



**STANDARD TERMS AND CONDITIONS  
FOR OCCUPYING STUDENT ACCOMMODATION**

**UNIVERSITY PARTNERSHIPS PROGRAMME  
STANDARD TERMS AND CONDITIONS  
FOR OCCUPYING STUDENT ACCOMMODATION**

**1 Definitions and interpretation**

1.1 In these standard terms and conditions, the words in the column on the left have the meanings given in the column on the right. You will know when a word with a special meaning has been used, because it will have an initial capital letter, even if it appears in the middle of a sentence.

<b>Contents</b>	Any items that We provide for Your use in the Room or in the Shared Areas. The Contents will be listed on an inventory which We will provide to You at the start of the Licence Period.
<b>Damage</b>	Damage, loss, theft, breakage, dismantling, causing malfunction, excessive wear, failure to keep reasonably clean, alterations to the décor or fabric of any part of the Residence, any deterioration during the Licence Period other than fair wear and tear and any items missing from the inventory.
<b>Deposit</b>	The deposit specified in the Student Residence Agreement, which may be used in accordance with clause 4 of these terms and conditions.
<b>Fees</b>	The fees which You agree to pay to Us for your use of the Room, as specified in the Student Residence Agreement.
<b>Keys</b>	Includes keys, security passes, access cards, key fobs, entry codes and any other means of gaining access to locked premises.
<b>Licence Period</b>	The period of time that We will permit You to live in the Room, as specified in the Student Residence Agreement. The Licence Period may end sooner than specified in the Student Residence Agreement if it is terminated in accordance with these terms and conditions.
<b>Manager</b>	The member of Our staff at the Residence with responsibility for the Residence.
<b>Student Residence Agreement</b>	The offer of accommodation available for You to view when You log in to Our accommodation website
<b>Residence</b>	The residence named in Our Student Residence Agreement to You. References to the Residence in these terms and conditions include the Room and the Shared Areas.

- Room** The room in the Residence which We will allow You to occupy (on these terms and conditions) if You have accepted the Student Residence Agreement. The Student Residence Agreement sets out the type of room which You will have, but We do not guarantee that You will have the same room number throughout the Licence Period.
- Shared Areas** The parts of the Residence which are for the shared use of some or all of the occupiers of the Residence. They include bathrooms, kitchens, living rooms, corridors, staircases, lifts, common rooms, laundry rooms, bin stores, outdoor areas and all other parts of the Residence which are not designated for occupation by a student or restricted to staff use.
- You** The student named in the Student Residence Agreement, and **Your** has the corresponding meaning.
- We** UPP (Broadgate Park) Limited (Company Number 04647260) whose registered office is at 40 Gracechurch Street, London, EC3V 0BT, and **Us** and **Our** have corresponding meanings. We may delegate our obligations in this agreement to someone else (for example, We may ask a plumbing contractor to fix a leak) rather than doing it Ourselves. Where appropriate, 'We', 'Us' and 'Our' include people authorised by us.
- Writing** Includes letters, faxes and emails but does not include text messages or posts on social networking sites.
- 1.2 VAT is not included in any of the prices shown in these terms and conditions. Fees are not liable to VAT, but other charges may be. VAT will be added to those charges at the applicable rate.
- 1.3 If these terms and conditions describe something in the plural (for example "Keys") this may include any one Key. If these terms and conditions describe something in the singular (for example "Key") this may include one or more Keys.
- 1.4 Whenever We are entitled to pass on to You the costs that We incur because You have not complied with these terms and conditions, We may also charge You a reasonable administration charge. The administration charge will be 10% of the cost that We have incurred, with a minimum charge of £25. In some cases, for example, room transfers, a flat fee applies. The applicable fee is specified in the relevant section of these terms and conditions.
- 1.5 Notices of a formal nature (such as asking for permission or bringing the agreement to an end before the Licence Period has expired) should always be given in Writing, otherwise it may be difficult to prove whether a notice was sent or received.

## **2**        **Agreement**

2.1        The agreement between You and Us consists of several parts:

the Student Residence Agreement;  
these terms and conditions and any subsequent issued amendments;  
Our regulations for security, fire, health and safety;  
the terms of Our block insurance policy;  
inventory of the Room, Shared Areas and Contents;  
payment terms (stated in your online Student Residence Agreement);  
policies referred to in these terms and conditions are also in;  
Induction and arrival information  
moving-out checklist

Further information on the above underlined parts of the agreement are available in the Documents area of Our website;  
<http://uppbroadgatepark.com/documents.php>

2.2        The agreement between You and Us becomes binding when You click ACCEPT OFFER at the end of the on-line process for accepting the Student Residence Agreement.

2.3        The agreement will last until the end of the Licence Period, unless You or We terminate it earlier, as allowed by these terms and conditions. If the agreement ends before the Licence Period expires, You or We may still be entitled to claim if You or We failed to comply with the agreement before it ended.

2.4        Once the agreement between You and Us becomes binding:

2.4.1        We will allow You to use the Room and its Contents and (jointly with other students) the Shared Areas and their Contents;

2.4.2        You and We agree that these terms and conditions will apply; and

2.4.3        You agree to comply with Your obligations and We agree to comply with Our obligations in these terms and conditions, any subsequent issued amendments, and under the laws of England.

## **3**        **Payments**

3.1        You must pay the Deposit in GB pounds sterling with the first instalment date by the date specified. For further details of payment methods, please refer to the University's payment terms.

3.2        You must pay the Fees for the full Licence Period (if You move out and a suitable replacement moves in, a refund may be issued – see clause 15.11).

3.3        You may pay in the instalments and on the dates set out in the Student Residence Agreement, or You may pay the Fees in full by the first instalment date.

- 3.4 If You do not pay any instalment by the date payment is due:
- 3.5.1 We may charge You interest on the overdue amount (at 4% per year);
  - 3.5.2 We may charge You an administration fee of £40;
  - 3.5.3 We may bring legal proceedings against You for debt and/or eviction;
  - 3.5.4 We will ask the court to order You to pay our legal fees and expenses.
- 3.5 We will not give You the Keys for the Room until receipt of the Deposit and the first instalment of Fees is confirmed.
- 3.6 You agree to pay any VAT which We charge You, as long as We have charged You correctly.
- 3.7 You must pay any Council Tax which becomes due if You are not entitled to Council Tax exemption. If We incur any charges because You are not entitled to Council Tax exemption, You must pay those charges to Us.
- 3.8 You must promptly pay any other amounts that are properly due under these terms and conditions. If You do not comply with these terms and conditions, and We have to enforce them, You agree to pay the charges which We reasonably incur. This includes fees for professional advice, court fees, bailiff's fees, a reasonable charge for Our own time and any out-of-pocket expenses.
- 3.9 We are giving you notice that we assign the right to recover the Fees detailed in this Student Residence Agreement to the University of Nottingham. This means that the University of Nottingham will be legally able to require payment of the Fees and any debt owed to the Us including under clause 15.11.2, below, together with Our remedies set out in paragraphs 3.4, above. The University may also appoint a debt recovery agent who may pursue you for payment of the Fees if you fail to pay in accordance with these Terms and Conditions. The University may charge you any additional costs reasonably incurred by the agent in recovering the Fees set out at 3.8, above. This does not transfer any obligation to provide the Residence. The University does not act for us in providing the Residence and all responsibilities in providing the Residence remain at all times with Us.
- 3.10 The following facilities are included in the Fees:
- Central heating and water heating
  - Lighting and electric power
  - Water and drainage
  - Buildings insurance
  - Basic personal possessions insurance (see clause 11)
  - Cleaning and maintenance of the Shared Areas
  - External and structural repairs
  - Internet service (see clause 3.12)
- 3.11 The following facilities are NOT included in the Fees:
- Television licence
  - Telephone

- 3.12 Internet service to the Room is provided by The Nominated Provider and is subject to the relevant terms and conditions of. **We may suspend internet access if You fail to comply with those terms and conditions.** If You have any questions or complaints about the internet service, You should raise these with Residence main reception in the first instance, and they will either raise it with the Provider or tell You how to do so.

#### **4 Deposit**

- 4.1 Your deposit will be held in an account which is specifically for deposits, and We will not keep deposits in the same account as Our own money.
- 4.2 We will hold the Deposit as security, in case You do not comply with Your obligations in the agreement We have with You. We may use the Deposit to compensate for:
- 4.2.1 Fees or other charges due under the agreement if You have not paid them;
  - 4.2.2 Cleaning;
  - 4.2.3 Repairing Damage (including contributions to the Shared Areas);
  - 4.2.4 Replacing damaged or missing items, including Keys;
  - 4.2.5 Your failure in any way to comply with these terms and conditions.
- 4.3 We will normally only claim against Your Deposit if You are at fault. Sometimes, if there is a problem in the Shared Areas and We cannot find out who is at fault, We will claim a proportion of the total cost against the Deposits of all the people who have access to those Shared Areas. We will not claim against Your Deposit for problems caused by insured risks, fair wear and tear, or intruders, unless Your actions or negligence were a contributing factor.
- 4.4 We will not pay You interest on the Deposit.
- 4.5 We may use the Deposit to pay any money You owe during the Licence Period. If the Deposit is used during the Licence Period, We may ask You to top up the Deposit, or pay a new Deposit.
- 4.6 You will not have an assured shorthold tenancy of the Room and therefore Your Deposit will not be protected in an authorised tenancy deposit protection scheme.

#### **5 Moving in**

- 5.1 Provided You have paid the Deposit and the first instalment of Fees, you will be able to move in to the Room at 08.00 hours on the first day of the Licence Period. Arrival instructions will be made available shortly before the Licence Period starts.
- 5.2 Restrictions on parking apply. Please see clause 14 of these terms and conditions.

- 5.3 On occasions, a room might not be ready to occupy at the start of the Licence Period. If that happens in Your case, We will provide You with reasonably suitable alternative accommodation until the Room is ready for You. If the replacement room is of a higher grade, We will only charge You the Fees You agreed to pay for the Room. If the replacement room is of a lower grade, We will charge You the rate applicable to the replacement room.
- 5.4 We will refund your reasonable moving expenses when the Room is ready for You.
- 5.5 As long as the alternative accommodation is of similar quality to the Room, You must accept the substitution. If We cannot offer you a reasonably suitable alternative accommodation, You may terminate this licence by giving us notice in Writing. If You do that, any money paid will be refunded.

## **6 Who may use the Room, privacy and access**

- 6.1 Our agreement is with You, and only You may live in the Room.
- 6.2 You may have a maximum of one overnight guest, for one night in any consecutive seven nights. You must complete a guest form (at the Residence's main reception) so that We know whether there are additional people on site in the event of a fire or other emergency.
- 6.3 You may have one guest in the Room at any other time. All guests must be signed in when they come to the Residence and signed out when they leave. This is an important health and safety procedure. Your guest must leave the Residence by 23:00 hours, unless they have been signed in at main reception as an overnight guest.
- 6.4 You must not sub-let the Room, transfer Your licence to anyone else, or allow anyone to live with You in the Room. You must not allow anyone to stay overnight in the Room if You are not there.
- 6.5 You may only have people under the age of 18 to stay overnight if You occupy a two-bedroomed flat and if We have given You permission in Writing.
- 6.6 You must not duplicate Keys or give or lend Your Keys to someone else.
- 6.7 You are not allowed to have parties or meetings in the Room.
- 6.8 You are liable for the actions or omissions of your visitors. For example, if your guest causes damage or a nuisance, We will pass any charges or claims for compensation on to You. If, in the Manager's reasonable opinion, Your guests are causing damage, nuisance or annoyance (or have done so on an earlier occasion) the Manager may require Your guest to leave the Residence.
- 6.9 We (or our contractors) are entitled to come into the Room for the following purposes:
- 6.9.1 to check on Your welfare, if We are concerned about You;
- 6.9.2 to show the Room to prospective occupiers;

- 6.9.3 to carry out inspection, testing, maintenance and/or repair;
- 6.9.4 to ensure You are meeting Your obligations;
- 6.9.5 to carry out Your obligations if You fail to do so;
- 6.9.6 any reasonable purpose connected with Your occupation of the Room.
- 6.10 We will normally check the Room at least three times during the Letting Period, but You must allow us to check it more often if it is reasonable for Us to do so.
- 6.11 We aim to give You advance notice before entering the Room, but You must allow Us into the Room even if We do not give You warning. You can normally expect to receive the following advance notice:

<b>Purpose of access</b>	<b>Advance notice</b>
Emergency (flood, fire, serious concern for Your wellbeing, serious health and safety issues etc)	None
Repair or maintenance requested by You	None
Viewings and inspections	24 hours
Planned and routine maintenance	7 days

- 6.12 Notice may be displayed at the Residence, and We will not always give each resident an individual notice. As long as We have given any applicable notice, You agree that We may enter the Room using a master key if You are not present at the time of the visit. We will not normally need access before 08.00 hours or after 20.00 hours.
- 6.13 Further details of Our [access policy](#) can be viewed in the Documents area of our website.

## **7 Your use of the Room**

- 7.1 You may only use the Room as a study-bedroom.
- 7.2 You must not use any part of the Residence for trade or business purposes, or for any purpose likely to attract casual callers.
- 7.3 You must not use any part of the Residence for illegal purposes, or for purposes which is widely believed to be immoral.
- 7.4 You must not use any part of the Residence in a way which is a nuisance or inconvenience to other people. The following is a list of things which other people would be likely to complain about:

- Noise and/or lighting from radios, TVs, sound systems, computers etc
- Noise from musical instruments
- Any noise between 22.00 hours and 08.00 hours



Loud conversation (especially at night)  
Running baths, having showers or using equipment at night  
Bullying, victimisation or harassment  
Strong cooking or food smells  
Posters (especially if politically or sexually extreme)  
Having too many visitors  
Not clearing up after Yourself in the Shared Areas  
Smoking

- 7.5 You may not have any animal in Your Room, unless the animal is trained and reasonably necessary to help with a disability which You (or Your visitor) have. "Animal" includes birds, fish, insects, reptiles and other forms of animate life.
- 7.6 You must notify us in advance (in Writing if possible) if You intend to have an assistance animal living with You, because We may need to make adjustments to accommodate it. You will be responsible for looking after the animal, and You will be responsible for any Damage or nuisance which the animal causes.
- 7.7 You must not have in the Room anything which is:
- a firearm, even if licensed
  - a weapon of any other kind
  - anything which You use as a weapon
  - any replica or ornamental weapon
  - explosive, inflammable or highly flammable
  - illegal to have in your possession
  - a serious risk to the health, safety or welfare of You or other people
  - likely to invalidate a buildings insurance policy or increase its premiums
- 7.8 You must not cook or use kettles, toasters or other heating equipment in the Room, or in any part of the Shared Areas, other than in the designated kitchens.

## **8 Cleaning**

- 8.1 We will clean the Shared Areas and the cost of normal cleaning is included in the Fees. If occupiers leave their Shared Areas in a worse condition than average, We will charge the occupiers for the cost of any additional cleaning which the Manager decides is reasonably necessary. We will usually give You and the other students advance warning, so that you have the opportunity to clean the Shared Area yourselves rather than pay Our charges.
- 8.2 We may temporarily suspend use of the Shared Areas to allow them to be properly cleaned.
- 8.3 You (and the other students who use them) must keep the Shared Areas reasonably tidy. You must not leave rubbish in the Shared Areas, except in any bins We provide.
- 8.4 You must wash, dry and put away the crockery, cutlery and cookware soon after You use it. You must properly dispose of any food items that You do not want or that are past their use-by date.

- 8.5 You must not put anything in the drains that it likely to block them. The main culprits are hair in showers; cooking fat; food particles, sanitary towels and baby wipes.
- 8.6 We encourage residents to make full use of any recycling facilities at the Residence.
- 8.7 You must keep the Room clean and reasonably tidy. You must take any rubbish from the Room to the designated bin stores in the Residence.
- 8.8 Details of the equipment We provide and suggestions about what You will need to bring with you or buy when you arrive are detailed within your e-arrival email.

## **9 Repairs**

- 9.1 The National Code of Standards for Larger Developments for student accommodation not managed and controlled by educational establishments applies to the Residence. A copy of the code is available to download from [http://www.nationalcode.org/Upload/File/NationalCode\\_Private.pdf](http://www.nationalcode.org/Upload/File/NationalCode_Private.pdf)
- 9.2 We will keep the Residence and its Contents in repair.
- 9.3 We will keep in repair and proper working order the installations in the Residence for the supply of water, gas and electricity and for sanitation.
- 9.4 We will charge you for the cost of repair if the repair is needed because You did not take proper care, or You did not comply with these terms and conditions.
- 9.5 If repair is needed because You did not take proper care or Your did not comply with these terms and conditions, You must not attempt to carry out the repair Yourself. You must notify Us and We will carry out the repair. We will not have to do the repair until You or the insurer pay us, unless there is a serious health and safety risk. We may charge You for the cost of repair after it has been carried out if We wish.
- 9.6 We are not liable to rebuild or reinstate the Residence if it is destroyed or damaged by a risk that We have insured against.
- 9.7 If your Room becomes uninhabitable through no fault of Your own, We will offer You suitable alternative accommodation at the Residence, if any is available. If We do not have alternative accommodation available at the Residence, We will do what we reasonably can to find you suitable alternative accommodation elsewhere. You agree to accept the alternative accommodation if it is broadly similar to the Room. You will not have to pay any more Fees if the alternative room is of a higher standard. If no suitable alternative accommodation is available, You or We will have the option to terminate our agreement (by giving notice, in Writing), without any financial detriment to You.
- 9.8 You must tell us as soon as possible after You become aware of the need for a repair in the Room or in the Shared Areas. If the disrepair becomes worse because You did not report it within a reasonable time, We will charge You for the additional costs of repair.

9.9 We will use reasonable efforts to meet the following response times when a repair is needed:

<p><b>PRIORITY A – Response within 1 hour; make safe or rectify as soon as reasonably practicable</b></p>
<p>Fire alarm activation (immediate response)  Matters of life and death  Risks of serious injury  Electric shock  Risks of serious damage to other people’s property  Risk of intruders having access to a building  Fire hazard  Escape of gas  Persons trapped in lifts  Emergency lighting circuit failure  Electricity failure (where it is within Our control)  Danger of falling objects  Leaks of water or other substances  Flooding  Damaged external locks  Resetting of trip switches</p>
<p><b>PRIORITY B – Response and make safe within 24 hours; rectify as soon as reasonably practicable</b></p>
<p>Lift breakdown (nobody trapped)  Blocked toilet  Damage that could affect health  Damaged internal locks Broken glass  Loss of heating (where it is within Our control)  Replacing light bulbs where the level of lighting has become inadequate  Trip or slip hazards  Damage to the fabric of the building (unless within Priority A)</p>
<p><b>Priority C – Response within 7 days</b></p>
<p>Loss of ventilation or humidification  Jammed windows and sticking doors which constitute an obvious safety or security risk  Broken window catches and door closures  Replacement of light bulbs not within Priority B</p>
<p><b>Priority D – Non-Urgent items that do not pose a threat to Health and Safety</b></p>
<p>Broken fixtures and fittings not falling within Priorities A-C  Servicing and maintenance not falling within Priorities A-C  Jammed windows and sticking doors which do not constitute an obvious safety or security risk</p>

## **10**     **Damage**

- 10.1    We will leave a combined inventory and schedule of condition in the Room at the start of the Licence Period. You should check the Room and the Contents against this document, make a list of any defects that have been missed, and return the signed inventory to Residence reception. If You do not do this within three days of arriving, You may find it difficult to argue later that any Damage had occurred before You took the Room.
- 10.2    You (and anyone You invite into the Room) must take reasonable care of the Room and its Contents.
- 10.3    Jointly with other occupiers, You must take reasonable care of the Shared Areas and their Contents.
- 10.4    You must not cause any Damage to any part of the Residence or to any Contents. If You do cause any Damage, We will charge You the reasonable cost of repair or replacement, even if the Damage was accidental. We will not charge You for Damage due to fair wear and tear, or Damage by an insured risk (unless the insurer refuses to pay because of something You did or did not do).
- 10.5    Fixing posters or anything else to the walls, doors, ceilings or window-frames is likely to leave a mark, even if You use things which are supposed not to mark. We will not allow marks from pins, tape, blu-tak and so on as fair wear and tear: We will treat them as Damage.
- 10.6    If there is Damage in the Shared Areas, We will use reasonable efforts to try and identify who caused it. If We cannot identify the culprit, We will spread the costs of repair or replacement among the occupiers who have access to that area of the Residence. We will not pass on the costs to residents if We reasonably believe that the damage was caused by an intruder. We will not pass on the costs to residents if the Damage was insured against, unless the occupiers are clearly at fault.
- 10.7    You must notify the Manager as soon as You reasonably can (and in any event within 48 hours) after becoming aware of any Damage. If You do not report Damage and the Damage becomes worse over time, You may have to pay for a replacement or major repair, when a simple repair should have been enough.
- 10.8    You must not remove any Contents from the Room, from the Shared Areas or from any other part of the Residence.
- 10.9    If You lose Your Keys, You must notify the Manager as soon as You can. The Manager may ask You to provide proof of Your identity before allowing You into the Room. The Manager will arrange for replacement Keys to be issued and/or for the lock to be changed, but You will have to pay for them. We may charge You a reasonable administration charge in addition to the cost of labour and materials.

## **11**     **Insurance**

- 11.1    We will insure the Residence and the Contents.

- 11.2 We will buy a block insurance policy, that gives basic cover for Your personal possessions. The block insurance policy is subject to terms and conditions, which You can read by accessing the link provided on Our website: <http://uppbroadgatepark.com/documents.php> and You must comply with these.
- 11.3 It may be advisable for You to buy Your own personal possessions insurance if You have very valuable items. If You want additional cover, You must pay the insurer for it.
- 11.4 We do not accept liability for your personal possessions, unless We fail to comply with our obligations in these terms and conditions, and that failure causes You loss or expense. Our liability is limited as stated in clause 18.
- 11.5 If your Room becomes uninhabitable through no fault of Your own, We will offer You suitable alternative accommodation at the Residence, if any is available. If We do not have alternative accommodation available at the Residence, We will do what we reasonably can to find you suitable alternative accommodation elsewhere. You agree to accept the alternative accommodation if it is broadly similar to the Room. You will not have to pay any more Fees if the alternative room is of a higher standard. If no suitable alternative accommodation is available, You or We will have the option to terminate our agreement (by giving notice in Writing), without any financial detriment to You.

## **12 Health, safety and security**

- 12.1 We have regulations on security, fire, health and safety which are posted on and You must comply with these. Further details are given in the online induction, arrival information and posted on notices within the Residence.
- 12.2 We will give a welcome talk at the start of the Licence Period, which will include a briefing on important health and safety issues for the Residence. You are strongly recommended to attend.
- 12.3 There are some especially important precautions which You must take against fire: You must not have or use any of the following in any part of the Residence:
- Candles
  - Incense
  - Oil burners or lamps
  - Heaters, other than the central heating provided by Us
  - Cookers (including deep fat fryers, rice cookers, steamers, portable stoves and microwaves), unless they have been provided by Us
  - Electrical equipment which has not passed a portable appliance test within the last 12 months
- 12.4 You must not bring any furniture into the Residence unless You obtain Our permission in Writing (and We may remove furniture from the Residence if You do not have Our permission, without being liable to the owner of the furniture).

- 12.5 You agree that We may remove any of the items listed in clause 12.3 or anything else which is a hazard or serious nuisance, from the Room or the Shared Areas without Your explicit permission. We will leave You a note describing what We have taken and explaining when and how You can retrieve it, and what You will have to pay (a minimum administration fee of £25 applies, and we may charge reasonable storage charges). We will make portable appliance testing available during the first weekend of the Licence Period.
- 12.6 You must never block a fire escape route.
- 12.7 You must not alter or otherwise interfere with any electrical installation in the Residence. You must not overload any electrical sockets with extension sockets, adaptors or appliances. You must not mis-use, or attempt to repair or adapt any electrical Contents.
- 12.8 You must not alter or otherwise interfere with the internet installation in the Room.
- 12.9 You must tell us in Writing if any of your personal details change (such as home address, emergency contact number, your email address or your bank account).
- 12.10 You must not smoke in any part of the Residence.
- 12.11 We warn You against leaning out of any windows at the Residence and We will not be responsible if You fall from a window, unless the window is faulty. You must not adjust or remove any window-opening restrictors. You must not throw anything out of a window.
- 12.12 You must comply with the reasonable instructions of Our staff and the instructions for safe evacuation of the Residence posted in the Shared Areas and left for You in the Room.
- 12.13 You must securely close the windows and doors when You leave the Room and You must ensure that the door to the Room and the doors to the Residence are securely locked behind You when entering or leaving the Residence.
- 12.14 If You become aware of an accident, or an incident which may be a health and safety or security risk, You should report it to the Residence's main reception in the first instance as soon as You become aware of it. You do not have to report it if You know that someone else has already reported it.
- 12.15 You should not allow anyone into the Residence if You do not know them, unless they are one of Our contractors and show You suitable identification. We do not expect You to put Yourself in any danger by trying to prevent someone from coming into the Residence. We do expect You to report anyone suspicious to a member of Our staff.
- 12.16 You are responsible for any item which You leave in the Shared Areas. We will not compensate You if it is lost, damaged or stolen.

- 12.17 We will not normally give You access to a room occupied by someone else. We may refuse access even where the occupier has given their signed authority.
- 12.18 You must notify the Manager in Writing if You plan to be away from the Room for 7 days or longer.
- 12.19 You must give Us a copy, as soon as possible, of any notice or official letter about the Room which is sent to You.
- 12.20 We may terminate Our agreement with You if You cause serious or persistent health, safety or security risks at the Residence.

### **13 Consideration for others**

- 13.1 You must treat our staff and others living in the Residence with proper consideration and respect. You must not use other people's possessions without their permission, or damage or take them.
- 13.2 You must treat others living in the neighbourhood with proper consideration and respect. Things that are likely to make people complain are:

Noise, especially after 22.00 hours and before 08.00 hours  
Litter  
Walking in large groups so that others cannot pass

- 13.3 You must not throw anything out of the windows of the Residence.
- 13.4 You must not cause an obstruction at the Residence.
- 13.5 We may restrict Your use of the Shared Areas (for example by making non-essential services out of bounds, or restricting Your use to certain times) if We reasonably believe that Your use of them is having a serious adverse effect on others.

### **14 Transport and parking**

- 14.1 You must not leave a bicycle in any part of the Residence other than in the designated bicycle parking areas.
- 14.2 You must not leave a motor vehicle in any part of the Residence other than in the designated parking areas.
- 14.3 Visitors may only park at the Residence if they have a valid parking permit (these can be obtained, subject to availability, from main reception at the Residence).
- 14.4 All parking is at the rider's or driver's own risk.
- 14.5 We may remove or immobilise any vehicle which is left outside a designated parking area, without being liable to pay You compensation. We may charge You for the cost of removing the vehicle and/or restoring the vehicle to You.
- 14.6 The Residence is subject to parking restrictions as follows:



- 14.6.1 You may bring or invite one car to the Residence on the day You move into the Room and on the day You move out of the Room.
- 14.6.2 You must not keep a car at the Residence, or within a two-mile radius of the Residence, except on the dates You move in and move out, unless You have a parking permit.
- 14.6.3 Parking permits are issued subject to availability. You will need to apply to the Manager for a parking permit. Priority is given to people who have a disability which affects their mobility.
- 14.6.4 Parking permits are issued subject to their own terms and conditions and may be revoked if You do not comply with those terms and conditions.
- 14.6.5 You must not bring or invite any commercial vehicles to the Residence.
- 14.6.6 At Cloister House You must not park any vehicle unless the Student Residence Agreement includes the right to park there.
- 14.6.7 Vehicles (including bicycles) may be immobilised or removed if they are parked on Our property without Our permission.
- 14.7 Parking restrictions apply to Your visitors as well as to You. The Residence is subject to an agreement made with Nottingham City Council under s106 of the Town and Country Planning Act 1990, which was a condition of the planning permission given for the Residence. Parking restrictions are rigorously enforced within the two-mile exclusion zone. If You or your visitors park in this area without a valid permit, the driver or owner of the vehicle may be given a fixed penalty notice.

## **15 Ending the licence**

- 15.1 Your agreement with Us is a licence. Unlike a tenancy, it will not automatically continue after the last day of the Licence Period. You do not need to give notice to end your licence on the last day of the Licence Period, and neither do We.
- 15.2 We may terminate the licence at any time for any of the following reasons:
  - 15.2.1 If You fail to pay Us any Fees or other charges when they are due for payment (We will normally allow You up to 14 days to pay before taking action, but We do not have to do this);
  - 15.2.2 If You in any way mis-use or deliberately damage equipment, signs or systems for fire prevention or detection, health and safety, or security;
  - 15.2.3 If You have in your possession controlled drugs that it is illegal to possess;
  - 15.2.4 If Your health or Your behaviour puts the health, safety or welfare of other people, or Yourself, at serious risk;
  - 15.2.5 If Your behaviour puts property belonging to Us or to others at serious risk;

- 15.2.6 If You persistently fail to comply with these terms and conditions or if you fail to comply with the set terms and conditions in a way that has a serious impact on Us or other residents or neighbours;
- 15.2.7 If You allow someone else to live in the Room;
- 15.2.8 If You are not a student on a full-time course at a further or higher education institution (We will not terminate the licence if the reason You stop being a student is because You graduate during the Licence Period).
- 15.3 If We have to start court proceedings to make You move out of the Room, We will ask the court to order You to pay for the Room up to and including the last day of the Licence Period; and to pay our legal fees and expenses; and to pay interest on any money You owe us.
- 15.4 If We are able to find an occupier to replace You, We will refund You the Fees for any period the replacement is in occupation, within 28 days of receiving Fees for the same period from the replacement occupier.
- 15.5 If We believe that You have stopped living in the Room, We may take it back and allow someone else to occupy it. If that happens, You will still be liable to pay Fees up to the point where the replacement occupier moves in.
- 15.6 If We terminate the agreement with You, You will still have to pay Us any money that You were liable to pay Us before the agreement came to an end.
- 15.7 If You did not meet any of Our staff before accepting these terms and conditions, You are entitled to a cooling-off period.
- 15.8 The cooling-off period gives you 7 working days to cancel the licence agreement, starting with the day after You accepted these terms and conditions. Once We start to provide You with our services, You will no longer have a right to cancel – even if the cooling-off period has not ended. **If You move into the Room during the cooling-off period, You will not then be entitled to cancel.**
- 15.9 To cancel the licence agreement without charge, You must give us notice in Writing, and Your notice must reach us within the 7 working days cooling-off period (or before We start to provide You with our services, if earlier).
- 15.10 If You cancel the licence agreement during the cooling-off period, and before We start to provide You with our services, We will refund in full any money that You have paid Us.
- 15.11 Once the Licence Period has started, You can only terminate the agreement when **all** the following steps in this clause 15.11 have been completed:
- 15.11.1 You must complete a leaver's form explaining why you are leaving and whether you have arranged for someone to take your place, and hand it in to main reception at the Residence;
- 15.11.2 You must pay Us any Fees or other charges that You owe
- 15.11.3 You must pay an administration fee of £50;

- 15.11.4 A replacement student must enter into a licence agreement for the rest of the Licence Period and pay their Deposit and first instalment of Fees as instructed;
- 15.11.5 We will try and help You find a replacement, but We do not have to accept someone if we reasonably believe that person would not be suitable to live in the Residence, or if they already have an accommodation agreement with Us. We do not have to release You from Your licence agreement if We find a new occupier and We already have empty places in the Residence. We can fill our empty rooms first.
- 15.12 If You do not comply with clause 15.11 but You return the Keys to Us more than 4 weeks before the end of the Licence Period, We will try to find a replacement occupier. You will remain liable to pay the Fees until the replacement occupier enters into an agreement with Us. We will promptly refund to You the proportion of any pre-paid Fees which relate to the period after the change of occupier. We will refund the Deposit to You, after deducting a £75 administration fee and any Fees or other charges that We are entitled to deduct.
- 15.13 If You find a replacement occupier, You must not give the Keys to them. You and the proposed replacement should contact the Lettings Team at the Residence. The Lettings Team will make a reasonable and timely decision about whether the proposed replacement is suitable. If the replacement is suitable, the Lettings Team will arrange for Your licence to end and for a new licence to be given to the replacement. If You allow someone else to live in the Room without following this procedure, You will be liable for the Fees, an administration fee of £75 and for any other charges incurred by the new occupier.
- 15.14 If You would like to move to a different room or flat, You should complete a Room Move requests forms (available from main reception at the Residence) and return it to main reception. We process applications for Room Move Requests on the 16th of each month. We do not guarantee that Your application will be successful. If Your application is successful, You must pay us an administration fee of £50 at the time of the move.

## **16 Moving out**

- 16.1 You must pay the Fees for the whole of the Licence Period, even if You do not live in the Room for the whole of that period. The only exceptions to this are:
- 16.1.1 if You cancel the agreement between You and Us during the cooling off period (see clause 15.8); or
- 16.1.2 if We accept somebody else to replace You as the occupier (see clause 15.11).
- 16.2 You must let Us have Your new address (and, if they change, Your new telephone and email address) when You leave.
- 16.3 You must check out of the Room and return all Keys to Us by 10.00 hours on the last day of the Licence Period. You must remove all your possessions (including things You do not want to keep) from the Room. We will charge

You for removing rubbish from the Room or from the Shared Areas (except for the designated bin stores). You must leave the Contents in the Room, in approximately the same positions as they were in when You began occupation.

- 16.4 You must leave the Room in a reasonably clean condition at the end of the Licence Period.
- 16.5 We will check the condition of the Room and its Contents shortly after You move out. We will charge You for any Damage or if the Room needs more cleaning than average. We will charge You what it costs us to put things right, and We may also charge You a reasonable administration fee. We will check the Shared Areas. If the Shared Areas and their Contents need more cleaning than average, we will charge the culprit if We can identify who is at fault. Otherwise, We will share the amount it costs Us to put things right among You and the other students entitled to use those Shared Areas. We may also charge you and the other students a reasonable administration fee.
- 16.6 If You leave a bicycle in the Room, Flat or anywhere else in the Residence at the end of the Licence Period, We will assume that You want us to dispose of it. We may remove it and dispose of it as We think fit. If We sell it, We may deduct a reasonable administration fee from the proceeds of sale. We will use reasonable efforts to pass on the net proceeds of sale to You, but We can only do this if We are able to contact You. We will post notices around the Residence approximately one month before the end of the Licence Period to remind you to take Your bicycle with You if You want to keep it. We will have no liability to you if We dispose of Your bicycle in accordance with this procedure. You will be liable to pay any compensation due to the bicycle's owner if the bicycle You have left at the Residence belongs to someone else.
- 16.7 If You leave anything else in the Room at the end of the Licence Period which appears to the Manager to be worth £50 or more, We will try to contact You and give You a reasonable opportunity to collect it. **If You do not make arrangements to collect it by the deadline We give You, We will dispose of it.**
- 16.8 If You leave anything in the Room which appears to the Manager to be worth less than £50, We will dispose of it. We will not be liable to You for any loss that You suffer as a result. We will not be liable if the item is worth £50 or more, as long as We reasonably believed the item was worth less than £50.
- 16.9 If We have to pay the cleaners extra because You did not leave the Room on time, We will pass these charges on to You (at cost plus a 10% administration charge).
- 16.10 If You move out but do not return the Keys to Us, We will try to contact You and give You the opportunity to return the Keys. If You haven't returned them within 3 days of the end of the Licence Period, We may change the locks and pass the cost on to You. We may add a reasonable administration charge to the cost of changing the locks and up to 3 days' additional Fees if We were unable to re-let the Room because You kept the Keys.
- 16.11 If You want to move out of the Room before the end of the Licence Period, You must inform the Lettings Team for the Residence, in Writing.

- 16.12 **If You want to end Your agreement with Us before the end of the Licence Period, you must comply with clause 15.**
- 16.13 Parking restrictions apply at the Residence (see clause 14.6). You must not park at the Residence unless You do so in accordance with these terms and conditions.
- 16.14 The moving-out check-list is shown on Our website: <http://uppbroadgatepark.com/documents.php> and You must complete the items on that list before You move out. We will be entitled to charge You for correcting any deficiencies if the Room and Contents are not left in the condition required by the moving-out check-list (and a share of the cost of correcting deficiencies in the Shared Areas).
- 16.15 From time to time We may ask You to move to a different room. This will normally be a room in the same Residence. We may ask You to move if the Room or the Shared Areas You use need serious repair, if a flat is under-occupied, if occupiers in a flat are incompatible, or for any other reasonable purpose. You agree to move if We ask You to move as allowed by this clause. The licence agreement will then apply to the new room.

## **17 Data protection**

- 17.1 We will meet our responsibilities under the Data Protection Act 1998.
- 17.2 Upon application your details will be shared with the relevant institution for verification and communication purposes.
- 17.3 When You enter into a licence agreement with Us, You agree that We may process relevant information about You or Your visitors, for all lawful purposes connected to Your agreement with us. This may include disclosing information about You to the institution where You study, the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies, or any person who needs a reference. We will give out information about You if We have to in order to comply with a court order. This clause includes personal data classed as 'sensitive', such as information about health, ethnicity and criminal records.
- 17.4 If You pay Us an administration fee of £10, We will allow You to see the information We hold about You relating to Your licence. We will allow You to correct any information that is wrong and We will keep a record if You disagree with any of the information We hold about You.

## **18 Our liability to You**

- 18.1 We must comply with our obligations in these terms and conditions.
- 18.2 We must also accept responsibility under the general law if We cause You any injury because of our negligence.
- 18.3 We accept liability for the actions or neglect of Our staff and contractors only for damage, loss or injury which occurs whilst they are carrying out our instructions.

- 18.4 We do not accept liability for damage to property or possessions unless the damage occurred because We or Our staff failed to comply with our obligations in these terms and conditions. Our liability to You for damage to Your property or possessions is a maximum of £100 in any event. If You have valuable items You may wish to buy top-up insurance for them. The insurance cover included within the Fees is subject to terms and conditions, please follow the link on Our website for more information; <http://uppbroadgatepark.com/documents.php>
- 18.5 We are not liable for things which are outside our reasonable control, such as severe weather conditions, equipment or power failures, internet outage, intruders or other residents acting with malice, fire or flood. This is not an exhaustive list. We will only be liable for mechanical failure if it was caused by Our failure to keep the equipment serving the Residence properly maintained and only if the failure lasts more than 48 hours.

## **19 Complaints**

- 19.1 We work very hard to try and make sure You will not need to complain. If You are dissatisfied with any part of Our service, You should report it in the first instance to reception staff at the Residence.
- 19.2 If We cannot resolve Your complaint straight away, We may ask You to put Your complaint in Writing. This helps Us to understand Your concerns, and it means the Manager can read Your comments rather than rely on a message.
- 19.3 The first point of contact is main reception at the Residence. The telephone number is 0115 9518670. Main reception will deal with simple complaints and refer others to the appropriate Manager for a response.
- 19.4 The Manager will look into Your complaint and will respond to You within 5 working days. If the complaint is complicated, the response may simply be to acknowledge Your complaint.
- 19.5 We will provide You with a substantive written response within 10 working days of receiving Your written complaint.
- 19.6 We aim to resolve the complaint by this stage, but if You are still unhappy, You should ask the Manager to forward the complaint to Our Regional Director. The Regional Director will get back to You within 10 working days of the Manager receiving Your request with a final response.
- 19.7 Complaints about the internet service should be directed to the University, which provides the service.

## **20 Information**

- 20.1 By law, We have to give You certain information. That information is set out in this clause 20.
- 20.2 The name of the supplier of the Room and ancillary services is UPP (Broadgate Park) Limited (a private limited company, registered with Company Number 04647260) whose registered office is at 40 Gracechurch Street, London, EC3V 0BT. Day-to-day operational matters and enquiries may be referred to the Manager or to reception at the Residence.

- 20.3 Our VAT registration number is 815214459.
- 20.4 The services which We will be supplying are described in the Student Residence Agreement and in these standard terms and conditions. We will supply them for the Licence Period.
- 20.5 The price of the Room and ancillary services is set out in the Student Residence Agreement. The arrangements for payment are also set out in the Student Residence Agreement and in these terms and conditions.
- 20.6 There is no extra charge payable for booking the Room by post or on-line.
- 20.7 The offer remains valid until the deadline stated in Student Residence Agreement. If you accept the Student Residence Agreement before the deadline expires, the price remains valid throughout the Licence Period. If You do not accept the Student Residence Agreement by the deadline, the offer will automatically lapse.
- 20.8 The minimum duration of the agreement is for the Licence Period, unless the You or We exercise rights to terminate early, as set out in, and in accordance with these terms and conditions.
- 20.9 Whilst We have offered You a place in the Residence, and will try to locate You there, the University does not guarantee that You will have any particular room. If the Room is not available, the We will offer You alternative accommodation of an equivalent or better quality at the same price or give You the right to cancel the licence agreement without charge.