

THE UNIVERSITY OF HULL LICENCE TO OCCUPY TERMS AND CONDITIONS

SESSION 2022 / 2023

1. OCCUPANCY

- 1.1 You are licensed to occupy the Room provided that you:
- a) Remain a registered full-time student of the University and your status shows as enrolled,
 - b) Pay the Licence Fee; and
 - c) Comply with the terms of these conditions and the Ancillary Documents which forms part of this licence (see glossary of terms at the end for further information).
- 1.2 You are the only person authorised to occupy the Room.
- 1.3 You will not be permitted to transfer your rights under this licence or sub-let the Room or any part of the Residence, or permit or allow any other person(s) to occupy or share occupation of the Room. Any such action will be classed as a material breach of this licence and may constitute breach of one or more of the Ancillary Documents.
- 1.4 Unless prior arrangements have been made with Accommodation Services, you are required to occupy your room by the end of the University Induction Week. Failure to do so will result in you being held to contract until the room has been re-let
- 1.5 This is a legally binding contract and grants you a personal right to occupy the Room under the terms of this licence. You have no legal interest in the Room or Residence and this licence does not create a tenancy and is excluded from the security of tenure regimes of the Housing Acts.

2. INDUCTION

- 2.1 You agree to complete the on-line Student Accommodation Induction prior to taking up occupancy of the Room, you will receive a link to the induction via email. In the event you fail to do so, you will be provided with a further 24 hours to complete it. If it remains uncompleted or unsuccessfully completed, action may be taken under the Accommodation Misconduct Procedure and this licence may be suspended (see section 13).

3. ROOM CONDITION

- 3.1 You are required to check the condition of your Room and ensure there is no pre-existing damage on your arrival. In the event any damage is noted you must notify us of this as follows:
- 3.1.1 If you reside at The Courtyard you will receive a link via email asking you to confirm you accept the condition of the Room. In the event you are not satisfied with the condition of the room you must notify the Courtyard reception within 48 hours of your arrival.
 - 3.1.2 If you reside at Westfield Court or Taylor Court, you must download the UPP app to a mobile device (available at <https://apps.apple.com/us/app/home-at-halls/id1451621833> or,

https://play.google.com/store/apps/details?id=com.upp.app&hl=en_US) and visit the inventory section to accept the condition of the Room or to notify of any such damage within 48 hours of your arrival.

3.2 You are required to keep the Room and the Communal Areas in good condition and to an acceptable level of cleanliness.

4. LICENCE FEES

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

4.2 The Licence Fee is payable in accordance with the instructions set out in the 'My Finance' section of the 'My Hull' portal, which can be accessed here:

https://evision.hull.ac.uk/urd/sits.urd/run/siw_lgn

4.3 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 the Accommodation Hub have received formal notification of this from the University, following which you will be held to a 28 day notice to terminate period. In exceptional circumstances the University may at its sole discretion reimburse some or all of the Licence Fee.

(ii) You have formally requested a period of intercalation, or your studies have been suspended at the University, either by you, or the University, for a period of more than 1 calendar month and the Accommodation Hub have received formal notification of this from the University, following which you may be held to a 28 day notice terminate period. In exceptional circumstances the University may at its sole discretion reimburse some or all of the Licence Fee.

(iii) You have found a full-time University Student who is not currently resident in a University or University partner or nominated Residence who is acceptable to the Accommodation Hub/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 the Licence Period. You may not sub-let the Room or allow it to be used by another in your absence.

4.4 In the circumstances described in paragraph 4.3(i) and (ii) the Licence Fee and other charges (where applicable) will continue to accrue until either the formal 28 day notification period has ended, and/or your key/key card has been returned (whichever is the latter), to the Site Management Teams (or their nominated representative) at:

The Courtyard – Courtyard Reception Point

Westfield Court and Taylor Court – Westfield Court Reception Point

4.5 In the circumstances described in paragraph 4.3(iii) the Licence Fee and other charges (where applicable) will continue to accrue until the Accommodation Hub is in receipt of a signed Residence contract from the replacement Student, and your key has been returned to the Site Management Teams (or their nominated representative) at:

The Courtyard – Courtyard Reception Point

Taylor Court and Westfield Court – Westfield Court Reception Point

5. OTHER CHARGES

- 5.1 If during the Licence Period any damage is caused and/or additional cleaning is required to the Room or Communal Areas, you and all other occupants of the flat, house, corridor, landing area or Residence where the damage/additional cleaning has occurred, will account to the University for the cost of remedying the damage. The cost will be recharged to you if the University reasonably believes you have caused/contributed to the damage/additional cleaning. You have a right to request a review or appeal (as applicable) in respect of the apportionment of the cost of the damage, further details of this can be found in the Accommodation Misconduct Procedure (see Ancillary Documents).
- 5.2 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, negligent, accidental or reckless breach of the terms of this Licence.
- 5.3 If you fail to return keys to the Room (or to any other locked source which you have obtained as a result of occupation of the Room) within three working days of a Room transfer and/or on the final day of your notice period, we may change the locks and make a charge equivalent to the actual cost in replacing the keys/locks and re-charge it to you.

6. INSURANCE

- 6.1 During the Licence Period we will insure the Residence against fire and other risks which we reasonably consider necessary. Details of the insurance cover provided can be viewed on the Accommodation Website 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.

7. ROOM TRANSFERS

- 7.1 The University may transfer you to a different Room (which may be in a different Residence):
- i. In the event of operational efficiencies or, if the Room or Residence (full or part) becomes uninhabitable;
 - ii. If other circumstances in the reasonable opinion of the University require your transfer (such circumstances include breakdown of relationships, anti-social behaviour, breaches of your obligations under this licence and/or the Ancillary Documents);
 - iii. At your request and with the consent of the Accommodation Hub/Site Management Team or Student Life Manager subject to Room availability. In this event you will be liable to pay the Licence Fee associated with the new Room from the date of occupation of the new Room and Licence Fees for the former Room up to the date you leave the former Room. A fee of £25 will also apply.
 - iv. If you don't have a mobility disability but are occupying a mobility adapted Room and a Student with a mobility disability needs use of the Room. In this event you will be moved to a Room of an equivalent or enhanced standard. Where the Licence Fee for the new Room is higher than the former Room, the University will pay the difference.

8. ACCESS TO ROOMS

8.1 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 you (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, and/or any suspected or confirmed breach of the licence and or Ancillary Documents. We retain the right to use all lawful means necessary to prevent the use of controlled substances and to maintain a safe environment;
- (iii) Without notice in an emergency;
- (iv) Without notice to remove or retain anything which in the reasonable opinion of the University presents a risk to you, other residents, visitors, other Students, and staff;
- (v) Without notice where we have reasonable concerns for your welfare.

9. OUR OBLIGATIONS

9.1 We will maintain the structure of the Residence and keep the Residence and Communal Areas in reasonable repair and fit for use and compliant with Health and Safety Regulations.

9.2 We will ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating are kept safe and in working order.

9.3 We will carry out repairs within reasonable time limits:

If you reside at The Courtyard the service level agreement detailing the repair categories and response times for such categories can be found here: <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/maintenance-service-level-agreement-courtyard-2020-21.pdf>

If you reside at Westfield Court or Taylor Court the service level agreement detailing the repair categories and response times for such categories can be found here <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/upp-maintenance-service-level-agreement-westfield-and-taylor-court-2020-21.pdf>

9.4 We will keep the Communal Areas of the Residence clean and tidy.

9.5 We will provide pastoral support via the Student Life Team and Student Support Services.

9.6 Where you inform us of any medical condition and/or disability, we shall make reasonable adjustment(s) to your Room. Where this is not possible every effort will

be made to transfer you to a suitable alternative Room. Such reasonable adjustment/Room transfer may be subject to an occupational health assessment, to ensure that the adjustment/transfer will meet your needs.

10. YOUR OBLIGATIONS

GENERAL

- 10.1 You must comply with these conditions and those set out in the Ancillary Documents. Any breach of the Category B and C rules outlined in Accommodation Rules (see Ancillary Documents) will be treated as a disciplinary offence which may be dealt with under the Accommodation Misconduct Procedure and/or the Student Disciplinary Regulations (see Ancillary Documents).
- 10.2 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, leaving the Room free from damage and in a clean and tidy condition. In the event any damage and/or cleaning is required the cost of this will be recharged to you. The University accepts no responsibility for items left in the Room or Communal Areas at the end of the Licence Period and will arrange disposal of any items not collected within 2 working days of the end of the Licence Period, the cost of removal and disposal of such items will be recharged to you. You have a right to request a review of any re-charges incurred.
- 10.3 You must not put anything harmful or which is likely to cause a blockage in any pipes or drains.

HEALTH AND SAFETY

- 10.4 You must report to the Residence reception, any accident causing injury which you are involved in or, any accident that could have resulted in injury.
- 10.5 You must notify studentmisconduct@hull.ac.uk if you are subject to any bail conditions that relates to or affects the Residence or residents.
- 10.6 You must register with a local general medical practitioner (a GP) within 2 weeks of taking up Residence.
- 10.7 You must inform the Student Life Team and your GP immediately if you are diagnosed with or have been in contact with an infectious or contagious disease e.g. meningitis.
- 10.8 To report to the University's Security Team promptly any fire or accident resulting in injury or damage to any part of the Residence or to the contents. Security can be contacted on 01482 466868 or 01482 465555 in an emergency, alternatively you can attend the relevant reception point as follows:

The Courtyard – Courtyard Reception Point

Westfield Court and Taylor Court – Westfield Court Reception Point

- 10.9 You are not permitted to bring into the Residence refrigerators and/or freezers other than for a medical requirement. Permission must be obtained from us in advance and such request must be supported by medical evidence. Permission is

not automatically given. Where permission is given, only a small table top fridge and/or freezer is allowed.

11. VISITORS

- 11.1 You are responsible for the behaviour of your visitors and any breach of the Category B and C rules outlined in Accommodation Rules (see Ancillary Documents) by them may result in action being taken against you under the Accommodation Misconduct Procedure (see Ancillary Documents).
- 11.2 You agree that we may remove or exclude your visitors from the Room or Residence where we have reasonable grounds to believe that this is necessary for the safety and/or wellbeing of others.
- 11.3 Any guests arriving who are not accompanied by you may be refused entry into the Residence. You are responsible for your guests at all times and liable for their actions whilst on site.

12. YOUR DATA

- 12.1 You agree and consent to the University processing your personal data in accordance with the University's Data Protection Policy (which may be amended from time to time) and this licence. A copy of current version is available at: <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/data-protection-policy.pdf>
- 12.2 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
- 12.3 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 Westfield Court and Taylor Court.

13. SUSPENSION OF THE LICENCE

- 13.1 We reserve the right to temporarily suspend this licence and require you to vacate your Room immediately in the event of:
 - (i) A serious breach and/or persistent breach of these conditions or the Ancillary Documents by you and/or your visitors;
 - (ii) You have any criminal proceedings or injunctions against you which prevent you from accessing residential accommodation or those in it;

- (iii) You present a risk or threat to the health, safety and/or wellbeing of yourself or other residents, University staff and/or any other person;
- (iv) If, after 24 hours of taking up occupancy of the Room you fail to successfully complete the Accommodation Induction or vital elements of it (in the University's sole opinion) such as those relating to fire safety and the Accommodation Rules.

13.2 Suspension of the licence will be a neutral act which is not intended to prejudice the outcome of any criminal investigation and/or investigation by us.

13.3 Any decision to suspend the licence will be made by us acting reasonably and taking into consideration the nature of the concern and the impact on others.

13.4 Such suspension shall continue for as long as we reasonably determine it to be necessary.

13.5 For the duration of the suspension we shall be under no obligation to provide you with alternative accommodation.

13.6 Following suspension of the licence you will not be permitted to return to accommodation until you receive written notice of this from us.

13.7 If we exercise our right to suspend this licence, this does not limit our right to transfer you to another Room and/or terminate the licence.

13.8 You will not be charged any Licence Fees during the suspension period.

13.9 In the event this licence is suspended, you have the right to request a review of this decision, further details of the review process are detailed within the Accommodation Misconduct Procedure.

14. TERMINATION BY YOU

14.1 This licence may only be terminated by you if:

- (i) You formally withdraw from your course of study at the University.
- (ii) You find an approved replacement who has signed a Licence to Occupy with the University to take over your place and has agreed to pay the Licence 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.

15. TERMINATION BY US

15.1 This licence **may only** be terminated by us if:

- (i) You are in serious breach of the terms of these conditions and/or the Ancillary Documents;

- (ii) 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 or agreement;
- (iii) If you are made bankrupt;
- (iv) You fail to register as a full-time Student at the University within 10 working days of taking up Residence;
- (v) Following receipt of formal notification of your withdrawal from the University and your course of study;
- (vi) Following receipt of formal notification from the University that you have intercalated or your studies have been suspended at the University, either by you, or the University, for a period of more than 1 calendar month;
- (vii) If we reasonably consider for any reason (including but not limited to; an infestation by insects or an outbreak of an infectious disease, persistently caused by you as a result of any act or omission) that, to protect your well-being or the well-being of others or to prevent damage to the Residence or property, it is necessary to remove you from the accommodation;
- (viii) If you have failed to declare any information at the time of application or subsequent to your application, which might reasonably have affected our decision offer or continue to provide accommodation to you;

15.2 In the above circumstances the Accommodation Hub will terminate your licence by issuing you with 28 days' written notice of this intention, during this time the Licence Fee will continue to accrue. At the end of the 28 days you must leave the Residence, otherwise the University will use all lawful means to remove you.

16. COMPLAINTS

16.1 If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this licence you can refer to the Accommodation Services Complaints Procedure.

GLOSSARY OF TERMS

Ancillary Documents - means the following documents which form part of this licence (note that these documents may change from time to time and some of the below links may take you to a previous version as an example document, with versions specific to your academic year becoming available on the website closer to the time):

Accommodation Rules - <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/accommodation-rules.pdf>

Accommodation Misconduct Procedure - <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/accommodation-misconduct-procedure-v2-effective-from-01.09.18.pdf>

Accommodation Services Complaints Procedure - <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/accommodation-services-complaints-procedure-version-2-effective-01.09.2019.pdf>

Code of Student Conduct - <https://www.hull.ac.uk/editor-assets/docs/code-of-student-conduct-1.pdf>

Student Disciplinary Regulations - <https://www.hull.ac.uk/editor-assets/docs/2017-06-14-Student-Disciplinary-Regulations-Approved-by-Senate-2017-06-14.pdf>

Student Living Guide <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/student-living-guide-2019-20.pdf>

Courtyard Handbook

UPP Sites Handbook <https://www.hull.ac.uk/choose-hull/student-life/accommodation/docs/westfield-and-taylor-court-handbook-jan-2019.pdf>

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.

Licence Fee - means the fee for the Room and associated services payable by you for the Licence Period. The amount as confirmed by email as part of accepting this licence.

Licence Period - means the length of the term of your occupancy of the Room. The duration as confirmed by email as part of accepting this licence.

Residence - means Westfield Court, The Courtyard or Taylor Court. The specific Residence as confirmed by email as part of accepting this licence.

Room - means a part of a Residence occupied by you as an individual. The specific Room as confirmed by email as part of accepting this licence.

Student, you and your - means you

University, us and our - means the University of Hull

UPP - means University Partnerships Programme (UPP) Residential Services which is an external provider of on-campus residential and academic accommodation