

## **The Conditions:**

### **1. GENERAL INFORMATION**

- 1.1 The University of Westminster policies and regulations (in this Agreement called “the Policies”) apply to students living in the Halls of Residence (except where the Policies conflict with or are inconsistent with any provision of this Agreement). Details of the Policies can be found in the University’s Essential Information for Students Postgraduate and Undergraduate Guides on the University’s website at <http://www.westminster.ac.uk/study/current-students/resources/student-code-of-conduct> or in hard copy on request from the Academic Registrar’s Department, University of Westminster, 115 New Cavendish Street, London W1W 6UW, telephone +44 (0)20 7911 5000.
- 1.2 In the circumstances referred to in the First Schedule to this Agreement Administration Charges will be payable and may be deducted from the Damages Deposit. Details of the amount of the Administration Charges are also set out in the First Schedule to this Agreement.

### **2. STUDENTS’ OBLIGATIONS**

The Student agrees with the Licensor to comply with the following obligations.

#### **2.1 Payments**

- 2.1.1 To pay the Licence Fee and the Damages Deposit to the Licensor on the due dates specified in paragraphs 5 and 6 of the Licence Details.
- 2.1.2 To pay to the Licensor promptly when notified of the amount interest at a rate of 5% on payment of the Licence Fee or Damages Deposit for the period it is overdue.
- 2.1.3 To pay to the Licensor promptly when notified of the amount of the Administration Charges.

#### **2.2 Cleaning and Repairs**

- 2.2.1 Not to damage or permit damage to the Accommodation (including the furniture and fittings in it) or to damage or permit damage to any other part of the Halls of Residence nor to damage or injure any person or the property of any person (including the Licensor) in the Halls of Residence.
- 2.2.2 To keep the Accommodation clean and tidy and not to cause any other part of the Halls of Residence to become dirty or untidy.
- 2.2.3 To report any damage or need for repair to the Licensor promptly on discovery.
- 2.2.4 Not to alter or re-decorate the Accommodation (including the furniture or fittings in it) or fix anything to the walls, ceilings, doors or windows of the Accommodation.
- 2.2.5 To permit the Licensor and/or all persons authorised by the Licensor to have access to the Accommodation at all reasonable times:
- (a) to inspect it and any furniture and fittings in it and, while the Licensor may inspect more often, there will be at least one inspection in each of the periods mentioned in paragraph 5(b) of the Licence Details to ensure that the terms of this Agreement and in particular clause 2.2.2 are being complied with; and/or
  - (b) to carry out cleaning or any works of maintenance or repair which the Licensor may reasonably consider to be necessary; and/or
  - (c) to allow prospective occupiers or purchasers to view it.

In all cases, the Licensor will where at all possible give the Student at least 24 hours notice but must be able to obtain access on short notice or without notice in the case of emergencies. In the event of the Student not being present at the particular time when access is required the Licensor will be permitted to have access to the Accommodation and may use a duplicate key to obtain access.

- 2.2.6 If any damage is caused to the common parts of the Halls of Residence by students and it is not possible to identify the person or persons responsible for such damage, the Student will pay to the Licensor an amount (“the Communal Charge”) unless the Student is able to demonstrate that the Student was not present at the incident which caused the damage (“the Incident”).
- (a) the Communal Charge shall be charged in accordance with the University’s policy and calculated as the reasonable cost to the Licensor of repairing such damage and a reasonable administration

charge divided by the number of occupiers of the Halls of Residence (excluding any occupiers who can demonstrate that they were not present at the Incident).

### 2.3 Use and Occupation of Accommodation

- 2.3.1 Not to allow any other person to occupy the Accommodation except as allowed by this clause 2.3 or clause 2.8 and in any case not to allow persons under the age of 18 to occupy the Accommodation.
- 2.3.2 Not to assign or transfer the benefit of this Agreement or the Accommodation to any other person or allow any other person, other than the Student and / or Authorised Occupier into occupation of the Accommodation.
- 2.3.3 If the Student wishes to leave the Accommodation and terminate this Agreement and:
- (a) if the Accommodation is allocated by the Licensor and is required by an enrolled student with the University of Westminster in accordance with its allocation policy (copies of which can be obtained from the University of Westminster Student Housing Services); and
  - (b) the Student pays the Administration Charge
- this Agreement will end on the date agreed in writing by the Student and the Licensor and the Student will be refunded an appropriate portion of any Licence Fee already paid.
- 2.3.4 To use the Accommodation as a private residence only and not for any other purpose and may not use the Accommodation to host parties.
- 2.3.5 Not to behave in the Halls of Residence in such a way as to be a nuisance annoyance or inconvenience or in a manner that is bullying or intimidating to any other occupier of the Halls of Residence or the owners or occupiers of premises in the vicinity of the Halls of Residence or so as to cause or be likely to cause injury, damage or distress to such persons or their property or the property of the Licensor.
- 2.3.6 Not to use the Accommodation or any other part of the Halls of Residence for any illegal or immoral purpose or in such a manner so as to bring the University of Westminster into disrepute and in particular not to commit a criminal offence in or in the vicinity of the Halls of Residence.
- 2.3.7 The Student is permitted during the Licence Period to share the Accommodation with the Authorised Occupier (if any) named in the Licence Details subject to compliance with the following conditions:
- 2.3.7.1 No relationship of landlord and tenant shall be created between the Student and the Authorised Occupier.
  - 2.3.7.2 The Authorised Occupier shall comply with the terms of this Agreement, but shall not be required to comply with clauses: 2.1.1 – 2.1.3.
  - 2.3.7.3 The Licensor may terminate the Authorised Occupier's licence with immediate effect on a breach by the Authorised Occupier of clause 2.3.7.2.
  - 2.3.7.4 Following termination of the Authorised Occupier's licence pursuant to clause 2.3.7.3 the Authorised Occupier shall be provided with reasonable opportunity to collect personal belongings from the Accommodation.
  - 2.3.7.5 The Licensor may in addition to its rights under clause 2.3.7.3, terminate the Authorised Occupier's licence on 4 weeks' notice in writing.
- 2.3.8 With respect to the extended Licence Period, including the summer vacation, if the Student is given notice in accordance with paragraph 2 of the Licence Details, the Student will move on or by the date referred to in that paragraph 2 to the accommodation referred to in the notice.

### 2.4 Policies

- 2.4.1 To read, understand and comply with the Policies referred to in paragraph 1.1 including without limitation, the bed bug policy.

### 2.5 Security

- 2.5.1 To report lost or stolen keys or entry cards to the Licensor promptly and to pay to the Licensor a reasonable charge to cover the replacement of keys/entry cards and locks.
- 2.5.2 When leaving the Accommodation or the Halls of Residence to ensure that doors and windows are securely closed and locked behind them.

- 2.5.3 Not to give keys or entry cards to anyone else or to make copy keys or entry cards.
- 2.5.4 Not to allow any person who is not known to the Student in to the Halls of Residence and to report any suspicious person or item to the manager or staff on duty in the Halls of Residence.

## 2.6 Health and Safety

- 2.6.1 Not to interfere with or misuse any fire fighting or fire detection equipment safety signs or notices that are provided and displayed in the Halls of Residence for the protection and guidance of occupiers. The Licensor may make a reasonable charge to cover any loss or damage caused by such interference and on breach of this obligation the Licensor is entitled to terminate the Agreement in accordance with clause 5.4.
- 2.6.2 To leave any fire doors closed.
- 2.6.3 Not to bring or keep any dangerous combustible explosive or illegal substance or thing into or in the Accommodation or the Halls of Residence and not to use candles incense electric fires oil burners or heaters in the Accommodation or the Halls of Residence.
- 2.6.4 Not to obstruct fire exit routes.
- 2.6.5 To comply with all emergency and evacuation procedures (including fire drills). **Details of all procedures will be found in the Accommodation.**
- 2.6.6 Not to use electrical equipment in the Accommodation or the Halls of Residence unless a PAT certificate has been obtained by the Licensor or wire any electrical equipment to or from the Accommodation to any other part of the Halls of Residence or overload any electrical socket with additional sockets, adaptors or appliances. The Licensor reserves the right to remove any electrical equipment found to be dangerous or unsafe or any wiring. The Licensor will make a reasonable charge to the Student for each PAT certificate supplied.
- 2.6.7 Not to lean out of or throw items out of windows in the Halls of Residence or to go out on to the balconies in any of the Halls of Residence.
- 2.6.8 Not to bring any item of furniture into the Accommodation or the Halls of Residence without permission from the Licensor and any such item of furniture must conform to the standards required by BS5852 Fire Testing and BS7176 Resistance to Ignition (Upholstered Furniture), April 2004.
- 2.6.9 Upon becoming aware of any defect or other matter relevant to Health and Safety to report the details to the Licensor promptly.
- 2.6.10 To attend any induction course provided by the University for residents of the Halls of Residence and to be familiar with the relevant Health and Safety requirements for the Accommodation and the Halls of Residence.

## 2.7 Noise

- 2.7.1 To keep noise to a minimum at all times and especially between 23.00 hours and 08.00 hours.
- 2.7.2 Not to use audio visual equipment in the Accommodation in such a way as to disturb other occupiers of the Halls of Residence and not to use any equipment for the reproduction of amplified music after 23:00 hours.

## 2.8 Guests

- 2.8.1 To ensure that guests invited into the Halls of Residence by the Student do not cause disturbance to other occupiers of the Halls of Residence. The number of guests visiting at any one time must not exceed 2. Further guests are permitted with the consent of the Hall Manager who is available between 09.00 hours and 17.00 hours and consent must be obtained at least 24 hours prior to the arrival of such guests.
- 2.8.2 To ensure that Students' guests leave the Halls of Residence immediately upon being reasonably requested so to do by the Licensor.
- 2.8.3 To ensure all guests sign in and out when entering and leaving the Halls of Residence.
- 2.8.4 Not to allow guests to stay in the Accommodation overnight without the prior permission of the Licensor not to be unreasonably refused and not in any event for more than 2 nights in any one week and not more than 1 guest at any one time. With respect to Marylebone Hall the total number of overnight guests is restricted to a maximum of 14 per night and permission is given at the discretion of the Hall Manager.
- 2.8.5 To ensure that all guests staying overnight are issued with passes which can be obtained from the reception office of the Halls of Residence. Guests will not be allowed entry to the Halls of Residence

without producing the pass and sufficient identification of the guest (such as passport, driving licence, student card or other document which includes photographic identification).

- 2.8.6 To ensure that Students' guests leave the Halls of Residence by 23.00 on Sunday - Thursday (inclusive) and by 24.00 on Fridays and Saturdays (unless permitted to stay overnight pursuant to this Clause 2.8); guests arriving less than 30 minutes before 23.00 or 24.00 will only be permitted entry at the discretion of the Hall Manager or other person in charge.

## 2.9 Pets

Not to keep any animals birds reptiles or insects in the Accommodation except that any occupier that is registered blind may keep a guide dog.

## 2.10 Cooking

- 2.10.1 The Student will only cook, use kettles, toasters or other kitchen equipment in the kitchen facilities provided and not in any other part of the Accommodation or the Halls of Residence.

- 2.10.2 To clean the kitchen equipment after use by the Student and not to cause the kitchen to become dirty and untidy.

## 2.11 Smoking

- 2.11.1 Not to smoke cigarettes, shisha or any other tobacco based product of whatever nature in the Accommodation or the Halls of Residence.

- 2.11.2 Not to smoke e-cigarettes in the Accommodation or in the Halls of Residence.

## 2.12 Bicycles

Not to keep a bicycle inside the Halls of Residence; bicycles must be parked in designated areas (where available).

## 2.13 Enrolled Student

To be enrolled as a full time student of the University of Westminster throughout the Licence Period, unless residing at the Accommodation as an Authorised Occupier pursuant to clause 2.3.

## 3. LICENSOR'S OBLIGATIONS

- 3.1 The Licensor will allow the Student to occupy and use the Accommodation without interference from the Licensor.

- 3.2 The Licensor will ensure that the Halls of Residence are repaired and maintained in accordance with the statutory regulations that apply to them.

### 3.3

- 3.3.1 The Licensor will use reasonable endeavours to ensure that appropriate personnel or contractors attend at the Halls of Residence or the Accommodation (as the case may be) to deal with defects in accordance with the performance standards set out in the Second Schedule.

- 3.3.2 The fact that any type of defect is mentioned in the Second Schedule does not constitute an admission by the Licensor that the Licensor is legally obliged to deal with the same or will have any liability for any loss which may result from the same.

## 4. DAMAGES DEPOSIT

- 4.1 The Damages Deposit, payable by the Student, will be held by or on behalf of the Licensor and the Licensor may deduct from the Damages Deposit (in addition to its other rights under this Agreement):

- 4.1.1 a reasonable sum to compensate the Licensor for any cost or loss incurred by the Licensor because the Student's Obligations set out in Section 2 of this Agreement have not been complied with by the Student and / or the Authorised Occupier.

- 4.1.2 any payment due to the Licensor under this Agreement which is overdue.

- 4.1.3 Administration Charges due to the Licensor under this Agreement.
- 4.2 Within 6 weeks of the end of the Licence Period or earlier termination of this Agreement the Licensor will repay the Damages Deposit to the Student less any deductions made as referred to in clause 4.1.
- 4.3 Nothing in this clause 4 or anywhere else in this Agreement shall operate so as to limit the Licensor's right to recover from the Student the full amount of any loss and damage caused by any breach of the Student's Obligations contained within this Agreement caused by the Student and / or the Authorised Occupier, and for the avoidance of doubt the Licensor may seek to recover such losses from the Student notwithstanding that the amount of such losses is greater than the sum held at any time by way of Damages Deposit.

## 5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement may be terminated in the ways set out in this paragraph 5.
- 5.2 This Agreement will terminate if the Student is no longer enrolled with the University of Westminster as a full time student and in those circumstances the Licensor may require the Student and / or the Authorised Occupier to vacate by giving not less than 4 weeks' notice in writing to the Student.
- 5.3 If and whenever the Licence Fee or any part of the Licence Fee is not paid within 21 days of becoming due (whether formally demanded or not) or if and whenever there is any breach of or non-performance of the other Student's Obligations which is not a minor breach the Licensor shall be entitled to give the Student notice requiring the Student to pay the arrears of the Licence Fee and/or to put right the breach and specifying a reasonable time to do so and if the Student fails to pay the arrears of the Licence Fee and put the breach right within that time, the Licensor may give the Student not less than 28 days' notice to terminate this Agreement.
- 5.4 On a breach of clause 2.6.1 of the Agreement the Licensor shall be entitled to terminate the Agreement on not less than 4 weeks' notice to the Student.
- 5.5 If as a result of a disciplinary hearing pursuant to the disciplinary procedure of the University of Westminster the Student is excluded from the University with immediate effect, this Agreement shall come to an end and the Student will vacate on being given reasonable notice in writing of not less than 4 weeks. The University of Westminster's disciplinary procedure can be found at the website referred to at paragraph 1.1 above.
- 5.6 At the end of the Licence Period or where the Licensor terminates this Agreement the Student must vacate the Accommodation by 10.00 hours on the day of termination and remove from it all personal belongings and return all keys to the Accommodation and the Halls of Residence to the Licensor.
- 5.7 If the Student does not vacate the Accommodation in accordance with this paragraph 5, the Licensor may apply to the court for an order for possession and may claim from the Student such costs of those proceedings as the court will allow.
- 5.8 The termination of this Agreement will not cancel any outstanding liability the Student has to the Licensor at the date of termination.

## 6. NOTICES

- 6.1 The Student shall serve notice upon the Licensor (including notices in proceedings) at the following address:
- Estates and Facilities Department  
University of Westminster, Cavendish House, 101 New Cavendish St  
London W1W 6XH
- 6.2 Any notices to be given to or served upon the Tenant by the Licensor may be posted to the Tenant at the Accommodation or left in the Accommodation, and shall be deemed served at the time of posting or at the time the notice is left at the Accommodation.

7. Nothing in this Tenancy Agreement will create rights in favour of anyone other than the parties to this Tenancy Agreement.

#### THE FIRST SCHEDULE

##### 1. The Administration Charges

1.1 A fee of £50 will be payable by the Student in the following circumstances:

- (a) in the event that the Student wishes to terminate this Agreement before the end of the Licence Period and the Licensor agrees to allow early termination (but without being under any obligation to do so). The Student will continue to be liable to the Licensor for the payment of the Licence Fee and compliance with the Students' Obligations unless and until the Licensor confirms (in writing) that this Agreement has been terminated.
- (b) in the circumstances set out in clause 2.3.2.

1.2 A fee of £25 will be payable by the Student:

- (a) if any cheque provided by the Student is dishonoured or has to be re-presented or credit card payment is declined.

2 The Student will pay the Licensor the amount of any professional costs reasonably incurred by the Licensor in recovering from the Student any payment due under this agreement which has not been paid for one month after it has become due.

#### THE SECOND SCHEDULE

##### Performance Standard

Immediate Call Out - attendance within 4 hours of notification of Licensor or Manager. Defects warranting this action are those affecting the Health and Safety of the occupants, the security of the building, the overall habitability of the building or a defect which prevents all students residing or studying in their Accommodation.

Defects into this category include the following:

Gas leaks, loss of heating to building, no toilets or bathrooms within building, loss of water to building, loss of electricity to building, lack of access to accommodation, floods and major roof leaks, fire alarm defects, persons trapped in lifts, main building locks not working.

Two Day Call Out - within 2 working days of notification of Licensor or Manager. Defects warranting this action are those that significantly affect the well-being of the building occupants or a defect that limits the Student's ability to study or reside in their Accommodation but does not prevent the same.

Defects into this category include the following:

Failure of individual room heating, single light failures, single bathroom failure, broken door closure, broken window, CCTV defective.

Cyclical Repairs - within one month of notification of Licensor or Manager. Defects warranting this action are those which represent a nuisance level to the occupants rather than a major inconvenience but does not prevent the Student's occupation or use of the building or their Accommodation.

Defects into this category include the following:

Dripping taps, loose cupboard doors, broken bed, loose door trim.