

## SHORT STAY LICENCE AGREEMENT CONDITIONS OF RESIDENCE

**This Licence Agreement made between you the Licensee and the University is a legally binding document and both parties will be bound by it**

**This Licence Agreement is an agreement for occupancy and does not create a tenancy<sup>1</sup>**

### 1.0 Definitions

“**University Accommodation**” means the residences available for occupation by students or external guests of the University. The City Accommodation Hub Office is at Lomas Street University Accommodation, City Campus North, Wolverhampton, WV1 1QU.

“**Short Stay**” means an accommodation hire service provided by the University of Wolverhampton for a defined period of time. This is a separate agreement between the Licensee and University.

“**Room**” means a part of the University Accommodation which is occupied as an individual private study / room including the fittings and soft furnishings.

“**The Common Areas**” means the corridors, access ways, car parks, landscaped areas, entrance halls, corridors, landings, kitchens, lifts, staircases, toilets, bathrooms, utility rooms, kitchens and all other areas and the fixtures and fittings, furniture and equipment in them which are provided by the University for the common use of the occupiers of the Room.

“**The Licence Period**” is the period identified within the Short Stay Agreement.

“**The University**” means University of Wolverhampton, Wulfruna Street, Wolverhampton, WV1 1SB who are a member of UUK Code of Practice and the staff acting on its behalf.

“**The University Disciplinary Procedure**” means the regulations governing student discipline which apply to all registered students and can be found at [www.wlv.ac.uk](http://www.wlv.ac.uk)

“**Accommodation Hubs**” means the University Accommodation Hub office situated at Lomas Street, Wolverhampton, WV1 1QU.

“**The Licensee**” means an external guest staying in short stay accommodation for a pre-defined period of time.

“**The Short Stay Fee**” means the fee for Room for the duration of the stay as determined by the University, inclusive of energy, room use, and computer network connection.

**THERE IS NO INSURANCE COVER WITH ANY SHORT STAY APPLICATION, the Licensee will need to ensure they have their own personal insurance cover for the duration of their stay.**

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<sup>1</sup> A tenancy is a right in the property and a licence does not create this right.

## **2.0 Licensee Occupancy**

- 2.1 The University gives the Licensee the right to occupy a Room as a Licensee for the Licence Period as a private study / room for the Licensee only and for no other purpose subject to the Licensee paying the Licence Fee and complying with the terms of this Licence Agreement.
- 2.2 This Licence Agreement does not refer to a specific University Accommodation or Room. The University reserves the right to transfer a Licensee's occupation to a different University Accommodation or Room on reasonable written notice if the Room and/or Common Areas is not fit for purpose; or to protect other Licensee's interests.2.3
- 2.3 Without prejudice to the University's right to terminate this Licence under clause 6, where in the reasonable opinion of the Accommodation Hubs, the Licensee presents a significant risk to the health and/or safety of other residents and/or students and/or University staff.
- 2.4 A Licensee may request a change of Room from the Accommodation Hubs. All requests will be considered dependent upon the availability of alternative Rooms. Room changes will be subject to an additional administration charge.
- 2.5 **NO OVERNIGHT** guests are permitted to stay in the Licensee's Room.
- 2.6 The University reserves the right to refuse visitors at any time if necessary in the interests of security and/or the health and safety of other residents.
- 2.7 A charge may be levied if linen or crockery (pots, pans, towels) is required for the duration of your stay and this can be purchased in advance of your arrival.

## **3.0 Financial Matters**

- 3.1 All Short Stay Licence Agreements are to be paid by:  
Credit Card payments in advance of arrival,  
Cash Payments payable at the Cash Offices at the Walsall Campus (WA Building) or Wolverhampton Campus (Mx Building) Monday – Friday 9.30 – 3.30pm, or  
If the booking is being paid for by a department within the University of Wolverhampton an internal recharge can be raised.
- 3.2 For all guests a total advanced rent payment is required at the time of booking, to reflect the arrival and departure dates stated within the Short Stay Licence Agreement.
- 3.3 The Licensee must vacate their room by 10am and return the keys / card to the Campus Reception. Failure to vacate at 10am may incur additional charges, see Clause 7.1
- 3.4 TEN days' notice is required to cancel or reduce the number of nights pre booked in the Short Stay Licence, see Clause 8 Cancellation Terms and Conditions.
- 3.5 If damage is caused to the Room or the contents by the Licensee or his or her guest, the Licensee shall be responsible for reporting the damage to The Accommodation Hubs and for the costs involved in repairing such damage or replacing such items which are beyond economic repair. The University reserves the right to invoice the Licensee for any damage over £50.
- 3.6 If damage is caused to the Common Areas, the Licensee shall, together with all other occupants of the flat or corridor or accommodation where the damage has occurred, report to the Accommodation Hubs and account to the University for a reasonable proportion of the cost of remedying the damage as determined by the University.

Note: When living in the University Accommodation, the Licensee forms part of a community of students / guests for the period of the Licence. Like any other community, it depends on each and every member playing a part in ensuring its safe and efficient running. The communal damage charge will only be imposed, where, after reasonable investigation, the person or persons responsible for the damage cannot be identified.

The Licensee may appeal in writing against the imposition by the University of the cost of the damage in relation to this clause to the Accommodation Hubs within 7 working days of the date of the notice of the charge.

- 3.7 A charge is made for replacement of each lost key/swipe card, which shall be paid by the Licensee direct to the University. The Licensee may also be required to pay the cost of replacing locks caused by the loss of keys. If a lost key is found within 10 days but before any locks have been ordered or changed Accommodation Services will not charge.
- 3.8 Additional cleaning charges will be made where in the reasonable opinion of the University the Licensee fails to maintain reasonable standards of cleanliness and tidiness.
- 3.9 The University reserves the right to charge any Licensee who is not eligible for council tax exemption a further charge for council tax which will be paid to the local authority on their behalf.

#### **4.0 Licensee Conduct and Obligations**

The Licensee will not do anything which may prejudice good estate management and the smooth running and efficiency of the University and will comply with all reasonable instructions issued by the University.

In particular, the Licensee will:

- 4.1 Abide by the conditions within the Licence Agreement.
- 4.2 Comply with all University and statutory health and safety and fire safety guidance and regulations.
- 4.3 Shall not bring into or use within the University Accommodation any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971.
- 4.4 Shall not bring into the University Accommodation anything which in the University's opinion is or may become dangerous, offensive, combustible, corrosive, inflammable, radioactive or explosive.
- 4.5 Shall not interfere with any fire alarm, smoke detector, fire extinguisher, fire exit or any other fire equipment in the University Accommodation. Please note that it is a criminal offence to misuse fire alarm systems or fire fighting equipment which may result in criminal action, including any financial penalties up to £250.00.
- 4.6 Not smoke anywhere within the University Accommodation.
- 4.7 Shall not interfere with any electrical installation in the University Accommodation and shall not use any form of radiant fires and convectors or electrical adapters.
- 4.8 Shall not do anything that will put the health and safety of the other residents or University staff at risk.
- 4.9 Shall follow Guidelines<sup>2</sup> for the prompt evacuation of any area of the University Accommodation in the event of a fire alarm.

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<sup>2</sup> The Guidelines are found in student communal areas.

- 4.10 In the interests of the well-being of fellow residents / guests, the Licensee shall not engage in anti-social behaviour within the University Accommodation.
- 4.11 Not impede University staff in the performance of their duties and comply with reasonable instructions issued by Accommodation Services and any other staff or persons acting on behalf of the University.
- 4.12 Ensure that all noise is kept to a reasonable level between 11:00 p.m. and 8:00 a.m.
- 4.13 Shall not permit parties to be held in the University Accommodation without the written permission of the Campus Operations Manager.
- 4.14 Not cause damage, annoyance or nuisance to other residents or staff in the University Accommodation, or to occupants of neighbouring properties.
- 4.15 No pets to be allowed in the Room or elsewhere in the University Accommodation save for any registered assistance or guide dog.
- 4.16 Not make the Common Areas dirty and untidy.
- 4.17 Not to remove any fixtures fittings furniture or equipment from the Room or Common Areas or to change or damage the decorative finish.
- 4.18 Not to store bicycles or personal items in the Common Areas.
- 4.19 Refrain from any behaviour which may reasonably be perceived as harassment or annoyance to other residents on any basis and in particular on grounds of race (which includes ethnicity, ethnic or national origins, nationality, colour) gender, sexual orientation, religion, belief, disability or age.
- 4.20 Not behave in such a manner as to bring the University into disrepute.
- 4.21 Not to do or to allow to be done anything which may adversely affect the University's insurance of the structure of the University Accommodation. Except in cases of the University's negligence, the University will not be liable for the loss of or damage to, personal property in the University Accommodation.
- 4.22 Check the University's property against the inventory for the Room on arrival. Any discrepancy should be recorded on the inventory form and handed in to the Accommodation Staff not more than 24hours after moving in and report any repairs/maintenance to the Campus Reception.

## **5.0 University agreements**

The University agrees with the Licensee:

- 5.1 The University cannot guarantee the supply of services relating to gas, water, computer network facility and electricity supplies and will not be held liable for any loss or damage resulting from the failure on the part of the service provider to supply such services and which are reasonably beyond the University's control. This clause does not seek to exclude liability for damage as a result of the University's negligence.
- 5.2 To give reasonable notice (save in the case of emergency where no notice is necessary) to the Licensee of the intention of University or its agents or contactors to enter the Room in order to inspect the condition of the Room and the contents and to carry out repairs as appropriate.
- 5.3 The University may in its absolute discretion enter the Room and confiscate any article which in its reasonable opinion presents a risk to the health and safety of other residents and /or staff of the University and should not be within the Room. The article will then either be handed over to the

police or retained by the University, at the Licensee's expense, until collected by the Licensee and removed from University grounds. If at the end of the short stay period the article has still not been collected by the Licensee, the University will give the Licensee 10 days notice to retrieve the article and if unclaimed after such period the University reserves the right to dispose of it. The reasonable disposal costs incurred by the University may be passed onto the Licensee.

- 5.4 Any notice served by the University on the Licensee shall be sufficiently served if sent by first class post to the Licensee at the Room or the last known address of the Licensee or left addressed to the Licensee at the Room.
- 5.5 Any notice served by the Licensee on The University shall be sufficiently served if sent by first class post to the University of Wolverhampton at City Accommodation Hub Office, Lomas Street University Accommodation, City Campus North, Wolverhampton, WV1 1QU.
- 5.6 If any clause in this Licence Agreement or part of it is held to be illegal or unenforceable under any enactment or rule of law then that clause or part of it shall not form part of this Licence Agreement and the enforceability of the remainder of this Licence Agreement shall not be affected.
- 5.7 This Licence Agreement shall be governed in accordance with the laws of England and Wales.

## **6.0 Short Stay Termination**

- 6.1 This Licence Agreement may be terminated by the University, in the event of a serious breach by the Licensee of this Licence Agreement.
- 6.2 By exercising its right to terminate this Licence Agreement for non-payment of some or all of the Licence Fee, the University is not prevented from exercising any other right or remedy available to it. For example, the University may seek to recover from the Licensee any outstanding payments in addition to terminating the Licence Agreement.
- 6.3 This Licence Agreement may be terminated by the Licensee if the University is in serious breach of its obligations; if the Licensee withdraws from the University in the course of the Short Stay Period or if the Licensee has medical welfare or academic grounds for termination.
- 6.4 The Licensee must provide The Accommodation Hubs with written confirmation before termination of this Licence Agreement. The Accommodation Hubs cannot terminate the Licence Agreement until this confirmation is received and keys for the Room have been returned to the relevant campus site.

## **7.0 On departure**

- 7.1 The Licensee will vacate the Room by 10.00 am on the termination of the Licence Agreement and remove all personal belongings from the Room /Common Areas (including fridge / freezer / kitchen cupboards) and return the keys/swipe card to the relevant campus reception. Failure to vacate your room will result in the following procedures:

*Stage 1* – The University will endeavour to contact the Licensee by telephone / email to discuss an extension of the Licence Period and for this to be completed that day.

A letter will be left within the Licensee Room confirming the end of the Short Stay Licence Period and requesting the Licensee to contact the Accommodation Hub by 12 noon that day.

*Stage 2* – If the Licensee does not respond to stage 1, an inspection of the Room will be undertaken by University personnel either the same day or following working day after the departure date.

*Stage 3* – If a Short Stay Licence Agreement or advanced rent payment has not been received by the University and the Licensee has failed to respond to the previous stages, the University reserves the right to

enter the Room and change the lock on the Room. The guest will then be required to be escorted to the Room to remove their belongings and asked to vacate the Campus.

- 7.2 Failure to remove all belongings will entitle the University to remove contents from the Room and/or the Common Areas and place them in storage. The University will give to the Licensee 5 working days notice to retrieve the belongings and if unclaimed after such period the University reserves the right to dispose of them. The disposal and/or storage costs incurred by the University shall be reclaimed from the Deposit.
- 7.3 The Licensee shall check the University's property against the inventory for the Room and shall check the Room and the Common Areas for damage and cleanliness.
- 7.4 The University will inspect the Room and the Common Areas as soon as possible at the termination of this Licence Agreement. If in the University's reasonable opinion the inventory does not match the state and condition of the Room or the Common Areas the Accommodation Hub may recover from the Licensee the amount necessary to make good any damage or loss. **Any dispute over such amounts claimed must be notified to The Accommodation Hub within 21 days of receipt by the Licensee of notification of the amount of damage or loss payable by him or her.**
- 7.5 The University may also recover any further amount due in respect of damage to or loss of University property, together with any amount incurred for any additional day the Licensee remains in occupation of the Room or fails to return the keys following expiry of this Licence Agreement and/or other payments outstanding under this Licence Agreement (including but not limited to any outstanding amounts in respect of the Licence Fee).

## 8. Cancellation Terms and Conditions

- 8.1 *If you wish to cancel your booking this needs to be put in writing to The Accommodation Hubs and the following may be imposed:*
- 8.1.1 *If you give 7 days' notice in writing before your arrival date there will be no cancellation charges incurred.*
- 8.1.2 *If you give less than 7 days' notice in writing prior to your arrival date to alter / cancel your booking a charge will be imposed for a maximum of up to 7 nights or the duration of the original period stated within the Short Stay Licence Agreement*
- 8.1.3 *If you need to alter your departure date once you have checked in, you need to put this in writing and The Accommodation Hub will require a minimum of 10 working days' notice to amend the date. If the departure date is less than 10 working days no refund will be made.*

*The above terms are per person.*