

Accommodation Agreement

ALL NEW STUDENTS WILL BE GIVEN ACCOMMODATION FOR 1 YEAR PROVIDING THERE IS ACCOMMODATION AVAILABLE. BEYOND THIS ABHSC CANNOT GUARANTEE TO CONTINUE TO PROVIDE ABHSC ACCOMMODATION AND THEREFORE STUDENTS SHOULD ACTIVELY SEARCH FOR ALTERNATIVE ACCOMMODATION BEFORE THE EXPIRY OF THIS LICENCE.

THIS LICENCE creates legally binding obligations between ABHSC and the Student so please read it to make sure you understand all the terms and conditions before you sign. This licence is governed by English law which international students may find quite different to the law that applies in their own country. Take advice before signing if you feel you need it.

THIS LICENCE becomes legally binding once the keys have been collected. This licence must be signed by the Student and ABHSC. The licence ends on the last day of the Period of Residence unless it is terminated earlier in accordance with clause 4.

Accommodation

Residence

Common Parts Any shared kitchen, bathroom, common or other room or area allocated to the Accommodation and those parts of ABHSC's property, which are necessary for the purpose of gaining access to the Accommodation.

Contents ABHSC's fixtures, fittings and equipment in the Residence.

Payment The first terms accommodation fees are due before the room booking expiry date. All further payments are due by the first day of each term.

Periods of Residence and charge (TO BE INSERTED BY OCCAM)

Rights To occupy the accommodation
To use the Contents
To use the Common Parts
To provision of the Services

Services Repair of the Residence
Lighting and heating of the Residence in accordance with ABHSC's environmental policy.
Supply of hot and cold running water to the Residence
Electricity and gas supply to the Residence
Cleaning of the Common Parts

Student

ABHSC Apollo Buckingham Health Science Campus Limited. The Campus, Crewe Green Road, Crewe, Cheshire, CW1 5DU – Acting as agents for The University of Buckingham

ABHSC agrees to grant the Rights to the Student during the Periods of Residence on the conditions set out in this Contract.

1.0 **Student's Obligations**

1.1 To be a current registered Student of ABHSC. To pay the Residence Charge to ABHSC on or before the first day of term.

1.2 To keep the Common Parts and Contents clean and tidy. To keep your own room clean and tidy. Not to cause damage to any part of the Residence.

1.3 When you move out, leave your room and the Common Parts clean and tidy. All of your belongings must be removed from the premises and your keys returned to the Accommodation Office.

1.4 To allow ABHSC staff to enter the Accommodation for the purpose of viewing, inspections, cleaning and repairs. No notice being necessary in an emergency, or for repairs reported by the Student. No notice being necessary for the routine cleaning of shower heads in ensuite rooms every 3 months. Otherwise all endeavours will be made to give reasonable notice. 7 days notice will be given for planned Maintenance work. Notice will not always be given for access to the Common Parts. ABHSC will, under exceptional circumstances enter and search Student rooms, without prior notification, in the interest of the well being and safety of both Student and staff members.

1.5 To comply with all applicable legislation so as to avoid causing harm to ABHSC personnel and property and nearby residents and the property in which they live.

1.6 Not to use the Residence's for any illegal purposes.

1.7 To comply with ABHSC's policies, rules and regulations as set out in the Handbook and to comply with the reasonable requests and directions of ABHSC's accommodation staff, which includes an obligation to produce the Student's ID card to a member of ABHSC's staff on request.

1.8 To report promptly to ABHSC any damage or want of repair or failure of the Services within 24 hours of becoming aware of it.

1.9 To pay to ABHSC all costs reasonably incurred by ABHSC in enforcing the Student's obligations or arising from a breach of them.

1.10 To notify ABHSC in advance if the Accommodation is likely to be unoccupied for more than 7 days.

1.11 Where damage or loss occurs in the Student's room to pay a fair and a reasonable proportion of the cost for repair or replacement. Where damage occurs in Common Parts and ABHSC (after a reasonable period of investigation), does not know who is responsible for the damage, collective charges will apply. The cost of the damage will be distributed evenly amongst the residents of the building where the damage has taken place.

1.12 Promptly to send to ABHSC a copy of any communication the Student receives which is likely to affect the Accommodation or the Residence.

1.13 To comply with the Fire Drill evacuation practice which takes place twice a year throughout the Residences. Details can be found in the Accommodation Booklet. Failure to comply is a disciplinary matter.

1.14 Not to misuse any fire safety equipment. Failure to comply is a disciplinary matter.

Tampering with the fire alarms is a criminal offence. Covering up, or otherwise tampering with, the smoke detector in your room will incur a maximum fine of £500 and/or will result in the termination of your licence to occupy ABHSC accommodation.

1.15 Not to move the fire extinguishers from their rightful place and not to prop doors open with them. Failure to comply is a disciplinary matter.

1.16 Not to prop open fire doors. Failure to comply is a disciplinary matter.

1.17 Not to use fireworks, explosive devices, portable heaters, candles or other devices that produce a naked flame or heat. Any such devices, including barbecues, must not be used or stored in the residences. The storing of any flammable material is forbidden. ABHSC reserves the right to remove any item that could potentially cause harm, from a student's room, on sight.

CANDLES AND OTHER DEVICES PRODUCING A NAKED FLAME AND/OR SMOKE AND/OR HEAT – Such items are absolutely prohibited in all Student rooms and throughout all Student accommodation blocks. Any such items found in an unlit/unused condition will be immediately removed and destroyed. A fine of £25 and a formal warning will be issued by ABHSC for a first offence. A second offence involving unlit/unused items will attract a further £25 fine and a final warning letter.

Any such items found having being used/in a lit condition will be immediately removed and destroyed. A fine of £100 and a final warning will be issued by ABHSC for a first offence. A second offence involving lit/used items will incur a maximum fine of £500 and the immediate termination of the Student's accommodation licence.

1.18 Not to use chip pans or deep fat fryers in the Residences.

1.19 Not to light a fire in any ABHSC building or ABHSC grounds.

1.20 Not to smoke in any ABHSC building or Residence. This includes the use of e-cigarettes, vaping and shisha pipes.

1.21 Not to bring illegal substances or controlled substances without a prescription, into the Residence.

1.22 Not to instruct outside contractors to do any type of work in ABHSC buildings or on ABHSC buildings.

1.23 Not to do anything which may cause damage to the electrical or gas installations. Not to do anything that may be considered a fire risk. Not to do anything that will put the health and safety of others at risk. Not to tamper with the boilers. Failure to do so will be treated by ABHSC as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under ABHSC's Regulations. ABHSC will remove from the Residence any item that ABHSC reasonably considers to be unsafe or any item that is on the prohibited items list. Where electrical items are concerned, ABHSC may insist that the Student takes the item to the Maintenance department and has it PAT tested. Electrical cables to personal electrical equipment should be kept in a tidy fashion so as not to pose a trip hazard.

- 1.24 Not to put anything harmful or which is likely to cause blockage in any pipes or drains or sinks.
- 1.25 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Common Parts, the Residence or the Contents.
- 1.26 Not to bring additional furniture (including but not restricted to, cookers, fridges, freezers, washers, dryers, heaters, coolers) into the Residence. Any soft furnishings must comply with Crib 5 fire regulations.
- 1.27 Not to remove any of ABHSC furniture or fittings from study bedrooms or Common Parts.
- 1.28 Not to use the Accommodation for business or any purpose other than a study bedroom and not to use any other part of the Residence for any purpose other than its designated use.
- 1.29 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Unauthorised occupation of the Accommodation will be treated by ABHSC as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under ABHSC's Regulations.
- 1.30 Not to cause nuisance, distress, disruption, offence or persistent disturbance to others. Noise nuisance between the hours of 11.30pm and 7.30am will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under ABHSC's Regulations. At all times the Student must avoid creating noise at a level that interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring property. ABHSC reserves the right to remove any audio equipment from a Residence in the event of excessive noise.
- 1.31 Not to have parties in the Residences.
- 1.33 Not to bring any animal into the Residence unless it is an aid for a disabled person. The Student must notify ABHSC in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it (e.g. away from students who may be allergic to it). Students will be responsible for the proper care and control of assistance animals and any damage or nuisance that an animal causes.
- 1.34 Not to keep vehicles or vehicle parts in the Residences. Bicycles should be kept in designated bike bays (first come first served).
- 1.35 Not to cause obstruction of the Common Parts. Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under ABHSC's Regulations.

1.36 Not to have more than four visitors/guests in the Accommodation at any time.

1.37 To report to ABHSC promptly any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to ABHSC promptly any suspicious circumstances likely to affect the security of any part of the Residence. Where the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to the Accommodation Office or to Security as soon as is reasonably practicable (and in any event within 24 hours).

1.38 To complete an inventory on arrival to highlight any existing damage in rooms. The completed inventory must be handed into the Accommodation Office within 7 days of taking up residence. If the Student does not report any damage, or missing items, then they will incur the costs for such at the end of the agreement that is not already known to ABHSC. A list of damage charges can be obtained from the Accommodation Office.

1.39 Not at any time to leave the Accommodation unoccupied without locking the doors and windows. Not to leave the entrance doors open and unlocked at any time. Not to allow anyone to enter who is not a resident, or a representative of ABHSC carrying identification, or accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to ABHSC.

1.40 Not to install telephone landlines in rooms.

1.41 To report any loss of keys to the Accommodation Office as soon as possible.

1.42 Not to have copies made of keys.

1.43 To maintain a reasonably safe environment ABHSC employees who may have to enter the premises.

1.44 Not to bring any weapons into the Residences, whether authentic, replica or decorative.

1.45 To take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not used), to avoid wasting water and to participate in any waste recycling scheme operated by ABHSC.

1.46 To vacate the Residence leaving it empty of all belongings and in a tidy condition. To return all keys to the Accommodation. Keys are due back by 12pm on the Monday following the last day of term when the accommodation licence is due to expire. If keys are not returned on time there will be a charge of £50 per day for all students. Any belongings left behind in rooms will be deemed to be abandoned and will be disposed of without any further notification.

2.0 ABHSC's Obligations

2.1 To provide the Services as stated.

2.2 Except in an emergency, for repairs reported by the Student and for routine cleaning on the designated days to give the Student at least 24 hours notice before entering the Accommodation and 7 days' notice in the case of planned maintenance works.

2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonable necessary.

2.4 Before the end of the first week of the Period of Residence to provide the Student with information and advice on:

- Action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid and how to report an accident or safety defect.
- Health and safety matters such as how to avoid common fire risks; safe cooking practices, electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action and/or criminal proceedings for mis-use of fire precautions equipment.
- How to get access to the Accommodation in the event of the Student losing their keys.
- Cleaning schedules and students' responsibilities for cleaning.
- The respective roles and responsibilities of ABHSC and its resident students.
- Health, welfare and guidance on communal living.
- Where to get advice on financial difficulties.
- Where to get counselling.
- How to register with a local health service.
- The management structure for the Residence and contact details of the key members of staff with out-of-hours emergency contact details.
- Any special arrangements made to help with any disability the Student may have disclosed to ABHSC.

2.6 To give a receipt to the Student for any items that are confiscated with the exception of candles and items considered dangerous. Any candles and items considered dangerous removed from Residences will be disposed of.

2.7 To ensure security staff are clearly identified, and that any staff or Contractors requiring access to the Accommodation or Common Parts carry, and allow the Student to inspect, appropriate identification documents.

2.8 To maintain any kitchen facilities in the Common Parts serving the Accommodation in good order and repair, and keep any equipment there in proper working order (as long as ABHSC had notice of the problem, or ought reasonably to have been aware of it).

2.9 To ensure clear and appropriate instructions for use are given for any equipment that the Student needs to operate in the Residence (many of these instructions will be posted in the relevant part of the Residence).

3.0 Other Conditions

3.1 The Student is responsible for their own conduct and for the conduct of any visitor(s)/guest(s) s/he invites to the Residence. Permission must be sought from the Accommodation Office for overnight guests.

3.2 ABHSC's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the ABHSC's negligence or breach of its obligations in this Contract or the actions of its employees or agents. The Student's personal belongings are covered by the ABHSC's insurance.

The insurance is provided by cover4students.com and details can be obtained from the Accommodation Office.

3.3 The Student is responsible for cleaning the Common Parts after they have used them.

3.4 ABHSC may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them but will not withdraw essential services such as electricity and water supply.

3.5 This Contract does not affect ABHSC's disciplinary powers. A breach of the Student's obligations in this Contract shall be treated as a breach of ABHSC's Regulations that are binding on all students from the point of registration.

3.6 ABHSC is entitled, at the Student's expense, to confiscate from the Accommodation or other parts of the Residence any item which appears on the prohibited items list.

3.7 This Contract is a Student licence under paragraph 8 of Schedule 1 to the Housing Act 1988.

3.8 This Contract is not intended to confer any benefit to anyone who is not party to it.

3.9 This Contract contains all the terms agreed by ABHSC and the Student at the time it comes into effect. ABHSC will confirm any agreed variation to the Student in writing at the time the variation is made.

3.10 ABHSC reserves the right to request that a Student empty and vacate his/her room during a vacation period for essential maintenance purposes.

3.11 If there are any outstanding monies owed to ABHSC at the end of the accommodation agreement ABHSC will use the bond in settlement. The Student will be charged for missing or damaged items not recorded on the room inventory at the commencement of the accommodation agreement. The Student will also be charged if the room has been left in an inappropriate condition. Details of the charges can be found in the Accommodation Office.

3.12 If the Student has cause to complain he/she must first of all do so in writing addressed to the Accommodation Officer. If the matter is not dealt with to a satisfactory conclusion the Student must then contact the Estates Bursar.

4.0 Termination of this Contract

4.1 Non Arrivals – All confirmed bookings will be released at the end of week 2 of term unless the Accommodation Office has been given a specific arrival date.

4.2 ABHSC may terminate this licence at any time by serving notice on the Student if The Student has not paid their accommodation fees. The Student is put 'On Stop' under regulation 2.9 of the general regulations. The Student is in serious breach of any of the Student's obligations. The Student does not have the status of a current registered student, or current associate student. The behaviour of the Student constitutes a serious risk to him/herself or others, except where the reason is related to the Student's health.

4.3 If the Student wishes to be released early from their accommodation licence they must email the Accommodation Office with a detailed explanation. The Student will then be asked to attend an interview with the Accommodation Officer. Students will only be given permission if there are serious extenuating circumstances. If the request is granted by the Accommodation Officer the Student will be charged up until the day the keys are returned to the Accommodation Office. An early release charge which equates to two weeks rent will also be charged. Students should not enter into any other legally binding accommodation contracts before being granted permission to be released from their current contract.

4.4 The Student may apply to transfer to another room in the Residence but the Student must first add their name onto the waiting list and wait until they have reached the top of the waiting list and a room has become available, unless exceptional circumstances apply. Room moves take place during weeks 4, 5 & 6 of term time only. There is no charge for the first room move but any subsequent ones will incur an administration charge of £25 per room move.

4.5 If this Contract is terminated by ABHSC the Student will be charged up until the date that the keys are returned to the Accommodation Office.

4.6 ABHSC reserves the right to relocate the Student to comparable ABHSC accommodation in exceptional circumstances. The Student will have the right to terminate this accommodation agreement as an alternative to relocating.

4.7 ABHSC's acceptance of the keys at any time shall not in itself be effective to terminate this Contract while any part of the Period of Residence remains unexpired.

4.8 The Student is entitled to a cancellation period up until the point that the keys have been collected. This licence becomes legally binding once the keys have been collected.

Signed by and on behalf of:

Name

Signature

ABHSC Limited

Name

Signature

The Student.