



Licence to Occupy a Room in Halls of Residence 2009/2010

Date: 20 September 2009

Name of Student:

Permanent Address of Student:

Postcode:

Signed on Behalf of Accommodation Service:

A handwritten signature in blue ink, appearing to read "J. Bodden", written over a horizontal line.

Signed by Student:

(Student must also sign each page)

The Accommodation Service
Buckinghamshire New University
Brook Street Halls of Residence
Bridge Street
High Wycombe
Buckinghamshire
HP11 2ET

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CONDITIONS AND REGULATIONS OF RESIDENCE

1. Licence

- 1.1 This Halls Licence is a legally binding document, for the period 20th September 2009 to 10am on the 11th July 2010. By signing the Licence you are agreeing to the terms and conditions of the agreement for the whole period.
- 1.2 If your course extends beyond 11th July 2010 and you require halls accommodation you may be required to move rooms and will be required to pay rent for the additional nights in advance and you must contact the Accommodation Service to agree terms of residence.
- 1.3 The University reserves the right to require you to move rooms immediately without prior notice.
- 1.4 A student accused of gross misconduct may be excluded from accommodation prior to a formal disciplinary hearing.
- 1.5 Students must comply with any reasonable instructions issued by any member of staff, or any agent of the University, failure to do so will be considered a breach of licence.
- 1.6 Students must behave with consideration to other residents and members of the Halls community. Any disruptive or anti-social behaviour will result in eviction from the accommodation. Aggressive or threatening behaviour towards other residents or University staff will result in eviction proceedings.
- 1.7 Failure to pay rent, or comply with the terms and conditions of the Licence, will result in the University giving 28 days notice to leave the accommodation.
- 1.7.1 If a Notice to Quit should be suspended pending further good behaviour and a subsequent breach of the licence is committed, a second Notice to Quit will not be issued. We will issue a 7-day warning and then take County Court action.
- 1.7.2 If, for any reason, a Notice to Quit is enforced then future applications for University Accommodation will be declined.

2. Residential Fees

- 2.1 By accepting University accommodation, you are agreeing to live by the Conditions and Regulations of residence and to pay your rent in full for the duration of the Halls Licence, irrespective of actual days in residence.
- 2.2 Rent can be paid in two ways:
 - 2.2.1 The fee for the total residential period is paid in full before or at the time of moving into the accommodation. With this option you will receive £100 discount.
 - 2.2.2 The fee for the total residential period is paid in three equal instalments. Payment dates 12th October 2009, 11th January 2010 and 22nd March 2010, to coincide with loan payments. Payments must be in the form of Direct Debit or by credit card.
- 2.3 The following discount options apply:
 - 2.3.1 £100 discount if residency commences before or on 1st October 2009 and the full fee for the residential period is paid at the time of moving into the accommodation. (Full year accommodation only)
 - 2.3.2 If a discount applies, it is deducted at the time of making the payment
- 2.4 If a debt persists, 28 days notice to quit may be given, and under these circumstances the University reserves the right to charge Court fees to a students account, (at time of printing £100.00 - £150.00). Other legal charges, such as warrant fee will also be charged (£92 at time of printing).
- 2.4.1 Outstanding debts will be passed to an external debt collection agency.
- 2.5 No refund will be made for any absence from the accommodation, including, but not limited to, vacation periods or late arrival.
- 2.6 The residential fees (without discount) are as follows:

Halls	Weekly Rate	Nightly Rate	Payment in full 20.09.09-11.07.10 (294 nights)
Brook Street Halls	£80.01	£11.43	£3,360.42
Hughenden Park Student Village - Ensuite	£105.00	£15.00	£4,410.00
Hughenden Park Student Village - Studio	£126.98	£18.14	£5,333.16

3. Deposit

- 3.1 In order to secure a room in halls, a pre-payment deposit of £200 must be paid to the University. You are not able to obtain the key to your halls accommodation without having made this payment.
- 3.2 £200.00 will then be deducted from your first accommodation payment.
- 3.3 The deposit will be refunded in full, if you are unsuccessful in gaining a course place, or if you do not take up residence, provided you inform the Accommodation Service at least one week before the beginning of your residency period. The refund will be made by cheque direct to you, irrespective of who made the payment.

Signed by Student: _____

4. Vacating Your Room

- 4.1 You must vacate your halls room by the end of the Licence period.
- 4.2 Room keys must be returned to Security by 10.00am on the last day of your licence (as specified in clause 1.1) unless you have made an arrangement to stay longer (as clause 1.2); in which case your keys can be exchanged as agreed.
- 4.3 Any possessions left in a room after the end of the licence will be disposed of as follows:
 - 4.3.1 Perishable items will be thrown away immediately.
 - 4.3.2 Lower-value items will be disposed of, via a charitable organisation where possible.
 - 4.3.3 Higher-value items will be stored for 4 weeks and then disposed of, via a charitable organisation where possible.

5. Giving Up Your Halls Place Early

- 5.1 You can terminate the licence within 6 weeks of the date your residency began, provided you have given the Accommodation Manager one weeks notice and paid £100.00 withdrawal fee to cover loss of rent and administrative costs. One weeks' rent will be charged in lieu of notice if none is given.
- 5.2 After the six week deadline has passed the licence is an absolute covenant, and rent must be paid until the end of the licence period, unless your room is re-let to another student acceptable to the University. The room can only be re-let through the Accommodation Service.
- 5.3 In exceptional circumstances, an appeal to leave earlier can be made in writing to the University Accommodation Manager, at the address given on the front cover.
- 5.4 Students who withdraw from Buckinghamshire New University are permitted to end the licence at any time, provided one week notice is given to the Accommodation Manager and £100.00 withdrawal fee is paid.
- 5.5 Rent will be charged up to the day the room keys are returned to security.
- 5.6 If you are asked to vacate your hall room due to misconduct or breach of Licence, you will be charged rent until your keys are returned, and £100.00 withdrawal fee will apply, to cover loss of rent and administrative costs. If the room is unable to be re-let, we reserve the right to charge rent to the end of the licence period to cover the loss of rent.

6. Vacation Residence

- 6.1 You may live in your room during the short vacations at Christmas and Easter, but will be charged for these periods, whether you remain or not.
 - 6.1.1 You should notify the Accommodation Service of your intention to stay during short vacations, and give the dates you will be resident, for Health and Safety reasons.

7. Right of Forfeiture

- 7.1 If you fail to pay the required rent or fail to comply with the Conditions and Regulations of Residence, the University is entitled to enter and repossess your room and your right to occupy the room will cease immediately, subject to due legal process.

8. Ceasing to be a Student with Buckinghamshire New University

- 8.1 When a student has, for any reason, ceased to be a current full-time student with Buckinghamshire New University, he/she is required to inform the Accommodation Service immediately and vacate his/her room and the licence will terminate immediately, subject to due legal process.
 - 8.1.1 In such cases a £100 withdrawal fee will be charged to cover loss of rent and administrative costs.
 - 8.1.2 If a student fails to vacate immediately they will be deemed to be an unauthorised occupier and any monies accepted from him/her by the University shall be deemed to be payment of damages for use and occupation and not rent.

9. Room Transfer

- 9.1 You must discuss any request concerning a change of room with the Accommodation Service.
- 9.2 Any room transfer is agreed at the discretion of the Accommodation Manager, and no transfers will take place within the first three weeks of the academic year.
- 9.3 A charge of £25.00 must be paid in advance to the Accommodation Service before the transfer.
- 9.4 Any student with outstanding accommodation fees will not be allowed to transfer rooms until the debt is settled.
- 9.5 Transferring rooms without permission from the Accommodation Service is a serious breach of the Licence, which could result in the loss of your accommodation.

10. Cleanliness

- 10.1 Housekeeping staff will clean all external communal areas, such as hallways; they will not clean within flats.
- 10.2 Accommodation Service staff and the halls staff will inspect communal areas on a weekly basis.
- 10.3 Accommodation Service staff and the halls staff will inspect halls bedrooms termly.
 - 10.3.1 If your room fails to reach satisfactory standards of cleanliness, you will be requested to make an improvement within 7 days.

Signed by Student: _____

- 10.3.2 If your room is persistently below standard, it will be brought to the attention of the University Accommodation Manager, and you will be charged £30.00-£50.00 to have your room professionally cleaned.
- 10.4 All communal areas must be left clean after use.
- 10.5 The University has the right to close a kitchen that does not conform to reasonable standards of cleanliness. If this occurs, a charge of £100.00, to cover staff and administrative costs, will be divided between those students with access to the kitchen.
- 10.6 Rubbish must be disposed of in the bins provided and recycling must be undertaken wherever possible.
- 10.7 You are not permitted to throw anything from windows of University buildings.
- 10.8 You must provide your own cleaning materials.

11. Use of the Accommodation / University Grounds

- 11.1 You cannot use the halls of residence for any illegal purpose. The University reserves the right to ask you to vacate your room under such circumstances.
- 11.2 You cannot use the halls of residence as a location from which to run any kind of business.

12. Guests

- 12.1 You must not sublet your room.
- 12.2 Due to fire regulations, rooms are for single occupancy only. Overnight guests are not permitted at any time. Failure to observe this regulation could result in the loss of your accommodation.
- 12.3 You are permitted guests at other times, but are fully responsible for their behaviour and actions.
- 12.4 If you wish to have guests in halls you must adhere to the individual halls security procedures. Details are available from the appropriate Accommodation Manager.

13. Keys & Cards

- 13.1 You will be issued with keys/card on arrival, provided you have paid a pre-payment deposit, signed your Licence, and either paid the rent, or supplied payment details.
- 13.2 All lost keys must be reported to the Accommodation Service. A charge will be made for any replacements, see standard list of charges 18.6.

14. Additions/Alterations to Room

- 14.1 No supplementary heating is permitted in halls.
- 14.2 All rooms have 13 amp sockets; a multi-point extension block on the end of a cable with a fused plug may be used.
 - 14.2.1 Multi-adaptors are not permitted.
 - 14.2.2 Kettles and other high amp items are likely to overload circuits and are therefore not allowed in bedrooms.
- 14.3 It is your responsibility to ensure that all electrical appliances you bring to University are approved and tested to current safety standards.
 - 14.3.1 The University reserves the right to remove any electrical appliance considered to be unsafe or causing a nuisance.
- 14.4 Due to strict fire regulations, you are not permitted to personalise your room by either removing or moving the existing furnishings (this includes curtains), or by adding your own.

15. Noise

- 15.1 In halls you are part of a close-knit community, and the rights of neighbours should be respected. Complaints regarding noise at any time during the day or night, will be treated as a breach of the licence, and could result in the ending of your licence.
 - 15.1.1 If a complaint concerning noise is made and a request to reduce the level of noise is ignored, the University reserves the right to remove and confiscate equipment causing the noise.
- 15.2 Musical instruments are only permitted if played at a reasonable volume and reasonable times. The University reserves the right to confiscate any instrument causing a noise nuisance to other residents.
 - 15.2.1 Decks or sub woofers are not permitted in halls.
- 15.3 Parties are not allowed within the halls of residence.
- 15.4 Construction work will be undertaken at the Hughenden Park Student Village throughout the duration of the licence period. By signing this Licence Agreement you are accepting that there may some noise disturbances as a result

16. Pets

- 16.1 You are not permitted to keep any animals in halls (this includes birds, fish, rodents and reptiles).

17. Access to Rooms by University Staff or Agent of the University

- 17.1 You must allow access to your room by University staff or an agent of the University in normal pursuance of their duties if requested.
- 17.2 You must allow access to your room for random Health and Safety inspections without prior notice.

Signed by Student: _____

18. Damage and Defects

- 18.1 You must check your room and complete an inventory form within 14 days of moving in, and return it to your Senior Resident.
- 18.2 Damage and defects must be reported immediately to the Halls Reception.
- 18.3 You are not permitted to carry out any repairs or modifications to University halls buildings.
- 18.4 Any damage to individual rooms will be charged against the occupant.
- 18.5 Posters should be confined to the pin board area.
- 18.5.1 The cost of repairing walls or other furniture due to use of fixing agents will be charged to you.
- 18.6 The Standard Charges for repair / replacement are as follows:

Key replacement (each key)	£20.00
Key fob replacement	£11.00
Iron replacement	£20.00
Ironing board replacement	£25.00
Duvet replacement	£20.00
Pillow replacement	£5.00
Telephone replacement	£20.00
Henry vacuum replacement	£120.00
Fire extinguisher replacement	£70.00
Attributed discharged extinguisher	£20.00
Smashed 'Break Glass' fire alarm	£100.00
Replacement fire door/ bedroom door	£450.00
Paint wall	£50.00
Repair broken window	Up to £500.00
Replace bedroom carpet	£200.00
Kitchen cleaning	£100.00
Rubbish removal	£5.00 per bag
Bedroom cleaning	£30.00 - £50.00

- 18.6.1 All invoices will be subject to a £10 administration charge in addition to the cost shown above.
- 18.6.2 Any other item stolen or deliberately or accidentally broken will be individually charged for either replacement cost or repair and a £20 charge per invoice will be added to cover administrative costs.
- 18.6.3 Un-attributed damage will be shared between residents of the unit, and invoiced to each student.
- 18.6.4 An appeal against un-attributed damage must be made in writing to the University Accommodation Manager within 14 days of notification of damage, and supported by appropriate evidence.
- 18.6.5 Malicious or deliberate damage to University property or the belongings of other residents will result in 28 days notice to quit the accommodation.

19. Bicycles, Cars, Motor Cycles and Parking

- 19.1 The storage of bicycles is not permitted in bedrooms or communal areas (including hallways and stair cases).
- 19.2 Bicycles should be stored in the bicycle racks, which are provided at each halls of residence.
- 19.3 Buckinghamshire New University are not responsible for loss or damage to vehicles or bikes.
- 19.4 No resident is permitted to bring a car or motorcycle to High Wycombe, and those found to have brought a motor vehicle to University without prior permission will be asked to vacate his/her room, subject to due legal process.

20. Fire and Emergency Procedures

- 20.1 As soon as you hear the fire alarm emit a continuous sound, you must evacuate the building immediately. Failure to vacate under these circumstances will be considered a breach of the licence and could result in the loss of accommodation.
- 20.2 In the event of fire, raise the alarm, carry out the actions instructed on the fire notices and inform University staff and Senior Residents.
- 20.3 Any intentional or reckless interference with, or misuse of, fire extinguishers, smoke detectors, fire alarms or fire escape routes, is a criminal offence under Section 8 of the Health and Safety at Work Act, 1974. You risk six months imprisonment or a fine of up to £2000.00.
- 20.4 Masking of smoke detectors is a serious risk to all residents. It can incur a fixed penalty fine of £80.00 enforced by the Fire Brigade, and a Police record for criminal damage.
- 20.5 The fire brigade do attend fire alarms. Any misuse will incur a charge, as cited in Standard Charge list 18.6. Disciplinary action may also be taken. Drunkenness or first offences will not be considered to be an excuse.
- 20.6 You may be asked to vacate your room, face disciplinary action, and be charged with a criminal offence if you are identified as misusing fire equipment.

Signed by Student: _____

