



**University of
Nottingham**

UK | CHINA | MALAYSIA

HALLS LICENCE AGREEMENT 2024/25

Non catered

**STANDARD TERMS AND CONDITIONS
FOR OCCUPYING STUDENT ACCOMMODATION**

WARNING

**This document is a legally binding contract
You must make sure that You READ AND UNDERSTAND it
before you accept the offer of accommodation.**

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STANDARD TERMS AND CONDITIONS FOR OCCUPYING STUDENT ACCOMMODATION

1. AGREEMENT

1.1. In this Agreement, certain words and expressions have a defined meaning. These are set out in clause 20 and You should make sure that You read and understand them.

1.2. The Agreement between You and Us consists of several parts:

- the Student Residence Offer;
- these terms and conditions and any subsequent issued amendments;
- Our regulations for security, fire and health and safety from time to time;
- the terms of Our block insurance policy:
Block Insurance Policy;
- inventory of the Room, Shared Areas and Contents;
- payment terms (stated in Your Student Residence Offer);
- policies, procedures, ordinances and guidance, rules and regulations as referred to in this Agreement and also those in:
 - the [Guide to Living In Halls](#);
 - Our [Payment Terms and Procedures](#);
 - [Fitness to Study Policy and Procedure](#);
 - [Halls Leavers Policy and Procedure](#);
 - [Sport & Fitness Student Membership Terms & Conditions](#);
 - [IT fair usage and security policies](#)

Further information on the above parts of the Agreement are available at Our [website](#).

If You accept the Student Residence Offer, then You are accepting not just the terms and conditions of this Agreement, but also the terms and conditions of those other documents referred to above and You acknowledge that You have actually read them.

1.3. This Agreement will be formed, and a legally binding contract is entered into between us, when You click ACCEPT OFFER at the end of the online process for accepting the Student Residence Offer.

- 1.4. If you are under 18 when this Agreement is formed then you will be entitled to terminate the Agreement when you reach 18 by giving us no less than 14 days' notice in writing of your intention to do so. If you choose not to do so, the Agreement will remain legally binding upon you.
- 1.5. **This is a legally binding agreement and so You should think carefully before You click ACCEPT OFFER as, once You have clicked it, You will be bound by the terms of the Agreement and will have to pay for the accommodation whether or not You continue with Your course and whether or not You occupy the Room for the full Licence Period.**
- 1.6. We strongly recommend that You talk through the terms of this Agreement with Your parent/guardian or other adult **BEFORE** You accept the Student Residence Offer.
- 1.7. You have the right to cancel this Agreement without penalty by giving Us written notice within 14 days beginning on the day after the date of Your agreement, that is, the date you click ACCEPT OFFER. This right does not apply where the Room is available for occupation before the end of the 14 days' cancellation period and You have taken up occupation.
- 1.8. You also have the right to cancel this Agreement without penalty if:
 - 1.8.1. You do not meet the terms of your offer to study with Us;
 - 1.8.2. You defer your place to study with Us to the following academic year; or
 - 1.8.3. You are unable to obtain a visa to study in the United Kingdom,**BUT ONLY IF YOU LET US KNOW BY 31 AUGUST 2024. IF YOU DO NOT NOTIFY US BY THIS DATE THAT YOU WISH TO CANCEL THE AGREEMENT, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT AND WILL HAVE TO PAY FOR THE ACCOMMODATION WHETHER OR NOT YOU CONTINUE WITH YOUR COURSE AND WHETHER OR NOT YOU OCCUPY THE ROOM FOR THE FULL LICENCE PERIOD.** This cancellation right also does not apply where You have taken up occupation before 31 August 2024
- 1.9. The Agreement will last until the end of the Licence Period, unless We or You terminate it earlier, as allowed by the Agreement. If the Agreement ends before the Licence Period expires, You or We may still be entitled to claim against the other for any losses suffered if You or We failed to comply with the Agreement before it ended. Your right to live in the Room is dependent upon You registering as a full-time student, and remaining registered as a full-time student, with Us.
- 1.10. Once the Agreement between You and Us becomes binding:
 - 1.10.1. We will allow You to use the Room and its Contents and (jointly with other students) the Shared Areas and their Contents for the duration of the Licence Period in accordance with this Agreement;
 - 1.10.2. You and We agree that this Agreement will apply; and

- 1.10.3. You agree to comply with Your obligations, and We agree to comply with Our obligations, in this Agreement, any subsequent issued amendments and under the laws of England.

2. INFORMATION

- 2.1. The services which We will be supplying are described in the Student Residence Offer, this Agreement, the Guide to Living In Halls and the other places referred to in this Agreement. We will supply them for the Licence Period unless We are prevented from doing so by forces beyond Our control.
- 2.2. The price of the Room and ancillary services is set out in the Student Residence Offer. The arrangements for payment are also set out in the Student Residence Offer and in this Agreement.
- 2.3. The Student Residence Offer remains valid until the deadline stated in it. If You accept the Student Residence Offer before the deadline expires, the price remains valid throughout the Licence Period, but may be amended by Us. If You do not accept the Student Residence Offer by the deadline, the Student Residence Offer will automatically lapse.
- 2.4. Whilst We have offered You a place in the Residence, and will try to locate You there by the start of the Licence Period, We do not guarantee that You will have any particular room or, indeed, a room within the particular Residence. If the Room is not available, then We will offer You alternative accommodation within our portfolio of a similar or better standard at the same price or give You the right to cancel this Agreement without charge.
- 2.5. By accepting the Student Residence Offer from Us You expressly agree to the collection and use of Your individual personal data, including sensitive personal data in accordance with the current data protection legislation and Our data protection statement which can be found [here](#).
- 2.6. This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Licence Period, but do not have exclusive possession of the Room. This means that we have the right to:
 - 2.6.1. enter your Room at any time and for any reason (which is similar to staying in a hotel); and
 - 2.6.2. require you to move to an alternative room (again this is similar to staying in a hotel).
- 2.7. Where we exercise these rights, we will do so in accordance with this Agreement.

3. PAYMENTS

- 3.1. You must pay the Fees for the full Licence Period.
- 3.2. Subject to clause 3.3 below, you must pay the Fees in the instalments, and on the dates, set out in the Student Residence Offer.
- 3.3. You may pay the Fees in full by the first instalment date should you choose to do so. If You are having financial difficulties and would like to discuss a payment plan, then contact Student Account Services (SAS) at sas@nottingham.ac.uk.
 - 3.3.1. If You are reliant on a maintenance loan and would like to amend the instalment dates, contact [SAS](#) with **Maintenance** in the email subject.
 - 3.3.2. To set up a payment plan please email [SAS](#) with **Payment Plan** in the email subject.
- 3.4. You must promptly pay any other amounts that are properly due under this Agreement. If You do not comply with this Agreement and We have to enforce it, You agree to pay the charges which We reasonably incur. This includes fees for professional advice, court fees, bailiff's fees, a reasonable charge for Our own time and any out-of-pocket expenses.
- 3.5. If You do not pay any instalment by the date payment is due, we may charge You Interest on the overdue amount and:
 - 3.5.1. We may bring legal proceedings against You for debt and/or eviction; and
 - 3.5.2. We may ask the court to order You to pay Our reasonable legal fees and other losses suffered.
- 3.6. If, at Our discretion, You are allowed to move to another Room, You will be charged a reasonable fee up to a maximum of £50 fee to cover Our costs of varying this Agreement.
- 3.7. The facilities which are included in the Fees are set out in the Guide to Living In Halls.
- 3.8. The following facilities are NOT included in the Fees:
 - 3.8.1. television licence; and
 - 3.8.2. laundry costs.
- 3.9. Internet service to the Room is provided by Our nominated provider and is subject to:
 - 3.9.1. the relevant terms and conditions of use; and
 - 3.9.2. Our [fair use and security policies](#).

We may suspend internet access if You fail to comply with any of the above.

4. MOVING IN

- 4.1. You will be able to move into your room as per your booking slot. Arrival instructions will be made available in the arrival email that We will send to You.

- 4.2. On occasions, a room might not be ready to occupy at the start of the Licence Period. If that happens in Your case, We will provide You with reasonably suitable alternative accommodation until the Room is ready for You. If the replacement room is of a higher standard, We will only charge You the Fees You agreed to pay for the Room. If the replacement room is of a lower standard, We will charge You the rate applicable to the replacement room.
- 4.3. As long as the alternative accommodation is of a similar standard to the Room, You must accept the substitution. If We cannot offer You reasonably suitable alternative accommodation, You may terminate this Agreement by giving Us notice in Writing. If You do that, We will refund You any money you have paid for the Room and We will have no further liability to You.

5. WHO MAY USE THE ROOM, PRIVACY AND ACCESS

- 5.1. Our agreement is with You and only You may live in the Room.
- 5.2. You may have a maximum of one overnight visitor, for no more than 3 consecutive nights in any consecutive seven nights. You may have one visitor who is not staying overnight in the Room at any other time.
- 5.3. Please refer to the Guide to Living In Halls for further information concerning the use of the Room by your visitors.
- 5.4. You must not sub-let the Room, transfer this Agreement to anyone else, or allow anyone to live with You in the Room. You must not allow anyone to stay overnight in the Room if You are not there.
- 5.5. You must not duplicate Keys or give or lend Your Keys to anyone else.
- 5.6. You are not allowed to have parties or gatherings of 3 or more people in the Room.
- 5.7. You are responsible for the actions or omissions of Your visitors. For example, if Your visitor causes Damage or a nuisance, We will pursue You for damages to compensate Us for any losses that We may suffer. If, in the reasonable opinion of Our Security Team and/or Hall Management Team, Your visitors are causing Damage, nuisance or annoyance (or have done so on an earlier occasion), the Hall Management Team and/or Security Team may require Your visitor to leave the Residence.
- 5.8. We (or Our contractors) are entitled to come into the Room for the following purposes:
 - 5.8.1. to check on Your welfare, if We are concerned about You;
 - 5.8.2. to show the Room to prospective occupiers;
 - 5.8.3. to carry out audits, inspection, testing, maintenance and/or repair;
 - 5.8.4. to ensure You are meeting Your obligations;
 - 5.8.5. to carry out Your obligations if You fail to do so;
 - 5.8.6. for any purpose reasonably connected with an investigation under the [Code of Discipline](#); and

- 5.8.7. any reasonable purpose connected with Your occupation of the Room.
- 5.9. We will normally check the Room at least three times during the Licence Period, but You must allow Us to check it more often if it is reasonable for Us to do so.
- 5.10. We aim to give You advance notice before entering the Room, but You must allow Us into the Room even if We do not give You warning. The periods of notice that You may normally expect are set out in the Guide to Living In Halls.

6. YOUR USE OF THE ROOM

- 6.1. You may only use the Room as a study-bedroom and You must not use any part of the Residence for trade or business purposes.
- 6.2. You must not use any part of the Residence for illegal purposes or for purposes which in Our reasonable opinion are immoral. You must not smoke (which includes use of e-cigarettes or similar) anywhere in the Residence (including Your Room).
- 6.3. Other matters which are restricted or limited (including weapons and drugs) are set out in the Guide to Living In Halls.
- 6.4. Cooking is only permitted in rooms equipped with a kitchen area. In all other room types, cooking activities are strictly prohibited.

7. SHARED AREAS AND CLEANING

- 7.1. You and other students may have use of the Shared Areas during the Licence Period, but We may restrict or prevent use of the Shared Areas, for example when We may use them for events that We hold (such as open days) or allow others to use them on Our behalf.
- 7.2. We will clean the Shared Areas and the cost of normal cleaning is included in the Fees. If You and the other occupiers leave the Shared Areas in a worse condition than average, We will charge You and the other occupiers for the cost of any additional cleaning which Our Hall Management Team decides is reasonably necessary. If We can identify the person who has caused the Damage or whose actions have resulted in additional cleaning costs, then We may charge that person for all the costs.
- 7.3. During your Licence Period, we may temporarily suspend use of the Shared Areas to allow them to be properly cleaned or necessary maintenance work to be carried out.
- 7.4. You (and the other students who use them) must keep the Shared Areas reasonably tidy. You must not leave rubbish in the Shared Areas, except in any external bins We provide. You must not put anything in the drains that is likely to block them.

8. REPAIRS

- 8.1. We will keep the Residence and its Contents in good repair.
- 8.2. We will keep in repair and reasonable working order the installations in the Residence for the supply of water, gas and electricity and for sanitation.
- 8.3. We will charge You for the cost of repair if the repair is needed because You or your visitors did not take proper care or You or your visitors did not comply with this Agreement.
- 8.4. If repair is needed because You or your visitors did not take proper care or You or your visitors did not comply with this Agreement, You must not attempt to carry out the repair Yourself. You must notify Us and We will carry out the repair.
- 8.5. We are not liable to rebuild or reinstate the Residence if it is destroyed or damaged by a risk that We have insured against.
- 8.6. You must tell the Hall Management Team as soon as possible after You become aware of the need for a repair in the Room or in the Shared Areas. If the disrepair becomes worse because You did not report it within a reasonable time, We may charge You for the additional costs of repair.
- 8.7. Where any damage is caused to the Shared Areas and We conclude that You and others have contributed to the damage, We may (acting reasonably) charge You a fair proportion of the reasonable cost of making good any loss or damage caused unless You can demonstrate that You were not at the Residence when the damage occurred.

9. DAMAGE

- 9.1. You will be required to complete an online inventory and schedule of condition in the Room at the start of the Licence Period. You should check the Room and the Contents against this document, make a list of any defects that have been missed and submit it to us online. If You do not do this within three days of arriving, We will assume that everything is in order and that all the Contents are in the Room, and You will find it difficult to argue later that any Damage had occurred before You took the Room or that any Contents were missing when You took the Room.
- 9.2. You must:
 - 9.2.1. take reasonable care of the Room and its Contents;
 - 9.2.2. keep the Room in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Residence;
 - 9.2.3. not make any alterations to the Room and/or Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect);

- 9.2.4. except for bedding, not bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Room and/or the Residence except where the Hall Management Team has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought into the Room and/or Residence without our permission and/or which does not comply with legislation;
 - 9.2.5. not leave any personal belongings or other obstacles in the Shared Areas or make these areas dirty, unsafe and/or untidy; and
 - 9.2.6. not put anything which is likely to cause damage or a blockage in any pipes or drains at the Residence and/or in the Room; and
 - 9.2.7. ensure that anyone You invite into the Room or the Shared Areas complies with clauses 9.2.1 to 9.2.6 above.
 - 9.2.8. Not keep large electrical items (including, but not limited to, refrigerators) in the Room.
- 9.3. Jointly with other occupiers of the Residence, You must take reasonable care of the Shared Areas and their Contents.
- 9.4. You must not cause any Damage to any part of the Residence (including the Room) or to any Contents. If You do cause any Damage, We may charge You the reasonable cost of repair or replacement, even if the Damage was accidental. We will not charge You for Damage due to fair wear and tear or Damage by a risk we have insured against (unless the insurer refuses to pay because of something You did or did not do).

10. INSURANCE

- 10.1. We will insure the Residence and the Contents.
- 10.2. We will buy a block insurance policy that gives basic cover for Your personal possessions whilst in the Room. The block insurance policy is subject to terms and conditions. Other information is provided in the Guide to Living In Halls and You must comply with the insurance terms and conditions.
- 10.3. It may be advisable for You to buy Your own personal possessions insurance if You have valuable items you intend to keep in the Room, for example a musical instrument. If You want additional cover, You must pay the insurer for it.
- 10.4. We do not accept liability for loss of or damage to Your personal possessions, unless We fail to comply with Our obligations in this Agreement and that failure causes loss of or damage to Your personal possessions. Please note that the block insurance will not cover Your possessions when they are outside the Room (which means that they

are not covered when they are in the other parts of the Residence or the Shared Areas) or if the Room is unlocked.

- 10.5. Subject to the Schedule, if Your Room becomes uninhabitable through no fault of Your own if it is damaged by a risk against which We have insured, We will offer You reasonably suitable alternative accommodation at the Residence, if it is available. If We do not have such alternative accommodation available at the Residence, We will do what We reasonably can to find You reasonably suitable alternative accommodation elsewhere. You agree to accept the alternative accommodation if it is broadly similar to the Room. You will not have to pay any more Fees if the alternative room is of a higher standard. If no reasonably suitable alternative accommodation is available, You or We will have the option to terminate this Agreement by giving 7 days' notice in Writing whereupon you shall be refunded for any proportion of the Fees already paid to Us which covers a period of time after the termination of the Agreement, but otherwise We shall have no further liability towards you concerning the termination of the Agreement pursuant to this clause 10.5. If You or We do not terminate this Agreement in the event that We are unable to offer reasonably suitable alternative accommodation, the Fees (or an appropriate proportion as reasonably decided by Us having regard to whether or not We are still providing other services) will be suspended until either the Room is made habitable again or We are able to offer reasonably suitable alternative accommodation.

11. SPORTS AND HEALTH FACILITIES

- 11.1. We grant to You the right to use the Sports and Health Facilities.
- 11.2. The right to use the Sports and Health Facilities is personal to you and You must not share this right with any other student, guest or visitor.
- 11.3. Your right to use the Sports and Health Facilities terminates on the expiry of the Licence Period or earlier termination of this agreement save that this shall not prevent You from applying for membership to use the Sports and Health Facilities if You remain a student of the University and pay the applicable fee.
- 11.4. You acknowledge that We cannot guarantee that the Sports and Health Facilities shall be open and available throughout the Licence Period or at all and We reserve the right to close or cease to provide any of the Sports and Health Facilities or suspend use of them.
- 11.5. We will not give You rent discounts or refunds:
- 11.5.1. for periods when You cannot gain access to or use the Sports and Health Facilities;
 - 11.5.2. for any period when You do not occupy Your room; and
 - 11.5.3. if You choose not to use the Sports and Health Facilities.

- 11.6. In using the Sports and Health Facilities, You agree to abide by the Sport & Fitness Student Membership Terms & Conditions and agree to comply with any regulations and directions of the staff in the sports centre or gym regarding health and safety.

12. HEALTH, SAFETY AND SECURITY

- 12.1. We have regulations on security, fire and health and safety, details of which are in the Guide to Living In Halls or may be notified to You and/or which are posted on the notice boards in the Residence and You must comply with these.
- 12.2. You must complete an electrical item registration form for ALL electrical items that You bring into the Room (or the Residence) as part of the online inventory.
- 12.3. You must never block a fire escape route.
- 12.4. You must not alter or otherwise interfere with any electrical installation in the Residence. You must not overload any electrical sockets with extension sockets, adaptors or appliances. You must plug any extension lead directly into the wall socket and you must not plug any extension lead into another extension lead. You must not misuse, or attempt to repair or adapt any electrical Contents.
- 12.5. You must not alter or otherwise interfere with the internet installation in the Room.
- 12.6. You are responsible for any item which You leave in the Shared Areas. We will not compensate You if it is lost, damaged or stolen.
- 12.7. We will not normally give You access to a room occupied by someone else. We may refuse access even where the occupier has given their signed authority.

13. CONSIDERATION FOR OTHERS

- 13.1. You must treat Our staff and others living in the Residence with proper consideration and respect. You must not use other people's possessions without their permission, or damage or take them.
- 13.2. You must treat others living in the neighbourhood with proper consideration and respect. Things that are likely to make people complain are:
 - 13.2.1. noise, especially after 22.00 hours and before 08.00 hours;
 - 13.2.2. litter; and
 - 13.2.3. walking in large groups so that others cannot pass.This is not an exhaustive list and other activities may justifiably cause people to complain.
- 13.3. You must not throw anything out of the windows of the Residence.
- 13.4. You must not cause an obstruction at the Residence.

- 13.5. We may restrict Your use of the Shared Areas (for example by making non-essential services out of bounds, or restricting Your use to certain times) if We reasonably believe that Your use of them is having a serious adverse effect on others.
- 13.6. Residents living in Quieter Living areas must agree to the following;
 - 13.6.1. There should be no avoidable noise made between 9pm and 8am.
 - 13.6.2. Students will respect the alcohol-free zones allocated in halls (library, study area).
 - 13.6.3. Any visitors should also conform to the Quiet Living principles.

24-hour support will be available from University security for concerns regarding breaches of Quiet Living principles, as well as Residential Support teams contactable on 0115 748 7600.

Any student who does not respect these principles will be subject to room moves instigated by Residential Support - this may result in a move to an alternative room type from the original allocation received. These principles are issued in addition to all standard University terms and conditions relating to both Accommodation and Code of Discipline.

14. TRANSPORT AND PARKING

- 14.1. Parking restrictions and restrictions on the storing of bicycles apply which You must comply with, the details are set out in the Guide to Living In Halls and Our [policies](#) from time to time.

15. OUR RIGHTS TO END THE AGREEMENT

- 15.1. Your Agreement with Us is a licence. Unlike a tenancy, it will not automatically continue after the last day of the Licence Period. You do not need to give notice to end Your Agreement on the last day of the Licence Period and neither do We.
- 15.2. We may terminate the Agreement at any time for any of the following reasons:
 - 15.2.1. pursuant to clause 10.5
 - 15.2.2. You fail to pay Us any Fees or other charges when they are due for payment (We will normally allow You up to 14 days to pay before taking action, but We do not have to do this);
 - 15.2.3. You breach or fail to comply with the [Code of Discipline](#);
 - 15.2.4. You breach or fail to comply with the [Guide to Living In Halls](#);
 - 15.2.5. You in any way misuse or deliberately cause Damage to equipment, signs or systems for fire prevention or detection, health and safety or security;

- 15.2.6. You have in Your possession controlled drugs that it is illegal to possess;
 - 15.2.7. Your health or Your behaviour is to the detriment of the health, safety or welfare of other people, or You;
 - 15.2.8. Your behaviour puts property belonging to Us or to others at serious risk;
 - 15.2.9. You persistently fail to comply with this Agreement (including the other terms that are referred to in this Agreement) or You fail to comply with this Agreement in a way that has a serious impact on Us or other residents or neighbours;
 - 15.2.10. We believe that you have stopped living in the Room (in which case, we can allow someone else to occupy it);
 - 15.2.11. You allow someone else to live in the Room; and/or
 - 15.2.12. You are not, or You cease to be, a student on a full-time course with Us.
- 15.3. If We decide to terminate this Agreement, We will give You at least 7 days' notice of termination in Writing **except when**:
- 15.3.1. We consider that there is a danger to the health, safety or security of other students; or
 - 15.3.2. clause 15.2.4 applies; or
 - 15.3.3. there is a serious or persistent breach of Your obligations in this Agreement.

In these circumstances, We may give you less than 7 days' notice in Writing to terminate this Agreement.

- 15.4. This Agreement will end on the date specified in the notice that We give to You, but You will still be liable for any breach of this Agreement that happened before this Agreement ends.
- 15.5. If We terminate the agreement with You as a result of any of the reasons stated in clauses 15.2.2 to 15.2.12, You will still have to pay Us all of the Fees for the whole of the Licence Period and any other money that You were liable to pay Us before the Agreement came to an end. We will seek to find another occupier for the Room and if one is found we will refund to you any Fees that have been paid in advance that relate to the period when another student occupies the Room less any losses suffered by Us by this Agreement terminating early. We shall be entitled to fill any Rooms in the Residence which are already vacant before allocating a student to the Room that you have vacated.

16. YOUR RIGHTS TO END THE AGREEMENT

- 16.1. If:

- 16.1.1. We are in **serious and significant** breach of this Agreement and We fail to remedy the breach within 30 days of receipt of notice in Writing of the breach from You; or
- 16.1.2. the Room is rendered uninhabitable and We are unable to offer alternative accommodation for a continuous period of more than 21 days,
- then subject to clause 10.5 You may serve notice on Us in Writing to terminate this Agreement and upon service of such written notice this Agreement will come to an end, but You will, and We will, still be liable for any breach of this Agreement that happened before this Agreement ends and You will still have to pay Us all of the Fees that you were liable to pay Us before the Agreement came to an end.
- 16.2. If you wish to leave the Room early for any reason other than those set out in clause 15.1 above, you must complete the steps set out in the Halls Leavers Policy and Procedure.
- 16.3. Any request to leave the Room early will be considered and decided in accordance with the Halls Leavers Policy and Procedure.
- 16.4. Unless decided otherwise pursuant to the Halls Leavers Policy and Procedure or a replacement student enters into a licence agreement for the Room for the rest of the Licence Period and pays their first instalment of Fees as instructed, you will, regardless that you have left the Room and terminated the Agreement, still have to pay all the Fees due under the Agreement.
- 16.5. We will try and help You find a replacement occupier for the Room, but We do not have to accept someone if We reasonably believe that person would not be suitable to live in the Residence or if they already have an accommodation agreement with Us. We do not have to release you from this Agreement if We find a new occupier and We already have empty rooms in the Residence. We can fill Our empty rooms first. If we find another occupier for the Room, we will refund to you any Fees that have been paid in advance that relate to the period when another student occupies the Room less any losses suffered by Us by this Agreement terminating early.
- 16.6. If You find a replacement occupier, You must not give the Keys to them. You and the proposed replacement should contact Our Accommodation Services team and they will make a reasonable and timely decision about whether the proposed replacement is suitable. If the replacement is suitable, the Head of Accommodation Services will arrange for this Agreement to end and for a new licence agreement to be given to the replacement. If another student moves into the Room, but is not the replacement, then You will still be liable to pay all the Fees due under the Agreement.
- 16.7. If You leave the Room and allow someone else to live in it without following the steps set out at clause 16.6 above, You will be liable for all the Fees due under the Agreement.

17. MOVING OUT

These requirements are set out in the Guide to Living In Halls.

18. OUR LIABILITY TO YOU

- 18.1. We must comply with Our obligations in this Agreement.
- 18.2. We must also accept responsibility under the general law if We cause You any injury because of Our negligence.
- 18.3. We accept liability for the actions or neglect of Our staff and contractors only for damage, loss or injury which occurs whilst they are carrying out Our instructions.
- 18.4. We do not accept liability for damage to property or possessions unless the damage occurred because We or Our staff failed to comply with Our obligations in this Agreement. Our liability to You for damage to Your property or possessions is a maximum of £100 in any event.
- 18.5. We shall not be liable to You for any breach or non-performance by Us of the terms of this Agreement for:
 - 18.5.1. any circumstances arising beyond our control which are in any way connected to COVID-19 or any other pandemic or epidemic which make it impossible, or contrary to any law or official guidance, to perform our obligations under this Agreement; and
 - 18.5.2. things which are outside Our reasonable control, such as severe weather conditions, pandemics, epidemics, any law or any action taken by a government or public authority, equipment or power failures, internet outages, intruders or other residents acting with malice, or fire or flood. This is not an exhaustive list. We will only be liable for mechanical failure if it was caused by Our failure to keep the equipment serving the Residence properly maintained and only if the failure lasts more than 48 hours.

19. COMPLAINTS

We work very hard to try and make sure You will not need to complain. If You are dissatisfied with any part of Our service, You should report it in the first instance to the Hall Management Team and follow Our complaint procedures. These can found [here](#).

20. DEFINITIONS AND INTERPRETATION

- 20.1. In this Agreement, the words in the column on the left have the meanings given in the column on the right. You will know when a word with a special meaning has been

used, because it will have an initial capital letter, even if it appears in the middle of a sentence:

Agreement	this Agreement and all of the other documents which form part of this Agreement by virtue of clause 1.2 above;
Bank of England base rate	(a) the percentage rate announced from time to time by the Monetary Policy Committee of the Bank of England as the official dealing rate, being the rate at which the Bank is willing to enter into transactions for providing short term liquidity in the money markets; or (b) where an order under section 19 of the Bank of England Act 1998 is in force, any equivalent percentage rate determined by the Treasury under that section;
Code of Discipline	the Code of Discipline for Students, a copy of which can be found here ;
Contents	any items that We provide for Your use in the Room or in the Shared Areas. The Contents will be listed on an inventory which We will provide to You at the start of the Licence Period;
Damage	damage, loss, theft, breakage, dismantling, causing malfunction, excessive wear, failure to keep reasonably clean, alterations to the décor or fabric of any part of the Residence, any deterioration during the Licence Period other than fair wear and tear and any items missing from the inventory;
Fees	the fees which You agree to pay to Us for Your use of the Room, as specified in the Student Residence Offer;
Hall Management Team	The University's hall management team for your Residence;
Interest	in relation to each day after the due date for which the Fees remain unpaid, an annual percentage rate of 3% above the Bank of England base rate to the amount of Fees that remain unpaid at the end of that day;
Keys	includes keys, security passes, access cards, key fobs, entry codes and any other means of gaining access to locked premises;
Licence Period	the period of time that We will permit You to live in the Room, as specified in the Student Residence Offer, unless terminated earlier in accordance with this Agreement.

Security Team	the University's security team;
Student Residence Offer	the offer of accommodation available for You to view when You access it through Our accommodation portal;
Residence	the residence named in Our Student Residence Offer or, if different, the Residence within which Your Room is located. References to the Residence in this Agreement include the Room and the Shared Areas;
Room	the room which We will allow You to occupy (in accordance with this Agreement) if You have accepted the Student Residence Offer. The Student Residence Offer sets out the type of room which You will have and the Residence that it is located within, but We do not guarantee that You will have the same room throughout the Licence Period. Certain room types include joint study areas and/or bathroom facilities and/or kitchen areas and You and the other student with whom You are sharing will have joint shared use of these areas. For the purpose of this Agreement, the word "Room" includes these shared areas;
Shared Areas	the parts of the Residence which are for the shared use of some or all of the occupiers of the Residence. They include bathrooms, living rooms, corridors, staircases, lifts, common rooms, laundry rooms, bin stores, outdoor areas and all other parts of the Residence which are not designated for occupation by a student or restricted to staff use. The Shared Areas do not include any part of the Room including the joint study areas and/or bathroom facilities and/or kitchen areas;
Sports and Health Facilities	these facilities include; <ul style="list-style-type: none"> i) access to gym, swim courts and classes at David Ross Sports Village, Jubilee Sports Centre and Sutton Bonington Sports Centre; ii) gym membership with BUCS UNiVersal; iii) discounts in Our Sports Injury Clinic and Health and Wellbeing Suite; and iv) and any other sports programmes and wellbeing activities that We decide to offer from time to time;

Guide to Living In Halls Our student accommodation Handbook, a copy of which is available [here](#);

You the student named in the Student Residence Offer and **Your** has the corresponding meaning;

We The University of Nottingham and **Us** and **Our** have corresponding meanings. We may delegate Our obligations in this Agreement to someone else (for example, We may ask a plumbing contractor to fix a leak) rather than doing it Ourselves. Where appropriate, 'We', 'Us' and 'Our' include people authorised by us;

Writing includes letters and emails EXCEPT when notice is being given to end this Agreement, which cannot be given by email. Writing does not include text or other instant messages (such as WhatsApp or similar) or posts on social networking sites; and

- 20.2. VAT is not included in any of the prices shown in this Agreement. Fees are not liable to VAT, but other charges may be. VAT will be added to those charges at the applicable rate.
- 20.3. If this Agreement describes something in the plural (for example "Keys") this may include any one Key. If this Agreement describes something in the singular (for example "Key") this may include one or more Keys.
- 20.4. Notices of a formal nature (such as asking for permission or bringing the Agreement to an end before the Licence Period has expired) should always be given using the process from on the [website](#) otherwise it may be difficult to prove whether a notice was sent or received.
- 20.5. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, advertisement, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 20.6. If any provision of this Agreement (or part of any provision) is found by any court to be invalid, unenforceable or illegal, the other provisions shall remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid and give effect to the intention of the parties.

SCHEDULE
Pandemics and epidemics

1. WHAT WE REQUIRE YOU TO DO

- 1.1. You agree during the Licence Period to:
- 1.1.1. follow the latest Government guidance and legislation about social distancing and, where applicable, social isolation;
 - 1.1.2. respect the safety of Our staff and other people living in the Residence by making every reasonable effort to minimise the risk of the spread of COVID-19 or any other serious diseases;
 - 1.1.3. abide by the obligations or procedures relating to COVID-19, and any other serious diseases that may be referenced, which are set out in the Student Handbook or elsewhere on Our website or as otherwise notified to You;
 - 1.1.4. follow any special instructions and/or procedures relating to living in the Residence which You are notified about, including instructions provided on posters; and
 - 1.1.5. follow any reasonable instructions given by a member of Our staff relating to how to practice social distancing or self-isolation in the Residence.
- 1.2. If You fail to comply with any and/or all of the above conditions or fail to procure that your visitors comply with all such conditions, this will be a breach of this Agreement and the provisions of clause 15.2.9 as to termination of the Agreement shall apply.

2. VARYING SERVICES BECAUSE OF COVID-19 OR OTHER SERIOUS DISEASES

- 2.1. Where any circumstance beyond Our reasonable control which is in any way connected to COVID-19, or any other serious disease, makes it impossible, or contrary to any law or official guidance, to continue to clean the Residence, We may suspend the cleaning service, and You shall not be entitled to any reduction of the Fees.
- 2.2. Where We provide other services and facilities to the Residence it is not possible to provide such services and facilities safely due to COVID-19, or any other serious diseases, We may withdraw such services and facilities at any time.

3. CLOSURE OF RESIDENCE OR SUSPENSION OF RIGHT TO OCCUPY ROOM

- 3.1. If We are required to close the Residence, or otherwise suspend Your right to occupy the Room, due to circumstances in any way connected to COVID-19, or other serious diseases, You shall vacate the Room and remove your belongings as soon as is reasonably possible reflecting the emergency nature of the situation.

- 3.2. In the unlikely event that the University has to close the Residence, or suspend the right to occupy the Room, due to circumstances in any way connected to COVID-19, or any other serious diseases, and provided that You give up occupation of the Room, You accept that You remain liable to pay the proportion of the Fees equivalent to the proportion of the Licence Period during which both the right to occupy the Room is suspended and You have given up occupation of the Room. You also agree that in these circumstances You will not be entitled to claim any additional costs for alternative accommodation or moving costs from Us.