ACCOMMODATION LICENCE AGREEMENT AND CONDITIONS OF RESIDENCE

THIS LICENCE AGREEMENT IS AN AGREEMENT FOR OCCUPANCY AND PERSONAL TO YOU AND DOES NOT CREATE A TENANCY. A TENANCY IS A RIGHT IN THE PROPERTY AND A LICENCE DOES NOT CREATE THIS RIGHT.

This Licence Agreement is made between You and the University at either:

a) (if you are booking through the Accommodation Portal), the time You receive an Accommodation Acceptance Confirmation from us confirming Your Room has been booked; or if you are booking in person at your Campus Facilities Information Hub, at the time the University representative and you have physically signed this Licence Agreement; or

b) (if you are completing and returning the Licence Agreement via manual process, e.g. post), at the time You receive an Accommodation Acceptance Confirmation from us that your signed Licence Agreement has been received and that Your Room has been booked.

In each case, this Licence Agreement will then be a legally binding document from that date, and both parties will be bound by it.

You should pay particular attention to the provisions relating to the right of the University to suspend this Licence Agreement (clause 3 below) and terminate this Licence Agreement (clause 7 below)

1.0 Definitions

"**University Accommodation**" means the residences under the terms of a licence agreement available for occupation by students of the University. Your local Facilities Information Hub that manages the University Accommodation on behalf of the University can be found on each campus.

"**Accommodation Acceptance Confirmation**" means the notice given to you after you have completed the offer acceptance process on the Accommodation Portal or have completed and returned the Licence Agreement via manual process, e.g. post, in each case, this Accommodation Acceptance Confirmation will not be issued until you have accepted this Licence Agreement and made the Advance Licence Fee Payment. Receipt of the Accommodation Acceptance Confirmation means that Your Room is guaranteed and our contract becomes legally binding on both You and the University.

"**Accommodation Portal**" means the online facility available at:-

https://www.wlv.ac.uk/university-life/accommodation/

That you will use to accept your Offer Letter and to conclude the contract with the University.

"**Room**" means a single person occupied unit being a part of the University Accommodation detailed in the Offer Letter, which is occupied as an individual private study room by You, including the fittings, soft furnishings and effects as set out in the room inventory form that can be found in the, Living in Accommodation 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 occupier of the Room and other occupiers at the specific University Accommodation.

the "Residential Year" is the period as identified in the Offer Letter. Please note that the Residential Year will not necessarily start and finish on the same dates as the Academic Year, and it will vary depending on the duration of your study, but You will be provided with details of this in your Offer Letter.

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

"You" means You, a student at the University to whom the Offer Letter is addressed.

the "Licence Fee" means the fee for a Room for the Residential Year as set out either in or provided alongside your Offer Letter and Licence Agreement. Further detail is set out in clause 4.1 below. The Licence Fee includes energy, computer network connection facility and Students Personal Effects Insurance details of which can be found at:-

https://www.wlv.ac.uk/university-life/accommodation/faqs/

"Advance Licence Fee Payment" means a sum of no more than £500 payable against the Licence Fee on acceptance of the Licence. You will be given details of the exact amount as part of your Offer Letter.

The "**University**" means University of Wolverhampton "the Licensor", Wulfruna Street, Wolverhampton, WV1 1SB who are a member of UUK Code of Practice, Consumer Credit License Number: 359910

The "**Student Code of Conduct and Disciplinary Procedure**" means the regulations governing student conduct and discipline which apply to all students and can be found at:-

www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/

"The University Complaints Procedure" means the procedure for making a complaint, which apply to all students and can be found at:-

www.wlv.ac.uk/current-students/conduct-and-appeals/current-student-complaints/

"**Living in Accommodation Guide**" means an information booklet provided to You and can be obtained from the Facilities Support Services Portal,

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/

Or from the Facilities Information Hub if you are completing your booking in person.

"**Facilities Information Hub**" means the University Facilities Information Hub which are situated on your Campus which is operated by the University and manages this Licence Agreement on behalf of the University.

"The University Accommodation Student Conduct and Wellbeing" can be found in the Living in Accommodation Guide and sets out the procedure to deal with any misdemeanours carried out by students within the University Accommodation and can be found at:-

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/

"Accommodation Debt Management Policy" can be found on the University web pages:-

https://www.wlv.ac.uk/study-here/accommodation/residential-life-/support/

This sets out the procedure to deal with any Accommodation Debt. A copy can be obtained from your local Facilities Information Hub, if required.

2.0 Occupation of Room and Use of Common Areas

2.1 Upon arrival to your Room, you 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. You are to report any issues from the inventory form that require maintenance attention on the on-line maintenance reporting system for these to be addressed, any items that are identified on the inventory form would not be deemed as a charge to the student at the end of year inspections if the faults were picked up. **IT IS IMPORTANT THAT YOU COMPLETE THIS FORM ACCURATELY TO AVOID ANY CHARGES BEING INCURRED WHEN YOU LEAVE.**

As long as you are a student at the University and, you comply fully with the terms of the Licence Agreement, including the payment of the Licence fee, you may occupy the room allocated to you as a study room private to you and, together with other students and guests, the Common Areas for the duration of the Residential Year.

2.2 Subject to payment of a £25 administrative fee, you may request a change of room from your local Facilities Information Hub during the Residential Year. The Facilities Information Hub will consider requests dependent upon the availability of alternative Rooms.

2.3 Overnight Guests

2.3.1 Subject to your application to the Facilities Information Hub in advance to have an overnight guest and to the absolute right of refusal of the University to admit the said or any other guest, you may have an overnight guest if the following additional conditions are met and continually complied with:

2.3.1.a you are required to provide both the full name and duration of stay of your guest in the application; and

2.3.1.b the duration of the stay must not be more than two consecutive nights; and

2.3.1.c you agree and accept that any failure of the Guest to comply with the Licence Agreement and University policies could result in the termination of your Licence Agreement in accordance with 7.1 below; and

2.3.1.d on application for the facility to be allowed an overnight guest, you agree to be fully responsible for all the actions of your guest whilst on the University premises.

3.0 The University's right to change the Room and the University's rights to suspend and/or terminate your occupation of the Room

3.1 The University reserves the absolute right to change Your occupation to a different Room and/or to a room in other University Accommodation on a different site and/or alternative accommodation provided on behalf of the University if the Room and/or Common Areas, in the reasonable opinion of the University become unsuitable for continued occupation including but not limited to a failure of utilities, damage to the Room and/or Common Areas or for public health reasons as a result of:

a) an event or circumstance outside of the University's control; or

b) where such action is considered absolutely necessary to protect the interests of other licensees or occupiers.

If for reasons beyond its control the University is required to suspend its normal operations and the University decides that it is not appropriate to provide alternative accommodation then the University may suspend Your right to occupy the Room. Such suspension to occupy the Room shall only be until the University resumes its normal operations. During such suspension, You will not be required to pay the Licence Fee for the Room.

When exercising the rights set out in this clause 3.1, the University shall give You as much notice of the transfer or suspension and return as is reasonably practicable in the circumstances.

3.2 The University reserves the right to move You without notice to another Room and/or University Accommodation in the event that:

a) the University Student Conduct and Wellbeing Procedure referred to above

b) and/or criminal proceedings and/or investigations are commenced against You

3.3 In addition to the University's right to end this Licence Agreement under clause 7, the University may suspend Your right to occupy the Room in the following circumstances:

a) where the University believes (acting reasonably) You present a significant risk to Yourself or the health and/or safety of other residents, students, University staff; and/or

b) You are suspended from the University.

3.4 You will have the right to appeal the suspension of the right to occupy the Room in accordance with the procedure which for reference is in the Living in accommodation guide

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/.

3.5 Upon the suspension letter being issued by the University, You will continue to pay for the Room until such time as You have removed all of Your belongings from the Room.

3.6 So far as is fair and necessary whilst any disciplinary proceedings under the Student Code of Conduct and Disciplinary Procedure and/or criminal proceedings and/or including criminal or disciplinary investigations are on-going against You, You will not be permitted to occupy accommodation in the University Accommodation until such time as any disciplinary proceedings under the Student Code of Conduct and Disciplinary Procedure and/or criminal proceedings and/or investigations are concluded. Your obligation to pay for the Room will be suspended in such instances, and the University will take reasonable steps to support You in locating temporary alternative accommodation.

3.7 If You are suspended, You must remove all items of Your belongings from the Room and return the keys to Your Room to your local Facilities Information Hub when the period of suspension commences and upon removal of all items of belongings and the return of the key, Your obligation to pay the Licence Fee will cease. You will be entitled to resume Your occupation of the Room, or if no longer available, at an alternative accommodation, if the suspension is suspended or ended and where You remain a student at the University.

4.0 Payments & Fees

4.1 The Licence Fee is

a) if booking through the Accommodation Portal, notified to you as part of the on-line process prior to you confirming that you want to book a Room

b) if booking in person at the Facilities Information Hub in a supporting payment leaflet (that will provide you with details of the Licence Fee and payment methods) that you will be provided with at the same time as you are given a copy of your Licence Agreement

c) if completing the Licence Agreement via the manual process, e.g. post, the supporting payment leaflet (that will provide you with details of the Licence Fee and payment methods) will be sent out with your Licence Agreement and shall be paid in instalments (in accordance with the instructions set out in an invoice to be given to you shortly after you have checked into your Room), to the Facilities Information Hub, which collects those instalments on behalf of the University. You are responsible for the Licence Fee for the duration of the Residential Year.

4.2 Acceptance of an offer of a place in University Accommodation must be accompanied by payment of the Advance Licence Fee Payment. Depending on how you accept your Offer Letter, this is payable in three ways:

a) You will be asked to make the Advance Licence Fee Payment via this Accommodation Portal at the time You elect to accept the Offer Letter and this Licence Agreement using the Accommodation Portal.

b) You will be asked to make the Advance Licence Fee Payment directly to the University's representative at the time you accept the Offer Letter and this Licence Agreement in person at the Facilities Information Hub. They will be able to give you further information about what payment methods the University accepts.

c) You will be asked to make the Advance Licence Fee Payment directly to the University at the time you accept the Offer Letter and return the Licence Agreement to the University by post or other manual means (other than in person) as part of that manual application. Details of how you can make such payment will be provided at the time we send you the Offer Letter and Licence Agreement.

The Advance Licence Fee Payment is deducted from the last Licence Fee instalment payable by You in the relevant Residential Year, which will be one of the following options, depending on the duration of your programme (as confirmed in your Offer Letter):

a) for full-time students: the Advance Licence Fee Payment will be deducted from the last instalment (which will be notified to you before you accept you Offer Letter) of Licence Fee payable in the Relevant Year

b) for a semester 1 student: the Advance Licence Fee Payment will be deducted in October of the Relevant Year

c) for a semester 2 student the Advance Licence Fee Payment will be deducted in February of the Relevant Year.

4.3 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 You a notice to vacate the Room where You have failed to pay the Licence Fee or relevant proportion having been asked to do so within a reasonable time by the University having applied the Accommodation Debt Management Policy. If You are experiencing difficulties in paying the Licence Fee instalments by the due dates, You should contact the University Facilities Information Hub **prior to** the due date for payment in accordance with the Accommodation Debt Management Policy:-

Debt Management Policy

The University reserves the right to charge a reasonable and properly incurred administration fee to cover its costs in pursuing outstanding charges from You. For the avoidance of doubt, if Your debt is referred to an external agency for collection, an additional charge of £200 will be payable to cover the costs associated with this recovery process.

4.4 If You do not obtain a place on a course at the University of Wolverhampton, this Licence Agreement will automatically terminate, and You will receive a full refund of any Licence Fee and/or Advance Licence Fee Payment You have paid. (Written confirmation of this refusal will be required from UCAS or the University of Wolverhampton).

4.5 Should You cancel Your Licence Agreement before the agreed dates of occupancy (i.e. if you do not commence your occupation of the Room as agreed) as set out in the Offer Letter, for a reason other than as set out in clause 4.4 above, the University will be entitled to retain a proportion of the Advance Licence Fee Payment You have made to cover any reasonable and properly incurred costs associated with Your cancellation. Please refer to accommodation web pages for explanation of costings.

https://www.wlv.ac.uk/university-life/accommodation/downloadable-documents/

under what happens to your rent in advance payment.

4.6 A charge of £30 is made for a replacement of each lost key fob and £40 for the replacement of each lost key, which shall be paid by You direct to the University. You 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 the Facilities Information Hub will not charge.

4.7 Disciplinary warnings will be sanctioned where in the reasonable opinion of the University You fail to maintain reasonable standards of cleanliness and tidiness. Details can be found in the Living in Accommodation guide.

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/

4.8 If damage is caused to the Room or its contents by You or Your guest, You shall be responsible for reporting the same to your local Facilities Information Hub and in accordance with clause 2.3.1.d above for the costs involved in repairing such damage or replacing such items, which are beyond economic repair. These charges are published within the Living in accommodation guide.

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/

4.9 If damage is caused to the Common Areas, You shall, together with all other occupants of the flat or corridor or accommodation where the damage has occurred, report to your local Facilities Information Hub and account to the University for a Reasonable Proportion of the cost of remedying the damage as determined by the University. Before allocating the cost of damage in this way, the University will take such appropriate steps to determine the person responsible for the relevant damage, and the proportion will only be allocated in such a way where the University has not been able, following reasonable investigation, to identify the person or persons responsible for the damage. You shall receive an e-mail from the Facilities Information Hub setting out the nature of the damage, the charges to be levied and the appeal procedure. The charges are set out in the Living in accommodation guide in Accommodation, but there may be additional items as this list is not exhaustive.

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/

Note: When living in the University Accommodation, You are part of a community of students for the period of the Licence Agreement. Like any other community, it depends on each and every member playing a part in ensuring its safe and efficient running.

You may appeal in writing as set out in the email received against the imposition by the University of the cost of the damage in relation to this clause to your local Facilities Information Hub within 7 working days of the date of the notice of the charge, if the appeal is received after 7 working days the appeal will not be addressed.

4.10 Save where expressly provided for elsewhere in this Licence Agreement, no refund of any portion of the Licence Fee will be made to You if You vacate the room without the permission of the Facilities Information Hub for any reason at any time during the Licence Period. You acknowledge that by accepting the Licence Agreement, You may subject to the terms of the licence agreement occupy that Room for the Licence Period, and agree to be responsible for those costs during the Licence Period regardless of whether you choose to live elsewhere during the Licence Period.

5.0 Your obligations

You will not do anything that may hinder estate management and the efficient running of the University and will comply with all reasonable instructions issued by the University.

In particular, You will:

5.1 abide by the University code of conduct Disciplinary Procedure and the accommodation Licence Agreement.

www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/

5.2 comply with all University and statutory health and safety, fire safety guidance and regulations details of which are included in each of the communal kitchens within the University Accommodation and fire and evacuation procedures are also included on the bedroom door of each Room.

5.3 shall not bring, nor knowingly allow a guest to bring into or possess or use or deal within the University Accommodation any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971.

5.4 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. This includes pressurised gas storage containers e.g. Nitrous Oxide gas canisters

5.5 shall not interfere with any fire alarm, smoke detector, fire extinguisher, fire exit, fire doors 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, invoking the University Disciplinary Procedure as, described within the Student Conduct and Wellbeing procedure or the Living in Accommodation Guide.

5.6 not smoke any substance or e-cigarette anywhere within the University Accommodation as disciplinary action as described within the disciplinary procedure may be imposed

5.7 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.

5.8 shall not do anything that will put the health and safety of the other residents or University staff at risk.

5.9 shall follow Guidelines for the prompt evacuation of any area of the University Accommodation in the event of a fire alarm details of which are included in each of the communal kitchen within the University Accommodation and fire and evacuation procedures are also included on the bedroom door of each Room.

5.10 in the interests of the well-being of fellow residents, You shall not engage in anti-social behaviour within the University Accommodation.

5.11 not impede University staff in the performance of their duties and comply with reasonable instructions issued by the Facilities Information Hub and any other staff or persons acting on behalf of the University.

5.12 ensure that all noise is kept to a reasonable level between 11:00 p.m. and 8:00 a.m.

5.13 shall not permit parties to be held in the University Accommodation without the written permission of the Security Manager.

5.14 not cause damage, annoyance or nuisance to other residents or staff in the University Accommodation, or to occupants of neighbouring properties.

5.15 no pets to be allowed in the Room or elsewhere in the University Accommodation save for any registered assistance or guide dog.

5.16 keep the Common Areas clean and tidy.

5.17 not to remove any fixtures fittings furniture or equipment from the Room or Common Areas or to change or damage the decorative finish.

5.18 not to store bicycles or personal items in the Common Areas.

5.19 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.

5.20 not behave in such a manner as to bring the University into disrepute.

5.21 not to do or to allow to be done anything, which may adversely affect the University's insurance (see below) or the structure of the University Accommodation.

5.22 check in accordance with clause 2 above and this clause 5.22 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 2 working days after moving in and report any repairs/maintenance using the online maintenance reporting system. The room inventory form is also available upon Your arrival from the Reception points.

5.23 It is the responsibility of You to purchase a TV Licence for Your Room and for the Common Areas.

5.24 not to store or charge electric bikes and scooters in the Room or Common Areas

5.25 Except in cases of the University's proven negligence, the University will not be liable for the loss of or damage to, the Licensees personal property in the University Accommodation. Licensees are required to read and familiarise themselves with the University's insurance cover for residences. Please refer to the insurance providers' web site

https://www.wlv.ac.uk/university-life/accommodation/accommodation-information/

6.0 University's obligations

During the Residential Year, the University agrees to be bound by the provisions of this clause 6:

6.1 will in accordance with the terms of this Licence Agreement allow to occupy an allocated or temporary Room and Communal Areas for the Licence term as provided for in clause 2.

6.2 to give reasonable notice (save in the case of emergency where no notice is necessary, for example flooding or an electrical fault), to You of the intention of the University or its agents or contractors to enter the Room in order to inspect the condition of the Room and the contents and to carry out repairs as appropriate.

6.3 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 to You or 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 Your expense, until collected by You and removed from University grounds. If at the end of the *Licence Agreement* You have still not collected the article, the University will give You 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 may be reclaimed from You.

6.4 If the University's provision of energy and utilities, which is included as part of the Licence Fee, is affected by an event outside our control then the University will contact You as soon as possible to let You know and the University will take steps to minimise the effect of the disruption. Provided the University does this, the University will not be liable for delays caused by the event but if there is a risk of substantial disruption of a duration of more than three calendar months, You may contact us to end the Licence Agreement and receive a refund for the proportion of the remaining *Licence Agreement*.

6.5 If You have any questions or complaints about the services provided to You by the University under this Licence Agreement, please contact your local Facilities Information Hub in the first instance.

7.0 Termination by the University and by You and what happens at the end of the Licence Agreement

Termination by the University

7.1 This Licence Agreement may be terminated on notice by the University, in the event of,

a) You ceasing to be a student at the University; and/or

b) You committing a serious breach or persistent of Your obligations under this Agreement, and You failing to remedy those or that breach after being given a reasonable opportunity to do so

c) the University reasonably believing that Your behaviour is such that Your removal from the Room is necessary to protect the well-being of You or any other residents at the University Accommodation or to prevent reasonable damage; and/or

d) You failing to make an instalment of the Licence Fee, having been asked to do so within a reasonable period by the University following the process set out in the Debt management Policy

e) the University considering Your behaviour to constitute a serious risk to the health, safety or welfare of You or any other residents at the University Accommodation

f) if the Room that you occupy and/or the accommodation in which it is located requires modernisation and/or redevelopment works which in the reasonable opinion of the University necessitates that the Room and/or accommodation has to be vacated in order for such works to be undertaken safely; or

g) if the accommodation in which you occupy a Room is closed for, redevelopment for other purposes other than accommodation for students.

7.2 In the case of clause 7.1f) or clause 7.1g), the University shall only be able to terminate this Licence Agreement provided that:

a) the University has notified You in writing at the time of entering this Licence Agreement or at any time subsequently that the Room that you will or do occupy and/or the accommodation in which it is located may fall within clause 7.1f) or clause 7.1g); and

b) not less than 4 weeks after given you notice as provided for in clause 7.2a), given You not less than 3 months notice in writing of termination.

7.3 By exercising its right to terminate this Licence Agreement for non-payment 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 You any outstanding payments in addition to terminating the Licence Agreement.

Termination by You

7.4 This Licence Agreement may be terminated by You if:

a) the University is in serious breach of its obligations under this Licence Agreement and/or Your student contract for study at the University

b) You have medical welfare grounds for terminating (details of which can be found in the Living in Accommodation

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/;

c) You have academic grounds for termination (details of which can be found in the Living in Accommodation

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/;

d) You no longer wish to study at the University;

e) Where you exercise your right under clause 3.1 of this Agreement.

7.5 Where You wish to terminate as a result of an issue arising under clause 7.4 above, You will no longer be obliged to make further payments of the Licence Fee. The provisions of clause 8 apply to Your departure from the University Accommodation.

7.6 Where you have been notified in writing by the University at the time of entering this Licence Agreement or at any time subsequently that the Room that you will or do occupy and/or the accommodation in which it is located may fall within clause 7.1f) or clause 7.1g) then you shall have the right to terminate this Licence Agreement at any time by giving not less than 3 months notice in writing of termination.

7.7 If You are terminating because You are withdrawing / taking a leave of absence or transferring courses, then written confirmation of this from the appropriate school must be provided to the Facilities Information Hub before the Facilities Information Hub can consider any refund or cancellation of payment obligations.

7.8 In all cases, where You wish to exercise Your right to terminate, You acknowledge that, save where You are terminating for reasons specified in clause 7.3(a) , (b) and (e), You will continue to be liable for the full Licence Fee unless the University or You are/are able to find a replacement person to take on the outstanding liability for these amounts.

7.9 You will remain responsible for complying with this Agreement until terminated.

8.0 On departure

8.1 You will vacate the Room by 10.00 am on the day of termination of the Licence Agreement and remove all personal belongings from the Room /Common Areas and return the keys/swipe card to the relevant campus reception.

8.2 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 You 14 days' notice to retrieve the belongings and if unclaimed after such period, the University reserves the right to dispose of them. The reasonable disposal and/or storage costs incurred by the University shall be recoverable from You.

8.3 The University will inspect the Room and the Common Areas during the Residential Year (including end of term inspection), taking into account the condition of the Room, the Common Areas and the completed inventory that you prepared on your arrival (see clause 2.6). If in the University's

reasonable opinion the inventory does not match the state and condition of the Room or the Common Areas, Facilities Information Hub will invoice You the amount necessary to make good any damage or loss or significant cleaning requirement as set out in the Living in Accommodation in the moving out section

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/.

Any end of year inspection dispute over such amounts claimed must be notified to your local Facilities Information Hub within 21 days of receipt by You of notification of the amount of damage or loss payable by him or her. Any charges incurred throughout the Residential year will not be addressed at this stage, as they should have been disputed within 7 working days at the time of being notified of this charge.

This is set out in the Living in Accommodation

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/.

8.4 The University may also recover from You any further amount due in respect of any reasonable and properly incurred amount for any additional day(s) You remain in occupation of the Room beyond the agreed end date, 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) following the process set out in the Living in Accommodation

https://www.wlv.ac.uk/study-here/accommodation/downloadable-documents-/.

9.0 The University's liability to You

9.1 If the University fails to comply with its obligations under this Licence Agreement, the University will only be responsible to You for any foreseeable loss or damage suffered by You (i.e. a type of loss that is an obvious consequence of our breach or was contemplated by You and us at the time we entered into this Licence Agreement). The University will not be responsible for any loss or damage that is not foreseeable. You acknowledge that this clause 9.1 is subject to the provisions of clause 9.4 below.

9.2 Your access to the Room and the Communal Areas are provided on the basis that You are using them for Your own personal and private use, and You agree not to use them for any commercial, business or re-sale purposes.

9.3 The University does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for:

a) death or personal injury caused by the University's negligence, or the negligence of University employees, agents or subcontracts;

b) for fraud or fraudulent misrepresentation,

c) for breach of Your legal rights in relation to the provision of the accommodation services described in this Licence Agreement to you.

9.4 You recognise that there may be circumstances whereby the utilities (e.g. water and electricity supply) to your Room and Communal Areas may be unavailable for limited periods either because of work we need to do to the University Accommodation or for other reasons outside of the University's control. Where there is any disruption to these utilities, the University will take reasonable steps to re-instate these services to you as quickly and efficiently as possible, so that any disruption and inconvenience is minimised. Where there are continued or prolonged periods of time where the Room and/or Communal Areas have disrupted utility supply, the University will contact you to consider alternative accommodation for any such period of unavailability.

10.0 Other important terms

10.1 Any notice served by the University on You shall be sufficiently served if sent by first class post to You at the Room or the last known address of You or left addressed to You at the Room. You will need to ensure that the University has up-to-date contact details for You.

10.2 Any notice served by You on The University shall be sufficiently served if sent by first class post to the University of Wolverhampton at your local Facilities Information Hub.

10.3 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

10.4 This Licence Agreement is between the University and You. No other person shall have any rights to enforce any of its terms.

10.5 This Licence Agreement is governed by English law and You can bring legal proceedings in respect of the accommodation services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the services in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the services in either the Northern Irish or the English Courts. If You live in Wales, You can bring legal proceedings in respect of the services in either the Welsh or the English courts.

10.6 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how the University has handled any complaint (where You have first raise Your complaint with the University following the University's internal complaint process), You may want to contact the alternative dispute resolution provider the University uses. You can submit a complaint to the Office of the Independent Adjudicator for Higher Education, via their website at http://www.oiahe.org.uk/. They will not charge You for making a complaint and if You are not satisfied with the outcome, You can still bring legal proceedings.

10.7 For information regarding how the University will process your personal information for accommodation purposes, please see the Student Accommodation Privacy Notice, which can be accessed on the University website via the following link:-

Student Accomodation Privacy Policy

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 [4]

Signed by the Licensee _____

Date _____

Personal Details

Male/Female

Title (MR/MRS/MISS/MS/Other)

Family Name

First Name(s)

Date of Birth / /

Home Address

Post Code

Telephone No. (including code)

Mobile Phone No.

Email address

Course Details

Name of Course

Year

Student Number

Campus

Is your course of study Full time or Part time?

FT PT

Signed by the University _____

Date _____

4 A tenancy is a right in the property and a licence does not create this right.