

1) Introduction

- a) An offer of accommodation (an “**Offer of Accommodation**”) may be made to you:
 - i) in a letter or e-mail sent by the **University** to you;
 - ii) in booking details posted on the **University**’s on-line accommodation site; or
 - iii) in person at the Residential Services office when you are given a licence to sign (the “**Licence to Occupy**”).
- b) If you accept your **Offer of Accommodation** or sign a **Licence to Occupy**, you have entered into a legally binding contract between the **University** (us) and the **Student** (you) (the “**Licence Agreement**”) that incorporates:
 - i) these **Terms and Conditions**;
 - ii) the BU managed accommodation [Rules and Information](#) (the “**Rules**”)¹;
 - iii) the terms and conditions of the [Endsleigh Insurance Block policy](#); and
 - iv) the terms and conditions of [Wilts & Dorset buses](#).
- c) When you accept the **Offer of Accommodation**, you must pay a deposit to the **University**. (the “**Deposit**”). We will hold the **Deposit** as security for your obligations under the Licence Agreement. We will not pay you interest on the **Deposit**.
- d) The following will be set out in the **Offer of Accommodation** or the **Licence to Occupy**:
 - i) details of the hall of residence (the “**Hall**”);
 - ii) the term of the licence (the “**Licence Period**”);
 - iii) the charges for the licence and the timing of the payments (the “**Licence Fee**”);
 - iv) information about how to accept the **Offer of Accommodation**; and
 - v) details of the amount of the **Deposit** and how to pay it.
- e) You may access your **Licence to Occupy** and these **Terms and Conditions** at any time by returning to your account or you may print them for your records. If you do not have access to a printer please contact the Residential Services Office to request a copy.

2) Legally Binding Contract

- a) You must read these **Terms and Conditions** and the other documents listed above and make sure you understand and agree to them before you accept the **Offer of Accommodation**.
- b) When you accept the **Offer of Accommodation**, you have the right to cancel the Licence Agreement within 14 days without giving any reason. If you wish to cancel during the 14 days, you must tell us. You can tell us by e-mail, letter or using the model cancellation form provided on our website. You must make it clear you wish to cancel the **Licence Agreement**. If you have paid any charges or a Deposit, BU will refund them if you cancel in the 14-day period.
- c) You may end the **Licence Agreement** up to 4 weeks before the start of the **Licence Period** by giving the **University** written notice at least 4 weeks before the start of the **Licence Period**. We will deduct an administration charge of £25 from the **Deposit** and refund the balance to you.
- d) If you withdraw from the **University**, you must send written notice of withdrawal to Residential Services. You must pay the **Licence Fee** up to and including the date Residential Services receives the notice, plus a charge equal to 4 weeks’ **Licence Fee** and a £25 administration charge.
- e) The **Licence Agreement** is governed by English law, which may be different to the law that applies in your own country if you are an international student. If you have any concerns or questions, please take advice before accepting the offer and committing to this contract.
- f) Any dispute arising under the **Licence Agreement** is subject to the exclusive jurisdiction of the English courts. You have the right to complain about the **Licence Agreement** to the Office of the Independent Adjudicator for Higher Education, once you have exhausted the **University**’s internal complaints process.

3) Definitions:

Some terms are defined in these Terms and Conditions, and in addition:

Common Parts	(i) any shared facility such as kitchen, bathroom, common room or lounge including the fittings, fixtures, furniture and equipment available for use in these areas as set out in the Inventory ; and (ii) those parts of the Hall that you need to use to access the Room .
Inventory	the inventory that we give to you at the start of the Licence Period , which sets out contents and the condition of the Room .
Room	an individual private study room in the Hall that we allocate to you, including the fittings, furnishings and other contents as set out in the Inventory .

¹ www.bournemouth.ac.uk/accommodation

Student	you, the student named in the Offer of Accommodation or Licence to Occupy .
Student Damages	has the meaning given to it in clause 5.
University	Bournemouth University of Fern Barrow, Poole, Dorset, BH12 5BB.

4) Licence to Occupy

- a) The **Licence Agreement** gives you a simple contractual right to occupy the **Room** and use the **Common Parts**. The **Licence Agreement** does not create a tenancy or give you a legal interest in any property. Subject to you remaining a registered student of the **University**, paying the **Licence Fee** and complying with the terms of the **Licence Agreement**, the **University** allows you:
- i) to occupy the **Room** for the **Licence Period**;
 - ii) to use the furniture and fittings as set out in the **Inventory**; and
 - iii) to use the **Common Parts** and other communal facilities, furniture or fittings in the **Hall** intended for the use of those occupying the **Hall**.
- b) You do not have exclusive use or occupation of any room, or the right to occupy any particular room.
- c) We may require you to move out of the Room by giving you reasonable written notice if:
- i) the **Room** or any **Common Parts** used by you are unfit to occupy; or
 - ii) we reasonably believe the move is required to protect the interest of staff or other residents.
- d) If we ask you to move out, we will usually offer you an alternative Room within University accommodation. The **Licence Agreement** will apply to the new **Room**. If no alternative room is available within University accommodation then we will make reasonable alternative arrangements for you. We will give you notice when you need to move back to the original **Room**. You must move as soon as reasonably practicable when we ask you to.
- e) The **Licence Agreement** is personal to you. You must not allow any other person to use the **Room**, or sublet it or transfer occupancy to anyone. You may have an occasional short-term guest if this does not cause problems for other residents. You are responsible for your guests at all times, and must ensure that they comply with the **Licence Agreement** and **Rules**.
- f) You may ask for a transfer to an alternative **Room** during the **Licence Period**. The **University** has absolute discretion in considering your request. If you transfer to an alternative **Room**, you must pay an administration charge of £25. The **Licence Agreement** will apply to the new **Room**.

5) Licence Period and Licence Fee

- a) The **Licence Fee** includes an annual bus pass with Wilts & Dorset Bus Company. If you do not want the bus pass, you must tell us when you accept the **Offer of Accommodation** and the **Licence Fee** will be adjusted. You can cancel the bus pass before the end of your first academic term. If you cancel the bus pass, we will charge a £25 administration fee and refund you for the unused period of the bus pass. We will not pay a refund if you cancel the bus pass after the end of your first academic term.
- b) You must pay to the **University**:
- i) the **Licence Fee** for the **Licence Period**;
 - ii) the **Student Damages** (as defined below);
 - iii) the charges set out in clause 8; and
 - iv) the administration charges set out in clause 2, this clause 5 or clause 9.
- c) We will invoice you for **Student Damages**, administration charges and other costs and charges that you must pay under the **Licence Agreement** and you must pay us within 30 days.
- i) “**Student Damages**” are the actual costs that we incur or the costs that we reasonably estimate we will incur because of any breach of the **Licence Agreement** by you, plus a 10% administration charge, including:
 - (A) the costs of cleaning the **Room** or the **Common Parts** or removing rubbish, including cleaning costs following a breach of clause 8(b) or (c);
 - (B) the costs of repairing damage that you or your guests cause to the **Room**, the **Common Parts**, the furniture, fittings, contents or any other property, including repair or replacement costs for interference or damage referred to in clause 8(b) or (c);
 - (C) the costs of replacing the furniture, fittings, contents or any other property that you or your guests damage or remove from the **Hall**;
 - (D) the costs of repairing additional damage caused because you have not told Residential Services promptly that repairs are needed; and
 - (E) all costs that we reasonably incur in enforcing your obligations under the **Licence Agreement**.
 - ii) If, after enquiring, we cannot determine who is responsible for **Student Damages**, we will:
 - (A) divide the total costs by the number of students who were the main occupants or users of the relevant part of the **Hall** at the relevant time; and
 - (B) charge you the relevant share of the total.
- d) If you change your bank instructions or details, you must give notice to Residential Services at least 15 working days before the date the next payment is due.

- e) A £25 administration charge will be made if we have to write to you because a direct debit, credit card transaction or cheque is returned unpaid or cancelled for any reason.
- f) If you dispute any amounts that we charge, you must contact Residential Services within 10 working days of the date of the invoice.

6) Services

- a) Your personal belongings are covered for the **Licence Period** under the Endsleigh Insurance Block policy. This policy includes limits and exclusions and you must arrange separate insurance for any items that are not covered under this policy.
- b) You must arrange and pay for a television licence if you use a television in your Room or there is one in your flat (see the BU website for more information).
- c) You must pay council tax if it applies to you (you may qualify for an exemption - see the BU website).
- d) The **University** will take reasonable steps to supply:
 - i) internet service to the **Room**; and
 - ii) gas, water and electricity to the **Room** and the **Common Parts**.
- e) We cannot guarantee that these services will not be interrupted. We are not liable to you for any loss or damage if the service provider fails to supply them for reasons that are beyond our reasonable control.
- f) We may:
 - i) restrict your internet access if you seriously or persistently breach any of these **Terms and Conditions**;
 - ii) suspend access to the **Common Parts** if in our reasonable opinion they are unsafe or unsanitary; and
 - iii) remove from the **Room** or the **Common Parts** any item that in our reasonable opinion is obstructing access or is a fire or health or safety risk. We may dispose of the item if you have not collected it within a reasonable time.
- g) If any repairs are needed to the **Hall**, you must contact Residential Services promptly.

7) Your Obligations

You agree that you will and will ensure that your guests:

- a) comply with the **Rules** and any other rules and regulations made or updated by the **University** from time to time that apply to the use and occupancy of the **Hall**.
- b) ensure that the door and window of the **Room** are locked when you are not there;
- c) comply with the fire precautions posted in the **Hall** and provided to you on arrival;
- d) put all rubbish in the designated refuse and recycling bins and empty these bins when they are full;
- e) keep the **Room** and **Common Parts** in a clean and tidy condition; and
- f) return the **Room** and the furniture and fittings in it at the end of the **Licence Period** in the same condition as set out in the **Inventory**, apart from fair wear and tear.

8) Your Undertakings

You agree that you will not, and will not allow your guests to:

- a) cause any damage to the **Room**, the **Common Parts**, the furniture, fittings, contents or any other property in the **Hall** or remove any furniture, fittings, contents or any other property from the **Hall** or damage any neighbouring property;
- b) interfere with, misuse, cover, tamper with or remove smoke or heat detectors, fire protection equipment including fire extinguishers or blankets, door closures or break glass call points;
- c) smoke or use any illegal substances in the **Room** or any of the **Common Parts**, entrances, stairways, lift landings, lifts, common rooms, laundry rooms or any other shared areas of the **Hall** (smoking in public places is a criminal offence and we may take disciplinary action and report the matter to the police);
- d) keep any animal, insect or reptile in the **Hall** (guide dogs are allowed but you must discuss this with us first so we can identify the most suitable room);
- e) do anything which may cause a nuisance to the **University** or to any other occupants of the **Hall** or any other neighbouring property;
- f) behave anti-socially, such as harassment for sex, race, disability, sexual orientation, religion/belief or age;
- g) display any advertisement or anything that is visible from outside the **Hall** that could be offensive or damaging to the reputation of the **University** (you must immediately remove any such items if asked);
- h) leave the main entrance of the **Hall** open or to allow anyone to enter who is not a resident or a representative of the **University** who is carrying identification;
- i) put anything harmful, or which is likely to cause a blockage, in any pipes or drains;
- j) obstruct the **Common Parts**; or
- k) interfere with or remove window restrictors (if fitted) or other mechanisms to prevent windows being opened;
- l) do anything that may cause a risk to the health or safety of other residents or staff.

9) Termination

- a) The **University** may end the **Licence Agreement** at any time by giving you four weeks' written notice in advance if:
 - i) the **Licence Fee** or other amount you owe us under the **Licence Agreement** is overdue by 14 days or more; or

- ii) you are in serious or persistent breach of any of the **Licence Agreement**. A breach of clause 8(b), 8(c) or 8(k) will be treated as a serious breach for this purpose.
- b) Subject to c) below, if you wish to end the **Licence Agreement** before the end of the **Licence Period**, you must tell Residential Services in writing. You must return the keys and pay us a £25 administration charge.
 - i) The **Licence Agreement** will not end, and you must continue to pay the **Licence Fee** until:
 - (A) the **University** has found a new occupant for the **Room** who was not previously occupying any University accommodation; and
 - (B) the new occupant has entered into a licence agreement with us and paid a deposit.
 - ii) We will make the **Room** available to prospective residents, including any suitable candidates that you propose. We are entitled to fill other already vacant rooms first before making the **Room** available to prospective residents.
 - iii) We may transfer another existing resident to the **Room**. If we do, the **Licence Agreement** will not end until the **University** has found a new occupant for the accommodation vacated by that resident.
 - iv) If you have paid **Licence Fees** for any period after the end of the **Licence Agreement**, we will refund them to you after deducting any amounts that you owe us under the **Licence Agreement**.
- c) If you wish to end the **Licence Agreement** before the end of the **Licence Period** in the following circumstances:
 - i) the **Licence Period** is 50 weeks; and,
 - ii) you are attending a post-graduate course at the **University**; and,
 - iii) your academic department has authorised a placement as part of the course (you must provide evidence from the academic department if requested by Residential Services); and,
 - iv) the placement is outside the Bournemouth/Poole area (generally in a location which does not have a postcode starting with BH, but this should be confirmed with Residential Services),
 you must give the University at least 4 weeks' written notice (including the evidence referred to above) and the termination will take effect at the end of the usual undergraduate **Licence Period** for the **Property** (which may be 40, 41 or 42 weeks). You must return the keys and pay us a £25 administration charge. If you need to terminate under this clause, you must speak to Residential Services as soon as possible to confirm the requirements for your specific circumstances.
- d) At the end of the **Licence Agreement**, you must leave the **Room** and remove all your personal belongings from the **Room** and **Common Parts**. If you do leave any belongings, we may remove them and put them in storage (unless they are perishable or unsafe). We will tell you (using the contact details we have for you). You have 14 days to collect them, and if you have not claimed them after 14 days, we may dispose of them.
- e) At the end of the **Licence Agreement**, when you have returned your keys to Residential Services, we will deduct from the **Deposit** any amounts due to us under the **Licence Agreement**, including any unpaid **Licence Fees**, administration charges or **Student Damages**. We will refund the balance of the **Deposit** to you within 4 weeks of the end of the **Licence Agreement**. If you dispute the amounts deducted, you must contact Residential Services within 10 working days of the date on which you receive the refund.
- f) Any right of action or remedy that either you or the **University** have for any previous breach of the **Licence Agreement** continues to have effect after the **Licence Agreement** has ended.

10) Inspections and Keys

- a) Where this clause 10 refers to the **University** that includes its staff, agent (if any), relevant third party authorities (including but not limited to fire and rescue, ambulance and police services) and anyone with the **University's** written permission.
- b) The **University** may visit any **Common Parts** or other shared areas without giving you any prior notice, provided its visit is for one or more reasons set out in clause 10(d) or otherwise lawful.
- c) The **University** may keep keys for your **Room**, and may visit it for one or more reasons set out in clause 10(d) or otherwise lawful. However, the **University** will not use the keys to enter the **Room** without your permission without giving you at least 24 hours' notice, unless for one or more of the reasons set out in clauses 10(d)(i) – (iii).
- d) The listed reasons for clauses 10(b) and 10(c) are:
 - i) an emergency (in the **University's** reasonable view, which shall be final);
 - ii) the **University** has serious concerns for your personal safety or security or that of others;
 - iii) the **University** believes illegal activity has occurred, is occurring or will occur, including but not limited to illegal substances being used or kept, at the **Hall / Property** and/or **Room** (and in the case of a **Room** visit that such visit is appropriate in the circumstances, the University's view being final);
 - iv) the **University** believes the **Licence Agreement** has been breached;
 - v) access is needed to inspect the condition and state of repair of the **Common Parts / Room**, as applicable;
 - vi) access is needed to undertake any maintenance or repairs.
- e) If you do not return the keys at the end of your **Licence Period** (however that happens), the **University** will charge you the reasonable cost of fitting new locks and programming / cutting keys.

11) General

- a) We are not liable for any loss or damage to you or your belongings unless it was directly caused by the negligence of the **University**.
- b) Any notice we give you under the **Licence Agreement** may be delivered:
 - i) by hand to the **Room**;

- ii) by hand or first class post to your academic department at the **University**; or
- iii) by first class post to your last known address.
- c) Any notice given by you to the **University** under the **Licence Agreement** may be delivered if sent by first class post to Residential Services, Bournemouth University, Fern Barrow, Poole, BH12 5BB.
- d) This contract is between the **University** and you and no other person will have any rights under it.
- e) If any court or competent authority finds any term of this **Licence Agreement** (or part of any term) to be invalid, illegal, or unenforceable:
 - i) that term or part shall be deemed to be deleted; and
 - ii) the other terms of this **Licence Agreement** shall not be affected.