

# THE UNIVERSITY OF HULL STUDENT RESIDENCES CONDITIONS

## SESSION 2018/2019

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### 2. DEFINITIONS

**In these conditions,**

**Communal Areas** - means those parts of a Residence available for use by all students, such as hallways, kitchens, pantries, shared bathrooms, dining areas, lounges, learning spaces and toilets.

**Deposit** - means the sum not exceeding £250 paid by you at the time you applied for accommodation and not forming part of the Licence Fee

**Licence Fee** - means the fee for the Room and associated services payable by you for the Licence Period

**Licence Period** - means the length of the term of your residence as set out in your accommodation acceptance

**Residence** - means a Hall of Residence (Downs, Ferens, Grant, Lambert, Morgan, Nicholson and Reckitt), the Taylor Court flats, the Student Houses, The Courtyard, the new West Campus Residences.

**Room** - means a part of a Residence occupied by you as an individual.

**Student** - means you

**Members of Staff appointed by the University to ensure observance of this licence agreement, University Regulations and Pastoral care policy at a residence** – means the Head of Accommodation, Accommodation Office staff, Site Management Team, Residence Life Team

**Ancillary documents**, - means the following documents which form part of this agreement:- University Student Disciplinary Regulations from time to time, <http://beta.www.hull.ac.uk/Choose->

[Hull/Student-life/Accommodation/docs/Student-disciplinary-regulations.pdf](#), the Accommodation Handbook for the Residence within which your Room is situated, University Code of Student Conduct, University Accommodation Rules, Fee Contribution Form.

### **3. OCCUPANCY**

You are licensed to occupy a Room provided that you

- (i) remain a registered full-time student of the University,
- (ii) pay the Licence Fee; and
- (iii) comply with these conditions

The University may transfer you to a different Room:

- (i) in the event of operational efficiencies or, if the Room/Building becomes uninhabitable;
- (ii) if other circumstances in the reasonable opinion of the University require your transfer (such circumstances include breakdown of relationships as a result of anti-social behaviour, persistent breaches of your obligations under this licence agreement or the University's discipline regulations (including Accommodation code of Conduct))
- (iii) at your request and with the consent of the Head of Accommodation, Accommodation Office staff/Site Management Team or Residence Life Co-ordinator subject to availability.

The University may seek possession by terminating your occupation of the room and your use of the communal facilities:

- (i) if you are in persistent or serious breach of your obligations under this licence agreement or the University's discipline regulations. The University will use all lawful means to regain possession of the room.
- (ii) Your registration as a student at the University ceases.

You will be held liable for the full Licence Fee unless:

- (i) you have formally withdrawn from your course of study at the University and have given the Head of Accommodation appropriate (14 days) written notice of withdrawal before departure, in which case the University may at its sole discretion reimburse some or all of the Licence Fee.
- (ii) residence charges will continue to accrue until either formal notification has been received by the Accommodation Office of your withdrawal, and/or your key/key card has been returned (whichever is the latter), to the AskHU Desk, 2<sup>nd</sup> Floor, Student Central for the Student Houses, the Site Management Teams (or their nominated representative) at the Lawns Hall for Lawns/Ferens, The Courtyard, Taylor Court Flats and West Campus residences.
- (iii) you have found a full-time University of Hull student who is not currently resident in a University or University nominated Residence who is acceptable to the Head of Accommodation/University and wishes to occupy the Room for the remainder of the Licence Period, has accepted a residence contract and agrees to pay the remainder of the Licence Fee for this period. You may not sub-let the Room or allow it to be used by another in your absence. Residence charges will continue to accrue until the Accommodation Office is in receipt of a signed residence contract from the replacement

student, and your key, key/meal card has been returned to the AskHU Desk, 2<sup>nd</sup> Floor, Student Central for the Student Houses, the Site Management Team (or their representative) for The Courtyard, the Lawns/Ferens, Taylor Court and the West Campus residences.

#### **4. NOTICE PERIOD**

Following receipt of formal notification of your withdrawal from the University and your course of study by the Accommodation Office, and the return of your key/key card to the appropriate Site Management Teams (whichever is the latter) you will be held from that date to a 28 day Notice period during which time residence charges will continue to be charged.

#### **5. ACCESS TO ROOMS**

The University and those authorised by it may enter the Room:

- (i) at any time on reasonable notice (usually 24 hours) to clean wash hand basins/en-suites where these are found to be not maintained to an acceptable level of cleanliness by the resident (additional charges may be incurred), inspect room condition, to carry out any work reasonably required including cleaning, repairs, property/room viewings and inspections;
- (ii) without notice at any time to prevent suspected or confirmed criminal activity (including the use of Police search dogs), any other behaviour in breach of the licence, unauthorised occupation
- (iii) without warning in an emergency;
- (iv) to remove or retain anything which in the reasonable opinion of the University presents a risk to other students, staff and residents.

#### **6. VACATION PERIODS**

The University may use any Room outside the Licence Period for such purposes as it sees fit and you must remove your belongings and equipment during such periods. Advice on vacation storage is available from the site management staff/ Accommodation Office or AskHU Desk.

#### **7. LICENCE FEE AND OTHER CHARGES**

You agree to pay **the Licence Fee for the duration of the Licence Period.**

The Licence Fee is payable in accordance with the instructions set out in the Accommodation Fee contribution form, issued by the University.

The University holds the Deposit during the Licence Period as security for the performance of your obligations under this Licence and may use it as follows:

- (i) to cover the administrative cost of arranging alternative occupation of the room and lost income if you do not take up residence.
- (ii) to defray the cost of loss from, damage to or remedial cleaning of the Room, the Common Areas or University-owned items;
- (iii) to replace lost or non-returned key cards/key(s)

Your deposit will be repaid after the end of the Licence Period subject to any deductions made under this Licence. For session 2018/19, the deposit amount required will be £250. If you are a continuing student remaining in University accommodation this amount must be paid no later than 30 June 2018. Those continuing students currently living in the private sector moving across to University accommodation and all new first year applicants, will be required to pay the £250 deposit at point of application.

If any damage is caused to the Communal Areas during the Licence Period, you and all other occupants of the flat, house, corridor, landing area or Residence where the damage has occurred, will account to the University for the cost of remedying the damage, which will automatically be deducted from the deposit held or invoiced separately. You have a right of appeal in respect of the apportionment of the cost of the damage.

You will bear the cost of repairs or replacement of property or extra cleaning if, in the reasonable opinion of the University, they are necessary as a result of your deliberate or reckless breach of the terms of this Licence.

You will pay an administration charge of £50 if you sub-let the Room in breach of these conditions and the guest charges set out in ancillary documents will also apply.

You must open and maintain an account with a UK bank for the duration of the Licence Period and until such time as the University is able to refund the Deposit or any residues, if appropriate. You must inform the Student Financial Services Office of the account number.

## **8. OUR OBLIGATIONS**

- (i) We are to provide the accommodation to you unless prevented from doing so by forces beyond our control.
- (ii) We will carry out repairs within reasonable time limits.
- (iii) We will provide accommodation that is maintained to a reasonable standard and complies with Health & Safety regulations.

## **9. YOUR OBLIGATIONS**

### **General**

You must:

- (i) pay the Licence Fee, the Deposit, and other charges as set out in this Licence;
- (ii) keep the Room and its contents clean, tidy and leave them in such condition at the end of the Licence Period;
- (iii) on the day the Licence Period expires you must vacate the property by 09:00am. You must remove all personal belongings from your room and communal areas. The University of Hull accepts no responsibility for any items remaining in rooms or communal areas after the expiry of the Licence Period. If your room is not cleared, Hull University will arrange to have it cleared, arrange for the storage of your belongings with an external company and will re-charge the cost of this to you.
- (iv) not bring more equipment or luggage than can be reasonably stored within the Room;

- (v) keep the Communal Areas/Kitchen and equipment provided by the University clean and tidy at all times. Failure to do so may result in cleaning staff being employed to remedy the situation, in which case the costs will be charged to those responsible.
- (vi) not affix pictures or posters or anything else which may cause offence anywhere in the Residence. Not affix pictures or posters to walls, doors or other fixtures of the Room or Residence in a manner which causes damage to wallpaper, plasterwork, woodwork or furniture;
- (vii) not affix additional aerials, computer connection points, or satellite signal receiving dishes
- (viii) read and comply with any ancillary documents which form part of this agreement and which may be amended from time to time;
- (ix) not remove University property from the Residence.
- (x) refrain from doing anything which would damage or litter the grounds, gardens and pathways around the Residence.
- (xi) take out litter on a regular basis and place in bins provided.

## **Health and Safety**

You should at all times have regard for the health and safety of other residents/staff/visitors and must:

- (i) not interfere with fire notices, doors or equipment provided to detect or fight fire or interfere with or obstruct fire exits in the Residence;
- (ii) attend fire safety training and be familiar with the fire evacuation plan for the Residence;
- (iii) observe designated no-smoking areas;
- (iv) not use any unauthorised form of additional room heating or interfere with any electrical installation;
- (v) not use cooking equipment in your room
- (vi) not use more than one four-gang trailing socket from which no more than four appliances may be operated within the safe loading limit of the circuit;
- (vii) not bring or use another person to bring into the Residence any unlawful drugs including “legal highs”, or hazardous substance of any kind;
- (viii) not bring into the Residence additional heavy or bulky furniture, bicycles or anything which in the University's opinion is or may become a hazard;
- (ix) not use or light candles, oil burners or joss sticks in the Residence/Room/Communal Areas
- (x) not bring into the Residence any firearm, illegal knife, blades, club, sword or any weapon which may be hazardous to the health and safety of University staff and Students;
- (xi) be familiar with the fire escapes and Fire Regulations which are posted in the Room and Communal Areas and co-operate with the University in observing such Regulations, in particular by informing the Accommodation Office, Site Management team (or their representatives), or a member of the Residence Life team of any defects in fire equipment which pose a risk to health and safety;
- (xii) not keep animals of any description (seeing/hearing assisted dogs are permitted with prior notice);
- (xiii) take appropriate steps to ensure the security of the Residence and the Room at all times eg not leave any ground floor windows open when a room (including the kitchen) is unoccupied;
- (xiv) report any unauthorised persons to the appropriate University staff.

## **Conduct**

You must:

- (i) not restrict the freedom of others to work or rest without disturbance;
- (ii) not impede University staff in the performance of their duties;
- (iii) comply with instructions issued by the Head of Accommodation, Accommodation Office staff, Site Management team (or their representatives), Residence Life Team;
- (iv) behave in a respectful, considerate way toward, fellow residents, neighbours and staff;
- (v) ensure that there is no audible noise outside the Room from 11.00 pm until 7.00 am and if returning during those hours come in quietly. At all other times particularly during examination periods, you must ensure that noise is kept at a level which does not cause a disturbance to others;
- (vi) refrain from any behaviour which may be perceived as riotous or disorderly, or be considered as causing harassment, annoyance or nuisance to other residents on any basis and in particular on grounds of gender, nationality, race, religion, sexuality or disability;
- (vii) not at any time or in any place behave in a manner such as to bring the University into disrepute as set out in the Student/Accommodation Disciplinary Regulations;
- (ix) ensure that keys/swipe cards and/or electronic door lock codes issued for entrance/room doors of the Residence are kept secure and used only by you;
- (x) not wilfully or negligently deface, or damage the property of the University;
- (xi) not use any telephones or computer network services provided for any illegal or immoral purpose and comply with the Regulations for their use as set down by the University;
- (xii) abide by the University's Code of Student Conduct.

A breach of these obligations is a disciplinary offence which may be dealt with under either under the Student Regulations for the Discipline of Students or The Accommodation Discipline Regulations. The penalties available for a breach of your obligations are contained within those procedures: however depending on the nature of the breach these penalties could include a fine or termination of this Licence.

## **10. MEAL ENTITLEMENT CARDS**

Where the accommodation package includes the provision of certain meals, (details can be found on your residence contract which form part of these Terms and Conditions) this entitlement is not transferable to any other person. If you are unable to take up an evening meal due to academic commitments, your meal allowance of £2.70 may be used at any on-campus cafe with the exception of those managed or owned by the Student Union or located in Student Central.

## **11. ROOM VACANCIES – RE-LETTING**

Whilst every effort will be made when re-letting individual room vacancies to maintain the academic/course grouping within the property/Flat ie Nursing, Postgraduate or PGCE this cannot be guaranteed.

## **12. VISITORS AND OVERNIGHT GUESTS**

Visitors are only allowed between 7.00am and 11.00pm unless permission has been given for an overnight stay by the Accommodation Office/Site Management staff and Residence Life team. Any guests arriving who are not accompanied by the student may be refused entry into the property. Students are responsible for their guests at all times and liable for their actions whilst on site.

## **13. INSURANCE**

Details of the insurance cover provided can be viewed on the Accommodation Office Website [www.hull.ac.uk/accommodation](http://www.hull.ac.uk/accommodation). The University is not responsible for any damage or loss to your personal belongings or equipment unless such damage or loss is caused by the University's negligence.

## **14. HEALTH CARE**

You must register with a local General Medical Practitioner within 2 weeks of taking up residence.

## **15. YOUR DATA**

You agree and consent to the University processing your personal data in accordance with the University's Privacy Policy and this Licence. A copy of the Privacy Policy as in place from time to time, the current version of which is available at:-

<http://www2.hull.ac.uk/student/studenthandbook/regulations/dataprotection.aspx>

To provide you with the Room and to enable the running of the Residence the University and its service providers may need to process the following information about you:

- (i) Name
- (ii) Address
- (iii) Contact Details
- (iv) Identification documents
- (v) Any accessibility requirements you have which may include details of relevant disabilities

The University may share this information with UPP (Hull) Limited and UPP Residential Services Limited for the purposes of providing you with the Licence and services at the Residence.

## **16. TERMINATION**

This Licence may only be terminated if:

- (i) you formally withdraw from your course of study at the University

- (ii) you find an approved replacement who has signed a residence contract with the University to take over your place and has agreed to pay the residence fees due for the remainder of the contract period.
- (iii) the University is in serious breach of its obligations under this Licence and has failed to Remedy that breach within a reasonable time.

The University may terminate this Licence if:

- (i) you fail to take up occupation of the room by 09:00 on Tuesday 18 September 2018
- (ii) you are in serious breach of the terms of this Licence, the Regulations for the discipline of Students, or the Accommodation Code of Conduct
- (iii) you fail to pay when due all or any part of the Licence Fee or other fees due to the University under this or any previous licence agreement;
- (iv) you fail to register as a full-time student at the University within 15 working days of taking up residence;
- (v) you are no longer enrolled as a full-time student at the University;
- (vi) in exceptional circumstances arising after the creation of this Licence, with the approval of the Head of Accommodation.

If the University terminates your licence it will normally give you 28 days' notice of this intention. At the end of the 28 days you must leave the Residence, otherwise the University will use all lawful means to remove you.

## **17. END OF LICENCE PERIOD**

The Residence will close at the end of the Licence Period stated on your residence contract. You must vacate the Room by 09:00am on the final day of the Licence Period and remove all your personal belongings, including motor vehicles. The University accepts no responsibility for items left at the end of the Licence Period.