

Accommodation Agreement

University Of Buckingham Student

THIS LICENCE creates legally binding obligations between Apollo Buckingham Health Science Campus Limited (ABHSC) and the individual resident 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 delegates 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 resident and ABHSC. The licence ends on the last day of the Period of Residence unless it is terminated earlier in accordance with clause 4.

Parties to this agreement

Resident Print Name: _____

Residence Block _____ Flat _____ Room _____

Booth Hall, Beswick Drive, Crewe, Cheshire, CW1 5NP

ABHSC Apollo Buckingham Health Science Campus Limited.

Periods of Residence

Start Date of the
Period of Residence DD/MM/YYYY: _____

Length period of
Residence: Initial Term 48 weeks (the Initial Maximum Term)

Definition of terms

Accommodation A Bedroom with ensuite shower room in a shared flat within the 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 deposit and accommodation fees for the Initial Term are **due from the student prior to arrival. The remaining fees are invoiced directly to the student as per schedule (issued on arrival)**

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
Accommodation Office	ABHSC staff, based in the reception area of Booth Hall

ABHSC agrees to grant the Rights to the Resident during the Periods of Residence on the conditions set out in this Contract which include regulations to ensure a safe and pleasant environment for all users.

1.0 Resident's Obligations

- 1.1 To be a current [University of Buckingham Student](#)
- 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, to 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 Resident or 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 Resident rooms, without prior notification, in the interest of the well-being and safety of both Resident 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 provided in writing from time to time or on displayed notices and to comply with the reasonable requests and directions of ABHSC's accommodation staff, which includes an obligation to produce the Resident'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 Resident'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 Resident'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 does not know who is responsible for the damage following a reasonable process of investigation, 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 Resident 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. Failure to comply is a contractual safety matter.
- 1.14 Not to misuse any fire safety equipment. Failure to comply is a contractual safety matter. Tampering with the fire alarms is a criminal offence. Covering up, or otherwise tampering with, the heat/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 contractual safety matter.
- 1.16 Not to prop open fire doors. Failure to comply is a contractual safety 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 from a Resident's room on sight, any item that could potentially cause harm.

CANDLES AND OTHER DEVICES PRODUCING A NAKED FLAME AND/OR SMOKE AND/OR

HEAT – Such items are absolutely prohibited in all Resident rooms and throughout all Resident 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 been 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 Resident'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 further legal action. 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. Mains electrical items: ABHSC may insist that the Resident takes the item to the maintenance department and have 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 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 further legal action.
- 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 further legal action. At all times the Resident 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
- 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 Resident becomes aware of damage to the Residence caused by an intruder, to report the incident to the Accommodation Office (01270 353118) or to Campus Security (01270 353112) 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 48hrs of taking up residence. If the Resident 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 Resident to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Resident 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 for ABHSC employees who may have to enter the accommodation.
- 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 by 12pm on the last day of the period of residence. If keys are not returned on time, there will be a charge of £50 per day for all Residents. 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 Resident and for routine cleaning on the designated days to give the Resident 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 Resident's occupation of the Accommodation more than is reasonably necessary.
- 2.4 Before the end of the first week of the Period of Residence to provide the Resident with information and advice on:
 - a. 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.
 - b. 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 misuse of fire precautions equipment.
 - c. How to get access to the Accommodation in the event of the Resident losing their keys.
 - d. Cleaning schedules and Residents' responsibilities for cleaning.
 - e. The respective roles and responsibilities of ABHSC and its resident Residents.
 - f. Health, welfare and guidance on communal living.
 - g. Where to get advice on financial difficulties.
 - h. Where to get counselling.
 - i. How to register with a local health service.
 - j. The management structure for the Residence and contact details of the key members of staff with out-of-hours emergency contact details.
 - k. Any special arrangements made to help with any disability the Resident may have disclosed to ABHSC.
- 2.6 To give a receipt to the Resident 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 safe-guarding staff are clearly identified, and that any staff or Contractors requiring access to the Accommodation or Common Parts, carry appropriate identification and allow the Resident to inspect this.
- 2.8 To maintain any kitchen facilities in the Common Parts serving the Accommodation in good order and repair and to 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 Resident 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 Resident 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 Resident's personal belongings are covered by ABHSC's insurance. The insurance is provided by cover4students.com and details can be obtained from the Accommodation Office.

3.3 The Resident 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 Residents 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 Resident's obligations in this Contract shall be treated as a breach of ABHSC's Regulations that are binding on all Residents from the point of registration.

3.6 ABHSC is entitled, at the Resident'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 Resident at the time it comes into effect. ABHSC will confirm any agreed variation to the Resident in writing at the time the variation is made.

3.10 ABHSC reserves the right to request that a Resident empty and vacate his/her room and move to another similar room if required to allow for essential maintenance purposes.

3.11 The Resident will be charged for missing or damaged items recorded on the room inventory at the commencement of the accommodation agreement. The Resident 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 Resident has cause to complain he/she must first of all do so in writing addressed to the ABHSC Accommodation Manager. If the matter is not dealt with to a satisfactory conclusion the Resident must then contact the CEO at ABHSC.

4.0 Termination of this Contract

4.1 Non-Arrivals – All confirmed bookings will be released 3 days after the expected residency start date 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 Resident if The Resident has not paid their accommodation fees. The Resident is in serious breach of any of the Resident's obligations. The Resident does not have the right to rent or reside in the UK. The behaviour of the

Resident constitutes a serious risk to him/herself or others, except where the reason is related to the Resident's health.

- 4.3 If the Resident wishes to be released early from their accommodation licence they must email the Accommodation Office with a detailed explanation. The Resident will then be asked to attend an interview with the Accommodation Officer. Residents will only be given permission if there are serious extenuating circumstances. If the request is granted by the Accommodation Officer the Resident 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. Residents should not enter into any other legally binding accommodation contracts before being granted permission to be released from their current contract.
- 4.4 The Resident may apply to the Accommodation Office to transfer to another room in the Residence and wait until a room has become available, unless exceptional circumstances apply. 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 Resident 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 Resident to comparable accommodation in exceptional circumstances. The Resident 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 Resident 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: ABHSC

Name	Signature
_____	_____

Apollo Buckingham Health Science Campus Limited. The Campus, Crewe
Green Road, Crewe, Cheshire, CW1 5DU

Name	Signature	Date
_____	_____	_____

The Resident : **University of Buckingham Student**