

UNIVERSITY FOR THE CREATIVE ARTS

TERMS AND CONDITIONS OF RESIDENCE

ACADEMIC YEAR 2017/2018

***Please read these terms and conditions before
Accepting this Agreement by signing and returning the
Agreement Summary***

THIS IS A LEGALLY BINDING CONTRACT.

In Accepting this Agreement you agree to abide **fully** by these terms and conditions, which may **include paying for the full contractual period.**

If there is anything you do not understand or wish to discuss e.g. a disability, allergy or other special requirement, before Accepting this Agreement please contact the Accommodation Office (please see the Glossary at the end of this Agreement for details) before Accepting this Agreement

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Welcome to the University for the Creative Arts

We want you to enjoy living in your Accommodation during your time at the University for the Creative Arts.

We believe it is important that we make it clear from the start of this Agreement what you can expect of us and in turn what we will expect from you during the Agreement.

The terms of the Agreement comprise:

1. the Terms and Conditions of Residence;
2. the Agreement Summary; and
3. the Regulations which can be reviewed at www.community.ucreative.ac.uk/student-regulations. **If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of the Regulations so that you can read these before Accepting this Agreement.**

Together, these documents set out your rights and responsibilities and our rights and responsibilities to you and you should read all of these before Accepting the Agreement.

These Terms and Conditions of Residence and the Agreement Summary contain certain words which have particular legal meanings. These words begin with capital letters so that you can immediately see them. There is a glossary at the end of these Terms and Conditions of Residence which explain the legal meaning of these words.

You must pay your Residence Fees on time and we expect you to look after your Accommodation. We want you to live in a peaceful neighbourhood free from anti-social behaviour and so we expect you to treat your Neighbours in the way you would like to be treated.

The students living in the same Building as you have the same rights and responsibilities as you.

We are committed to managing the Accommodation in accordance with the best practice guidelines set out in the Code of Practice which can be reviewed at <http://www.universitiesuk.ac.uk>.

These are reasonable expectations. If we fail to meet our responsibilities under this Agreement we expect you to tell us and give us the opportunity to put things right. If you fail to meet your responsibilities under the Agreement we will tell you and, unless the failure is serious or is 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 legal action against you which may result in you having to leave your Accommodation.

We feel that this firm approach is only right to ensure that all our students can live happily in their accommodation.

Only students who are studying at the University for the Creative Arts are permitted to live in the Accommodation so if you do not ultimately enrol with us, or you subsequently withdraw from your course, you must let us know as soon as possible.

About the Agreement

1. **Accepting the Agreement**

- 1.1 By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas and the Building Grounds.
- 1.2 If you move into the Accommodation without having Accepted the Agreement you will be deemed as having Accepted the Agreement by your actions.
- 1.3 If the Agreement has been Accepted by someone appearing to act on your behalf we shall assume that you have given that person authority to act on your behalf and therefore to Accept and will regard that Acceptance as binding on you unless you have notified us previously to the contrary.
- 1.4 If you are under 18 at the time you Accept the Agreement, the Agreement will still be legally binding on you but, when you reach the age of 18, you will be entitled to cancel the Agreement in accordance with clause 34.3 below.
- 1.5 If someone other than you pays all or part of the Residence Fees to us directly, whether they are a sponsor or otherwise, this will not diminish or otherwise affect your responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party.
- 1.6 If, after you have Accepted this Agreement you do not ultimately enrol with us, or you subsequently withdraw from your course, you must inform the Accommodation Office in writing as soon as possible. If you inform us within the required timescales set out in clauses 33.3 and 34.2 you will be entitled to a refund of part of any Advance Payment and/or Residence Fees that you have paid.

2. **Nature of Agreement**

- 2.1 If your Accommodation is in a shared room, then this Agreement will be a licence. This is because we are entitled, under clause 14, to require you to share the Accommodation with another student and seek access on reasonable notice. This means that the Agreement does not have the legal protections set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.
- 2.2 In relation to all other accommodation provided, which does not fall within clause 2.1, this Agreement will be a tenancy. However, because it is granted by an education institution so that you can pursue a course of study, the tenancy is not an assured or assured shorthold tenancy. This means that the tenancy does not have the legal protection set out in the Housing Act 1988, as amended.

3. **Variations to Agreement**

With the exception of any changes as a result of government legislation, this Agreement cannot be varied unless the variation has been agreed between you and us and the variation has been confirmed in writing by Lesley Balaam, Accommodation & Catering Services Manager, UCA, Fort Pitt, Rochester, Kent ME1 1DZ. Telephone: 01634 888715. Email: lbalaam@ucreative.ac.uk.

4. **Enquiries**

If there is anything you do not understand or if you have any other queries relating to this Agreement please ask at the Accommodation Office or, where you require advice on your rights under this Agreement, seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.

5. **Data protection**

5.1 We will comply with the Data Protection Act 1998 as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you with the reasonable cost of providing copies of the information.

5.2 By Accepting this Agreement you agree that all data supplied to us can be shared with other departments within the University and to third parties if it is reasonable for us to do so as provider and manager of the Accommodation. It will not be transferred to any other party. Examples of third parties we may need to make disclosure to are contractors employed by us to undertake services at the Building, your Sponsor (if you have one), the police or other public agencies.

5.3 We will not disclose sensitive personal information (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

6. **Governing law and enforceability**

6.1 This Agreement is governed by English law which, for international students, may be different from what you are used to.

6.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

7. **Legislation**

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.

8. **VAT**

At the date of this Agreement the Residence Fees 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.

Our responsibilities

9. **Services & facilities**

During the Period of Residence we will provide the services and facilities set out below. We will not be liable, however, for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control (unless the failure is caused by our negligence). Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.

- 9.1 We will make sure that the structure and exterior of the Accommodation and the Building are kept repaired.
- 9.2 We will keep the Building Grounds tidy and, as far as is reasonably practicable, free from waste or litter.
- 9.3 We will keep the footpaths in the Building Grounds in repair and, as far as is reasonably practicable, free from obstruction.
- 9.4 We will provide adequate bathroom, toilet and shower facilities in the Building and/or the Accommodation and make sure that they are kept repaired and in working order. Depending upon the type of the Accommodation, these facilities will be either shared with other students or en-suite.
- 9.5 In the shared kitchens we will provide and maintain in working order adequate facilities for the preparation, cooking and storage, including cold storage, of food.
- 9.6 We will make sure all fixtures and fittings for water, gas, electricity, space and water heating in the Accommodation and the Building are kept repaired and in working order.
- 9.7 We will provide an adequate supply of hot water for domestic use.
- 9.8 We will provide reasonably adequate heat to the radiators during the Period of Residence. This will mean that the heating will not be on all the time and may be turned off during specific periods – for example summer.
- 9.9 We will provide the Accommodation with such fixtures, fittings, furniture and equipment as detailed on the Inventory. Subject to you notifying us of any loss or repairs required, we will, within a reasonable period of time, repair or replace (where necessary) items on the Inventory (except where the loss, breakage or damage is attributable to you or your visitors).
- 9.10 We will provide refuse bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation, the Building and/or the Building Grounds and arrange for disposal of refuse from the bin areas in the Building and/or the Building Grounds.
- 9.11 We will make sure that the Communal Areas are kept repaired and cleaned.

- 9.12 We will make sure that the fire-fighting equipment in any shared areas of the Accommodation, the Communal Areas or any other part of the Building are kept repaired and in working order.
- 9.13 Where there is no washing machine provided in the Accommodation we have arranged for an external company to provide and maintain facilities for the washing and drying of clothes, for which there will be a separate charge levied by the external company at the point of use.
- 9.14 We have arranged for an external company to provide and maintain internet provision within the Accommodation. The cost of the basic service is included in your Residence Fees. However, if you wish to top-up this service, you will need to contact the company direct, this information is available on-line.

10. **Insurance**

- 10.1 We will insure the Building against fire and other risks which we reasonably consider necessary.
- 10.2 We will insure your personal belongings up to a specified limit but you will be responsible for administering any claims which arise. Full details of the insurance policy are available from the Accommodation Office at the start of the Period of Residence. **If you wish to view the policy before Accepting this Agreement please contact the Accommodation Office and we will send to you a copy of the policy.** 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.

Your responsibilities

11. **Residence Fees**

11.1 You must pay the Residence Fees during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule One.

11.2 Your obligation to pay the Residence Fees on the dates set out in Schedule One applies:

11.2.1 **WHETHER OR NOT** you move into the Accommodation; and

11.2.2 irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Residence Fees); and

11.2.3 irrespective of individual course dates which may start later or finish earlier than the Period of Residence.

11.3 If the whole or any part of the Residence Fees remains unpaid in breach of the payment terms, we will charge you £15 to cover our administration expenses for each letter that we send to you, acting reasonably, chasing you for payment of any Residence Fees arrears.

12. **Advance Payment**

12.1 On Accepting this Agreement you agree to pay the Advance Payment in accordance with the payment terms set out in Schedule One.

12.2 The Advance Payment will be offset against the money owed in respect of the Residence Fees and, in respect of payment by instalments, by reducing the amount of the first instalment due.

13. **Inventory**

You agree to check, sign and return the Inventory to the Accommodation Office and notify the Accommodation Office of any discrepancies within 14 days of taking occupation. We shall assume that the Inventory is correct if you have not done so within 14 days.

14. **Sharing the Accommodation**

14.1 Unless the Accommodation comprises a shared room, only you can live in the Accommodation.

14.2 You must not use the Accommodation for any other purpose than as study and living accommodation.

14.3 You agree not to transfer your rights under this Agreement or sublet the Accommodation or allow any person other than a student who has entered into a separate accommodation agreement with us specifically to live in the Accommodation. Any breach of these obligations will be regarded by us as a serious breach of this Agreement and may result in this Agreement being terminated early.

- 14.4 Where your Accommodation comprises a shared room, if the student with whom you are sharing the Accommodation moves out of the Accommodation, then we will be entitled to place another student in the Accommodation and you will be required to share the Accommodation with that student.
- 14.5 Where your Accommodation comprises a shared room, if you have not specifically applied for a shared room, then we will still be entitled to place another student in the Accommodation and you will be required to share the Accommodation with that student, however, the provisions of clauses 14.6 to 14.9 will apply.
- 14.6 If, after you have accepted this Agreement, you decide you do not wish to share the Accommodation you can either:
- 14.6.1 terminate the Agreement in accordance with clause 14.8; or
- 14.6.2 make a request to the Accommodation Office to move to a single room. The Accommodation Office will then try and fulfil that request as soon as reasonably practicable. If, on being offered a single room, you do not wish to move into that single room you must then elect, within 7 days of being offered that alternative single room, to either stay in the Accommodation or terminate the Agreement in accordance with clause 14.8. If no such election is made you will be deemed to have accepted the single room. If you accept the alternative single room the provisions of clause 14.9 apply.
- 14.7 If, after you have accepted this Agreement, we decide we want to move you to a single room we will give you written notice of our decision. If, on being offered a single room, you do not wish to move into that single room you may then elect, within 7 days of being offered that alternative single room, to terminate the Agreement in accordance with clause 14.8. If no such election is made you will be deemed to have accepted the alternative single room. If you accept the alternative single room the provisions of clause 14.9 apply.
- 14.8 If you wish to terminate the Agreement you must give the Accommodation Office written notice of this. The Agreement will then end on a date 28 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 Residence Fees you have paid in respect of the period after the termination date.
- 14.9 If you accept an offer of a single room under clause 14.6.2 or clause 14.7 all the terms and conditions of this Agreement are transferable to the new Accommodation but you will no longer be entitled to pay a reduced Residence Fees and the Residence Fees will be for the full level detailed in the Agreement Summary for the alternative single room. If you were asked to move under clause 14.7 of this agreement, we will pay to you any reasonable out-of-pocket expenses, where you can produce a valid receipt, that you incur by moving into the alternative single room accommodation, for example travel costs.
- 14.10 For the avoidance of doubt, clauses 14.6 to 14.9 will not apply where you have specifically applied for a shared room.
- 14.11 In an emergency, which will include the need to house students who are temporarily without accommodation, any student may be required to share their accommodation.

15. **Visitors and guests**

- 15.1 You are responsible for the behaviour, in the Accommodation, the Building, the Building Grounds and the local neighbourhood surrounding the Building and Building Grounds, of any invited guest (whether the invitation is express or implied). You must ensure that they do not break the terms of this Agreement. This includes children. If they do, you may be held responsible for any damage, undue wear and tear, or disturbance caused and you and that person could face legal action. Also, it may result in this Agreement being terminated early.
- 15.2 You agree that we may remove or exclude your invited guests from the Accommodation or the Building where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons and/or to safeguard our property.
- 15.3 You agree not to allow anyone other than the occasional adult guest (18 years and older) to stay overnight, for no more than 2 consecutive nights provided this does not annoy other residents or disrupt study. 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/or wellbeing of other occupants of the Building and/or to safeguard our property.

16. **Moving rooms**

- 16.1 You agree not to move to another room within the Building, or to any other accommodation provided by us, without first obtaining the prior written approval of the Accommodation Services Officer (acting reasonably) to this. If consent is given, you will be charged an administration fee of £35 which covers our administration expenses in arranging the move and amending our records accordingly.
- 16.2 If you are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.

17. **Risk assessments**

You agree to comply and/or co-operate with a 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 Building.

18. **Respect for others**

You agree to have and to show respect for other persons living and/or working in the Building at all times including (but not limited to):

- 18.1 Not doing anything which causes or is likely to cause a nuisance or annoyance to your Neighbours;
- 18.2 Not doing anything which interferes with the peace, comfort, or convenience of other students and people living in the Building and locality of the Building including (but not limited to) drunken behaviour and foul and/or abusive language;
- 18.3 Keeping noise at a level that does not interfere with the study, sleep or comfort of our staff, contractors and your Neighbours. In particular, you agree not to make or allow any loud noise between **23.00 hours and 08.00 hours**. This includes

any machinery, T.Vs, stereos, CD players, loudspeakers, musical instruments, etc. You agree to reduce the level of noise immediately if asked to do so by us;

- 18.4 Not harassing or threatening to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;
- 18.5 Not bringing into either the Accommodation, Building and/or Building Grounds any weapons or items of any description that are illegal or which we consider acting reasonably to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;
- 18.6 Not working on any motor vehicles or motor cycles in the Accommodation, the Building or any of the Building Grounds;
- 18.7 Not allowing the Accommodation to be used for any criminal, immoral or illegal purpose including, but not limited to, selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. We consider that a breach of this clause is a serious breach of this Agreement and if you, someone living with you or one of your invited guests, breaches this clause we may terminate this Agreement early;
- 18.8 Not allowing persistent use of Building facilities by non-residents (e.g. it is not intended that your guests visit daily and use Building facilities for washing and cooking);
- 18.9 Not committing any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- 18.10 Behaving with respect and consideration towards your Neighbours, our staff, our contractors and any invited guest or visitor. This includes not removing any articles from the Accommodation, Building or Building Grounds belonging to our staff or our contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others;
- 18.11 You agree not to smoke in the Accommodation or the Building or within 2 metres of any door or window;
- 18.12 You agree not to throw anything from the balconies or windows of either the Accommodation or the Building;
- 18.13 You agree not to place any item on the balconies or external window ledges of either the Accommodation or the Building, for example milk cartons, plant pots, bicycles;
- 18.14 You agree to comply with the car, motorcycle and bicycle parking rules issued by us for each Campus. If you intend to bring a car, motorcycle or bicycle on to the Building Grounds please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.
- 18.15 You agree not to hold or take part in any parties or gatherings in the Accommodation.

19. **Repairs, maintenance and alterations**

- 19.1 You agree to keep the inside of the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation.
- 19.2 You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area.
- 19.3 You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory.
- 19.4 You agree that you will not leave any personal belongings or other obstacle in the Communal Areas or the Building Grounds and you will not make dirty or untidy the Communal Areas or the Building Grounds. 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.
- 19.5 You agree not to remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation and/or Building. This includes not making any holes in the furniture or fabric (including walls) to accommodate the wiring of your electrical appliances or for any other purpose. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, the Communal Areas, any other part of the Building or the Building Grounds. If we have to do any work arising from a breach by you of this clause, we will charge you with the reasonable cost of that work and this cost will be payable by you on demand.
- 19.6 You agree not to fit or install any satellite dish, television or radio aerial.
- 19.7 Save for bedding, you agree not to bring any soft furnishings or other furniture (including but not limited to inflatable furniture) into the Accommodation and/or the Building except where the Accommodation Services Officer has given prior written consent. 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 in to the Accommodation without our permission and/or which does not comply with legislation.
- 19.8 You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Accommodation Services Officer.

20. **Safety and security**

It is your responsibility to help ensure that the Accommodation and the Building is safe and secure to live in. This includes (but is not limited to) complying with the following:

20.1 ***Electrical appliances***

You agree:

- 20.1.1 not to use kettles, toasters, cooking equipment, 'one cuppa' elements, deep fat fryers, heating appliances, sun beds or other similar electrical cooking or heating equipment in the Accommodation or Building. This does not prevent you, however, from using any cooking and/or other

electrical kitchen equipment supplied by us in any shared kitchen but you are only allowed to use this equipment in the shared kitchen;

- 20.1.2 to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Building;
- 20.1.3 to ensure that each of your own electrical appliances is fitted with the correct fuse and only one appliance is wired to one plug; and
- 20.1.4 in order to avoid the risk of electric power points being overloaded, to use in the Room only one British Standard approved adaptor with no more than four plug sockets and a maximum 13 amp fuse.

20.2 **Fire safety**

You agree to adhere to all fire regulations and respond to fire alarms including (but not limited to) the following:

- 20.2.1 if you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point;
- 20.2.2 you agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation and on notice boards in the Building) and evacuate the Accommodation and/or the Building on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and contractors and the emergency services;
- 20.2.3 where we give you prior reasonable written notice that a fire safety meeting (which may include a representative from the emergency services) has been arranged by the Accommodation Office at the Building and your attendance at that meeting is compulsory, you agree that you will attend that meeting;
- 20.2.4 if you suspect that any item of safety equipment is defective or has been used, you will promptly inform the Accommodation Office of this;
- 20.2.5 you agree not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect;
- 20.2.6 you agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your Neighbours at high risk;
- 20.2.7 you agree not do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Building any flammable materials including:
 - candles, incense sticks/burners or other naked flame;
 - fireworks;
 - petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous materials;

- inflatable items (for example chairs, cushions etc);
 - deep fat fryer;
- 20.2.8 you agree not to have any barbeques in the Building Grounds;
- 20.2.9 you agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety regulations;
- 20.2.10 a single serious breach or repeated minor breaches of fire safety may result in us terminating your Agreement early;
- 20.2.11 you agree that staff authorised by us may carry out health & safety fire prevention checks in all Communal Areas and, if applicable, shared areas in your Accommodation including kitchens. Depending on your Building, you should expect to have checks anything from once a week to once a month.

20.3 **Security**

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

- 20.3.1 keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you by way of compensation for the time spent in letting you in to the Building and/or the Accommodation. You will receive a written warning first before any charge is made;
- 20.3.2 never marking your keys, key fobs or key cards with your address, or copying your keys or giving your keys, key fobs or key cards to anyone else;
- 20.3.3 carrying your student admissions/identity card with you on all occasions in order that, when requested by any of our staff or contractors, you will be able to provide identification;
- 20.3.4 locking the door to your Accommodation together with any corridor and main entrance doors in the Building when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- 20.3.5 not letting anyone you do not know into the Building and accompanying your invited guests at all times;
- 20.3.6 being vigilant and reporting promptly any suspicious events to the police and/or to accommodation staff.

21. **Access**

You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 27 below and you must ensure the Accommodation is maintained in such a way as to provide them with a reasonably safe environment in which to carry out their work.

22. **Pets**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Building or within the Building Grounds.

Assistance dogs are permitted by prior arrangement with the Accommodation Office. An assistance dog is a dog:

- which has been trained to guide a blind person or assist a deaf person;
- which has been trained by a prescribed charity (www.assistancedogs.org.uk/members) to assist a disabled person who has a disability that consists of epilepsy or otherwise affects the person's mobility, manual dexterity, physical co-ordination or ability to lift, carry or otherwise move everyday objects; or
- of a prescribed category which has been trained to assist a disabled person who has a disability.

23. **Payment for loss or damage**

23.1 You must pay for any or all loss or damage we suffer as a result of any breach of this Agreement by you, those living with you or your visitors. This includes (but is not limited to) any costs properly incurred by us in arranging any additional cleaning required, key or lock replacement where needed, collecting arrears, paying professional advisors and in relation to court proceedings.

23.2 Where any damage is caused to any shared areas in the Accommodation or the Communal Areas and the perpetrators cannot be identified (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair and reasonable 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 Building when the damage occurred.

23.3 You must pay for the full cost of issuing replacement lost/stolen keys/cards (including administrative expenses) to ensure security for all. This charge will be capped at £100 and will have to be paid for by cash, cheque or credit card at the time the new set of keys/card is issued.

23.4 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 repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

24. **When you leave**

At the end of the Agreement you agree:

24.1 to vacate the Accommodation on or before either the last day of the Period of Residence or the last day of the Agreement, if ended earlier;

24.2 to return all keys, key fobs or key cards to the Accommodation Office. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you with the cost of this;

24.3 to leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation, and to leave all items

listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of your belongings. If you do not comply with your obligations under this clause and as a result we have to clean or clear the Accommodation, we will charge you with the cost of this;

- 24.4 that if you do not leave the Accommodation by the time required in clause 24.1 and we have to take action (which may include legal action) against you to require you to move out of the Accommodation you will pay all proper costs (including legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave.

Our rights

25. **Alterations and building works**

We have the right to carry out any alterations or building works at the Accommodation, the Building and/or on our adjoining or neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in the case of emergency).

26. **Guarantees of accommodation**

Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated or suspended for any reason in accordance with this Agreement.

27. **Access & inspection**

27.1 We reserve the right to access and enter the Accommodation and Communal Areas with visitors authorised by ourselves upon giving not less than 24 hours' written notice (which may be by e-mail) for any purpose to include for the purpose of allowing prospective students and their families to view the Accommodation / Communal Areas.

27.2 We have the right to enter the Accommodation to clean, inspect, repair, or for any other reasonable purpose at reasonable hours of the day. If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours written notice (which may be by e-mail) before entering the Accommodation. In that notice we will state the time, date and purpose of the visit. Advance notice will not be given in the case of an emergency when entry may be at any time.

27.3 If you report to us the need for a repair in the Accommodation, we have the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours of the day without having given you advance notice of our visit unless, when reporting the repair, you ask us to provide you with advance notice in accordance with clause 27.2.

27.4 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 27.12) or which arises as a result of you having reported a repair to us (in accordance with clause 27.33), you agree that we may enter the Accommodation, using our master key, unless you have previously informed the Accommodation Office and proposed a reasonable alternative arrangement.

27.5 In an emergency, where we cannot gain access, we may have to force entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the Accommodation and repair any damage as a result of 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 repairing any associated damage.

27.6 If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 27.44 (because you have given us specific instructions to the contrary and you are not in when we visit), we will charge you with the cost of this. If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

27.7 Where, on any inspection of the Accommodation, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation yourself. If the Accommodation is not returned to a satisfactory condition by the time specified in the warning (and we will undertake a follow-up inspection to ascertain this), we may arrange for any necessary work to be undertaken and may charge you for the cost of us undertaking the cleaning ourselves. You will be notified of the charge that will be incurred.

28. Removal of items from Accommodation

We may remove from the Accommodation any items which we find in the Accommodation or Building (either used or unused) that we consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will leave a note in the Accommodation confirming that the item has been confiscated and 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.

29. Liability for loss or damage

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.

30. Right to relocate

30.1 We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to):

30.1.1 where we consider that we cannot reasonably carry out works to the Accommodation, the Building or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;

30.1.2 where the Accommodation and/or the Building is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction); or

30.1.3 where your Period of Residence includes the Christmas, Easter and/or Summer vacations and the Building is not fully occupied over the vacation and we decide (acting reasonably) to move you to other University accommodation so that all students residing in the University over the vacation are together in the same part of the University.

30.2 We reserve the right to require you to move to similar alternative accommodation where we reasonably consider, because of your behaviour, or for any other reason, that it is necessary to move you from the Accommodation to protect your

well-being or the well-being of others or to prevent damage to the Accommodation.

30.3 If we request you to relocate:

30.3.1 we will give you written notice of this and give you details of the similar alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar alternative accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as twenty four hours;

30.3.2 if the fees for the alternative accommodation are higher than the Residence Fees, we will continue to charge you the original Residence Fees;

30.3.3 if the fees for the alternative accommodation are less than the Residence Fees, we will charge you the lower fees as from the date on which you move into the alternative accommodation;

30.3.4 if the alternative accommodation is not satisfactory to you (acting reasonably), you have the right to terminate this Agreement in accordance with clause 30.3.5.

30.3.5 If you wish to terminate this Agreement you must give the Accommodation Office written notice within 7 days of the date of the notice that we have given to you under clause 30.3.1. The Agreement will then end 7 days after your notice was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Residence Fees you have paid in respect of the period after the termination date;

30.3.6 where you can produce a valid receipt, we will pay to you any reasonable out-of pocket expenses, for example travel costs, that you incur by moving into the similar alternative accommodation.

30.4 If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the cost of the legal action be paid by you.

31. Right to temporarily suspend your right to occupy

31.1 In addition to our right to terminate this Agreement pursuant to clauses 35 – 38 inclusive, we reserve the right to suspend this Agreement and require you to vacate the Accommodation immediately, in the event of a serious breach and / or persistent breach of your obligations under this Agreement (which includes committing a breach of the Regulations giving rise to suspension from the University) or if we reasonably suspect you to be in serious / persistent breach of your obligations under this Agreement.

31.2 The University will only suspend this Agreement pursuant to clause 31.1 if, in the reasonable opinion of the University, you or your invited guests:

31.2.1 present a risk or threat to the health, safety and / or well-being of yourself, other residents, University staff and/or any other

person and / or a threat to the reputation of the University; and / or

31.2.2 are the subject of any criminal investigations (whether or not you have been arrested and whether or not they have been concluded); and / or

31.2.3 cause criminal damage to any property belonging to the University, other residents, University staff and/or any other person.

31.3 Any decision to suspend you will be made in accordance with the procedure set out in the Regulations and will be subject to your right to appeal that suspension as detailed in the Regulations. For the avoidance of doubt, you will not be permitted to occupy the Accommodation until such time as any disciplinary proceedings under the University's disciplinary procedure and / or criminal proceedings (including investigations) are concluded and based on the findings of those proceedings.

Procedure for dealing with your breaches

32. Procedure

32.1 If you, anyone living with you or your invited guests breach any of the conditions of this Agreement then, depending upon the nature of the breach and/or the seriousness of the breach, action may be taken against you under the procedure set out in clauses 32.2 to 32.4 below.

32.2 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Accommodation Services Officer will decide whether to:

32.2.1 take no action; or

32.2.2 discuss this with you informally; and/or

32.2.3 write to you to draw your attention to the alleged breach; and/or

32.2.4 take further action in accordance with clauses 32.3.

32.3 Except in the circumstances set out in clause 32.4, breaches of this Agreement will be dealt with as follows:

32.3.1 the Accommodation Services Officer will investigate the alleged breach;

32.3.2 if necessary you will be invited to attend a meeting with the Accommodation Services Officer as part of this investigation;

32.3.3 upon conclusion of the investigation, the Accommodation Services Officer will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:

32.3.3.1 give you an oral warning; or

32.3.3.2 a written warning; or

32.3.3.3 a final written warning; or

32.3.3.4 a final written warning and a summary penalty (not exceeding £500); or

32.3.3.5 refer the matter to the Accommodation Services Manager to be dealt with under the Regulations. This may result in a decision being made that we will terminate this Agreement; and/or

32.3.3.6 require you to pay the reasonable costs incurred by us arising from the breach.

32.3.4 the Accommodation Services Officer will write to you notifying you of the decision made;

32.3.5 you will be given the option to either accept or not accept the decision. If you do not accept the decision the matter will be referred to the

Accommodation Services Manager to be dealt with under the Regulations.

- 32.4 The above procedure will not apply in relation to a breach of the Agreement arising from your failure to pay the Residence Fees in accordance with the payment terms. In such circumstances, we are entitled to terminate this Agreement, and can do so 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 Residence Fees when it is due you should immediately contact the Accommodation Office.

Your right to end this Agreement early

33. Right to cancel

- 33.1 Under the Distance Selling Regulations, if you Accept this Agreement by post, fax or electronic means, you may cancel the Agreement within 7 days of Accepting this Agreement provided that you give us written notice of your intention to do so within those 7 days. After that period, subject to clause 33.3 below, you do not have the right to change your mind and the Agreement is valid and you must comply with it.
- 33.2 The Distance Selling Regulations do not apply if you Accept this Agreement by signing the Agreement Summary in person at the Accommodation Office. In those circumstances you will not have a right to cancel the Agreement under the Distance Selling Regulations.
- 33.3 In addition, you may cancel this Agreement before you take up occupation of the Accommodation if:
- 33.3.1 You notify the Accommodation Services Officer, in writing, of your wish to cancel this Agreement; and
- 33.3.2 This written notification is received by the Accommodation Services Officer at least two weeks before the start of the Period of Residence.
- 33.4 If you cancel this Agreement under clause 33.1 we will refund any Advance Payment and/or Residence Fees that you have paid.
- 33.5 If you cancel this Agreement under clause 33.3 we will retain £25.00 of your Advance Payment to cover our administration fees and refund the balance of the Advance Payment and any Residence Fees that you have paid.

34. Right to terminate

- 34.1 You may terminate this Agreement before the end of the Period of Residence provided you:
- 34.1.1 give to Accommodation Services Officer **not less than four weeks** written notice of your intention to terminate and, in the notice, you specify the End Date; and
- 34.1.2 are able to find a suitable replacement occupier who is not already in accommodation provided by us and who will occupy the Accommodation immediately after you have left. The suitability of the proposed replacement occupier will be determined by us (acting reasonably); and
- 34.1.3 have paid, in full on or **before** the End Date, **all** of the Residence Fees due under this Agreement up to and including the End Date.
- 34.2 You may terminate this Agreement if you withdraw from your course of study and you satisfy the following conditions:

- 34.2.1 you give to Accommodation Services Officer **not less than four weeks** written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
 - 34.2.2 you enclose with your notice a copy of our official withdrawal/interruption of studies form issued by the relevant faculty office; and
 - 34.2.3 you have paid, in full on or **before** the End Date **all** of the Residence Fees due under this Agreement up to and including the End Date.
- 34.3 You may also terminate this Agreement if you are under 18 when you Accept this Agreement and you satisfy the following conditions:
- 34.3.1 **within the two weeks after your 18th birthday** you give to Accommodation Services Officer **not less than 4 weeks** written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
 - 34.3.2 you have paid, in full on or **before** the End Date **all** of the Residence Fees due under this Agreement up to and including the End Date.
- 34.4 If you terminate this Agreement under either clauses 34.1, 34.2, or 34.3 and you move out of the Accommodation by the End Date, we will retain £25 to cover our administration fees and £35 to cover our cleaning costs and refund the balance of any Residence Fees that you have paid in respect of the period after the End Date.

Our right to end this Agreement early

35. Right to Cancel the Agreement before you take occupation

35.1 If you fail to pay all sums due to us in connection with any previous occupation by you of **accommodation** provided by us (whether or not owned by us or a third party) before you vacate that accommodation, we may cancel this Agreement at any time prior to a date 28 days before the start of the Period of Residence (but before payment by you of all such sums owed) by giving you 7 days written notice.

35.2 If we cancel this Agreement under clause 35.1 we will retain £25 to cover our administration fees and refund the balance of any Advance Payment and/or **Residence Fees** that you have paid under this Agreement.

36. Termination for breach

We may terminate this Agreement in any of the following circumstances:

36.1 **if you have failed to pay the Residence Fees; or**

36.2 **where you have committed a serious breach or have persistently breached the terms of this Agreement and, having followed the procedure set out at clause 32 above, we have decided to terminate the Agreement; or**

36.3 **if you are made bankrupt.**

37. Termination for other reasons

We may also terminate this Agreement by giving you notice in any of the following circumstances:

37.1 if we are unable to find you similar alternative accommodation (despite our reasonable efforts) and, through no fault of your own, either:

37.1.1 your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation; or

37.1.2 we are unable to provide the Accommodation as a result of events beyond our control;

37.2 if you do not commence, or are no longer pursuing, a course of study at the University;

37.3 where we reasonably consider, because of your behaviour or for any other reason (for example, an infestation by insects or an outbreak of an infectious disease), that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;

37.4 if any information supplied by you, or on your behalf, in connection with your application to the University for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation;

37.5 if for any reason you or (in the case of any shared accommodation) any other occupier of the Accommodation causes us to become liable for Council Tax (because you or any other occupier are in full time employment or claim social security benefits) for the Residence.

38. Notice and effect of termination

38.1 Under the circumstances set out in clauses 36 and 37 we will give you reasonable notice (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than four weeks but may be as little as twenty four hours. The termination of the Agreement will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, anyone authorised by us to live with you and/or your invited guests.

38.2 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we will only be able to force you to move out if we obtain a court order. As set out at clause 24.4, you will be obliged to pay our proper costs (including legal costs) that we incur in taking such action and we will ask the court to make an order requiring you to pay these costs.

38.3 If the Agreement is terminated in the circumstances set out in clause 37.1 and you move out of the Accommodation by the termination date:

38.3.1 you will still be obliged to pay, to the extent you have not already paid, that part of the Residence Fees corresponding to the period up to and including the termination date; but

38.3.2 we will refund any Residence Fees you have paid in advance in respect of the period after the termination date.

38.4 If we terminate the Agreement in the circumstances set out in clauses 36, 37.2, 37.3, 37.4 or 37.5:

38.4.1 you will still be obliged to pay, to the extent you have not already paid, that part of the Residence Fees that was due to be paid before the Agreement was terminated, even if that sum covers a period which extends beyond the termination date (where you are paying by instalments this would include all instalments where the date on which the instalment was due to be paid was before the date the Agreement was terminated; but

38.4.2 if we are able to re-let the Accommodation, we will refund any part of your Residence Fees you have paid in advance which corresponds to the period in which the Accommodation is re-let.

Complaints and appeals

39. Complaints

- 39.1 If you are unhappy with a decision that we have made or feel we have not kept to the terms of this Agreement or that we have breached the Code of Practice you should, in the first instance, discuss these with the Accommodation Services Officer. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure which can be reviewed at www.community.ucreative.ac.uk/student-regulations. **If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of this document so that you can read it before Accepting this Agreement.**
- 39.2 For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.

40. Appeal

If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision in accordance with the appeals procedure which can be reviewed at www.ucreative.ac.uk/studentregs. **If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of this document so that you can read it before Accepting this Agreement.**

Notices

41. Notices

41.1 All letters and notices sent by us to you will be properly served if they are given to you in person or if they are delivered by hand, first class post, or special delivery to you at:

41.1.1 the Accommodation and/or;

41.1.2 the address you provide to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clause 41.3.

41.2 A notice sent by the following means is to be treated as having been received

41.2.1 if delivered by hand, on the day of delivery; or

41.2.2 if sent by special or recorded delivery, on the first working day after posting or;

41.2.3 if sent by first class post, on the second working day after posting.

41.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.

41.4 You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

41.5 Any notices about the Accommodation or this Agreement (including notices in proceedings) which you want to send to us should be sent to:

Lesley Balaam, Accommodation & Catering Services Manager, UCA, Fort Pitt, Rochester, Kent.

Telephone: 01634 888715.

Email: lbalaam@ucreative.ac.uk.

Glossary

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

“Accept”	Means to formally accept the offer of the Accommodation on-line or by signing a paper copy of the Agreement Summary or by moving into the Accommodation and “Accepted” and “Accepting” are to be interpreted accordingly.
“Accommodation”	Means the Room which includes in the case of a shared flat or house, all shared areas in that flat or house, or any other alternative accommodation where we have relocated you under this Agreement
“Accommodation Office”	<p>Means the designated local accommodation office for the Campus as follows:</p> <p>UCA Canterbury Campus: David Edwards, Accommodation Services Officer, UCA, New Dover Road, Canterbury, Kent CT1 3AN. Telephone: 01227 817380. Email: dedwards@ucreative.ac.uk.</p> <p>UCA Epsom Campus: Alice Weston, Accommodation Services Officer, UCA, Ashley Road, Epsom, Surrey KT18 5BE. Telephone: 01372 202448. Email: aweston@ucreative.ac.uk.</p> <p>UCA Farnham Campus: Jackie Silameh, Accommodation Services Officer, UCA, Falkner Road, Farnham, Surrey GU9 7DS. Telephone: 01252 892621. Email: jsilameh@ucreative.ac.uk.</p> <p>UCA Maidstone Campus: Debby Dickman, Accommodation Services Officer, UCA, Fort Pitt, Rochester, Kent ME1 1DZ. Telephone: 01634 888723. Email: ddickman@ucreative.ac.uk.</p> <p>UCA Rochester Campus: Debby Dickman, Accommodation Services Officer, UCA, Fort Pitt, Rochester, Kent ME1 1DZ. Telephone: 01634 888723. Email: ddickman@ucreative.ac.uk.</p>
“Accommodation Services Officer”	Means the designated local accommodation services officer for the Campus as identified above.
“Advance Payment”	Means the advance payment specified in the Agreement summary.
“Agreement”	<p>Means the contract between us and you relating to the Accommodation and comprising:</p> <ol style="list-style-type: none">1. the Agreement Summary2. these Terms and Conditions of Residence; and

3. the Regulations

In the event of any contradiction between the Terms and Conditions of Residence and the Regulations, the Regulations will take precedence.

“Agreement Summary”	Means the document headed “Agreement Summary” which contains the specific details of the Accommodation being offered to you, the Period of Residence and the Residence Fees
“Building”	Means the specific house or block of flats named in the Agreement Summary
“Building Grounds”	Means the external areas of the Building (or group of flats and/or houses where the Building is one of several) which are owned or managed by us including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Building(s)
“Cash Office”	Means the designated cash office at each Campus
“Code of Practice”	Means the Universities UK/SCOP code of practice for the management of student housing a copy of which can be found at www.universitiesuk.ac.uk
“Communal Areas”	Means all stairwells, corridors, landings and entrance halls within the Building and any shared kitchens and/or bathrooms in the Building but not any shared kitchens and/or bathrooms within a shared flat or house
“End Date”	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 34
“Inventory”	Means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University
“Neighbours”	Means anyone residing in any adjoining/adjacent room to the Accommodation, anyone residing in the Building and anyone residing in the neighbourhood of the Building
“Period of Residence”	Means the period of residence granted by this Agreement starting and ending on the dates stated in the Agreement Summary unless the Agreement ends earlier in accordance with the terms of this Agreement
“Regulations”	Means the University Student regulations which can be reviewed at www.ucreative.ac.uk/studentregs . 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 Regulations so that you can read these <u>before</u> Accepting this Agreement.

“Residence Fees”	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary
“Room”	Means the room at the Building that will be allocated to you on your arrival at the University
“Sponsor”	Means any person or organisation who is paying all or part of your Residence Fees
“Terms and Conditions of Residence”	Means this document

In these terms and conditions “you” means the person signing this Agreement and “we” means the University for the Creative Arts. The expressions “your” “our” and “us” should be read accordingly.

Schedule One

42. **Payment of Residence Fees**

42.1 Your Residence Fees must be paid either:

42.1.1 in full, (i.e. in one instalment) by the first day of the Period of Residence;
or

42.1.2 in termly instalments, by the first day of each term.

42.2 You can elect which instalment option you prefer by ticking the appropriate box in the Room Offer. If you fail to make an election then you will be deemed to have elected to pay the Residence Fees in full in accordance with paragraph 1.1.1 above.

42.3 Payment must be made by recurring card payment; payment card details are taken at the time of accepting your room offer and these are stored securely and used to take the amount due on the dates shown in the Room Offer

42.4 Recurring card payments details can be set up against debit or credit cards; we do accept American Express.

42.5 If you cannot pay by debit or credit card, you will be unable to complete acceptance of your Room Offer online and will need to contact us to make alternative arrangements:- accommodation@ucreative.ac.uk

43. **Sponsors**

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Residence Fees yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment.

44. **Payment of Advance Payment**

44.1 Your Advance Payment must be paid at the time of Accepting the Agreement by debit or credit card.