to allow any persons other than those authorised by the Council or the Council's Service Provider to reside in the Premises and not to keep nor permit to be kept any animal, bird or other livestock on the Premises or in the Building without the Council's permission. Note that this is not intended to prejudice any right or to contract out of any obligation under the Equality Act 2010 (for example only and not limited to permitting guide dogs where necessary for impaired students);
- (xi) to act responsibly and not recklessly in the Premises and the communal areas to avoid causing damage to Council accommodation and/or financial loss to the Council;
- (xii) not to install or permit the installation of any telecommunication cables, apparatus or equipment of any kind on the Premises;
- (xiii) not to carry on a business from the Premises;
- (xiv) not to cook, prepare or store any food or drink, whether hot or cold, in the Premises except in such areas of the Building as are specifically designated for such by the Council (except for drinks and food for immediate or imminent consumption by the Student);
- (xv) not without written permission from the Council to do so to keep bikes in the Premises or the communal areas except in areas designated for the storage of bikes by the Council;
- (xvi) not to buy alcohol on behalf of or supply alcohol to other students, residents or visitors in the Building who are under 18 years of age;
- (xvii) to immediately disclose to the Council in writing any criminal conviction that is made in respect of the Student. The Council shall be entitled to take such steps as it may consider appropriate at any time where such conviction may (in the reasonable view of the Council) present a possible risk of either harm or a harmful influence that a Student poses to themselves or others.

Damage and Alterations to the Accommodation

- (xviii) not to allow baths, basins, sinks or storage systems to overflow and to take reasonable care not to block or obstruct gullies, waste pipes and drains;
- (xix) (save for fair wear and tear) to keep the Building and the Premises, communal facilities, furnishings, fixtures, fittings and decorations in the same condition as recorded by the Council at the commencement of the Contract Period and not to allow the Building, Premises, Communal Facilities, fixtures, fittings and decorations to become dirty;

- (xx) not to cause nor permit to be caused any damage to the Building or the Premises or their contents, not to make any additions or alterations to the Premises; not to make any permanent alteration to the decoration of the Building or the Premises; not to display nor permit to be displayed any bill, advertisement, notice or nameplate unless authorised or required by the Council or the Council's Service Provider to do so; and to refrain from any behaviour (including the exhibiting of any material) which may be perceived as causing nuisance, fear, alarm or distress or harassment of other residents and/or staff and/or neighbours on any basis and in particular on grounds of sex, race (which includes colour, nationality, ethnic and national origins), disability, religion/belief, age, pregnancy, gender reassignment and/or sexual orientation.
- (xxi) If any material is found on the Premises that is deemed to be in breach of clause (xx) above, then duly authorised Council staff or staff of the Council's Service Provider shall be entitled (but not obliged) to remove and dispose of it;
- (xxii) not without the Council's written consent to remove from the Building or the Premises any furnishings, fittings, equipment or other articles belonging to the Council nor to introduce any furniture into the Building or the Premises;
- (xxiii) not to interfere with any electrical fittings nor to overload electrical sockets, and to ensure that all items of electrical equipment belonging to or loaned to the Student, together with all plugs and adapters fitted to or used with such equipment are safe, compatible with the electrical sockets in the Premises and the Building, and comply with all current relevant British standard specifications;

Access

- (xxiv) to permit the Council or the Council's Service Provider and/or contractors authorised by the Council or the Council's Service Provider to inspect any item of electrical equipment belonging to the Student and/or kept on the Premises, to make such items of equipment available for inspection if required to do so by the Council or the Council's Service Provider, and to remove from the Premises or the Building any item of electrical equipment which the Council or the Council's Service Provider reasonably determines to be unsafe, excessively noisy or otherwise undesirable in any way;
- (xxv) to permit duly authorised staff of the Council or the Council's Service Provider and/or contractors authorised by the Council to enter and inspect any part of the Premises and the Council's property in or on the Premises;
- (xxvi) to permit duly authorised staff of the Council staff or the Council's Service Provider and/or contractors authorised by the Council to enter the Premises for the purpose of cleaning, maintaining, repairing and decorating the Premises or the Building;

Health and Safety

- (xxvii) to be considerate to fellow students in the Building by cleaning up after yourself in the communal areas. Where fellow students complain and the Council or the Council's Service Provider instruct a cleaner to clean up a Student's mess, the Student will be invoiced for the cost of the cleaner plus an administrative charge of £25.00;
- (xxviii) to report as soon as possible to the Council's Service Provider all necessary repairs and/or losses, including the loss of all keys or means of electronic entry;
- (xxix) to report as soon as possible to the Council's Service Provider any situation relating to the Premises or the Building which jeopardises or compromises the security or health and safety of any resident of the Premises or the Building;
- (xxx) to use all reasonable means to ensure that the Student and other residents of the Premises or the Building are not prevented from hearing alarms;

- (xxxii) to co-operate in all respects and at all times including particularly in case of emergency with Council staff (and/or other personnel authorised by the Council), the Council's Service Provider, Fire Brigade, Ambulance Service, Police or other emergency service personnel;
- (xxxiii) to abide by any fire regulations and/or safety regulations displayed in the Premises or the Building and/or issued to Students from time to time in respect of Student Accommodation and not to interfere with any fire equipment or fire doors, not to misuse or tamper with fire alarms, not to cover or deface any fire or safety notices and to evacuate the Premises and the Building immediately in the event of an alarm sounding and in accordance with any reasonable instructions;
- (xxxiv) not to introduce any heating, refrigeration or laundry appliance into the Premises;
- (xxxv) not to bring on to the Premises or the Building or permit to be brought on to the Premises or the Building any material of a specially dangerous, flammable, explosive or poisonous nature nor any firearms, weapons, replica weapons, ammunition or any other dangerous item nor any illegal substances (including but not limited to, narcotics and other drugs), and if any such material, item or substance is located on the Premises or the Building it may be removed and destroyed/disposed of (at any time) or stored by duly authorised Council staff or staff of the Council's Service Provider;
- (xxxvi) not to create a health hazard on the Premises or the Building (such as failing to wash crockery and cooking utensils, failing to dispose of food and rubbish in a proper manner etc.) and to immediately remove or remedy any such hazard notified to the Student by the Council or the Council's Service Provider. If the Student does not comply with any such notice the Council or the Council's Service Provider may (at any time) take all reasonable steps to remove and destroy/dispose of or store at the cost of the Student the item(s) causing a health hazard;
- (xxxvii) not to create in the Building any situation which in the reasonable opinion of the Council or the Council's Service Provider is or may be a safety hazard and in particular (but without limitation), not to obstruct or interfere with any means of escape from the Premises in an emergency by placing items in corridors and passageways. On request by the Council or the Council's Service Provider the Student shall immediately remove any such safety hazard and if the Student does not comply with any such request the Council shall have the right (at any time) to remove and destroy/dispose of or store at the cost of the Student any item causing such a safety hazard;

In relation to sub-clauses (xxxiv) to (xxxvii) above where it is possible and practicable to do so the Council will make reasonable attempts to store any such item(s) and will return any such item(s) to the Student upon the Student reasonably requesting its (or their) return. The Student shall pay on demand the reasonable costs and expenses incurred by the Council in taking any such action and in the event of the Council storing anything removed from the Premises a reasonable storage charge shall also be payable. The relevant item(s) may be retained by the Council until the said sums have been paid in full and the Council shall not be liable for any loss or damage suffered by the Student as a result of the storage of the item.

Security

- (xxxvii) not to allow unidentified persons into the Premises or the Building;
- (xxxviii) not to give door keys or create copies of door keys or means of electronic entry nor divulge codes in respect of any doors to the Premises or the Building to any other person;
- (xxxix) not to prop open any lockable or security doors to the Premises or the Building; and to ensure that all doors and windows to the Premises are locked when the Premises are unattended;
- (xl) to present a student identity card upon request from Council or the Council's Service Provider or other students;

Smoking

- (xli) to comply with the no smoking policy in force throughout the Building and to ensure that this policy is complied with by all visitors;

Conduct

- (xlii) to respect the right of staff of the Council or the Council's Service Provider, other students, and visitors to the Building not to be abused or harassed, whether physically, or verbally or in any other way, and to ensure the appropriate behaviour of his/her visitors to the Building (the Student remains liable for the conduct of his/her visitors at all times);
- (xliii) not to tamper with any items of mail delivered to the Building

General

- (xliv) to comply at all times with the Conditions
- (xlv) where reasonable to use his/her reasonable efforts to encourage compliance with these Conditions, including (but not limited to) notifying UCLan Security Service 01772 896060 or email security@burnley.ac.uk. Further support is also available from UCLan Security at Preston on 01772 892068. For Emergencies contact 01772 896333 if you see another student or visitor to the Building acting in breach of these Conditions

11. Council's Obligations

The Council will:

- (i) keep in good repair the Premises and the Building;
- (ii) provide lighting to the corridors, stairways, entrances and other communal areas of the Building;
- (iii) provide heating, lighting and power to the Premises (subject to interruption for necessary works or for reasons outside the control of the Council);
- (iv) provide cooking and sanitary facilities and furniture fittings and equipment as reasonably required for use of the Premises and the said facilities;
- (v) provide reasonable notice to the Student where possible before accessing the Premises – unless it is an emergency, 7 days' notice should be given. Notice will be given for access to communal areas where possible for planned visits but it is often impracticable to provide notice for other visits such as for maintenance, safety, security, cleaning, welfare purposes;
- (vi) not interrupt the Student's occupation of the Premises and the communal areas more than is reasonably necessary;

- (vii) comply with the Council's Data Protection Policy; and
- (viii) ensure security staff are clearly identified, and that any staff or contractors requiring access to the Building or Premises carry, and allow the Student to inspect, appropriate identification documents.

12. Complaints

The Council's Service Provider will seek to deal with any concerns about the service provided on an informal basis. If, however, a Student wishes to make a formal complaint, the Council's complaints procedure must be followed. Details are available on the Council's web page at <http://www.burnley.gov.uk>

13. Liability

Nothing in in the Accommodation Contract shall operate to exclude or restrict the Council's liability for death or personal injury caused by negligence or any other liability which may not be excluded or restricted by law.