

## **Accommodation Contract and Conditions of Residence** **Summary**

This is a summary of the key terms and conditions that apply between you and the University pursuant to the Accommodation Contract. It is intended to make you aware of the most important provisions but you must ensure that you read 1) the offer and information that is provided as part of the online application for University accommodation; 2) the Conditions of Residence and 3) the University Halls Handbook, 4) the Fitness to Study Procedure and 5) the University Regulations in force from time to time. These 5 sources comprise the Accommodation Contract and contain everything you need to know.

If you would like to have the terms explained in more detail, then please ask the University's Student Accommodation Service or alternatively seek independent legal advice.

- You will have the right to occupy a room with the right to use the communal facilities for the Contract Period stated on your Accommodation Contract. This right is conditional on you being enrolled at the University as a Full-Time Student.
- Only Full-Time Students are permitted to reside in the Premises. You will be liable for any fines or costs incurred by the University in the event that you occupy the accommodation as a Part-Time Student. The definition of Full-Time Student and Part-Time Student is included in the Conditions of Residence.
- You must pay the "Total Charge" shown in the Accommodation Contract by the appropriate deadlines. If you do not do so, the University reserves the right to terminate the contract and pursue you for the outstanding amount via the Courts if necessary. If you do not leave the accommodation after the contract has come to an end, the University reserves the right to apply to Court for possession and if necessary, enforce the Possession Order by instructing a bailiff to evict you.
- You may request to end your occupation before the end of the Contract Period if 1) you have paid all sums which are due up to that date, 2) you pay an administrative charge of £25.00 and 3) another student acceptable to the University agrees to take up occupation of the room. If applicable, you will receive a pro rata refund of the Total Charge for the Contract Period when the replacement student has taken occupation of your room.
- You may also request to transfer to different accommodation provided by the University. There will be a charge of £25.00 if you are permitted to do so.

- In certain limited situations and without prejudice to the University's general right to move students reserved in the Conditions of Residence, the University may require you to transfer accommodation. The University will use reasonable endeavours to give you 28 days notice unless it is an emergency or the result of a disciplinary investigation in which case you may have to move immediately.
- If you do not enrol with the University, fail to take up occupation of your room, or cease to be a Full-Time Student of the University (including where you interrupt your studies), the University may end your occupation by giving you 28 days' notice.
- If you withdraw from the University, interrupt your studies, or you are suspended or expelled, you must immediately notify the Student Accommodation Service in writing and your contract will terminate 28 days from that date or from when you hand in your key or electronic means of entry to the Student Accommodation Service (if later). Termination of the contract is conditional on verification by Academic Records. You will remain liable for the rent up until the contract terminates or until the keys/electronic means of entry are returned if this is later.
- As with any tenancy agreement, you will have certain responsibilities. These are outlined in the University's 'Conditions of Residence'. Your responsibilities will include behaving in an appropriate manner so as not to cause a nuisance or any damage to property of the University or of any other person in the accommodation or on the surrounding grounds nor present any risk of harm to yourself or risk of harm or harmful influence to others.
- Where you wish to disclose a disability and fail to inform Student Accommodation Services of a disability or medical condition, the University reserves the right to ask you to vacate the accommodation and may re-locate you to alternative premises, subject to availability.
- The University reserves the right to charge you in the following situations: 1) in respect of damage caused by you to the accommodation 2) in respect of cleaning that is required as a result of your act or omission and 3) for a replacement key/electronic key card.
- You must know and trust any visitors you invite into Student Accommodation. You are responsible for their actions and for ensuring they comply with the Conditions. Visitors under the age of 18 are not permitted to remain in the accommodation between 2100 and 0800 hours.
- You must disclose in writing to the University any convictions that are made whilst you are in the University accommodation so that the University may assess any risk that may be presented or increased by such conviction.

- If you are in serious or repeated breach of any of the provisions of the Accommodation Contract or Conditions of Residence, the University has the right to require that you transfer accommodation or terminate your occupation of University accommodation temporarily or permanently. You will have a right to appeal such decisions as set out in the Conditions of Residence. Where your Accommodation Contract terminates as a result of your breach, the University reserves the right to charge you for the rent for the full duration of the original contract.
- Upon vacating the accommodation, you must leave it in the same condition as recorded by Student Accommodation Service at the start of the Contract Period and you must return the keys to the Student Accommodation Service. If you leave any possessions in the room, then the University may dispose of these as it reasonably sees fit after 28 days.
- During your occupation of the accommodation, the University is obliged to keep your accommodation in a good state of repair. For this reason and also to ensure that you are complying with your own responsibilities, University staff must be permitted access in accordance with the Conditions of Residence. Except in emergencies, the University must give you 7 days' notice to access your room.
- If you have any complaints regarding your accommodation, you should address these to the Student Accommodation Service.
- The Regulations for the Conduct of Students and the Fitness to Study Procedure in their current forms from time to time may be viewed at [www.uclan.ac.uk](http://www.uclan.ac.uk)

**THE UNIVERSITY OPERATES A STRICT NO SMOKING POLICY IN ALL UNIVERSITY ACCOMMODATION.**

**ALL STUDENTS, STAFF AND VISITORS TO UNIVERSITY ACCOMMODATION ARE ENTITLED TO RESPECT. HARASSMENT AND ABUSE OF ANY NATURE WILL NOT BE TOLERATED.**