



**TERMS AND CONDITIONS OF RESIDENCE**  
 ("the Ts &Cs")

Welcome to the University of Exeter.

<b>INTRODUCTION</b>	
<b>Nature of Agreement</b>	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Flat during the Period of Residence but do not have exclusive possession of the Flat. This means that we have the right to:</p> <ol style="list-style-type: none"> <li>1. enter your Flat at any time and for any reason (which is similar to staying in a hotel); and</li> <li>2. require you to move to an alternative flat (again this is similar to staying in a hotel).</li> </ol> <p>Where we exercise these rights we will do so in accordance with these Ts &amp; Cs.</p>
<b>Terms of this Agreement</b>	<p>The terms of this Agreement are contained within:</p> <ol style="list-style-type: none"> <li>1. these Ts &amp; Cs;</li> <li>2. the Agreement Summary; and</li> <li>3. the Contract Formation E-mail,</li> </ol> <p>Together, these documents set out our respective rights and responsibilities.</p>
<b>Formation of this Agreement</b>	<p>This Agreement will be formed and a legally binding contract entered into between us, which, subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas, when we issue the Contract Formation E-mail to you.</p> <p>The Contract Formation E-mail will only be issued once you have returned the signed Agreement Summary to us and we have been able to review and approve your application for Accommodation.</p>
<b>Period of Residence</b>	<p>The Period of Residence is for the period set out in the Agreement Summary.</p> <p>Please note, that if you vacate the Accommodation prior to last day of the Period of Residence, you remain liable to comply with all your responsibilities under this Agreement (including payment of the Licence Fee) until the end of the Period of Residence, unless the Agreement has been terminated in accordance with the procedures set out in these Ts &amp; Cs. Moving out of the Accommodation and returning the key, key fob or key card to the Residence Reception is not sufficient to terminate this Agreement early and you will remain liable to comply with all your responsibilities under this Agreement until the end of the Period of Residence.</p>
<b>Our responsibilities</b>	<p>Our responsibilities are set out in clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.</p>

<b>Your responsibilities</b>	By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take formal (including legal) action against you which may result in you having to leave your Accommodation.	
<b>Variations to this Agreement</b>	With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.	
<b>Enquiries</b>	<p>If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office in the first instance or the relevant contact set out at <a href="http://www.exeter.ac.uk/accommodation/contact/other/">http://www.exeter.ac.uk/accommodation/contact/other/</a>, if you have a more specific enquiry. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement.</p> <p>If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.</p>	
<b>Glossary</b>	These Ts & Cs, the Agreement Summary and the Contract Formation E-mail contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.	
<b>1.</b>	<b>OUR RESPONSIBILITIES</b>	
1.1	<b>Services &amp; facilities</b>	<p>During the Period of Residence we will use reasonable endeavours to:-</p> <p>1.1.1 maintain the structure of the Residence and keep the Residence and Communal Areas (including the lighting, heating and fire fighting equipment within them) in reasonable repair and fit for use by you and other occupiers and (if applicable) keep the Residence and Communal Areas clean and tidy;</p> <p>1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off (please see <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/">http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/</a> for further details);</p> <p>1.1.3 provide an adequate supply of hot water for normal domestic use;</p> <p>1.1.4 provide facilities for the washing and drying of clothes either in the Residence or in another of our buildings, for which there will be a separate charge at the point of use; and</p> <p>1.1.5 arrange for an external company to provide and maintain an internet point and wifi access within the Accommodation. If you require use of a broadband width in excess of 100 Mbps, you will need to contact the external provider and enter into a contract for the additional broadband width and pay them directly for such additional services;</p> <p>1.1.6 provide security services to the Residence via the University Security Team. Please note that this service may be within the Residence or another of our buildings; and</p> <p>1.1.7 provide reception services for the Residence.</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement). We reserve the right to make changes to the cleaning services provided during the Period of Residence but we will only do so where it is reasonably necessary and you will be notified of any such changes.</p>
1.2	<b>Insurance</b>	1.2.1 During the Period of Residence we will insure the Residence against fire and other risks which we reasonably consider necessary.

		<p>1.2.2 During the Period of Residence we will insure your personal belongings up to a limit of not less than £10,000 (please see <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/">http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/</a> for confirmation) but you will be responsible for administering any claims which arise. Note: the insurance policy does not cover all items, for example laptops, cameras, musical instruments, bikes or mobile phones are not covered by the policy. Full details of the insurance policy are available at <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/">http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/</a>. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement. Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.</p>
<b>2.</b>	<b>YOUR RESPONSIBILITIES</b>	
2.1	<b>Licence Fee</b>	<p>2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.</p> <p>2.1.2 The obligation to pay the Licence Fee applies irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If the whole or any part of the Licence Fee remains unpaid in breach of the payment terms set out in Schedule 1 we will:</p> <ul style="list-style-type: none"> <li>(a) apply a 3% late payment charge on any sum that is outstanding after the due date and this charge will become due immediately; and</li> <li>(b) charge you a reasonable fee to cover our expenses for each letter that we send to you, acting reasonably, chasing you for payment of any Licence Fee arrears.</li> </ul>
2.2	<b>Inventory</b>	<p>You are required to check your Flat and ensure there is no pre-existing damage / any repair or maintenance issues on your arrival. If there is pre-existing damage or any repair or maintenance issues, you must notify us of these with 24 hours of your arrival at the Accommodation by completing the form provided and returning it to us in the manner detailed in the form. Please note that if you do not notify us of any issues by completing the form with this period, you are accepting that there are no issues with your Flat or the contents of your Flat.</p>
2.3	<b>Using the Accommodation</b>	<p>2.3.1 You and the persons referred to in the Agreement Summary and subsequently confirmed by the University (if applicable) ("the Confirmed Occupiers") are the only people authorised to occupy the Accommodation.</p> <p>2.3.2 You and (if applicable) the Confirmed Occupiers (if applicable) must not use the Accommodation for any other purpose than as living accommodation (eg you must not run a business from the Accommodation).</p> <p>2.3.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clauses 2.4.4 (visitors)) allow anyone else other than the Confirmed Occupiers (if applicable) to live in or use the Accommodation.</p> <p>2.3.4 You must allow our staff and/or contractors and/ or those authorised by us to enter the Accommodation in accordance with clause 3.2 below.</p>
2.4	<b>Visitors</b>	<p>2.4.1 You are responsible for the behaviour of any person authorised to occupy under clause 2.3 and any Visitor and you must ensure that they do not breach the terms of this Agreement. If they do, you will be in breach of this Agreement.</p> <p>2.4.2 You agree that we may remove or exclude your Visitors and any person authorised to occupy under clause 2.3 from the Accommodation or the Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p>

		<p>2.4.3 You agree not to allow more than four Visitors in the Accommodation at any one time (provided that Visitors have not been prohibited or the number of Visitors restricted to less than four at any time during the Period of Residence as a result of any Government guidance or enactment or any rule or regulation imposed by us for the safety and/or well-being of other persons).</p> <p>2.4.4 You agree not to allow anyone other than one occasional adult Visitor (18 years and older) to stay overnight and any Visitor is only permitted to stay overnight with the Residence Management Team's prior written permission (please see <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/">http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/</a>) and permission may be refused if the Residence Management Team considers the presence of the Visitor may constitute a fire safety or other safety risk or annoy other occupants of the Residence and provided that the Visitor and does not stay overnight for more than three consecutive nights. We reserve the right to withdraw this privilege on 48 hours' notice if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Residence and/or to safeguard our property.</p>
2.5	<b>Risk assessments</b>	You agree to comply and/or co-operate with the personal emergency evacuation plan that is undertaken following your arrival at the Residence and any reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence.
2.6	<b>Respect for others</b>	<p>You agree:-</p> <p>2.6.1 to show respect, at all times, for all persons living and/or working in the Residence or in the locality of the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>2.6.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Residence or any neighbouring property (whether or not such property is owned by us) and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between <b>23.30</b> hours and <b>07.30</b> hours;</p> <p>2.6.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>2.6.4 not to bring into either the Accommodation or the Residence any weapons, illegal items or items which we consider to be offensive or dangerous (eg including but without limitation licenced firearms, models, paintball guns, replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons and dangerous sporting items) or allow the Accommodation to be used for purpose that we consider to be any criminal, immoral or illegal purpose;</p> <p>2.6.5 not to use or allow the Accommodation to be used for the selling, supplying or using of illegal substances (including drugs, psychoactive substances and nitrous oxide), storing or handling stolen goods or prostitution;</p> <p>2.6.6 not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;</p> <p>2.6.7 not to allow persistent use of Residence facilities by non-residents;</p> <p>2.6.8 not to smoke or vape in the Accommodation or the Residence;</p> <p>2.6.9 not to place any items on, or hang or throw anything whatsoever from the balconies or windows of either the Accommodation or the Residence and not to place anything on external windowsills;</p> <p>2.6.10 not to use blu-tac, nails, pins or sellotape on any of the walls, doors, windows, ceilings or furniture within your Flat or the Accommodation or the Residence (except that use of blu-tac and pins is permitted on noticeboards designed and designated for such use);</p> <p>2.6.11 not to display or distribute any material (including posters and leaflets) that we (acting reasonably) deem as offensive of potentially offensive anywhere in the Accommodation or the Residence;</p>

		<p>2.6.12 not to play ball games (including golf) or engage in normally outdoor sporting pursuits in any residential building or in and around the grounds of any Residence except with the prior written permission of the Residence Manager and not to play any games in corridors of any Residence;</p> <p>2.6.13 not to litter any part of the Residence; and</p> <p>2.6.14 not to store bicycles or electric scooters in the Accommodation or the Residence except in the designated bicycle/scooter storage areas (or elsewhere through prior arrangements made with the University Bicycle Club only) and not to charge any electric scooters in the Accommodation or the Residence;</p> <p>2.6.15 to comply will all laws, Government enactments of guidelines and with any regulations or policies from time to time imposed by us whether as a result of any changes in the laws or of any Government enactments of guidelines or otherwise.</p>
2.7	<b>Repairs, maintenance and alterations</b>	<p>You agree:-</p> <p>2.7.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Residence (further details of what this entails can be found on the accommodation website <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/">http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/</a>) and to place all shopping delivery crates in the designated external store;</p> <p>2.7.2 not to make any alterations to or damage the Accommodation or Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);</p> <p>2.7.3 save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Residence except where the Residence 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 Accommodation without our permission and/or which does not comply with legislation; and</p> <p>2.7.4 not to leave any personal belongings or other obstacles in the Communal Areas or shared areas of the Accommodation or remove any signage from damage these areas or any communal items within them or make these areas dirty, unsafe or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so. Please see the fees schedule in <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/cleaning/">http://www.exeter.ac.uk/accommodation/students/currentstudents/cleaning/</a></p> <p>2.7.5 to report any faults or damage to the Accommodation or Residences (or items in them) to the Residence Reception (<a href="http://www.exeter.ac.uk/accommodation/contact/residencereceptions/">http://www.exeter.ac.uk/accommodation/contact/residencereceptions/</a>); and</p> <p>2.7.6 not to put anything harmful or which is likely to cause blockage in any pipes or drains.</p>
2.8	<b>Safety and security</b>	<p>It is your responsibility to help ensure that the Accommodation and the Residence are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:</p> <p>2.8.1 <b>Electrical appliances</b></p> <p>You agree:</p> <p>(a) to use either the cooking and/or other electrical kitchen equipment supplied by us or your own cooking and/or electrical kitchen equipment (provided that it complies with 2.8.1(b) below and is not prohibited by 2.8.2(c)) only and not in any other part of the Accommodation or Residence.. Please note that you are not permitted to bring any cookers, fridges, freezers, air fryers or deep fat fryers into the Accommodation or Residence;</p>

- (b) to be responsible (as an ongoing responsibility) for ensuring that any of your own electrical equipment (which is not prohibited under 2.8.1(c) or 2.8.2(c)) meets Health and Safety standards before bringing the item into the Accommodation or the Residence and to ensure that each of your own electrical appliances has a sound mains cable and plug, is CE marked, fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points. Please refer to <http://www.exeter.ac.uk/accommodation/students/currentstudents/resinfo/> for further information.
- (c) not to bring any Wi-Fi boosters (or similar items) into the Accommodation.

#### 2.8.2 **Fire Safety**

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are available at <http://exeter.ac.uk/staff/wellbeing/safety/guidance/firesafety/>) and are displayed in the Accommodation and on notice boards in the Residence) and:

- (a) where we give you reasonable prior written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Residence Management Team and your attendance at that meeting is compulsory, attend that meeting;
- (b) not to obstruct Communal Areas or shared areas within the Accommodation or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere remove or otherwise tamper with any of our fire prevention and detection equipment including signage relating to fire safety;
- (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Residence any flammable or dangerous materials (eg inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, portable heaters, electric clothes dryers, deep fat fryers, sun-beds and hookah or shisha pipes), non-battery operated decorative lights of any description, light any fires in the Accommodation or Residence or deep fat fry any food, leave cooking unattended and not to hold or attend any barbeques on any part of the Residence (except for any organised officially).
- (d) to report to the University's Security Team promptly any fire or accident resulting in injury or damage to any part of the Residence or to the contents.

#### 2.8.3 **Security**

You must ensure that your Accommodation and the Residence are left secure at all times. This includes (but is not limited to):

- (a) keeping your key, key fob or key card with you at all times. We shall charge you the cost of a replacement key fob or card as appropriate (charges depending on the type of key fob or card that has been lost can be found at <http://www.exeter.ac.uk/accommodation/students/maintenance/#a2>);
- (b) never marking your key, key fob or key card with your address, or copying them or giving them or any key codes to anyone else;
- (c) locking the door to your Accommodation together with any corridor/main entrance doors in the Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- (d) not letting anyone you do not know into the Residence and accompanying your Visitors at all times;
- (e) reporting lost keys, key fobs or key cards to the Residence Reception as soon as practicable after discovery (you will remain responsible for such items until they are reported as lost). Note that you will be liable to pay the costs associated with the replacement of any lost keys, key fobs or key cards and if such items are lost with any personal details we may have to change the locks which can be expensive;

		<p>(f) promptly reporting to the University's Security Team any suspicious circumstances likely to affect the security of any part of the Residence; and</p> <p>(g) reporting any damage to the Residence caused by an intruder to the University's Security Team as soon as reasonably practicable (and in any event within 24 hours of becoming aware of the same).</p> <p><b>2.8.4 Health &amp; Safety</b></p> <p>You agree:-</p> <p>(a) to report to the Residence Reception any accident causing injury which you are involved in or any incident that could have resulted in injury and may indicate a need for facilities in the Accommodation or Residence to be adjusted;</p> <p>(b) to provide advance notice to the Residence Management Team if you intend to be away from the Accommodation overnight;</p> <p>(c) to comply with guidance regarding the use of lifts (if any) in the Residence;</p> <p>(d) to notify the Accommodation Office in writing if you are subject to any bail conditions that relate to or may affect the Accommodation or the Residence or your use of them;</p> <p>(e) to inform the Residence Reception if you are diagnosed with or have been in contact with an infectious or contagious disease e.g. meningitis or typhoid;</p> <p>(f) not to do anything which may cause damage to any electrical or gas installations or equipment in the Residence or which may be a fire risk or in any other way put the health and safety of others or our or other people's property at risk;</p> <p>(g) not to fly drones within, or in the vicinity of, the Residence or any of our other residences; and</p> <p>(h) not to order any food/perishables or alcohol for delivery to the Accommodation or the Residence unless you are available to accept delivery of such items in person (we will not accept any such deliveries on your behalf).</p>
2.9	<b>Pets</b>	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence. If you require an Assistance Animal or Emotional Support/Therapy Animal please contact the Accommodation Office before Accepting this Agreement;
2.10	<b>At the end of the Agreement</b>	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.10.1 to vacate the Accommodation by 10am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>2.10.2 to return all keys, key fobs or key cards to the Residence Reception on the last day of the Period of residence or if the Agreement has terminated earlier in accordance with its terms, on the last day of the Agreement. If keys, key fobs or key cards are not returned within 7 days of the last day of the Period of Residence or the last day of the Agreement (if earlier) or are lost during the Period of Residence we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this. If any lost keys, keys fobs or key cards are located, they must be returned to the Residence Reception as soon as possible;</p> <p>2.10.3 to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you fail to do this, you will be responsible for the cost of cleaning and/ or carrying out any necessary repairs the Accommodation, and repairing or replacing any damaged items listed in the Inventory; and</p>

		<p>2.10.4 if you leave any rubbish in the Accommodation, you agree that we can dispose of this and charge you for the reasonable cost of doing so. If you leave any personal belongings in the Accommodation, the Communal Areas or the outdoor stores, we will notify you of this and give you up to 21 days to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings and charge you for the reasonable cost of doing so. Please note that in relation to bicycles that are left in the communal bike storage areas, we will use reasonable endeavours to identify the owner of such bicycles, but if we are unable to do so, we will place a notice on the bicycle notifying the owner that they have 21 days in which to collect the bicycle.</p>
<b>3.</b>	<b>OUR RIGHTS</b>	
3.1	<b>Alterations and building works</b>	<p>We have the right to carry out any alterations or building works at the Accommodation, the Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.</p>
3.2	<b>Access &amp; inspection</b>	<p>3.2.1 As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice. In most instances (out of courtesy only and not because we are legally obliged to do so) we will enter the Accommodation during the day and we will give you reasonable prior written notice of our intention to access the Accommodation (reasonable notice being not less than 7 days in relation to planned maintenance and 24 hours notice for more urgent maintenance). Notice will not be provided if we need to enter in the event of an emergency, to repair a fault that you have reported or to carry out our obligations in this Agreement in respect of cleaning,</p> <p>3.2.2 Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following: (a) in an emergency, for example fire or flooding; (b) in order to maintain or repair the Accommodation, or any other part of the Residences to comply with our responsibilities under this Agreement; (c) to carry out Flat and/or Accommodation inspections; (d) to test any fire equipment; (e) to inspect the Accommodation prior to your departure; (f) if we have grounds to be concerned for your welfare or the welfare of your Visitors, for example if there are reports of self-harm or attempted suicide; and/or (g) if we have reasonable grounds for suspecting that illegal activities are being carried out in the Accommodation, for example drug taking or prostitution.</p> <p>3.2.3 If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present.</p> <p>3.2.4 If you are not present then, irrespective of whether or not this relates to a visit of which we have given you notice, we will let ourselves into the Accommodation using our duplicate key. We will charge you with any reasonable costs we incur if, when calling on a pre-arranged visit, we cannot gain access to the Accommodation (eg because access is refused or you are not in).</p> <p>3.2.5 In an emergency (eg water is overflowing or someone's life or safety is at risk), if you are not in to give us access to the Accommodation, we may have to force entry; if we do, we will secure the Accommodation and repair any damage caused by the forced entry. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, we will charge you with the reasonable cost of having to force entry and repair any associated damage.</p>
3.3	<b>Removal of items from the Accommodation</b>	<p>We may remove from the Accommodation or Residence any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance, subject to giving you prior warning. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence.</p>

3.4	<b>Our right to require you to relocate</b>	<p>3.4.1 As this Agreement is a licence, we have the right to move you to similar alternative accommodation at any time (including after this Agreement is formed but before you arrive at the Residence). We will normally only require you to move to similar alternative accommodation for the following reasons:-</p> <p>(a) for reasonable management reasons (eg where we consider, acting reasonably, that we need to carry out works to the Accommodation or Residence, that the Accommodation or Residence is unfit for occupation where it is reasonably necessary for reasons associated with any global pandemic or epidemic);</p> <p>(b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or safety or the well-being or safety of others or to prevent damage to the Accommodation;</p> <p>3.4.2 If we request you to relocate:</p> <p>(a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours or immediately in case of emergency;</p> <p>(b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date;</p> <p>(c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (eg travel costs) directly incurred by you moving into the alternative accommodation.</p> <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>
<b>4. YOUR RIGHTS</b>		
4.1	<b>Occupation</b>	<p>For the Period of Residence we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-</p> <p>4.1.1 a licence to occupy the Flat;</p> <p>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Flat; and</p> <p>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.</p>
<b>5. IF YOU BREACH THIS AGREEMENT</b>		
5.1	<b>Payment for loss or damage</b>	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you, any person authorised to occupy under clause 2.4 or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.</p>

		<p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), 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 Accommodation or in the Residence when the damage occurred.</p> <p>5.1.3 Typical charges for damage and additional cleaning will be payable as set out in at <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/maintenance/">http://www.exeter.ac.uk/accommodation/students/currentstudents/maintenance/</a> and <a href="http://www.exeter.ac.uk/accommodation/students/currentstudents/cleaning/">http://www.exeter.ac.uk/accommodation/students/currentstudents/cleaning/</a>. Fines will be payable in accordance with the disciplinary policy which can be accessed at <a href="http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/">http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/</a>. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement;</p>
5.2	<b>The procedure we will follow if you have breached this Agreement</b>	<p>If you, any person authorised to occupy under clause 2.3 or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:</p> <p>5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Authorised Staff will decide whether to:</p> <ul style="list-style-type: none"> <li>(a) take no action;</li> <li>(b) discuss this with you informally;</li> <li>(c) write to you to draw your attention to the alleged breach and/or take further action in accordance with clause 5.2.2 (at our discretion).</li> </ul> <p>5.2.2 Except in the circumstances set out in clause 5.2.2, where we decide to take further action in relation to any breach:</p> <ul style="list-style-type: none"> <li>(a) the Residence Management Team will investigate the alleged breach and write to you drawing the alleged breach to your attention;</li> <li>(b) in that letter, the Residence Management Team will invite you to meet with Residence Management Team in order to discuss with you the circumstances of the alleged breach;</li> <li>(c) at the conclusion of the meeting (or within a reasonable period of time following the meeting), or if without good reason you fail to attend the meeting, Residence Management Team will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to: <ul style="list-style-type: none"> <li>(i) take no further action; or</li> <li>(ii) give you an oral warning; or</li> <li>(iii) a written warning; or</li> <li>(iv) a final written warning (which will be issued if you have already received a written warning or if the breach is serious); or</li> <li>(v) terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement); or</li> <li>(vi) require you to pay for any loss or damage and/ or our reasonable costs arising from the breach.</li> </ul> </li> <li>(d) Residence Management Team will write to you, normally within 3 days of the meeting, notifying you of the decision made;</li> <li>(e) if you are unhappy with the decision made, you can appeal the decision in accordance with the procedure set out in clause 7.1.</li> </ul>

		5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Finance Office.
<b>6.</b>	<b>TERMINATION OF THIS AGREEMENT</b>	
6.1	<b>Your right to terminate before and after you take occupation</b>	<p>6.1.1 You may terminate this Agreement by giving 28 days written notice by e-mail or post to the Accommodation Office at any time and this Agreement will end on expiry of the notice, provided that you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date and complied with your obligations in this Agreement up to and including the End Date.</p> <p>6.1.2 If you terminate this Agreement under this clause 6.1 and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date.</p>
6.2	<b>Our right to terminate if you have breached the Ts &amp; Cs</b>	<p>We may terminate this Agreement in any of the following circumstances:-</p> <p>6.2.1 if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more; or</p> <p>6.2.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 2.6 (Respect for Others) and 2.8.2 (Fire Safety) as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these clauses we may terminate this Agreement).</p>
6.3	<b>Our right to terminate for other reasons</b>	We may terminate this Agreement by giving 28 days written notice by e-mail or post to you at any time and this Agreement will end on expiry of the notice.
6.4	<b>Effect if we terminate the Agreement</b>	<p>6.4.1 If we terminate the Agreement in the circumstances set out in clause 6.2:-</p> <p>(a) this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, any person authorised to occupy under clause 2.3 or your Visitors.</p> <p>(b) we will charge you a fee of £120.00 towards losses incurred by us as a result of early termination of the Agreement</p> <p>6.4.2 If we terminate this Agreement in the circumstances set out in clause 6.3, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the termination date.</p> <p>6.4.3 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.</p>

7.	<b>COMPLAINTS/ APPEALS</b>	
7.1	<b>Procedure</b>	If you are unhappy with the Accommodation or feel we have not fulfilled our obligations under this Agreement you should discuss this with Accommodation Office.
8.	<b>OTHER MATTERS</b>	
8.1	<b>Notices</b>	<p>8.1.1 In the case of all letters and notices sent under the terms of or in accordance with the provisions of this Agreement these need to be sent as follows (in order for the letters or notices to be deemed to be received):</p> <p>(a) us to you will be properly served if they are (i) prior to you arriving at the University, delivered to you by hand, first class post, or special delivery at the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 8.1.3) and (ii) following your arrival at the University, delivered to you by hand, leaving it at your Flat or at the Residence Reception;</p> <p>(b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Residence Reception or if sent to us by via SID online at <a href="https://www.exeter.ac.uk/sid/">https://www.exeter.ac.uk/sid/</a> or email - details available at <a href="https://www.exeter.ac.uk/accommodation/contact/accommodationteam/">https://www.exeter.ac.uk/accommodation/contact/accommodationteam/</a></p> <p>8.1.2 A notice sent by the following means is to be treated as having been received:</p> <p>(a) if delivered by hand, on the day of delivery; or</p> <p>(b) if sent by first class post or special delivery, on the first working day after posting; or</p> <p>(c) if sent by e-mail on the day it is sent (provided it is sent prior to 5pm, if it is sent after 5pm, it will be deemed to have been delivered the following day)</p> <p>8.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.</p> <p>8.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (ie not us).</p>
8.2	<b>Data Protection</b>	<p>8.2.1 We process data relating to you for the purpose of: (a) administering this Agreement (which may include sending communications to you and/or processing any payments made by you); (b) processing, considering and/or fulfilling any requests made in respect of your residency; (c) managing and maintenance of University of Exeter residencies and non-academic activities; (d) health, safety and day to day running of University of Exeter residencies; (e) diversity and equal opportunity monitoring; (f) to provide support services; and (g) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime. Please be aware that a failure by you to provide us with your personal data when requested for the aforementioned purposes may result in the termination of this Agreement.</p> <p>8.2.2 We may need to process special categories of your personal data (for example racial or ethnic origin, medical or health data, political opinions, religious or philosophical beliefs, biometric data etc.) To give your consent to this processing you will need to tick the relevant box on the Agreement Summary. You can withdraw your consent to this processing at any time by writing to the Accommodation Office. On receipt of the withdrawal of your consent, we will cease the processing. This does not affect our rights to process your special categories of personal data prior to the withdrawal of your consent or where we are required to do so for legal reasons.</p> <p>8.2.3 If we intend to process your personal data for a purpose other than as listed above, prior to such processing we will provide you with any further information as required by the Data Protection Laws.</p>

- 8.2.4 The controller (as defined in the Data Protection Laws) of your personal data is the University of Exeter.
- 8.2.5 The University of Exeter's data protection officer who is responsible for the application of our privacy policies and data protection compliance and governance can be contacted by emailing [dataprotection@exeter.ac.uk](mailto:dataprotection@exeter.ac.uk).
- 8.2.6 Any questions, comments or requests regarding the processing of your personal data should be sent to the Accommodation Office in the first instance.
- 8.2.7 We may share your personal data with: (a) the owner of the Accommodation (if not us) and our/the owner's contractors appointed in connection with this Agreement or the Accommodation; (b) any service providers who the University of Exeter may use to help with the administration or practical day to day running of the University of Exeter residences; (c) relevant departments and organisations (Governmental or otherwise) to whom the University of Exeter has a statutory duty to disclose (e.g. council tax officers, immigration authorities and Local Authorities to confirm eligibility for council tax exemptions, police forces, security organisations, courts and tribunals); and (d) Local Electoral Registration officers to assist with complete and accurate maintenance of the electoral roll.
- 8.2.8 We, the owner of the Accommodation (if not us) and our/the owner's contractors may share the personal data with each other, with the police or other regulatory authorities, and/or with other organisations as may be permitted or required by law.
- 8.2.9 Your personal data may be shared between the parties listed in clauses 8.2.7 and 8.2.8 above outside of the European Economic Area. We are able to share your personal data in this way as we have entered into an agreement with such parties in terms approved by the European Commission. A copy of the relevant set of Standard Contractual Clauses are available to view at the Accommodation Office.
- We will process your personal data for as long as this Agreement is in force. Following termination or expiry of this Agreement we will continue to store it for a period of up to 6 years.
- 8.2.10 You have the right, subject to the requirements and exemptions of the Data Protection Laws to request: (a) access to the personal data that we hold about you; (b) rectification of personal data that we hold about you where you believe the information is inaccurate; and (c) erasure of the personal data that we hold about you. For further information on your rights link to <http://www.exeter.ac.uk/dataprotection/rights/>
- 8.2.11 You have the right to obtain from the us restriction of processing where: (a) you contest the accuracy of the personal data we are processing for a period enabling us to verify the accuracy of the personal data; (b) the processing is unlawful and you oppose the erasure of personal data and request restriction instead; or (c) we no longer need the personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defence of a legal claim.
- 8.2.12 "Restriction" in practice means with the exception of storage, we will only be able to process the personal data with your consent or for the establishment, exercise or defence of legal claims or for the protection of another natural or legal person or for reasons of important public interest.
- 8.2.13 You are entitled to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those personal data to another data controller, without hindrance where the processing is based on consent or the processing is carried out by automated means. We do not consider that you will have a specific right to data portability in the context of this agreement (save for special categories of personal data) as (a) processing will not be carried out on the basis of consent; and (b) no automated processing is carried out in respect of this Agreement.

		8.2.14 You have the right to lodge a complaint with the Information Commissioner's Office, whose contact details are located on their website. However, if you are not happy with the way we are handling your personal data, we encourage you to speak to the Accommodation Office in the first instance. The Accommodation Privacy Policy can be found at <a href="http://www.exeter.ac.uk/privacy/applicants/">http://www.exeter.ac.uk/privacy/applicants/</a>
8.3	<b>Liability for loss or damage</b>	Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.
8.4	<b>Governing law and enforceability</b>	8.4.1 This Agreement is governed by English law. 8.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.
8.5	<b>Legislation</b>	The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8.6	<b>VAT</b>	At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.
8.7	<b>Council tax</b>	If for any reason you cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).
8.8	<b>Television Licence</b>	If you bring a television into the Accommodation, watch live or on-demand television through your computer or otherwise require a television licence for any device that you use in the Accommodation or the Residence (save for any device supplied to the Communal Areas by the University), you will be responsible for obtaining your own television licence and by bringing the device into the Accommodation/Residence you confirm that you have obtained a television licence.

## SCHEDULE 1

1.	<b>Payment of Licence Fee</b>	1.1 Your Licence Fee must be paid on arrival once an invoice has been raised and sent to you. 1.2 For methods of payment, please refer to your invoice.
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## GLOSSARY

Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:

<b>Accept</b>	<p>Means to formally accept these Ts &amp; Cs by returning the signed Agreement Summary to us and "Accepted" and "Accepting" are to be interpreted accordingly.</p> <p>If you move into the Accommodation without formally accepting these Ts &amp; Cs by returning the signed Agreement Summary to us, you will be deemed to have Accepted these Ts &amp; Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.</p> <p>If you move into the Accommodation prior to the issuing of the Contract Formation E-mail, you will be deemed to have Accepted these Ts &amp; Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.</p>
<b>Accommodation</b>	Means the Flat or any alternative accommodation to which you have moved under this Agreement.
<b>Accommodation Office</b>	Means University Accommodation Office Team contactable by telephone on 0300 555 0444 or via contact details shown at <a href="https://www.exeter.ac.uk/accommodation/contact/accommodationteam/">https://www.exeter.ac.uk/accommodation/contact/accommodationteam/</a>
<b>Agreement</b>	<p>Means the contract between us and you relating to the Accommodation and comprising:</p> <ol style="list-style-type: none"> <li>1. these Ts &amp; Cs;</li> <li>2. the Agreement Summary; and</li> <li>3. the Contract Formation E-mail.</li> </ol>
<b>Agreement Summary</b>	Means the paper copy headed "Agreement Summary" which contains the specific details of the Accommodation being offered to you, the Period of Residence and the Licence Fee.
<b>Assistance Dog</b>	Means any assistance dog, including a service dog and a working dog.
<b>Authorised Staff</b>	Means staff authorised by Senate to investigate and impose penalties, details of which can be accessed at <a href="http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/">http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/</a>
<b>Communal Areas</b>	Means all stairwells, corridors, landings, reception areas and entrance halls within the Residence, any shared kitchens and/or bathrooms in the Residence, any communal social or study space within the Residence or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation.
<b>Contract Formation E-mail</b>	Means the e-mail that you will receive from us following receipt of the signed Agreement Summary from you confirming that your application for a Flat has been successful and setting out the details of your Accommodation, Licence Fee and Period of Residence.
<b>End Date</b>	Means the date of the expiry of the 28 days written notice given by you under clause 6.1.1.
<b>Finance Office</b>	Means the University finance office who can be contacted by telephone on 0300 555 0444 or by contact details shown at <a href="https://www.exeter.ac.uk/sid/">https://www.exeter.ac.uk/sid/</a>
<b>Flat</b>	Means the studio flat at the Residence that will be allocated to you on your arrival.
<b>Licence Fee</b>	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary.
<b>Period of Residence</b>	Means the period starting and ending on the dates specified in the Agreement Summary (unless the Agreement ends earlier in accordance with the terms of this Agreement).
<b>Residence</b>	Means the specific residence named in the Agreement Summary together with any external areas of the residence which are owned by us (e.g. car parks, roads or gardens which adjoin the residence).
<b>Residence Management Team</b>	Means the residence management team whose contact details are available at <a href="http://www.exeter.ac.uk/accommodation/contact/other/">http://www.exeter.ac.uk/accommodation/contact/other/</a>

<b>Residence Life Team</b>	Means the residence life team who can be contacted by telephone on 01392 722875 or by e-mail at <a href="mailto:residencelife@exeter.ac.uk">residencelife@exeter.ac.uk</a>
<b>Residence Reception</b>	Means the residence reception whose contact details are available at <a href="http://www.exeter.ac.uk/accommodation/contact/residencereceptions/">http://www.exeter.ac.uk/accommodation/contact/residencereceptions/</a>
<b>University Security Team</b>	Means the University's security team who can be contacted by telephone on 01392 723999 or by email at <a href="mailto:E.Patrol@exeter.ac.uk">E.Patrol@exeter.ac.uk</a>
<b>Visitors</b>	Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation and/ or Residence.

In these terms and conditions "you" means the person signing this Agreement and "we" means The University of Exeter. The expressions "your" "our" and "us" should be read accordingly.