

## RESIDENTIAL LICENCE AND TERMS AND CONDITIONS

Please make sure you understand the implications of the Licence Agreement – if you need any clarification please ask when your room is allocated. You will be asked to sign a Residential Licence Agreement Sheet when you arrive to take up residence.

### THE STUDENT RESIDENTIAL LICENCE AGREEMENT – AN EXPLANATORY NOTE

1. The Residential Licence Agreement (the Licence) is a legal document and consequently has to be written in terms recognised by the legal profession. Please read it carefully before signing the agreement. The Licence details the arrangement between the University of Chichester (the University) and an individual student under which:
  - a. The University undertakes to provide residence for the student during a specified time as set out in the Fourth Schedule of the Licence. The University reserves the right to cancel or suspend the Licence if the student is in debt or subject to disciplinary procedures (First Schedule 2 iii) or is in contravention of the licence;
  - b. the student agrees to pay the licence fee by the specified dates for the use of the room. The licence fee and the dates on which the licence fee has to be paid are shown in the Fifth Schedule of the Licence. In addition a student is required to pay a non-refundable booking fee of £120 before arrival. This only secures a room and does not form a damage deposit or advanced fees payment.
  - c. The student enters into an occupancy agreement for the period indicated on the Residential Licence Agreement Sheet and is not entitled to terminate at intermediate points (First Schedule clause 4). In the event of a student leaving they will still be responsible for the licence fee, unless, the room can be re-filled with a suitable student, subject to approval from the Accommodation Office. If a student is leaving the University they will be required to submit two weeks written notice to the Accommodation Office and they will be charged a £200 cancellation fee for ending the Licence Agreement early.
  - d. The room initially allotted to the Student is shown in paragraph I on the Residential Licence Sheet. Certain rooms are twin/shared rooms that have to be shared by two or more students. The University reserves the right to allocate an alternative room if circumstances make such action necessary (First Schedule of the Licence, clause 7 ii); and the student can ask to change his or her room (First Schedule of the Licence, clause 7 iii).
2. The First Schedule lists the various obligations on the University and on the Student. In essence, these obligations seek to ensure that the University behaves as a good licensor and the student behaves as a good licensee so that all can enjoy the best possible community life in a safe environment. The Student also agrees to abide by a Code of Conduct; detailed in the Accommodation pages on the University website: [www.chi.ac.uk/studentlife/accommodation](http://www.chi.ac.uk/studentlife/accommodation) and summarised in this handbook.
3. The Second Schedule specifies general and catering arrangements for students in accommodation. The licence fee includes a daily allowance to spend at either Campus Restaurant (excluding Bank Holiday periods). The allowance is reduced during Reading Weeks and at Weekends as only Brunch is served.
4. The Third Schedule specifies the arrangements for the payment of the licence fee. Failure to pay the licence fee by the specified date will, save in exceptional circumstances, result in the immediate commencement of possession proceedings. A student who encounters financial difficulties and is unable to pay their accommodation instalment payments on time is urged to contact the Support and Information Zone (SIZ) on 01243 816222 at the earliest possible opportunity. The SIZ will be able to connect you to the appropriate support team to discuss your difficulties. Three payments are due for the period of the licence agreement. The interim periods are not indicative of the monies requested; they are based only on a percentage of the total contract period.
5. The University gives notice that building programmes designed to improve facilities and surroundings may be in progress during the academic year. The programme of work may result in some unavoidable disturbance to students in residence. Students who wish to occupy the residences must accept this situation.
6. This agreement is made pursuant to the accommodation offer letter issued at the time of offer and incorporates any of the wordings relating to students occupation within that letter. Should there be, for any reason, discrepancy between the offer letter and this agreement the agreement will take precedent.

# The Student Residential Licence Agreement – an explanatory note

## RESIDENTIAL LICENCE AGREEMENT SHEET

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 201\_

BETWEEN UNIVERSITY OF CHICHESTER, whose registered office is at College Lane, Chichester, PO19 6PE, a company limited by guarantee, company number 4740553, and

(Name of student): \_\_\_\_\_

of (Home address): \_\_\_\_\_

\_\_\_\_\_ undertaking (Course name): \_\_\_\_\_

WHEREBY THE FOLLOWING IS AGREED:

1. The University permits the Student to occupy the premises known as \_\_\_\_\_  
(the room and house/block) for the period (day/month/year) \_\_\_\_\_ to  
(day/month/year) \_\_\_\_\_  
(the term), or such other room as may subsequently be agreed in accordance with paragraph 7 (ii) or 7 (iii) of the First Schedule, during the Academic Year 2018/2019 as set out in the Fourth Schedule on the terms and subject to the agreements and conditions set out in the First Schedule and the Third Schedule hereto.
2. The Student shall pay the fees as specified in the Fifth Schedule or in accordance with any separate agreement entered into with the Finance Office.
3. The Student agrees to abide by the Residential Code of Conduct, ([www.chi.ac.uk/student-life/accommodation](http://www.chi.ac.uk/student-life/accommodation)) The student agrees not to park a car or similar transport on the University of Chichester property, unless given permission in writing by the Director of Estate Management. (or has paid the appropriate fee for a designated parking space outside Graylingwell Drive, Pinewood, Mainline or St Christophers Halls of Residence). Students residing in the Graylingwell Houses and at The Mainline can only park vehicles on the drives or in the garages, not the streets within a 200m radius of the houses. Students residing at Stockbridge Halls are not permitted to bring a car into the City due to planning constraints.
4. The terms and conditions set out in all the Schedules hereto are incorporated.
5. The Student agrees to abide by the terms and conditions set out in the 'Handbook for Residents'.
6. This is a letting under Ground 8 of Schedule 1 of the Housing Act 1988. The Room is let by the specified educational establishment to a full-time student pursuing a recognised course of study in accordance with the statutory provision quoted above.
7. I confirm that I have viewed the Health and Safety Video and will engage in the Accommodation E-Induction process before taking full occupancy of the room.

As WITNESS the hands of the parties hereto the day and year first before written

\_\_\_\_\_ (the Student)

\_\_\_\_\_ (Accommodation Office staff, University of Chichester)

## The First Schedule

1. The full-time Student of the University of Chichester shall be entitled to occupy the room for the weeks shown on the Residential Licence Agreement Sheet and specified in the Fourth Schedule and for such other periods as the University may subsequently agree, appropriate to the academic programme on which the Student is registered. If the room is designated as a twin/shared room, the student is not entitled to exclusive use of the room. A student must take up residence within 7 days of the start of the licence agreement commencement date otherwise the Accommodation Office are able to re-allocate the room and the resident will be liable for the licence fee owed for the period when it was unoccupied.
2. The Licence shall be terminated by the University if:
  - i) the Student ceases to be registered as full-time;
  - ii) the Student fails to pay the fees in the time scales described in the Fourth Schedule;
  - iii) the Student is in violation of any of the conditions of occupancy, either of this Licence and its schedules or other University regulations, or if the student is required to vacate the place of residence as a result of disciplinary proceedings.

All damages caused by the Student will require immediate payment during the licence term. Outstanding accommodation charges will be pursued following approved processes.
  - (iv) a student may be removed from halls with immediate effect if they have not declared a criminal conviction, which in the opinion of the Director of Estate Management means they should not be housed in University accommodation.
  - (v) The licence will be immediately terminated where the University, acting reasonably, requires the student to withdraw from their academic studies. The student will be liable for all accommodation fees /any other associated accommodation monies owed, up to the point of termination.
3. Nothing in clause 2 (above) shall prevent the University agreeing to a termination of the Licence on special terms.
4. The student shall enter into the Licence Agreement for the weeks specified on the Residential Licence Agreement Sheet, and shall not be entitled to terminate at intermediate points unless they are leaving the University or by agreement with the Residential Services Manager. If a student leaves the University they will be required to submit two weeks written notice to the Accommodation Office and they will be charged a £200 cancellation fee for ending the Licence Agreement early. If a student leaves the residence but not their studies they shall be responsible for the licence fee for the entire term of the licence agreement unless the room can be re-filled with a suitable student, subject to approval from the Accommodation Office. A student wishing to extend their licence agreement may be permitted to do so but will occupy the accommodation on the same terms as their licence agreement.
5. The Student agrees with the University:
  - (i) to occupy the room only as a study bedroom and not part with the possession of the room nor share the occupancy with any other person without prior permission in writing from the Accommodation Office or it being a designated shared room and to vacate the room immediately upon termination of the Licence, however determined;
  - (ii) to use the room and all the communal areas including the grounds and facilities provided for himself or herself and others in a reasonable manner and not so as to become a nuisance or give offence to other students, employees of the University or any other persons, abiding by the rules in the 'Handbook for Residents' or any other associated Accommodation Office regulations or documentation.
  - (iii) not to sell, dispose of, remove, damage or otherwise misappropriate any furniture, fixture or fitting, contained in the room and to deliver up the same at the end of this Licence, however terminated;
  - (iv) to keep the room and associated facilities clean and tidy and not to deface, damage or misuse the fabric or decor of the room or the block of which it forms a part nor any of the furniture fittings or fixtures in the bedrooms or communal parts of the block. The Student should note that the use of adhesives or similar materials (including blu tack) for the purpose of affixing items to the walls of the room or the communal areas is forbidden. A noticeboard is the only authorised place to position personal decoration.
  - (v) to allow access to the room for inspection and maintenance by University staff or by duly authorised officers of the University at any time, if in an emergency or if there is reasonable suspicion that there is an illegal activity taking place in the room or, at any reasonable time on prior notice being given.

- (vi) to refund to the University the cost of any malicious damage to (fair wear and tear excepted) or necessary unscheduled cleaning of the fabric, decor, furniture or fittings to his or her room and the appropriate proportion of cost of damages /cleaning of communal areas and communal fittings, furniture and fixtures (a matrix of costs is provided in the back of this Handbook as a guide of charges that may be raised.);
- (vii) to attend any individual, flat, block, hall or general meeting called by the Staff Wardens, Residential Advisors, Welcome Representatives, or any other member of staff from the Accommodation Office.
- (viii) to report to the Accommodation Office staff or Residential Advisor, as soon as reasonably practical and following university processes, all defects in a block, whether to the fabric, furniture, fixtures or fittings;
- (ix) not to move, deface or misuse any firefighting equipment and to recognise that all fire doors should be kept in the closed position and not be wedged open, defaced or obstructed in any way;
- (x) not to use in the room any electrical equipment without first gaining the approval of the Accommodation Manager or representative. Approval will not be given for kitchen appliances eg; refrigerators, freezers, toasters, kettles, grills, bbq's or fan heaters;
- (xi) to observe any instructions or requests, whether written or verbal, from authorised staff or agents of the University relating to Accommodation operations, the facilities, its cleaning and maintenance or the accommodation services being provided by the University;
- (xii) not to keep any animal(s), insect(s), bird(s), fish or reptile(s) in the room;
- (xiii) not to carry out any profession or trade from their room;
- (xiv) to participate fully in fire precautions and other safety measures, including fire evacuation practices and hall induction processes arranged by the University;
- (xv) not to park a car or similar transport on University property (except Graylingwell, Pinewood, Mainline, Bognor Road and St Christopher's). Non-compliance with this term will result in immediate. Students resident at Stockbridge Halls are not permitted to bring a car into the City due to planning constraints.
- (xvi) to carry an identification badge on his/her person whilst in or on any University grounds or premises and if requested, to show this identification to Security or other authorised staff;
- (xvi) not to discharge any fireworks; not to light any fire, barbeques or the like in or on any University grounds or premises;
- (xvii) not to possess or keep in Halls any offensive or dangerous weapon such as a knife, bb gun or firearm;
- (xviii) to act courteously to University staff and contractors
- (xix) not to store any bicycle, canoe or similar large item that would not normally be stored in an accommodation facility;
- (xx) to maintain the communal areas in a clean and hygienic manner;
- (xxi) not to leave food in the areas they are responsible, except specified storage areas.
- (xxii) to abide by all Health and Safety rules, regulations and policies related to the halls of residence or the University;
- (xxiii) not to distil/brew alcohol in University premises or on University land;
- (xxiv) not to possess, use or supply illegal drugs in University premises or on University property;
- (xxv) to abide by the Disciplinary Procedures and the Code of Conduct (available on the Accommodation Office website ([www.chi.ac.uk/student-life/accommodation](http://www.chi.ac.uk/student-life/accommodation))) and pay for damages caused to the premises or furniture within 28 days of receipt of invoice;
- (xxvi) to participate in personal and flat recycling of waste in line with the University recycling initiatives;
- (xxvii) comply with the Under 18s Policy (available to view on [www.chi.ac.uk/student-life/accommodation](http://www.chi.ac.uk/student-life/accommodation)) if applicable.

6. The University agrees, subject to the observance by the Student of the terms of this Licence:

- (i) to allow the Student access to and use of the bedroom together with its fixtures, fittings and furnishings for the period set out in the Licence;
- (ii) to allow the Student alone and other authorised students, access and use of the communal areas of the block and University for the term;
- (iii) to maintain the fabric of the room and fixtures, fittings and furnishings thereof and the fabric of the block together with its fixtures, fittings and furnishings in a habitable and safe condition;

- (iv) to maintain an adequate supply of electricity, heating, hot and cold water and other services normally provided in the blocks or rooms in accordance with published programmes; subject to section 7 of the Second Schedule of the licence;
  - (v) to clean the block (not house or flat) communal areas in accordance with the published programme posted in all halls.
  - (vi) operate and manage the facilities to the Accreditation Network UK (ANUK) Code of Practice.
7. It is further accepted that:
- (i) where the room is designated as a twin/shared room, the occupants shall accept the need to share facilities. The University undertakes to use its best endeavours to meet reasonable and proper preferences in deciding the occupancy of twin/shared rooms. If a twin/shared room becomes a single occupancy room through a student leaving the room rate will revert to single occupancy rate, unless, the vacancy can be filled with a suitable student, subject to approval from the Accommodation Office.
  - (ii) The University reserves the right to allocate an alternative room of similar type should building maintenance or student welfare reasons make this necessary. Failure to do so will result in the licence agreement becoming null or void.
  - (iii) The University will sympathetically view a request by the Student to move to a room other than that specified in the Licence but no undertaking is given by the University that such a request will be met. If the Student wishes to move to another room he or she should submit his or her request in writing to the Accommodation Officer, with reasons for the request. A £200 administration charge will be levied for moving rooms, if approved. This amount will cover the costs incurred such as deep clean of the room and administration fees.

## The Second Schedule

1. For students in catered accommodation the University shall provide a daily allowance which can be used at either Campus Restaurant each week day. Brunch is available during Reading Weeks, Saturdays and Sundays during the weeks specified in the Forth Schedule. No catering will be available during the Christmas and Easter breaks or on Bank Holidays. Any amount from the daily allowance not used will expire at the end of each day and cannot be rolled over. Some food items, such as confectionery, cannot be purchased using the daily allowance.
2. For students in catered accommodation there will be no rebate for any missed meals except in periods where there are exceptional circumstances for example if the student is admitted to hospital or absent on medical or compassionate grounds (This does not include meals missed due to placement periods). In these circumstances the student should apply in writing, in advance where this is possible, to the Deputy Director of Estate Management for authorisation of a rebate of the food charge element of the residence fee.
3. For students in catered accommodation students only have entitlement to the catering allowance for those periods detailed in Section I of the Second Schedule. During the remaining times, Students will be expected to provide their own meals.
4. The University's Estate Management staff or their agents may have access to the room at any time for urgent or requested maintenance purposes or at any reasonable time, on giving notice, for routine maintenance work.
5. The University may carry out maintenance work in the block or communal areas or their immediate vicinity at any reasonable time of day without notice unless the work involves interruption of services in which case a warning period will be given.
6. The University will ensure that any maintenance staff or contractors acting on their behalf shall have identity badges on display on their person. Wherever practical the Students of a particular hall will be notified of any intended maintenance or repair work.
7. No departure from normal or expected standards of repair or service shall give rise to a claim for any abatement of the charges set out in the Handbook unless such departure is of such duration or such significance that it would have given rise to a reduced charge had it existed at the commencement of the academic year. Any reduction in fees will be calculated as a portion of the total licence fee by the Residential Services Manager.

8. The University shall insure the fabric, fittings and furnishings of the room. The University will arrange a basic block insurance policy for the Student's personal effects and equipment. This policy may be upgraded by the Student for an additional fee.
9. The Student shall remove all personal effects and surrender the key to Accommodation Office staff at the end of the term, or upon termination of this Agreement by other means, before leaving. Failure to vacate the room by 3.00 p.m. on the last day of the Licence Agreement, however determined, will lead to an appropriate additional charge for extended occupancy being levied. If a student fails to return their keys they will be charged the full cost of a replacement key and lock (£125). (The replacement charge for key cards is £5).
10. Students will be required to complete an 'Inventory Check' at the end of their stay. Any damage, excessive wear and tear or additional cleaning will be invoiced after the inventory check and require immediate payment.
11. The expression 'at reasonable times' shall be interpreted as 'the normal working hours of the University' which are for the purpose of this Licence 8.00 a.m. to 6.00 p.m. on weekdays, excluding Bank Holidays and weekends.
12. The University shall not be liable to the Student nor shall the Student have any claim against the University in respect of any interruption of any Services to be provided by the University under this Licence by reason of mechanical or other defect or breakdown or frost or other inclement conditions or other unavoidable shortages of fuel, materials, water, labour or any other reason beyond the reasonable control of the University.

## **The Third Schedule**

1. The residence fees stipulated in the First Schedule (2) shall be due and payable by the dates given whether specifically demanded or not.
2. Nothing in the above shall prevent the University from entering into an agreement in writing with any student about the payment of fees by installment but any such variation will only be considered in cases of hardship.
3. A non-refundable booking fee, as stipulated in the First Schedule (2), shall be payable in advance of residence being taken up.
4. No refunds will be due if the student vacates the room for prolonged periods, even if the absence is course related. This includes a refund of the catering element of a licence 'package', if applicable.

## The Fourth and Fifth Schedule

### Instalment agreement plans for accommodation fees only 2018/19

#### Bishop Otter Campus

Hall Name	Licence Period	Total Amount	1 <sup>st</sup> Instalment (40%) Due *02/10/2018	2 <sup>nd</sup> Instalment (40%) Due *21/01/2019	3 <sup>rd</sup> Instalment (20%) Due *23/04/2019
Ashling Hall	37	£6045.06	£2418.02	£2418.02	£1209.01
Amberley Hall	37	£5249.93	£2099.97	£2099.97	£1049.99
Chilgrove Hall	37	£5249.93	£2099.97	£2099.97	£1049.99
Harting Hall	37	£5249.93	£2099.97	£2099.97	£1049.99
Duncton Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Fishbourne Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Hammond	37	£5698.00	£2279.20	£2279.20	£1139.60
Havenstoke Close	37	£4364.15	£1745.66	£1745.66	£872.83
Midhurst Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Loxwood Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Ifold Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Pinewood House	37	£3737.37	£1494.95	£1494.95	£747.47
Petworth Hall	37	£6239.31	£2495.72	£2495.72	£1247.86
Springfield 1-4	37	£5698.00	£2279.20	£2279.20	£1139.60
Springfield 5-6	37	£6045.06	£2418.02	£2418.02	£1209.01

#### Bognor Regis Campus

Hall Name	Licence Period	Total Amount	1 <sup>st</sup> Instalment (40%) Due *02/10/2018	2 <sup>nd</sup> Instalment (40%) Due *21/01/2019	3 <sup>rd</sup> Instalment (20%) Due *23/04/2019
Barbara Smith Halls	37	£6239.31	£2495.72	£2495.72	£1247.86
Barbara Smith Halls	40	£6745.20	£2698.08	£2698.08	£1349.04
Longbrook (single)	37	£5698.00	£2279.20	£2279.20	£1139.60
Longbrook (single)	40	£6160.00	£2464.00	£2464.00	£1232.00
Longbrook (twin)	37	£4928.77	£1971.51	£1971.51	£985.75
Longbrook (twin)	40	£5328.40	£2131.36	£2131.36	£1065.68
Charlotte House	40	£6161.00	£2464.00	£2464.00	£1232.00
Pavilion	40	£4718.00	£1887.20	£1887.20	£943.60

#### University Managed Properties

Hall Name	Licence Period	Total Amount	1 <sup>st</sup> Instalment (40%) Due *02/10/2018	2 <sup>nd</sup> Instalment (40%) Due *21/01/2019	3 <sup>rd</sup> Instalment (20%) Due *23/04/2019
Stockbridge	39	£5083.26	£2033.30	£2033.30	£1016.65
Stockbridge	51	£6647.34	£2658.94	£2658.94	£1329.46
Fishbourne Hall	39	£5083.26	£2033.30	£2033.30	£1016.65
Fishbourne Hall	51	£6647.34	£2658.94	£2658.94	£1329.46

\*Adventure Education and QTS Secondary PE's second and third instalment dates are 4<sup>th</sup> February 2019 and 23<sup>rd</sup> April 2019.

\* Institute of Education second instalment is due 14<sup>th</sup> January 2019.

\* If you are a returning student the first instalment is due 18<sup>th</sup> September 2018.

## Contract Dates 2018/19

### 1st Year Students

<b>Contract Length</b>	<b>Arrival Date</b>	<b>Departure Date</b>
37 weeks	23 <sup>rd</sup> September 2018	9 <sup>th</sup> June 2019
39 weeks	22 <sup>nd</sup> September 2018	22 <sup>nd</sup> June 2019
40 weeks	23 <sup>rd</sup> September 2018	30 <sup>th</sup> June 2019
51 weeks	22 <sup>nd</sup> September 2018	14 <sup>th</sup> September 2019

### Returning Students

<b>Contract Length</b>	<b>Arrival Date</b>	<b>Departure Date</b>
37 weeks	9 <sup>th</sup> September 2018	26 <sup>th</sup> May 2019
39 weeks	8 <sup>th</sup> September 2018	8 <sup>th</sup> June 2019
40 weeks	9 <sup>th</sup> September 2018	16 <sup>th</sup> June 2019
51 weeks	8 <sup>th</sup> September 2018	31 <sup>st</sup> August 2019

In addition to the Instalment Agreement, a non-refundable booking fee of £120 must be paid in advance of residence being taken up. This fee will secure your room but will not act as a damages deposit. Damages will be billed as they occur and must be paid for within 28 days. Students totally reliant on the Student Loan, or students entering University-owned accommodation after the start of the academic year, should speak to the University of Chichester Finance Staff on arrival to arrange a different payment profile.

Heating is provided in Amberley, Chilgrove and Harting Halls using pre-paid meter cards which are available from the Accommodation Office free of charge.

The instalments due do not represent a payment for an individual semester/term. The total amount due for accommodation is divided into three installments: 40% for the first installment, 40% for the second installment and 20% for the third installment to coincide with the student loans company maintenance loan payment dates, for ease of student budgeting purposes only.

Residential Advisors are required to occupy facilities from the first week in September, however the relevant 39/40 week payment schedule will be applied, dependent on the hall they are allocated. The relevant payment due dates are also applicable, dependent on the hall within which they reside.

Any student wishing to arrive early will be sent an additional invoice for the period up until the instalment agreement commences. This invoice will need to be paid before arrival in order that access to the room can be authorised.