



## ACCOMMODATION AGREEMENT

THIS LICENCE creates legally binding obligations between the University and the Student and is governed by English law. This Licence comes into effect upon receipt of the keys/key card. This licence ends on the last day of the Period of Residence (unless it is terminated earlier in accordance with section 4). At this time, all Accommodation fees must be paid in full if not already paid.

This Licence contains all the terms agreed by the University and the student at the time it comes into effect. It does not affect the University's disciplinary powers, nor is it intended to confer any benefit to anyone who is not a party to it.

This is a Student Licence under para 8 of Schedule 1 of the Housing Act 1988.

### Definitions

Accommodation:	[Insert Room/Flat No]
Residence:	[Insert Residence Name and Address]
Common Parts:	Any shared kitchen, bathroom, common or other room/area allocated to the Accommodation and those parts of the University's property, which are necessary for the purpose of gaining access to the Accommodation.
Contents:	The University's fixtures, fittings and equipment in the Residence.
Payment:	Your first term's accommodation fees are due before the room booking expiry date. All further payments are due by the first day of each term. All debt must be paid in full at the end of the Residence. The University reserves the right to take legal action to recover any unpaid debt, and any charges incurred in recovering the debt will be the student's responsibility.
Room Booking Expiry Date:	Room bookings are cancelled 10 days from the date the room offer is issued if a payment of the first term's fees to secure the booking is not received.
Periods of Residence and charge:	(TO BE INSERTED BY ROOM SERVICE)
Rights:	To occupy the accommodation To use the Contents To use the Common Parts Use of the Services
Services:	Repair of the Residence Lighting and heating of the Residence in accordance with the University's environmental policy.

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Supply of hot and cold running water to the Residence  
Electricity and gas supply to the Residence  
Cleaning of the Common Parts

Student: [Insert student's Details]

This Licence complies with the current Universities UK/GuildHE Student Accommodation Code of Practice.

The University is a signatory to the Code and is committed to maintaining the high standards it sets for student accommodation.

### SECTION 1: Student Obligations

- 1.1 You must pay a £700 accommodation security bond and your first term's rent before moving into the accommodation.
- 1.2 You must be a current registered student to live in campus accommodation.
- 1.3 The accommodation provided is for study and residential purposes only. It must not be used for business purposes or any other non-residential activities.
- 1.4 You must pay your accommodation fees on time as detailed in your Licence. Failure to do so will result in a £100 late payment fee and can lead to the early termination of your accommodation Licence.
- 1.5 You must not sublet your room or transfer your occupancy to any other person under any circumstances.
- 1.6 Failure to comply with these terms and conditions can constitute a serious breach of this Licence and of the University's regulations, which are binding on all students from the point of registration. Such violations can result in disciplinary action or early termination of this Licence.
- 1.7 You must complete your room inventory and return it to the Accommodation Office within seven (7) days of checking in. Upon moving out, you will be charged for any damage not recorded on your inventory, not previously reported to the University, or for any missing items. A list of damage charges is available from the Accommodation Office. If damage occurs in a twin room and responsibility cannot be determined, both residents can be charged during the Licence period if the damage is identified while in residence.
- 1.8 You must inform the Accommodation Office as soon as possible if you lose your keys or key card. A replacement will be issued to you (subject to a charge).
- 1.9 You must not make or allow others to make copies of your keys.
- 1.10 You must comply with all the University's policies and regulations available at <https://www.buckingham.ac.uk/about/handbooks/regulations-handbook/> [Compliance Handbook | University of Buckingham](#)



Access.

- 1.11. You must allow the University and its authorised staff or contractors reasonable access to your room/flat for:
- inspections of the accommodation and contents.
  - repairs, maintenance, servicing and statutory safety checks (including gas, electrical and fire safety);
  - cleaning.
  - reading, installing or servicing meters or equipment.
  - pest control and other health and safety measures.
  - investigating suspected breaches of this agreement or applicable regulations.
  - showing the accommodation to prospective occupants, contractors, surveyors or statutory inspectors

In an emergency, the University and its authorised staff or contractors may enter at any time without notice. Emergencies include situations where the University reasonably believes there is:

- risk to life or serious risk to health or safety.
- fire, flood, escape of water, gas leak, or loss of essential services.
- significant actual or imminent damage to the property or neighbouring property.
- an urgent safeguarding concern.

The University may also enter without notice where required by law, by court order, or to assist the emergency services.

- 1.12 You must keep your room tidy, clear, and free of hazards to allow safe access for inspections, viewings, cleaning, and repairs.
- 1.13 You must not allow anyone into the accommodation unless they are a resident, a member of university staff, or an authorised University contractor. All staff and contractors will carry and display official identification badges

Early termination of contract

- 1.14 A Student can apply in writing for early ending of their Accommodation Licence by completing a Request *for Early Termination Form*, available from the Accommodation Department.

The University will consider granting early termination of the Accommodation Licence only in exceptional circumstances, as determined by the University.

Exceptional circumstances may include, but are not limited to, the student's serious illness or withdrawal from study at the University.



Each application must be accompanied by appropriate supporting evidence. Upon receipt of a completed application and all supporting documentation, the Accommodation Manager will review the request and make a decision.

If the application for early ending is approved. In that case, the student will remain liable for accommodation charges up to the key return date, and a two-week early termination fee will be applied upon the end of the Licence.

If the application is declined, the student has the right to appeal the decision to the **Estates and Services Manager**.

- 1.15 Until written permission for release is granted, the student must not enter into any other legally binding accommodation agreement.
- 1.16 If the Student returns their keys or key card to the Accommodation Office but still holds a valid licence, they remain financially liable for accommodation charges until formal release from the licence is granted or the licence term ends. Any outstanding balance at the point of early termination must be paid upon departure. The University reserves the right to take legal action to recover any unpaid debts.

#### Leaving and Complaints

- 1.17 Keys or key cards must be returned by 12 pm (noon) on the date specified by the Accommodation Department following the end of the licence. Late returns will incur a £100.00 per day charge.
- 1.18 When moving out, you must return your keys or key card to the Accommodation Office. If the office is closed, you can deposit them in the letterbox at the security lodge. Failure to return your keys or key card will result in the lock being changed or reprogrammed, and the associated charge will be deducted from your security bond before it is released.
- 1.19 When you move out, you must leave your room clean and tidy and ensure all rubbish is correctly disposed of.
- 1.20 Any personal belongings left behind in your room will be considered abandoned and will be disposed of without further notice.
- 1.21 If you wish to make a complaint, please do so, in writing, to the Accommodation Department at [accommodation@buckingham.ac.uk](mailto:accommodation@buckingham.ac.uk). If the matter is not resolved to your satisfaction at the informal stage, you can submit a formal complaint under the [Student-Complaints-Policy-and-Procedure.pdf](#)

## **SECTION 2: University Obligations**



### Security deposit

- 2.0 The university will hold your accommodation security deposit in its deposit account. This deposit will be returned to you within 28 days of your vacating the accommodation.
- The Student Fees Department processes all deposit refunds once they have received clearance from the Accommodation Team confirming that your room has been inspected for any damages.
- The deposit (or part of it) will be refunded as soon as possible after your departure, provided the accommodation has been inspected, no damage has been found, and you have no outstanding accommodation fees.
- If you do have outstanding accommodation fees, the university will use all or part of your deposit to cover the balance owed. If you have any questions about your deposit, please contact the Accommodation Office.
- If deductions are necessary from the deposit, you will receive an email outlining the charges and how to appeal if you disagree.

### Identity and Privacy

- 2.1 All University staff, contractors, and visitors entering the residences will be clearly identifiable and will allow you to inspect their identification badges upon request.
- 2.2 Where CCTV is in operation in communal or external areas, the University will ensure that clear signage is displayed and that all camera use complies with data protection legislation and the University's CCTV Policy and Procedure.
- 2.3 The University processes your personal data under its Student Privacy Notice, which explains what personal data is collected and how it is used. The notice can be found at: [Personal information - Students | University of Buckingham](#)

### Services and equipment

- 2.4 The University will provide the services as stated on page 1 of the Licence, in accordance with its environmental policy. All heating in university accommodation is switched off from May to September.
- 2.5 The University will carry out all necessary risk assessments and ensure that all safety equipment and fire alarms are maintained in good working order. Fire alarms will be tested weekly and serviced twice yearly, and all other safety equipment will be serviced annually.
- 2.6 The University will make every reasonable effort to ensure that kitchen facilities and equipment are maintained in proper working order.



- 2.7 The University will provide instructions on the safe and correct use of kitchen equipment and other relevant items as necessary.
- 2.8 The University can temporarily suspend use of the Common Parts if the students fail to keep them clean and tidy. However, essential services such as electricity and water will not be withdrawn.
- 2.9 The University will ensure the facilities fixtures, and furniture in the study bedrooms are maintained in proper working order.

#### Access

- 2.10 The University will make every effort to provide the student with reasonable notice (at least 24 hours) if access to the room is required for the purpose of viewings, inspections, cleaning or repairs.
- 2.11 The University will give the student 7 days' notice for any planned maintenance work that requires access to the student's room.
- 2.12

In an emergency, the University and its authorised staff or contractors may enter without prior notice at any time. An emergency includes situations where the University reasonably believes there is a risk to life or serious risk to health or safety, fire, flood, escape of water, gas leak, loss of essential services, significant actual or imminent damage to property, or an urgent safeguarding concern.

The University may also enter without prior notice where required by law, by court order, or to assist the emergency services, or where the student has reported a fault requiring urgent attention.

- 2.13 The University will make every effort to respect the student's privacy while in residence and will seek to minimise.

#### Room vacation and relocation

- 2.14 The University reserves the right to require the student to vacate and empty their room during vacation periods to allow for essential maintenance or refurbishment work. Reasonable notice will be provided where possible.
- 2.15 In exceptional circumstances, the University reserves the right to relocate the student to comparable alternative University accommodation. Every effort will be made to ensure that the alternative accommodation is suitable and that any disruption to the student is kept to a minimum.



### Portable Appliance Testing (PAT)

- 2.16 The University will test all University-owned electrical items annually. The University will also test any electrical items belonging to the student if they are made available for inspection at the required time. Any student item that fails a PAT test will be removed and stored until the student leaves our accommodation. A receipt will be left informing the student of the items removal.

### Confiscations

- 2.17 The University reserves the right to confiscate any items found in a student's room that are listed as prohibited. [Prohibited-and-Confiscation-List.pdf](#)
- 2.18 The University will provide the student with a receipt for any confiscated items; these items will be held by the University until the student moves out of the residence.

### Liability

2.19

The University's liability for loss or damage is limited to loss or damage caused by its negligence or breach of this Licence (including the negligence or breach of its employees or agents). Nothing in this Licence limits or excludes the University's liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be limited or excluded. The University is not responsible for loss caused by the Student's own acts or omissions, by third parties where the University is not negligent, or for indirect or consequential loss.

### Insurance

- 2.20 The University will provide personal belongings insurance cover for students. It is the student's responsibility to ensure this cover is sufficient to cover the value of their belongings. Students can choose to purchase additional ('top up') cover if required. The information regarding your cover is provided in the Accommodation Welcome guide which is part of your Accommodation Welcome pack given to you on arrival.

### Charges

- 2.21 The University will make every effort to identify those responsible for any damage caused to the Common Parts. If the responsible person(s) cannot be identified, the cost of the damage will be shared equally among the building's residents. For information regarding damage to individual rooms, please refer to Section 1.7 of this Agreement.
- 2.22 The University will use the £700 accommodation security bond to settle any outstanding accommodation fees, or damage charges, as per section 2.0 of this agreement.
- 2.23 The University will charge the student (or students) for any missing items, or damage to items not recorded on the room inventory, once they have moved out. A list of standard



damage charges is available from the Accommodation Office or is on the noticeboards in the residence.

- 2.24 The University will apply a cleaning charge if the room is not left clean, tidy and free of rubbish upon the students move out..
- 2.25 The University will charge the Student for a replacement key or key card and for the replacement or reprogramming of the room lock if the Student fails to return their keys or key card to the Accommodation Office upon moving out.

#### Amendments

- 2.26 The University reserves the right to amend these terms and conditions. The student will be notified in writing of any changes at the time they take effect.

### **SECTION 3: Non Arrivals**

- 3.1 The University will release all confirmed room bookings at the end of week two of term unless the Accommodation Office has been notified of a specific later arrival date.

### **SECTION 4: Termination of the Licence**

4.1

If the Student ceases to hold current registered student (or associate student) status, the University may terminate this Licence with immediate effect by written notice.

4.2

If the Student fails to pay accommodation charges when due, the University may serve written notice requiring payment within 14 days. If payment is not received within that period, the University may terminate this Licence by further written notice with effect on or after the date specified in that notice.

4.3

If the Student is placed "On Stop" under regulation 8.2 of the Student Contract (or any successor provision), the University may terminate this Licence by written notice with effect on or after the date specified in that notice. Where "On Stop" includes exclusion from University premises, the University may require the Student to vacate immediately.

4.4

If the Student commits a serious breach of this Licence, the University may terminate this Licence by written notice. Where the breach is capable of remedy, the University will normally give a reasonable opportunity to remedy; where it is not capable of remedy, or



presents a serious and/or imminent risk, termination may take immediate effect and/or the Student may be required to vacate immediately.

4.5 .

Where the Student's behaviour or circumstances pose a serious risk to the safety or welfare of the Student or others, or to the security or integrity of the accommodation, the University may require the Student to vacate immediately and may terminate this Licence with immediate effect by written notice. The University may also relocate the Student as an alternative to termination.

4.6 If the University terminates this Licence, the Student will remain liable for accommodation charges up to the ending date or the date the key or key card is returned to the Accommodation Office, whichever is later.

4.7

In exceptional circumstances where the University requires permanent relocation, the Student may elect to terminate this Licence instead of relocating.

## SCHEDULE 1 House Rules

### Behaviour

- 5.1 Any breaches of these House Rules will result in a referral to the Student Conduct Team for consideration under the Non-Academic Misconduct Policy and Procedures. The policy can be accessed here: [Final-NAMP.pdf](#)
- 5.2 Smoking is strictly prohibited within the accommodation. This includes the use of e-cigarettes, vaping devices and shisha pipes.
- 5.3 You must not use the accommodation for any illegal purpose.
- 5.4 The University operates a zero-tolerance policy towards drugs and illegal substances. You must not bring drugs, illegal substances or controlled substances into the accommodation unless you possess a valid prescription.
- 5.5 Weapons are not permitted in the accommodation, even if they are replicas or for decorative purposes.



- 5.6 You must treat all areas of the accommodation with respect and make every effort not to cause any damage.
- 5.7 You must notify the Accommodation Office as soon as possible if you have an accident which results in injury, or damage to the accommodation.
- 5.8 You must notify the Buildings and Maintenance department using this link [University of Buckingham](#), as soon as possible if the services stop working, if any item needs fixing or if any damage has occurred to the accommodation. Negligence could result in financial penalties.
- 5.9 You must not put anything harmful or which is likely to cause a blockage down the pipes, drains or sinks. Do not attach any devices to the sinks, toilets or showers.
- 5.10 You must not instruct outside contractors to do any type of work in or on the University accommodation/buildings/premises.
- 5.11 You are expected to be courteous towards the staff, your fellow residents, and any visitors and to conduct yourselves accordingly.
- 5.12 You are required to show your Student ID card to members of staff if requested to do so.
- 5.13 You are responsible for keeping your own room clean and tidy.  
Your room must be kept free from trip hazards and impediments. Your room door must open fully and must not be restricted in any way.

#### Neighbourly conduct

- 5.14 You must clean the Common Parts after you have used them. Leave them as you would like to find them. If you have been assigned one, use only your designated freezer drawer. You must lock your door and close your windows every time you leave your room. You must ensure the entrance doors close properly behind you when you enter and exit the building.
- 5.15 Animals are not permitted in the accommodation unless you are disabled and have an assistance animal. If so, please notify the University in advance. You will be held fully responsible for the animal's care and behaviour.

#### Noise

- 5.16 You must not cause any nuisance, distress, disruption, offence, or persistent disturbance to others. Noise nuisance between the hours of **11:00 p.m. and 7:00 a.m.** will result in disciplinary action. Instances of noise nuisance will initially be dealt with by the Accommodation Department; however, any further complaints may be referred to the Student Conduct Team for consideration under the **Non-Academic Misconduct Policy**, available [here Final-NAMP.pdf](#).  
You are expected at all times to avoid making noise that interferes with the comfort, study, or sleep of other residents, or the occupiers of neighbouring properties. The



University reserves the right to remove any audio equipment from the accommodation in the event of excessive noise.

### Guests

- 5.17 You are responsible for the conduct of any visitors/guests you invite into the residence. Guests must not be left in the premises without the resident being present. Under no circumstances are anyone under the age of 18 allowed to stay in our accommodation.
- 5.18 If you are residing in a twin room at Mount Pleasant, you can only have guests in the social spaces and not in your room, so as not to disturb your roommate. If you live in a single occupancy room or couples' accommodation, you may have up to a maximum of 2 guests at any one time, provided there are no objections from other residents.
- 5.19 You are not permitted to have overnight guests if you are in a twin occupancy room. If you are in a single occupancy room, you can have 1 overnight guest for a maximum of 2 nights per month.
- 5.20 You must notify the Accommodation Department if you have guests staying before their arrival.
- 5.21 Parties are not permitted in the accommodation.
- 5.22 You must be considerate of nearby residents and their property.

### Environment

- 5.22 To help the environment, do not waste resources; always turn lights off when leaving your room, and where possible, unplug electrical items and do not waste water.
- 5.23 When the heating is on it is set to a room temperature of 21 degrees.

### Health and Safety

- 5.24 For your own safety, you must leave the building each and every time the alarm goes off.
- 5.25 You must comply with the residence Fire Drill evacuation practices, which take place at least twice a year. Failure to comply (leaving the building within 3 minutes of the alarm sounding), is a disciplinary matter. Failure to comply with the Fire Drill evacuation practices will result in referral to the student conduct team for consideration under the non-academic misconduct policy. If you witness a fire in the accommodation, sound the alarm and exit the building safely. Telephone the emergency services (999) and ask for the fire brigade.
- 5.26 You must not misuse any fire safety equipment. Failure to comply is a disciplinary matter.



- 5.27 Tampering with the fire alarms is a criminal offence. You must not tamper with or cover up the smoke detectors in the accommodation. Further offences can lead to you being asked to leave the accommodation and/or suspension/expulsion from the University. You must not move the fire extinguishers from their rightful place. Failure to comply is a disciplinary matter.
- 5.28 Do not prop open fire doors. Do not fix anything to the fire doors or hang anything from them; this compromises the integrity of the fire doors. Failure to comply is a disciplinary matter.
- 5.29 You must not obstruct the fire escape routes.
- 5.30 Candles, incense sticks/burners or any other device producing a naked flame and/or smoke and/or heat are absolutely prohibited in all student rooms and throughout all accommodation blocks. Any items found will be removed and the student referred to Student Conduct. Flammable materials are not allowed in the accommodation.
- 5.31 Please refer to the University's prohibited items list to ensure compliance with what is and is not permitted in the accommodation.
- 5.32 The University reserves the right to remove on sight any item that could potentially cause harm.
- 5.33 Do not tamper with the electrics, the gas installations, the boilers or the heating settings.
- 5.34 Do not overload the sockets and keep electrical cables tidy so as not to be a trip hazard. The University reserves the right to ask you to have personal electrical items tested. The University reserves the right to remove from a student's room any items that are deemed electrically unsafe.
- 5.35 You must conduct yourself in such a way as not to put the health and safety of others at risk.
- 5.36 You must conduct yourself in such a way as not to do anything that would be considered a fire risk.
- 5.37 You must not light any fires either in the accommodation or on the University grounds.
- 5.38 For your own safety, and the safety of others, you must not deep fry food.
- 5.38 Any soft furnishings that you bring into the accommodation must comply with Crib 5 fire regulation standards.
- 5.39 When you move out you must return your key card to the Accommodation Office. If the Accommodation Office is closed, they can be put in the letterbox located at the security lodge. Failure to return your keys to the Accommodation Office will result in a £100 charge.
- 5.40 When you move out you must leave your room clean, tidy and dispose of any rubbish.



Confiscations

- 5.41 The University reserves the right to confiscate from the student's room, items which are on the prohibited items list. [Prohibited-and-Confiscation-List.pdf](#)
- 5.42 The University will give the student a receipt for items that are removed from rooms. The university will hold these items until the student moves out of the accommodation.