

## **ACCOMMODATION LICENCE AGREEMENT**

### **Part I: The Parties to this Agreement & the Accommodation**

#### **THIS FIXED TERM AGREEMENT IS MADE BETWEEN:**

[[Profile..First\_Name]] [[Profile..Last\_Name]], (being "the Resident")

#### **AND**

the University of Greenwich, Old Royal Navy College, Park Row, Greenwich, London, SE10 9LS,  
Company Registration Number 00986729 (being "the University")

#### **AND IS MADE IN RELATION TO:**

[[Assignment.TableRepeat.Start]][[Assignment.List.RoomManagementBedSpace]][[Assignment.TableRepeat.End]](being "the Accommodation") or any other room of a similar type in the same Halls of Residence which the University may allocate to the Resident.

### **Part II: Main Terms of the Licence Agreement**

#### **1. Period of the Licence Agreement**

By this Agreement the University grants the Resident a Fixed Term Licence Agreement to occupy the Accommodation from [[Assignment.TableRepeat.Start]][[Assignment.List.RoomManagementMoveIn]] until [[Assignment.List.RoomManagementMoveOut]][[Assignment.TableRepeat.End]] upon the terms and conditions set out and incorporated herein.

#### **2. The Accommodation Fees**

The Resident will pay accommodation fees of  
[[Assignment.TableRepeat.Start]][[Assignment.List.RoomManagementBillAmount]][[Assignment.TableRepeat.End]] for the period of the Licence Agreement.

If the Resident has been allocated a bed space in a twin/shared room they should be aware that should the University be in a position where it has an unoccupied bed space in this room they may be asked to move into another room. If the Resident's twin/shared room becomes a single occupancy room because a resident fails to take up occupancy or leaves the room before the expiry of the licence agreement, the Resident may be offered an alternative room or the vacancy may be filled with another resident. If the Resident decides to remain in the room as a single occupant rather than move to an alternative room, the room rate will revert to a single occupancy rate for a twin room (i.e. paying for both bed spaces).

#### **3. The Deposit**

3.1 In order to confirm the booking in a Hall of Residence, the Resident is required to pay a deposit of £400 to be held by the University.

3.2 If the Resident fails to pay the deposit on or before the deadline date contained within their offer of accommodation then this Licence Agreement will be automatically terminated without further notice to the Resident.

3.3 The deposit will be credited to the Resident's hall fees within one month of the start of the Licence Agreement.

3.4 A refund of the deposit will only be made if the Licence Agreement has been cancelled and some or all of the deposit amount is due to the Resident.

3.5 If the Resident fails to take up occupancy and has not cancelled this Licence Agreement in accordance with the terms and conditions outlined in section 6 of the Licence Agreement, all or some of the deposit may be applied towards payment of accommodation fees until a replacement is found for the Accommodation.

### **Part III: Definitions and Interpretation**

The intention in providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this agreement. It is not meant to be an exhaustive or complete list.

In this agreement the following expressions have the meanings given in this clause:

- "Licence Agreement" means this contract that the student must sign before moving into the Accommodation which includes dates of residence, accommodation fees expected and the terms and conditions of living in the Accommodation.
- "Halls of Residence" means the buildings and grounds owned or leased by the University in which the Resident has been granted a Licence Agreement.
- "Accommodation" means the room within the Halls of Residence and associated Shared Facilities and Communal Areas granted to the student on a Licence Agreement.
- Accommodation Conduct Procedure means the procedure that will be implemented in respect of any applicable breach of the health & safety and/or conduct provisions of the Licence Agreement.
- "Shared Facilities" means any kitchen, dining/living room, bathroom, hallway or other communal areas shared between occupants of a flat.
- "Communal Areas" means those parts of the Halls of Residence and grounds which all Residents of Halls of Residence are entitled to use in common with each other.
- "Accommodation Services" means the authorised staff within the University of Greenwich responsible for dealing with matters relating to the Accommodation including allocation, contractual issues, accommodation fees and deposits, welfare and pastoral issues, discipline and liaison with the facilities managers of the Halls of Residence who are responsible for matters including maintenance, cleaning, safety and security.
- "Manager" means the authorised staff within Accommodation Services and/or the facilities managers of the University's Halls of Residence.
- "Notice to Quit" means the notice given by the University to the Resident to leave the premises either by a certain date or to pay overdue accommodation fees or correct some other default in order for the notice to be rescinded.
- "Resident" means a student enrolled on a full-time course of study who has signed a Licence Agreement.
- "University" means the University of Greenwich, Old Royal Navy College, Park Row, Greenwich, London, SE10 9LS, Company Registration Number 00986729.

### **Part IV: Terms and Conditions**

#### **4. Payment of Accommodation Fees**

4.1 The Resident is required to agree a payment schedule with Accommodation Services when accepting a place in hall and information about payment schedules will be issued to the Resident before and after their arrival into hall.

4.2 The University reserves the right to terminate the Licence Agreement in the event of failure to pay fees due in respect of the Accommodation in accordance with the agreed payment schedule.

4.3 The University may at any time employ a debt collection agent and/or firm of solicitors to pursue debt on its behalf and may take legal action to recover money owed. The Resident will be responsible to pay any accrued interest on the debt and any expenses incurred by the University in pursuing the debt to include but not limited to all legal costs, court and bailiff's fees.

## **5. Allocation, Disposal and Provision of Alternative Accommodation**

5.1 The University reserves the right to allocate the Accommodation to the Resident in accordance with academic, administrative and/or maintenance needs and requirements and in order to ensure good management of the Accommodation. The Resident may be required with reasonable notice to accept re-allocation to an alternative room of a similar type within the Halls of Residence or in another Halls of Residence managed by the University. In that event the terms of this Licence Agreement will apply to the alternative room so allocated unless a new Licence Agreement has been signed.

5.2 The Resident must not assign this Licence Agreement or sublet the Accommodation to any other person.

5.3 If the Accommodation is not ready for occupation at the start of the licence period, then the University shall provide suitable alternative Accommodation for the Resident. If the cost of the alternative Accommodation is greater than the amount on the Licence this will be paid by the University until the Accommodation becomes ready for occupation by the Resident. The Resident shall continue to pay the accommodation fees and deposit and any other sums due under the Licence Agreement and insofar as applicable the terms of this Licence Agreement shall apply to the Resident's occupation of the alternative Accommodation.

## **6. Cancellation / Termination of Licence Agreement**

6.1 Before the start date of the Licence Agreement, the Resident is permitted to cancel the Licence Agreement under the following circumstances:

- The Resident will be released from the Licence Agreement without financial obligation provided they notify Accommodation Services in writing via the cancellation link within the Accommodation Portal or via email at least 3 weeks (21 days) before the start date of the Licence Agreement that they no longer require the Accommodation. The Resident must ensure they receive confirmation from Accommodation Services that the Licence Agreement has been cancelled.
- If notice of cancellation is received from the Resident after the 3-week notice period, Accommodation Services will mitigate any loss payable by the Resident in respect of the Accommodation by making reasonable endeavours to find a replacement to occupy the Accommodation. All or some of the deposit may be applied towards payment of accommodation fees until a replacement is found for the Accommodation.

6.2 If the Resident has not taken up occupancy of the Accommodation within 14 days of the start of the Licence Agreement and has not agreed a later arrival date in writing via email with Accommodation Services, the Licence Agreement will be cancelled, and the full deposit will be retained.

6.3 After the start date of the Licence Agreement, the Resident may be permitted to terminate the Licence Agreement only under certain exceptional circumstances as follows:

- where another student (who is enrolled on a full-time programme of study at the University, has a good credit history and following review of their history of behaviour) is deemed suitable

and able to occupy the Accommodation as a replacement for the Resident without loss of income arising to the University; or

- where the Resident has withdrawn or interrupted from their programme of study. If the Resident withdraws or is interrupted from their programme of study, notice (normally 28 days) will be given from the date of notification of withdrawal/interruption requiring the Resident to vacate on or before the end of the notice period. The Resident will be charged for this notice period unless the licence is terminated earlier due to a replacement being found for their room.

6.4 After the start date of the Licence Agreement, the University may terminate the Licence Agreement by giving the Resident notice under certain circumstances as follows:

- where the Resident is not registered on a full-time programme of study.
- where the Resident has withdrawn or interrupted from their programme of study. If the Resident withdraws or is interrupted from their programme of study, notice (normally 28 days) will be given from the date of notification of withdrawal/interruption requiring the Resident to vacate on or before the end of the notice period. The Resident will be charged for this notice period unless the licence is terminated earlier due to a replacement being found for their room.
- where the Resident fails to pay fees due in respect of the Accommodation in accordance with the agreed payment schedule.
- where the Resident has committed (or is reasonably believed to have committed) a serious breach of the Licence Agreement or has persistently failed to comply with the Licence Agreement.
- where the Resident provides information in support of their application for a place on a programme of study which is untrue, inaccurate, or misleading or the Resident fails to disclose relevant information which would amount to a misrepresentation.
- where the Resident has been suspended from the University in connection with behaviour subject to findings under the Student Disciplinary Procedure, Fitness to Study or other applicable procedures. If, under the terms of the suspension, the Resident is not permitted to visit or reside on any of the University's campuses or is required to vacate accommodation for the Resident's own protection, or the protection of others, the Resident may be required to vacate or relocate to alternative accommodation with immediate effect.
- If the Accommodation and/or Halls of Residence has/have been severely damaged, and it is deemed unfit for occupation or the University is unable to provide the Accommodation as a result of events beyond its control and the University is unable to find you similar alternative accommodation.

6.5 Under the circumstances set out in 6.4 above, the University shall give you reasonable notice (taking into account the circumstances) that the University is terminating the Agreement. The notice period will not normally be less than 4 weeks but may be as little as 24 hours. The termination of the Agreement will not affect the University's rights to claim against the Resident for any loss or damage.

## **7. Health and Safety**

### **7.1 Fire prevention and safety**

The Resident must take reasonable care for their own and others' safety. They are expected to observe the Fire, Safety and Security regulations at all times and comply with the University Safety Policy, Codes of Practice and departmental local rules. Sanctions under the Accommodation Conduct Procedure may be imposed for failure to comply.

- Misuse of fire alarms and firefighting equipment including tampering with smoke and heat detectors is a prosecutable offence under Section 8 of the Health and Safety at Work Act 1974. The Health and Safety at Work Act 1974, including any updates or amendments is available at: <http://www.legislation.gov.uk/ukpga/1974/37>.

- The Resident and their guests must always evacuate buildings promptly when the alarm sounds.
- Bedroom doors, kitchen doors and other fire check doors must not in any circumstances be propped open as this could pose a serious danger in the event of a fire.
- Escape routes and fire exit doors must not be obstructed in any way. Personal items must not be left in corridors or stored under stairs in halls.
- In flats with interconnecting fire doors, these doors must not be opened by the Resident or their guests except in cases of emergency.
- Cooking and catering must only be undertaken in the designated kitchen areas. The Resident must never leave cooking unattended.
- In no circumstances should the Resident keep or use cooking equipment such as toasters, kettles, grills, rice cookers or hotplates in any area apart from the kitchen worktops and such equipment may be removed if found in unauthorised areas.
- Deep fat frying and the use of chip pans (i.e. a saucepan full of oil) on cookers is prohibited. Electrical deep fat fryers may be used provided they are fitted with a correct fused plug and a thermostatic control.
- The use of lighted candles, joss/incense sticks, aromatic oil heaters, shisha pipes, cigarettes or any device which has a naked flame is prohibited in Halls of Residence.
- The use of barbeques within the hall or outside communal space is prohibited.
- The hanging of net curtains or other non-fireproof material is not allowed.
- The Resident must not cover or obstruct heaters. The Resident must not place material or garments on or near a heater or obstruct the air circulation around a heater, for instance by curtains or furniture pushing up against a heater, as this could cause overheating and a fire risk.
- The Resident may not bring their own heaters into the Accommodation without permission.
- Under no circumstances should furniture that is not in good condition or does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 be brought into the Halls of Residence. Any items deemed to be a fire risk will be removed by the Manager and the cost re-charged to the Resident.
- Combustible material within the Halls of Residence should be kept to a minimum (waste material, for example, should be disposed of promptly).

## 7.2 Electrical Equipment

All electrical equipment must be fitted with a suitable and fused plug and must carry an internationally recognised certification mark. All equipment must be kept in a safe condition. Any electrical equipment that does not meet these standards may be removed. In no circumstances may the Resident add to or interfere with electrical circuits or installations of the premises. The electrical sockets in corridors must not be used by residents except for cleaning with university equipment.

## 7.3 No-smoking Policy

Smoking, including the use of electronic cigarettes, is not permitted in University Halls of Residence (this includes but is not limited to bedrooms, studios, kitchens, corridors, stairwells, and entrances). Smoking outside halls of residence should be at least 5 metres from any windows or entrances unless alternative arrangements are in place at a particular site.

## 7.4 Windows and balconies

Window restrictors must not be tampered with, and residents must not sit on window ledges. Residents must not climb over or hang over balconies.

# **8 General Conduct**

## 8.1 Respect for other Residents and neighbours of the Halls of Residence

8.1.1 In order to establish and maintain an atmosphere conducive to study and for the general well-being of the residential community, the University expects the Resident and their guests to conduct themselves, at all times, in a manner that does not cause noise nuisance, disturbance, offence or injury to other Residents, guests and/or neighbours of the Halls of Residence or damage to their property.

8.1.2 The Resident is expected to show particular consideration in respect of noise nuisance at all times. Any device for producing sound including but not limited to radios, stereo equipment, televisions, gaming devices, laptops, tablets, speakers, and musical instruments must not be audible outside the room in which it is located. The Resident and/or their guests are also advised to avoid shouting, slamming doors and other behaviour that will cause disturbance to other Residents and neighbours.

8.1.3 Halls of Residence are private living and studying environments; they are not appropriate locations for parties (particularly those involving a large number of people). The Resident must not host or advertise unauthorised events within the Halls of Residence or invite excessive numbers of guests into Halls of Residence.

8.1.4 The Resident agrees to undertake such training as is required by the University to enhance the residential and wider student community.

## 8.2 Care of the University Accommodation Buildings

8.2.1 The Resident will be issued with an individual inventory form for their bedroom and may also be issued with an inventory form for the Communal Areas (including kitchen) of the flat. The Resident must complete and return these forms within 24 hours after taking up residence. In halls where no inventory for the Communal Areas is provided the Resident should inform Accommodation Services in writing of any concerns regarding the state of the Communal Areas. The condition of the Accommodation will be checked against these forms and emails when the Resident vacates and charges may apply where damage and/or missing items not noted is found.

8.2.2 The Resident is not permitted to make any alteration to the Accommodation whether structural or otherwise, nor to make any change in the scheme of internal decoration. The Resident must keep the interior of the Accommodation in good and clean condition and keep the furniture fixtures and fittings in good order and condition. The Resident must also exercise due care and attention in the use of all Communal Areas and shared facilities. Any damage or serious mess in the Accommodation or communal areas and shared facilities must be reported immediately to Accommodation Services. Any damage or defacement, excepting that caused by normal wear and tear, will be charged to the Resident(s) deemed responsible. If responsibility cannot be attributed to or recovered from a particular Resident then all Residents within the particular flat, block or hall containing the Shared Facilities and/or Communal Areas must accept shared responsibility and communal damages and/or additional cleaning charges may be incurred.

## 8.3 Furniture

8.3.1 The Accommodation is provided on a furnished basis and the Resident must not remove any furniture or equipment from the Accommodation and/or Communal Areas. Any damage to furniture and equipment identified by the Resident must be reported immediately to Accommodation Services.

8.3.2 In the interest of health and safety, the Resident is prohibited from bringing their own furniture into the Accommodation without written permission from the Manager.

## 8.4 Guests

8.4.1 Accommodation which comprises a single room is allocated according to the terms and conditions of the Licence Agreement for single occupation by the Resident only (except in the case of twin rooms where the room is shared by two Residents).

8.4.2 The Accommodation may be entered only by the Resident, their bona fide guests and persons having legitimate business at the University.

8.4.3 The Resident is responsible at all times for the conduct of guests and should show consideration for other Residents in the Halls of Residence.

8.4.4 The Resident must have the agreement of their flatmates before having guests stay over for periods of more than one night.

8.4.5 Guests must sleep in the Resident's room and not in any areas within the flat containing Shared Facilities or in any Communal Areas within the Hall of Residence.

8.4.6 The University reserves the right to remove guests from the accommodation if they breach the terms and conditions of the Licence Agreement.

#### 8.5 University staff

8.5.1 The Resident must comply with reasonable instructions provided by staff, including completing actions required under the Accommodation Conduct Procedure.

8.5.2 The Resident and their guests must produce identification upon request by members of staff including Resident Assistants and local facilities management staff.

8.5.3 Residents must behave respectfully and not exhibit abusive behaviour towards staff.

8.5.4 The Resident undertakes to permit the Manager and duly authorised personnel, contractors and other work persons, to enter the Accommodation to undertake work such as cleaning and maintenance of the Accommodation at all reasonable hours of the daytime.

8.5.5 The Manager retains the right to inspect the Accommodation at all reasonable hours of the daytime. In the event of routine inspections, a minimum of 24 hours' notice will be given where possible.

8.5.6 The Manager retains the right to conduct tours within Halls of Residence normally within designated flats for Open Days and other tours. The Resident will be advised when these are taking place and will be expected to ensure that the Accommodation is clean and tidy, that access is facilitated and that the Resident behaves appropriately.

#### 8.6 Drugs

The possession, use and/or supply of illegal drugs and psychoactive substances in Halls of Residence is prohibited.

#### 8.7 Firearms

Firearms, offensive weapons, air pistols/rifles and pyrotechnics (fireworks, flares etc.) are not permitted in university buildings or grounds.

#### 8.8 Pets

No pets or livestock are permitted in the Halls of Residence save for assistance dogs following prior approval from Accommodation Services.

### 8.9 Non-residential use

The Accommodation is allocated to the Resident for residential and study purposes only and may not be used for the purposes of a business, trade, or profession.

### 8.10 Possessions

The University accepts no responsibility for loss or damage to the Residents' possessions brought or kept on the premises howsoever caused.

### 8.11 Parking

No occupant shall bring, cause and/or permit any motor vehicle to be brought on to the land to be left, abandoned and/or parked within the land, other than in one of the approved and designated car parking spaces.

Parking charges apply at the Avery Hill and Medway campuses (car parking is not available at other university halls of residence) and parking can be paid for hourly or daily on weekdays. Residents of halls at these campuses also have the option of purchasing an annual permit (subject to availability at the Medway Campus).

The Resident is subject to the car parking regulations available on site and should be aware that failure to abide by these regulations may lead to parking charges being applied to their account.

Motorbikes and electric scooters are not permitted in the courtyards and must be parked in the designated areas. Electric scooters are not permitted within the Halls of Residence.

## **9. Charges**

### 9.1 Repairs, replacement, cleaning, or reimbursement for costs

If the Resident is responsible for damage, disrepair and/or serious mess, they will be charged for the cost of any repair, replacement, cleaning, or action to return fixtures and fittings to a reasonable state.

### 9.2 Sanctions for breaches of Smoking and Fire Safety regulations and/or the Licence Agreement

Any breach of the health & safety and/or conduct requirements set out in this Licence Agreement may be referred to the Accommodation Conduct Procedure as necessary and appropriate.

Sanctions may be imposed in accordance with the Accommodation Conduct Procedure.

## **10. End of Licence Agreement**

10.1 The Resident is required to vacate the Accommodation and return their keys to the facilities managers of the Halls of Residence no later than 10:00am on the day the Licence Agreement expires.

10.2 If the Resident fails to vacate the Accommodation at the due time, use and occupation charges will be incurred at a daily rate calculated with reference to the Accommodation Fees charges during the fixed term.

10.3 Failure to return the keys for the Accommodation will result in a charge being made for replacement keys and may necessitate a lock change for which a charge will also apply.

10.4 The Resident is expected to leave their room and communal areas in a clean and tidy condition upon vacating. Failure to do so may result in cleaning charges being applied.



10.5 The Resident is required to remove all personal belongings from the accommodation at the end of the period of residence or upon earlier termination of this Licence Agreement. If any belongings deemed to be of value remain at the accommodation after the resident has vacated the premises, then the University will immediately remove them and give the Resident 7 days' notice to collect the belongings. If the items are not collected within 7 days, the University will dispose of the belongings and the Resident may be charged for their removal.

## **11. Complaints Procedure**

11.1 Problems and difficulties relating to your Licence Agreement and Accommodation should be immediately reported to Accommodation Services. If you are unhappy with the response of Accommodation Services staff, the matter should be referred to the Head of Accommodation Services. If a problem is not resolved after these attempts at resolution, you may wish to pursue a formal complaint via the Student Complaints Procedure. A full copy of these procedures can be provided to you by Accommodation Services upon request or from the University's website at [https://docs.gre.ac.uk/\\_\\_data/assets/pdf\\_file/0027/255870/formal-complaint-form-sep-21.pdf](https://docs.gre.ac.uk/__data/assets/pdf_file/0027/255870/formal-complaint-form-sep-21.pdf)

All University of Greenwich halls of residence are covered by the ANUK / Unipol Code of Standards. If the Resident's complaint relates to aspects of their Accommodation covered by the Code and they feel that their complaint has not been resolved within the University, they may wish to register a formal complaint with the National Code Administrator. A copy of the Code containing information on how to make a formal complaint is available at <https://www.nationalcode.org/>

## **13. Data Protection**

13.1 The University of Greenwich, in accordance with the General Data Protection Regulation, may process information about the Resident for the purposes of the management of hall facilities and management of issues related to the terms and conditions of this Licence Agreement including behavioural issues and the pursuit of accommodation fees. The Resident's details may be shared with University of Greenwich staff and third parties that the university engages for the aforementioned purposes including hall management providers, administrators of the accommodation database, hall insurance providers and agencies contracted for the pursuit of hall fee debt.

13.2 The Resident's name, hall address, university email address and nationality may be passed to the Electoral Services to allow them to alert the Resident to voter registration. If the Resident wishes to opt out of this, they must advise the Accommodation Service in writing.

## **14. General**

14.1 Any notice required by the Agreement to be served upon you shall be deemed to have been properly served if addressed to you and delivered to your term time address or your home address at other times or sent to your registered personal or university email address.

14.2 Nothing in this Agreement is intended to create a tenancy of the Accommodation or any of the premises.

## **DECLARATION**

I have read the Licence Agreement and I agree to be bound by all the terms and conditions therein. I acknowledge that the Accommodation is granted on a licence to enable me to pursue a full-time course of study at the University.

Signed: [[Profile..Full\_Name]]  
Student ID: [[Profile..University\_ID]]