

## RESIDENCES LICENCE AGREEMENT

CONDITIONS OF RESIDENCE 2007/8

**This Licence Agreement made between you the Licensee and the University and 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. Definitions

**"Halls of Residence"** means the residences available for occupation by students of the University. The Residential Services Office is at Lomas Street Halls of Residence, City Campus North, Wolverhampton, WV1 1QU.

**"Room"** means a part of the Halls of Residence which is occupied as an individual private study room including the fittings, soft furnishings and effects as set out in the room inventory form which can be found in the Living in Halls Guide.

**"the Common Areas"** means the corridors, access ways, car parks, landscaped areas, entrance halls, corridors, landings, kitchens, lifts, staircases, toilets, bathrooms, utility rooms, 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 Residential Year"** is the period as identified in the Offer Letter however the Residential Year will not necessarily start and finish on the same dates as the Academic Year.

**"Offer Letter"** means the letter sent (by post or email) by the University to the Licensee making an offer of a place in the Halls of Residence.

**"the Deposit"** means a sum of not less than £250.00 payable by the Licensee on acceptance of an offer of a place in the Halls of Residence.

**"the University"** means University of Wolverhampton, Wulfruna Street, Wolverhampton, WV1 1SB 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).

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

**“Living in Halls Guide”** means an information booklet provided to the Licensee and can be obtained from Residential Services for guidance only but does not form part of this Licence Agreement except where specific sections are expressly referred to in this Licence Agreement.

**“Residential Services”** means the University residential services office situated at Lomas Street, Wolverhampton, WV1 1QU.

**“the Licensee”** means a student enrolled and in attendance on a full-time programme of study at the University who has been offered and who has accepted a place in the Halls of Residence.

**“the Licence Fee”** means the fee for the Room for the Residential Year as determined by the University prior to the Residential Year and notified to the Licensee inclusive of energy, laundry service, computer network connection facility and Endsleigh Students Personal Effects Insurance details can be found at [www.endsleigh.co.uk/blockhalls](http://www.endsleigh.co.uk/blockhalls).

**“The Halls of Residents Incident Procedure”** can be found in the Living in Halls Guide and sets out the procedure to deal with any misdemeanours carried out by students within the Halls of Residence.

## 2. Licensee Occupancy

- 2.1 The University gives the Licensee the right to occupy a Room as a Licensee for the Residential Year as a private study room for the Licensee only and for no other purpose subject to the Licensee remaining a student of the University, paying the Licence Fee and complying with the terms of this Licence Agreement.
- 2.2 This Licence Agreement does not refer to a specific Hall of Residence or Room. The University reserves the right to transfer a Licensee's occupation to a different Halls of Residence or Room on reasonable written notice if the Room and/or Common Areas are in the opinion of Residential Services is not fit for purpose; or to protect other Licensee's interests.
- 2.3 The University reserves the right to move the Licensee without notice to another Room and/or Halls of Residence in the event that the Halls of Residents Incident Procedure referred to above and/or criminal proceedings (including investigations) are commenced against the Licensee. Where the University exercises this right the Licensee does not have a right to terminate this Licence.
- 2.4 Without prejudice to the University's right to terminate this Licence under clause 6, where in the reasonable opinion of Residential Services, the Licensee presents a significant risk to the health and/or safety of other residents and/or students and/or University staff, and/or the Licensee is suspended from the University Residential Services may suspend the Licensee's right to occupy the Room.

The Licensee will not be permitted to occupy accommodation in the Halls of Residence until such time as any disciplinary proceedings under the University Disciplinary Procedure and/or criminal proceedings (including investigations) commenced against the Licensee are concluded. The obligation on the Licensee to pay the Licence Fee continues during the period of suspension and the Licensee is also responsible for payment of any accommodation fees incurred by the Licensee and which are owed to a third party. The Licensee may appeal against the suspension of the right to occupy the Room in accordance with the procedure which for reference is in the Living in Halls Guide. Where the Licensee is found not guilty of misconduct the University shall reimburse a reasonable proportion of the Licence Fee paid by the Licensee while suspended under the University's Disciplinary Procedure or criminal proceedings.

- 2.5 A Licensee may request a change of Room from Residential Services during the Residential Year. Residential Services will consider requests dependent upon the availability of alternative Rooms. Room changes will be subject to a £25 administration charge.
- 2.6 While the Licensee occupies the Room as a single, private study room, if he/she has an overnight guest in the Room, the Licensee must inform the Residential Services/ Campus reception of the name of their guest and the duration. Guest stays can be for no more than 2 consecutive nights and

the Licensee is responsible for the behaviour of guests who are in the Halls of Residence at his or her invitation.

- 2.7 The University reserves the right to refuse guests at any time if necessary in the interests of security and/or the health and safety of other residents.
- 2.8 Guests must be advised that the University will not be responsible for or the loss or damage to any property brought on to the Halls of Residence by the guest.

### 3. Financial Matters

- 3.1 The Licence Fee is determined annually by the University and will be notified to the Licensee prior to acceptance of the offer of a place in Halls of Residence. The Licence Fee for the Residential Year shall be paid in accordance with the Offer Letter.
- 3.2 An administrative charge will be applied to all Licensees unless they either pay in full in advance or make arrangements to pay the Licence Fee by direct debit. The charge will be £100 for the Residential Year or £50 per semester or any other period of occupation.
- 3.3 Failure to pay the Licence Fee on the due date is a breach of this Licence Agreement and the University may terminate this Licence Agreement by serving on the Licensee a notice to vacate the Room. If the Licensee is experiencing difficulties in paying the Licence Fee instalments by the due dates, he or she should contact the Finance Department of the University prior to the date for payment.
- 3.4 Acceptance of an offer of a place in Halls of Residence must be accompanied by payment of the Deposit of £250.00.
- 3.5 If, prior to the start of the Residential Year, the Licensee cancels his/her acceptance of a place in Halls of Residence, or fails to take up occupation of the Room at the start of the Residential Year, the University will deduct a reasonable administrative cost to cover arranging alternative occupation of the Room. Any balance of the Deposit will be repaid to the Licensee. Nothing in this clause shall prejudice the Licensee's right to cancel this Licence in accordance with the Consumer Protection (Distance Selling) Regulations 2000 as set out in the Offer Letter. <sup>2</sup>
- 3.6 The Deposit shall be held by the University during the Residential Year as security for performance of the Licensee's obligations which includes the right of the University to deduct from the Deposit sums due to it under this Licence Agreement. The Licensee will not receive interest on the Deposit. Subject to the right of the University to deduct any outstanding amounts payable under this Licence Agreement, the Deposit will be repaid to the Licensee as soon as reasonably practicable following the termination of this Licence Agreement.
- 3.7 If damage is caused to the Room by the Licensee or his or her guest or the contents the Licensee shall be responsible for reporting to Residential Services 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. The University reserves the right to invoice the Licensee a "top-up" of the Deposit where this has been offset against other charges.

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<sup>2</sup> The cancellation right is set out in the Offer Letter and gives the Licensee a period of 7 days to withdraw acceptance of the offer in writing. This does not apply where the room is available for occupation in the 7 day period and the Licensee takes up occupation.

3.8 If damage is caused to the Common Areas, the Licensee shall, together with all other occupants of the flat or corridor or residence where the damage has occurred, report to Residential Services 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 Halls of Residence, the Licensee forms part of a community of students 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 Residential Services within 7 working days of the date of the notice of the charge.

3.9 No refund of any portion of the Licence Fee will be made to any Licensee who vacates the room without the permission of the Residential Services for any reason at any time during the Licence Period. Where a Licensee vacates the Room and the University using reasonable endeavours, finds a replacement Licensee (who is not already occupying a University residence place), the University will as soon as reasonably practicable repay to the Licensee the balance of the Licence Fee for which the replacement Licensee becomes responsible.

3.10 A charge of £25 is made for the 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 Residential Services will not charge.

3.11 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. Details of charges can be found in the Living in Halls Guide.

3.12 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. 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 University Disciplinary Procedure and 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 Halls of Residence 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 Halls of Residence 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 Halls of Residence. Please note that it is a criminal offence to misuse fire alarm systems or fire fighting equipment which may result in criminal charges and invoking the University Disciplinary Procedure.
- 4.6 shall not interfere with any electrical installation in the Halls of Residence and shall not use any form of radiant fires and convectors or electrical adapters.
- 4.7 shall not do anything that will put the health and safety of the other residents or University staff at risk.
- 4.8 shall follow Guidelines<sup>3</sup> for the prompt evacuation of any area of the Halls of Residence in the event of a fire alarm.
- 4.9 In the interests of the well-being of fellow residents, the Licensee shall not engage in anti-social behaviour within the Halls of Residence.
- 4.10 not impede University staff in the performance of their duties and comply with reasonable instructions issued by Residential Services and any other staff or persons acting on behalf of the University.
- 4.11 ensure that all noise is kept to a reasonable level between 11:00 p.m. and 8:00 a.m.
- 4.12 shall not permit parties to be held in the Halls of Residence without the written permission of the Campus Operations Manager.

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<sup>3</sup> The Guidelines are found in student communal areas.

- 4.13 not cause damage, annoyance or nuisance to other residents or staff in the Halls of Residence, or to occupants of neighbouring properties.
- 4.14 no pets to be allowed in the Room or elsewhere in the Halls of Residence save for any registered assistance or guide dog.
- 4.15 except for those rooms which are designated as smoking rooms, not smoke anywhere within the Halls of Residence.
- 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 Halls of Residence. 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 Halls of Residence. Licensee's are strongly recommended to read the University's insurance cover for residences, please refer to [www.endsleigh.co.uk/blockhalls](http://www.endsleigh.co.uk/blockhalls).
- 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 Residences Staff not more than 2 working days after moving in. The room inventory form can be found at the back of the Living in Halls Guide.
- 4.23 attend the Halls of Residence induction on arrival, details can be found in the Living in Halls Guide or in the arrivals leaflet.

## 5. 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 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 use of the computer network facility is a privilege only and the University reserves the right to disenable the computer network facility if the Licensee is in breach of their obligations under this Licence Agreement.
- 5.4 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 Residential Year the article has still not been collected by the Licensee, the University will give the Licensee 14 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 shall be reclaimed from the Deposit.
- 5.5 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.
- 5.6 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 Residential Services Office, Lomas Street Halls of Residence, City Campus North, Wolverhampton, WV1 1QU.
- 5.7 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.
- 5.8 this Licence Agreement shall be governed in accordance with the laws of England and Wales.

## 6. 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 or the Licensee is no longer an enrolled student at the University.
- 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 The University will need to obtain a Court Order where the Licensee refuses to vacate.
- 6.4 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 a Residential Year, or if the Licensee has medical welfare or academic grounds for termination (details of which can be found in the Living in Halls Guide).
- 6.4.1 The Licensee must provide Residential Services with written confirmation of withdrawal from the appropriate school, before termination. If such confirmation of withdrawal is given Residential Services will as soon as reasonably practicable reimburse to the Licensee the balance of the current period of the Licence Fee which has been received by Residential Services. The University may apply the Deposit in full or partial payment of outstanding sums. Unless such confirmation of withdrawal is given to Residential Services the Licensee remains responsible for the full Licence Fee and any other sums due under this Licence.

## 7. **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 and Common Areas.
- 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 14 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. The University will repay the Deposit to the Licensee if that is appropriate, taking into account the condition of the Room and the Common Areas and the inventory. If in the University's reasonable opinion the inventory does not match the state and condition of the Room or the Common Areas the Residential Services 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 Residential Services within 21 days of receipt by the Licensee of notification of the amount of damage or loss payable by him or her.
- 7.5 Failure to comply with the checking out procedure may result in the forfeiture of the Deposit in order to make good any loss or damage to the Room and the Common Areas discovered by the University on inspection.
- 7.6 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).



