

Licence Agreement, Terms and Conditions 2026-27

This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:

1. enter your Room at any time and for any reason (which is similar to staying in a hotel);
2. require you to move to an alternative room (again this is similar to staying in a hotel); and
3. where the Agreement Summary states that the room type is "twin", require you to share the Room with another person.

Where we exercise these rights, we will do so in accordance with these Terms and Conditions. Please note that where a building is owned or provided by an organisation other than the University (i.e. where the Licensor in the Agreement Summary is not the University), that organisation has granted authority to the University to act on its behalf in the conduct and enforcement of this Agreement.

Students should note that the acceptance of a room by signing this agreement or taking up residence constitutes an agreement to abide by the terms and conditions of occupancy and general hall regulations, which are contained in this document.

Any breach of the contractual terms and conditions and general hall regulations is an offence against the University regulations and may result in disciplinary proceedings.

Please ensure you read the following carefully – you will be asked to sign a Residence Agreement stating that you agree to these terms and conditions before you move in.

THIS AGREEMENT is made on the date stated in the Particulars between the University and the Student specified in the Particulars.

DEFINITIONS

In this Agreement, the following words and expressions have the following meanings:

“Academic Term” any period designated by the University as a term for the purpose of dividing the academic year.

“Campus” the University premises at Lincoln, LN1 3DY and each and every part of it.

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

“Facilities” the facilities and services to be provided by the University as set out in Schedule 3.

“University” the University named in the Particulars.

“Inventory” the inventory relating to the Premises issued to the student at the beginning of the Period of Residence a copy of which is set out in Schedule 4.

“Period of Residence” the period of residence granted by this Agreement starting and ending on the dates stated in the Particulars.

“Premises” the premises described in the Particulars.

“Regulations” any reasonable regulations issued by the University from time to time including (but without limiting the application of this clause) those set out in Schedule 5 of this Agreement.

“Residence Charge” the residence charge stated in the Particulars which shall include the provision of accommodation.

“Student” the student(s) named in the Particulars.

“Vacation” any interval between two Academic Terms.

1.1 A reference to any statutory provision includes any statutory amendment howsoever arising. The obligations on the Student extend to the Student’s visitors and the Student must use all reasonable endeavours to ensure the Student’s visitors behave in a manner consistent with the terms of this Agreement.

GRANT OF RESIDENCE PROVISION

2.1 The University grants to the Student the right to occupy the Premises for the Period of Residence together with the rights set out in Schedule 1 but subject to the rights of the University set out in Schedule 2.

2.2 The University will issue ID cards to students granting access to authorised residences and campus facilities.

2.3 The ID card is the Student’s responsibility and, if lost or damaged, will be charged £10.00 for a replacement.

RESIDENCE CHARGE

3.1 The Residence Charge is payable by the Student in advance at the start of the academic year. Payment by cheque is not accepted.

3.2 Where the Period of Residence commences part-way through an Academic year, a pro-rata Residence Charge for the period from the date of entry to the end of the residence period is payable on entry.

3.3 The University shall not for any reason be liable to refund any of the residential fee for room not used.

TENANCY DEPOSIT

4.1 The Student will pay the Deposit to Lincoln Bishop University on or before the date of this Agreement. The Deposit will be held in accordance with an approved tenancy deposit protection scheme (TDS).

4.2 **The Deposit will be held as security and may be used to pay for all or part of the Student’s liability for repair, replacement or as compensation connected with any of the following:**

4.2.1 Damage, to the Halls of Residence, the Room, the Flat, the Communal Areas, the Room Items and the communal Items caused by the Student, by anyone at the Halls of Residence with the Student’s permission or as a result of the Student’s negligence.

4.2.2 Reasonable costs of enforcing, rectifying, abating and remedying any breach of the Student’s obligations in this Agreement, including those relating to cleaning and those incurred in, or in contemplation of, legal proceedings.

4.2.3 Any Rent or other money due or payable by the Student under this Agreement of which the Student has been made aware and which remains unpaid at the end of the Contract. However, the Student cannot set-off the Security Deposit against any payment of Rent due to the University during the term of this agreement.

4.3 **Protection of the Deposit**

4.3.1 The Deposit is safeguarded by a recognised Tenancy Deposit Scheme, which is currently administered by:

The Deposit Protection
Service The Pavilions
Bridgwater
Road Bristol

BS99 6AA

Telephone: 0330 303 0030

Website: www.depositprotection.com

44 At the end of the Contract:

441 The University must tell the student ten working days after the end of the Contract if they propose to make any deductions from the Deposit.

442 If there is, no dispute the University will instruct the Deposit Protection Service to repay or keep the Deposit, according to the agreed deductions and the conditions of the Residency Agreement. Repayment of the Deposit or any balance of it will be made within 28 working days of the University and the Student agreeing the allocation of the Deposit.

443 The Student must inform the University in writing if the Student intends to dispute any of the deductions regarded by the University as due from the Deposit within ten working days after being told of the proposed deductions.

444 If, after ten working days following notification of a dispute to the University and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the University and the Student over the allocation of the Deposit the dispute will be referred the Deposit Protection Service for adjudication.

445 The Deposit Protection Service run an independent Alternative Dispute Resolution (ADR) Service, to resolve any dispute quickly and without any need for court action. This is an evidence-based adjudication service and requires consent of both parties.

The following regulations are written for the safety and wellbeing of the students, University staff and visitors to halls and to ensure the smooth and safe running of halls of residence.

You agree that if you break any of the regulations set out in this document you may be subject to the disciplinary procedures.

OBLIGATIONS OF THE STUDENT

5.1 Residence Charge

5.1.1 To pay the Residence Charge reserved by clause 3 at the times stated in clause 3 (whether formally demanded or not).

5.1.2 Where accommodation fees are owed to the University the student will face sanctions for non-payment under the Student Debt Policy.

5.1.3 It is the responsibility of the Student to insure the Student's own personal belongings. The University accepts no responsibility for loss or damage to personal belongings.

5.2 Care of the Premises and Common Parts

5.2.1 To keep the Premises in a neat and tidy condition (with the exception of weekly vacuuming of communal stairwell carpets carried out by University staff) and to keep clean and tidy any shared kitchen common room and bathroom/toilet facilities and other Common Parts.

5.2.2 Not to change or damage the decorative finish of the Premises or the Common Parts.

5.2.3 Not to remove any fixtures, fittings, furniture or equipment from the Premises.

5.2.4 Promptly to report any loss, breakage or damage to the premises to the Maintenance Helpdesk <https://helpdesk.bishopg.ac.uk>

5.2.5 The Student shall reimburse to the University the cost of making good all damage (including accidental damage) and loss caused by the Student or their visitors to the Premises or to the communal areas within the residence or to any of the furniture, effects or other articles provided by the University under this agreement.

5.2.6 Not to tamper with misuse or damage any equipment or other property on campus which are provided by the University in the interest of Health & Safety of persons on campus (including but not limited to firefighting equipment and fire doors).

5.2.7 Attend a fire training session arranged by the University.

5.3 University's right of entry

5.3.1 To allow the University to enter to clean (as and when required), decorate, maintain and/or examine the Premises.

5.3.2 Within 24 hours' notice, allow access for University to carry out tours to prospective students during Open Days and School Taster days.

5.4 Notices

5.4.1 Not to affix any notice or similar article at any window nor to affix any such item to the walls or ceilings of the Premises in such a way as to mark the decorative finish and to use only the notice boards provided.

5.5 Use

5.5.1 To use the Premises only as a student study-bedroom.

5.6 Assignment and sub-letting

5.6.1 Not at any time to sub-let or part with possession of the Premises.

5.7 Legislation and Regulations

5.7.1 To comply in all respects with all Regulations and

with all legislation and byelaws applicable to the Premises.

5.8 Services

- 5.8.1 Not to exceed the total load capacity of the electric sockets in the Premises.
- 5.8.2 Not to interfere with any electrical, plumbing or telecommunications installations on Campus.
- 5.8.3 Not to use in the Premises any appliance except those provided in the Premises (if any) for heating, storing food, cooking, washing or drying clothes.
- 5.8.4 Not to alter the electrical installation in the room and not to use electrical apparatus which would overload or interfere with the electrical circuit in the Premises.
- 5.8.5 To provide a valid (PAT) certificate for all electrical appliances and/or to pay for all electrical appliances to be tested in accordance with the Electricity at Work Regulations.
- 5.8.6 To ensure that any other appliance not belonging to the University complies with all relevant standards.
- 5.8.7 Not to erect or install any outdoor aerial.
- 5.8.8 Not to cause blockage or pollution of any drains.
- 5.8.9 The student shall be responsible for obtaining and paying for a Television Licence in the room.

5.9 Vacations

- 5.9.1 At the end of the Period of Residence (1 & 2) as defined in the Particulars the student shall vacate the room, but may (at their own risk) leave personal belongings in their room. At the end of the Period of Residence (3) as defined in the Particulars the student shall vacate the room and remove all personal belongings therefrom.

5.10 At the end of the Period of Residence

- 5.10.1 To return the Premises to the University with vacant possession in the state and condition required by the Student's obligations in this Agreement and in the Inventory and to return to the University all keys to the Building & Premises and to pay the University the sum of £15.00 (Fifteen Pounds) for any key which is not returned.

5.11 Expenses in connection with recovering possession

- 5.11.1 To pay all properly incurred expenses and fees (including legal and bailiff's fees) incurred by the University in collecting arrears and/or in connection with the preparation and service of a notice to quit and/or in relation to any court proceedings taken by the University.

5.12 Inventory

- 5.12.1 To check the Inventory at the start of the Period of

Residence and to notify the Accommodation Officer of the University of any discrepancies within five working days of taking occupation.

- 5.12.2 Not to damage or remove any items on the Inventory and at the end of the Period of Residence to leave at the Premises all items in the location specified in the Inventory.

5.13 Indemnity

- 5.13.1 To indemnify the University against all loss or damage suffered as a result of any breach by the Student of the Student's obligations in this Agreement.

5.14 Fire Safety

- 5.14.1 Not to tamper with any of the University's fire prevention and control equipment and to vacate the Premises (and to ensure any visitors do so) immediately whenever the fire alarm is sounded.

- 5.14.2 Pay on written demand a reasonable sum as defined in the University published schedule of charges or as required by the relevant emergency service to cover any costs incurred to the University if the Student activates a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire service or the evacuation of any buildings.

- 5.14.3 Not to use any article in the Premises which smoulders or has a naked flame.

- 5.14.4 Not to use any article in the Premises which does not comply with the current fire regulations.

- 5.14.5 Not to obstruct any designated fire escape and to keep fire doors closed.

- 5.14.6 Not to use designated fire escapes except for the purposes of emergency escape.

- 5.14.7 To complete the Fire List in the Building for everyday of the Period of Residence to comply with the University's Fire Regulations.

5.15 Incidents and accidents

- 5.15.1 To report any accident or incident to the Estates Officer as soon as possible after it occurs and, in any event, not more than 48 hours after the incident or accident.

- 5.15.2 If requested by the University, to complete an incident or accident form and return it to the Estates Officer.

RESPECT FOR OTHERS

- 6.1** You agree to keep noise at a level that does not interfere with the study, sleep or comfort of other residents, staff, neighbours and the wider local community. This includes stereos, CD players, musical instruments etc. You must

- reduce the level of noise immediately if requested to do so. In addition, when travelling to and from the hall and around the University and city, you agree to keep noise to a level that does not disturb neighbours and members of the wider community.
- 62** Not to cause any excessive or unnecessary noise in the Premises and not to cause any noise which is audible outside the Premises between the hours of 11:30 pm and 08:00 am on weekdays and 00:00 am and 08:00 am on Fridays and Saturdays.
- 63** You agree to behave with respect and consideration and use appropriate and acceptable behaviour at all times towards University staff or parties working on their behalf. Unacceptable behaviour, such as using foul or abusive language and/or threatening or intimidating behaviour may result in disciplinary proceedings.
- 64** You agree to behave with respect and consideration and use appropriate and acceptable behaviour at all times towards other residents and the fabric of the building. This includes not injuring or damaging the personal property of others or the University Property, not using foul or abusive language and/or intimidating or threatening behaviour, not using other residents' possessions without their permission or conducting any behaviour that constitutes a criminal or illegal act. In addition to the University's disciplinary proceedings, criminal acts will normally result in information being passed to the police for criminal proceedings.
- 65** You agree to keep your room in a clean state and carry out your share of cleaning in the kitchen and communal areas for which you are responsible.
- 66** You agree that if the kitchen and communal areas are not kept clean, the University may issue a warning and request that the areas be cleaned. Repeated warnings may involve a cost for additional cleaning required.
- 6.6.1** It is the responsibility of all students to take their rubbish and recycling to the relevant waste collection points.
- 67** You agree not to hold any parties without the written consent of the Accommodation Office, who will require at least 48 hours' notice of the proposed event.
- 68** You understand that all study bedrooms and communal areas (including kitchens and common rooms) are non-smoking (includes the use of e-cigarettes) areas and smoking is only permitted in the designated smoking areas.
- 69** You agree to provide proof of identification when requested, e.g., Lincoln Bishop ID card, to University staff or parties working on their behalf.
- 71** Not to bring onto or allow to be stored or used within Campus and to report to the Accommodation Office or any University staff the presence of any (please note this list is not exhaustive):
- a. animals or pets of any description;
 - b. liquid or gaseous fuel, noxious or explosive substance or gas paraffin or gas heater, cookers, candles or other naked flame device or consumables;
 - c. any drugs or substances whether for the student's own use or otherwise unless prescribed by their medical practitioner; and
 - d. weapons or imitation weapons of any form.
- 72** You agree to ensure the building and room are left secure. For example, you must not prop open external or internal doors and you should lock your door and close the windows when you are out. You should also carry your keys and access card with you at all times and not give your keys/access card to any other person. Lost keys should be reported to the Security Office (Robert Hardy Building) immediately, at which point a temporary key will be issued. If the original key is not found within a given period, a charge will be made for the replacement key.
- 73** You agree that after you have moved in, you will familiarise yourself with, follow and abide by the hall fire regulations left on your notice boards.
- 74** Due to fire risk, you agree not to have in your room any portable electric or gas heaters or cooking equipment, or any item that produces a naked flame or heat (e.g., candles, tea lights, oil lamps). **Deep fat frying is banned even with the use of specialised equipment due to the level of fire risk.**
- 75** You agree not to tamper with any fire alarms, electrical equipment, gas installation/appliances or let off any firefighting equipment (unless you have due cause to do so).
- 76** You agree that the misuse, damage or loss of firefighting equipment and fire alarms is strictly forbidden and is a breach of contract. Action will be taken against those found responsible, which may result in a consideration of major misconduct under disciplinary procedures, and full replacement costs to the University. In addition to disciplinary proceedings, criminal acts will normally result in information being passed to the police for criminal proceedings, which could include a fine of up to £2,000. You agree that deliberate or negligent behaviour resulting in a fire is a breach of contract. Action will be taken against those found responsible, which may result in a consideration of major misconduct under disciplinary procedures, and full replacement costs to the University (see

'General hall regulations). In addition to disciplinary proceedings, criminal acts will normally result in information being passed to the police for criminal proceedings and could include a fine of up to £2,000.

7.7 You agree that where it is not possible to identify those responsible for the replacement costs detailed in point 7.6, such costs will be equally charged to all residents as defined in the University published schedule of charges.

7.8 You agree to maintain a safe environment within your room and hall. You agree to permit and pay for any electrical equipment brought into the hall by yourself to be inspected by a competent authority designated by the University. If deemed unsafe, equipment will be removed from the building. Additionally, you will ensure that each electrical item is properly fitted with a standard fused plug and all cables are safe.

7.9 To limit damage to the room, items are only to be pinned to the display board provided and that no sellotape or Blu-tack is used on walls, doors or ceilings. You agree not to display posters/notices in your window.

7.10 Due to insurance and possible building and equipment warranty implications, you agree not to purchase replacement items or attempt to carry out your own repairs to damaged fabric or fixtures and fittings within your hall of residence.

7.11 You agree to report any damages/repairs promptly using the reporting procedures available from your halls via the Maintenance Helpdesk <https://helpdesk.lincolnbishop.ac.uk> By reporting a defect, it is assumed you have given permission for management and maintenance staff to gain access to your room to investigate and carry out repairs without further notice. These would normally occur within office hours.

7.12 You agree to pay for any loss or damage you cause, through either negligence, deliberate act or accident. This applies to all areas over which you have sole or joint control (e.g., shared kitchen, common rooms) and includes situations where the person who has caused the damage cannot be identified (see 7.8). You have the right to appeal against such a charge (for details of the process see 'Complaints procedures and Appeal Section').

7.13 Visitors & Overnight Guest

7.13.1 All Visitors must sign in via the Halls Register, located within your building entrance. Visitors are only permitted provided that this does not annoy other occupants or disrupt study by other occupants of the Accommodation or Hall. We reserve the right to prohibit visitors if, in our reasonable opinion, it is

necessary to do so for the safety and wellbeing of other occupants of the Hall and/or to safeguard our property.

7.13.2 You agree that University staff and security may remove or exclude your visitors and, or overnight guest where we have reasonable grounds to believe that this is necessary for the safety and/or wellbeing of other persons.

7.13.3 Visiting hours in the Halls are 09:00 to 23:00

7.13.4 The University reserves the right to charge for an overnight guest who are, in any event, only permitted for a period of not more than two nights in the Premises within any one week.

7.13.5 No more than one guest is permitted to stay in the Premises overnight (18 years or over) without the permission of the Accommodation Team.

7.14 You agree that the cost of damage in a hall which is not attributable to any one student or group of students, but for which residents or their visitors are deemed responsible by the University, will be charged accordingly.

7.15 You agree to ensure that your room and other areas that you have sole or joint control of (e.g., shared kitchen, common room) are used in a manner that retains them in the general condition of their first occupation.

7.16 Not to commit in the Building any crime or to act in a manner which conflicts with any of the University's policies including those on drugs, diversity and equality, harassment or offensive weapons (copies of all of which policies being found in the Student Guide or available from the University Website or on request from the Accommodation Office) nor in any other way to act in a manner which is likely to bring the University into disrepute.

7.17 No Not to bring onto campus or park on the roadside in the neighbouring residential areas any motorised vehicle unless approval has been granted by BGU for access needs or mobility reasons;

7.18 Not to park except in Student Designated areas.

7.19 Not to keep cycles or parts of cycles in the Premises and not to park cycles in the Common Parts except in the designated cycle areas on Campus.

7.20 Not to hang articles from the windows of the Premises or the Building.

7.21 To exercise proper care when using any equipment on Campus.

7.22 Not to do anything which would cause the University's insurers to increase the insurance

premium or withhold any payment.

- 7.23** Not to smoke in any building on Campus except in the designated areas.

OBLIGATIONS OF THE UNIVERSITY

8.1 UUK Code of Practice

- 8.1.1 All our halls of residence meet the criteria of the Universities UK (UUK) Code of Practice for university- managed student accommodation, which stipulates standards of facilities and their management. We will therefore provide accommodation that is maintained to a reasonable standard and complies with relevant health and safety laws and the UUK Code of Practice.

8.2 Interference

- 8.2.1 If the Student pays the Residence Charge and performs the Student's obligations the University will not interrupt the Student's occupation and use of the Premises other than in accordance with its rights in this Agreement.

8.3 Insurance

- 8.3.1 Subject to any excesses, limitations or exclusions from cover which the University's insurer may impose to keep the Premises insured in their full reinstatement value against loss or damage by fire and such other risks as the University may think necessary.

- 8.3.2 During the Period of Residence, we will insure your personal belongings up to a limit of £7,000 (seven thousand pounds) but you will be responsible for administering any claims which arise. Full details of the insurance policy are available at; [Register \(https://students.howdengroup.com/register\)](https://students.howdengroup.com/register).
If you are unable to access this web link please contact the Accommodation Office before accepting this Agreement and we will send to you a copy of the policy so that you can read it before accepting this Agreement.

- 8.3.3 Any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.

8.4 Cleaning, repair and decoration

- 8.4.1 To keep the communal corridors and stairwells clean.
- 8.4.2 To decorate and maintain the Premises and Common Parts at the University's expense (save where damage is caused by the act or default of the Student or his/her guests).

8.5 Facilities

- 8.5.1 To provide the Facilities during the Academic Year.

8.6 Legislation and Regulations

- 8.6.1 The University may amend such regulations from time to time. Notice shall be deemed to have been duly given to the Student of such amendment if the University shall give a copy of such amended regulations 21 days before the effective date on the University notice board and/or website.

8.7 Service Level Agreement

- 8.7.1 Communal corridors and stairwells will be cleaned on a daily basis (Monday to Friday) by the housekeeping staff assigned to that area, all carpeted areas will be vacuumed and hard areas moped.
- 8.7.2 Pest control measures are in place and should you experience any problems in this area then please report them as soon as possible to <https://helpdesk.lincolnbishop.ac.uk> and we will endeavour to respond to your request the same day.

- 8.7.3 Recycling facilities in the Halls of Residence are provided for the following: Cans, Glass, Plastic, and Paper; it is the responsibility of all students to take their recycling to these facilities. Including general waste disposal.

- 8.7.4 If you experience any difficulty with the service being provided for you then please, in the first instance, speak to the Housekeeping Supervisor.

8.8 Snow & Ice Clearing Policy

- 8.8.1 In the event of ice or snow across the campus the following policy should be followed by Estates & Facilities staff: The priority areas that should be kept clear of snow and ice at all times are marked on the attached [Campus plan](#).

- 8.8.2 There are eight main runs which are all pathways to buildings that we could expect Staff/Students/ Visitors to use, particular attention should be given to these areas in the early morning and also late afternoon and early evening, anything in between these times will be advised by the Head of Estates and will be dependent on weather conditions.

- 8.8.3 In the event of significant snow falls again this priority should concentrate on these areas above, once these areas are clear then further clearing can take place on paths leading to other buildings, in conjunction with this salt and grit can be spread onto the car park areas, if the snow is of a depth that would make this ineffective then the car park should be closed to all traffic until this can be cleared by mechanical means.

8.9 Legionella Bacteria Control Programme

The University is required by law, to clean and disinfect all shower heads on a quarterly basis each year.

Students will be asked for access to their rooms, without fail, every three months.

PROVISOS

9.1 Exempt Agreement

9.1.1 This Agreement is exempt from being an assured tenancy by virtue of paragraph 8 of Schedule 1 to the Housing Act 1988.

9.2 Termination for Breach

9.2.1 If any Residence Charge remains unpaid for 28 days (whether formally demanded or not) or if the Student ceases to pursue a course of study at the University, or if the Student fails to perform or observe any of his/her obligations in this Agreement, or if the University's Disciplinary Authorities impose a penalty of suspension or exclusion from Campus, then the University may terminate this Agreement (and exercise its legal right of forfeiture) without affecting its rights to claim against the Student for any loss or damage.

9.3 Breach of Contract

9.3.1 Any breach to the clauses outlined in this agreement will be actioned by the University. A three-stage procedure will be instigated.

- Stage 1 – Inform the student of the breach and advise this is a first warning and ask for no repetition;
- Stage 2 – Inform the student this is the second and final warning and the outcome should there be a third instance;
- Stage 3 – Inform the student there is breach of contractual agreement of their residence on campus and the termination process will now be actioned.

9.4 Early Termination

9.4.1 Your right to terminate before you take occupancy.

9.4.1.1 The cancellation deadline is 14 days before the start of your contract for all 40 week, 46 week, 51 week and Semester contracts. For September 2025 the cancellation deadline is 30th September 2025.

9.4.1.2 Bookings made after the cancellation deadline, do not have a cooling off period.

9.4.2 By signing this Agreement, the Student makes a commitment for the whole of the Period of Residence and unless the University agrees to terminate the Agreement early, the Student will remain liable for all of the Residence Charge even if the Student leaves the Premises before the end of the Period of Residence.

9.4.3 The University may (but is not obliged to) agree to you terminating your Agreement before the end of the Period of Residence in the following

circumstances:

9.4.4 If the Student has permission to transfer to other accommodation provided by the University and the Student simultaneously enters into an agreement on these terms and conditions for that accommodation; or

9.4.5 If the Student or the University has found a replacement occupier who enters into an Agreement on the same terms and conditions as this Agreement (for which the University agrees to use reasonable endeavours); or

9.4.6 If the University agrees on medical or other special grounds.

9.4.7 If this Agreement is terminated with the University's consent, before the end of the Period of Residence, the Student must give to Accommodation Services not less than 4 weeks written notice of their intentions and will be liable to pay the Residence Fees in full on or before the end date or return of the keys whichever is later. At such time, the outstanding amount due under this Agreement shall be calculated by subtracting any amounts paid to the University from the number of weeks in residence multiplied by a determined weekly rate.

9.5 Notice to quit

9.5.1 This Agreement automatically expires at the end of the Period of Residence and the University will not serve notice to quit except where clauses 9.2.1 and 9.3.1 apply.

9.5.2 If a Student fails to observe or perform any of his/her obligations in this Agreement, or if the University's Disciplinary Authorities impose a penalty of exclusion from Campus, or in any other circumstances where it is reasonably necessary to do so for the protection or welfare of other residents on Campus, the University may serve notice to quit and terminate this Agreement before the Period of Residence has expired.

9.5.3 Prior to such determination, other than for non-payment of the Residence Fee, the Disciplinary Procedure of the University shall be fully utilised.

9.6 VAT

9.6.1.1 At the date of this Agreement the Residence Charge is exempt from VAT but the University reserves the right to charge VAT if it becomes payable during the Period of Residence.

9.7 University not liable for damage

9.7.1 Subject to the provisions of the Occupiers' Liability Act 1957 and the Defective Premises Act 1972 (as currently enacted), the University shall not in any circumstances incur any liability in respect of loss or damage to any person or property, or otherwise, unless such loss or damage was caused by negligence on the part of the University.

9.8 Disputes

9.8.1 Any dispute between the Student and any other occupier on Campus relating to any matter arising out of, or in connection with this Agreement, shall be referred to the University for determination, and the decision of the University will be final and binding on the parties to any such dispute (other than in respect of disputes to which the University is itself a party).

9.9 Requirement to Relocate – Buy Back Room

9.9.1 We reserve the right to move you to similar alternative accommodation in any circumstances including the following:-

9.9.2 for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Hall, that the Accommodation or Hall is unfit for occupation, or where the Period of Residence includes the summer vacation, and the Hall is not fully occupied during the vacation;

9.9.3 where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the accommodation. In such cases of relocation, this Agreement shall apply to the new premises instead of the room stated in the Particulars but shall otherwise remain in full force and effect.

9.9.4 If your Accommodation is within a Buy-Back Hall, we may give you notice requiring you to relocate to similar alternative accommodation at any time on or after the first day of the (34th/40th) week of the Licence Period if we give you:-

i. not less than 6 weeks previous written notice (which may be by e-mail to your BGU e-mail account or the e-mail address you used to book the Accommodation), setting out the date on which you will be required to relocate (the "Relocation Date". Note: if you do not move out of the original Accommodation by the Relocation Date, we can take legal action to force you to move out); and

ii. the right to terminate this Agreement on the Relocation Date by giving us not less than 4 weeks prior written notice if you do not want to move to the similar alternative accommodation and, provided you give us written notice to terminate this Agreement within this time period, this Agreement will end on the Relocation Date and:-

1. the ending of this Agreement will be without prejudice to any claim by either of us against the other in respect of any breach of any obligation in this Agreement that had accrued before the Relocation Date;

2. you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including Relocation Date but, provided that you move out of the Accommodation by the Relocation Date, you will not be obliged to pay that part of the Licence Fee

corresponding to the period after the Relocation Date and we will refund any Licence Fee you have paid in advance in respect of the period after the date of termination; and

3. if you do not move out of the Accommodation by the Relocation Date, we can take legal action to force you to move out.

9.9.5 If we request, you to relocate in accordance with clause 9.9.4 (only):

a. we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, considering the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;

b. if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give Accommodation Services written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Student Accommodation Services, or such other date as you may agree with Accommodation Services (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date;

c. where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) directly incurred by you moving into the alternative accommodation.

If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.

9.10 Interruption to Facilities

9.10.1 The University shall not incur any liability for any failure or interruption to any facilities, or for any loss arising from such failure or interruption, unless caused by negligence on the part of the University.

9.11 Data Protection

9.11.1 We will comply with the UK Data Protection Act (2018) and the EU General Data Protection Regulations (2016) as may be amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold.

9.11.2 By Accepting this agreement, you agree that personal data supplied to us such as your identity and address details, can be shared between our departments and with third parties (e.g. contractors employed by us to undertake services for the Halls of Residence, including insurance providers, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the

Accommodation. We will only share information about you if it is necessary for Accommodation related purposes and we will only share what is required for those purposes.

9.11.3 We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if we are permitted and/or required to do so by law in certain circumstances, such as (but not limited to) protection of someone's wellbeing or to prevent and detect crime.

9.11.4S haring will be carried out using secure electronic means. Access to your personal data will be provided on a strictly need-to-know basis. Your personal data will be kept for a period of four years in line with our Retention Schedule (or 'in line with our retention procedures'), after which it will be securely deleted or disposed of.

9.11.5 For more information about how the University processes your personal data, and your individual rights, please see our Privacy Policy on our website: [Policies and Procedures | Lincoln Bishop University](#)

9.12 Vacation accommodation

9.12.1 The Premises will be available during the Period of Residence. If for any reason the University requires the Premises during any period, which is not included in that Period, it reserves the right to require the Student to vacate the Premises.

9.13 Signatures

9.13.1 The effective date for this agreement shall be the date stated in the Particulars.

9.14 Security

9.14.1 The Student has a responsibility to himself/herself and others living in the Building to make sure that they take appropriate security measures, particularly if leaving the Premises unoccupied (even for a short time).

9.14.2 The Student must always close and lock the door and the window on the premises before leaving and ensure that when entering or leaving the building the main entrance door is shut and locked behind the student.

9.14.3 The student must not allow anyone into the building unless they are satisfied that they are a resident or a genuine visitor/overnight guest of a resident.

9.14.4 The student must always close and lock the door and the window on the premises before leaving and ensure that when entering or leaving the building the main entrance door is shut and locked behind the student.

9.15 Notices

9.15.1 Any notice to be served in connection with this Agreement must be in writing and is effectively served (unless proved to the contrary) if (in the case of notices given by the student) it is delivered by hand to the University Office or (in the case of notices served by the University) delivered by hand to the premises.

9.16 Jurisdiction

9.16.1 All enquiries relating to this Agreement should be addressed to the University Accommodation Office and no surrender or variation of this agreement will be valid unless it has been confirmed in writing by the University Accommodation Manager.

General Regulations

This section covers the following areas and should be read in conjunction with the contractual agreement terms and conditions:

- Disciplinary procedures
- Complaints procedures and appeal
- Schedules 1-5 (including schedule of charges)

DISCIPLINARY PROCEDURES

Accommodation Services will, where possible, use a mediation process to resolve issues between residents. The Accommodation Services will conduct an initial interview with the student in order to present the full details of the alleged infringements and take details of the student's account. Such an interview shall, wherever reasonably possible, be conducted within seven days of the alleged infringement being notified to the Accommodation Officer/Manager. Failure to do so shall not prevent the matter being dealt with in accordance with the following provisions. The Accommodation Officer/Manager shall inform the student prior to the conclusion of the interview or within three working days, if the matter is to be dealt with as a minor infringement or as an allegation of misconduct.

MINOR INFRINGEMENT

Where the matter is a minor infringement (e.g., noise disturbance, poor hygiene in communal areas or minor misuse of facilities), one of the following sanctions may be applied by the Accommodation Officer/Manager (without limitation):

- verbal warning that will be noted on the student's hall accommodation record for the remainder of their accommodation agreement and will be taken into consideration if any further infringements occur;
- a written warning that will be noted on the student's hall accommodation record for the remainder of the accommodation agreement and will be taken into consideration if any further infringements occur;
- charges for damage to property and any other cost incurred by the University as a result of the infringement;
- temporary withdrawal of a specified service or facility for a period of up to 90 days.

Repeated minor infringements will lead to disciplinary action of a more serious nature and ultimately to the matter being treated as misconduct, as per the University Disciplinary Procedure.

Issues will not be discussed with third parties such as parents unless specific written permission has been received for a third party to be involved on your behalf.

ALLEGATIONS OF MISCONDUCT

Where the matter is of a serious nature, an allegation of misconduct will be dealt under the Student Disciplinary Procedure. Examples of such misconduct are threatening or abusive behaviour, malicious damage, illegal activities within halls, misuse of fire safety equipment, serious disturbance to halls and local community and persistent minor infringements. These could incur the following penalties:

- **Temporary suspension from Halls of Residence / Student Village**
Where the safety of residents, staff or University premises is in question following an allegation of misconduct, the University has the authority to temporarily suspend the student(s) involved until the case is considered. This can either be solely from their hall or include all campus halls of residence halls as deemed necessary.
- **Exclusion from Halls of Residence / Student Village**
Exclusion from halls is one of the sanctions that can apply to cases of alleged misconduct. In cases with this outcome, a Notice to Quit will be issued to seek possession of the student's room on the basis of breach of contract.

If the student wishes to raise a complaint about the condition of the premises or about any issues arising from the terms of their Licence Agreement, this can be made informally to Accommodation Services. Students who feel this is not appropriate, or who wish to make a formal complaint in the first instance should write to the Vice Chancellor of the University.

Our full complaints procedure can be viewed on the Lincoln Bishop Website.

SCHEDULE 1

Rights granted to the Student

1. The right, together with others who are so entitled, to use the Common Parts.
2. The right to deposit normal non-toxic rubbish in any receptacles provided by the University.
3. The right to use the Facilities and the items listed in the Inventory.

SCHEDULE 2

University's Rights

4. The right to enter the Premises at all reasonable times after 24 hours' notice (or at any time in an emergency) and with other persons, if necessary, to comply with any of the University's obligations in this Agreement, or as necessary for the proper administration and management of the University.
5. The right to carry out any alterations or building works in the Building or on the University's adjoining or neighbouring property.
6. The right to exclude any visitor to the Campus where the University has reasonable grounds to believe that exclusion is necessary for the wellbeing of Campus residents.

SCHEDULE 3

The Facilities

7. Maintenance and repair of the Campus except where damage is caused by the Student.
8. Operation, inspection, servicing and repair of all plant, machinery and equipment on Campus that belongs to the University including the provision of all fuel and water.
9. Cleaning of the common stairwells and corridors and disposing of all refuse from the Campus waste collection points.
10. Provision of fire-fighting equipment in the Common Parts and the payment of all charges in connection with their rental, installation and maintenance.
11. Providing an adequate supply of hot water for domestic use on Campus.
12. Providing reasonably adequate heat during the Period of Residence having regard to prevailing weather conditions.
13. Employment of cleaning, security and other staff for the day-to-day running of the Campus and providing all necessary equipment for them.
14. Providing and laundering, when appropriate, bed linen.
15. Provision and maintenance of items on the Inventory (except for loss, breakage or damage attributable to the Student).

SCHEDULE 4

INVENTORY

Where space permits each student shall be provided with the under mentioned items or their equivalent. (A detailed Inventory of Contents & Schedule of Condition will be left in allocated room for completion on arrival):

Student Village & Wickham Hall Room Items

Small Double bed	Desk lamp	Hand basin
Mattress	Wi-Fi	Toiletry shelf
Study chair Desk	Wall heater	Toilet roll holder
Wardrobe	Bin	Towel rail
Curtain or Blind	Carpet / vinyl flooring	Mirror
Shelving	Toilet	Extractor fan
Notice board	Shower cubicle with shower door	

Constance Stewart Hall Room Items

Double bed or Single Bed	Shelving	Waste paper bin
Mattress	Notice board	Wi-Fi
Study chair	Bedside table with lamp	Vanity hand basin
Desk with drawers	Easy chair	Mirror
Wardrobe	Radiator	
Roller Blind	Carpet	

Those parts of the residence which are for common use by all its occupants comprising staircase, corridors and kitchen. Each kitchen-living area will be provided with the following:

Student Village & Wickham Hall Kitchen/ Living Area

Oven	Vacuum cleaner	Extractor fan
Hob	Dustpan and brush	Carpet & Vinyl flooring
Microwave	Mop and bucket	Sofa chairs
Fridge	Dustbin	TV
Freezer	Recycling bin	Table and chairs
Kettle	Kitchen cupboards & worktop	Fire blanket & Extinguisher
Kitchen table with seating	Kitchen sink	

Constance Stewart Hall Communal Kitchen / Dining Area

Oven	Vacuum cleaner	Extractor fan
Hob	Dustpan and brush	Table & Chairs
Microwave	Mop and bucket	TV (selected areas)
Fridge	Dustbin	Sofa Chairs (selected areas)
Freezer	Recycling bin	Vinyl flooring
Kettle	Kitchen cupboards & worktop	TV aerial point
Kitchen table with seating	Kitchen sink	Fire blanket & extinguisher

App operated washing and drying machines are located on ground, first and second floors of Constance Stewart Hall, in the Laundry Room next to Wickham Hall, adjoining the Refectory and designated Laundry (external of Block 5) at the Student Village. In these areas, you will also find irons & ironing boards

SCHEDULE 5

Damage

Part 1

16. Charges for Damages

16.1 General

The Student will be charged for the cost of any deliberate or accidental damage to property or its contents whether in Halls of Residence or other University property. The Student will also pay for any replacement keys or cards. At the end of occupancy, a charge may be made to cover the additional costs of cleaning rooms, which have been left in an unreasonable state.

16.2 Damage

The guidelines for what constitute damage are shown in Part 2 of this Schedule. No charge will be made where damage is shown to be caused by normal use and the passage of time (i.e., fair wear and tear). A charge will be made where damage occurs in the Premises over and above normal wear and tear during the period of the Student's occupancy.

16.3 Allocation of Responsibility

Where damage becomes evident in communal areas and responsibility has not been attributable to any one student then the charge will be raised against the Students in the area concerned. Students have the right of appeal to the Accommodation Officer.

16.4 Administration

An inspection will be carried out on each occasion there is a change of room/property during the programme. When damages and/or losses are notified, the amount agreed will be invoiced. Any monies held by the University may be offset against debts due to the University.

16.5 Charges

Full standard charge list for damaged items/cleaning of items (plus VAT and labour). These costs are approximate and may vary dependant on individual circumstance

ITEM	CHARGES
Redecorate Study-Bedroom	£250.00
Replace Mattress – Delivery & Disposal	£120.00
Replace/Repair Bed	To be advised
Replace/Repair Wardrobe	Up to £200.00
Replace/Repair Desk	Up to £180.00
Replace/Repair Bedside Cabinet	£80.00
Replace Chest of Drawers	£100.00
Replace Desk Chair	£90.00
Replace Easy Chair	£90.00
Replace Curtains (depending on size)	£120.00
Clean Study-Bedroom Carpet	£60.00
Replace Study-Bedroom Carpet	£350.00
Replace Pin Boards	£70.00
Replace Bookshelves	£80.00
Replace Table Lamp	£40.00
Replace Mirror	£80.00
Replace Door Lock	Up to £120.00
Replacement Key	£15.00
Malicious/Deliberate Activation of Fire Alarm	£25.00
Window Replacement (Frame/Glass)	Up to £220.00
Replace Fire Door	£320.00
Replace Fire Extinguisher	£45.00
Replace Fire Blanket	£25.00
Clean Study-Bedroom at the end of occupancy – agreement if not up to standard	£30.00
Replace Cooker	£280.00
Replace Microwave	£80.00

Replace Kettle	£35.00
Replace ID Card	£10.00
ITEM (Continued)	CHARGES
Full Kitchen Clean	Up to £200.00
Kitchen Oven (Professional Clean)	£40.00
Fridge/Freezer Clean	£10.00
Sofa (Professional Clean)	£30.00
Mattress (Steam Clean)	£40.00
En-Suite Clean	£30.00

Part 2

17. Guidelines for what constitutes damage to students' rooms

The following notes are guidelines as to what constitutes "fair wear and tear" and what constitutes damage in Students' rooms, and will be charged to the Student.

17.1 Examples of items constituting damage to be charged to the Student

17.1.1 Wall, doors and windows:

- 17.1.1.1 holes, severe marks on walls, removal of paint, deliberate defacing of walls;
- 17.1.1.2 holes or severe marks on doors through deliberate or continued misuse;
- 17.1.1.3 breakage of windows by the occupant or his/her visitors; and
- 17.1.1.4 misuse of Blu-tack, drawing pins, staples and sellotape on walls, doors and windows.

17.1.2 Furnishings, bed linen and fittings:

- 17.1.2.1 damage from cigarette burns, heat marks on tables, severe stains e.g., beer, coffee to furnishings, bed linen and fittings;
- 17.1.2.2 breakages to furnishings and fittings through deliberate or continued misuse;
- 17.1.2.3 deliberate or continued misuse of electrical fittings which may lead to overloading or fire.

17.1.3 Loss of keys:

- 17.1.3.1 Students will be charged for replacing door locks for loss of or non-return of keys and cards. All losses need to be reported immediately and the Student must not make unauthorised copies. Keys and cards should not be made available to any other parties.

17.1.4 Water damage:

- 17.1.4.1 Damage caused by the malicious discharging of fire extinguishers or fire hoses.

17.2 Accidental damage

Accidental damage should only be charged if the damaged item was previously in good repair. If the damaged item was already in a state of disrepair (as determined by the inventory at the beginning of the year) then the student will not be held responsible.

17.3 Fair wear and tear

Damage caused as a result of disrepair, natural decay and reasonable use of property will not be charged for.

- 17.3.1 We would be grateful if students could report any 'wear and tear' as soon as it becomes apparent.

Part 3

18. General advice concerning posters in students' rooms and corridors and communal areas

- 18.1 At the end of the occupancy a charge will be made for damage caused to any surface in the study bedrooms:
- 18.1.1 Pinboards - only drawing pins or sewing pins (not staples or Blu-tack).
 - 18.1.2 Walls, ceilings, doors, furniture - posters should not be placed on these surfaces.
 - 18.1.3 Glass - Blu-tack should be used.
- N.B. Sellotape should not be used on any surfaces. Staples cause permanent damage and are difficult to remove.
- 18.2 Students are not permitted to remove University fabric curtains from windows.
- 18.3 Light fittings and shades should not be decorated with paper as this would constitute a fire hazard, nor should lampshades be removed or replaced with Students' own fittings.
- 18.4 Fairy lights may not be used in students' rooms or communal areas. Even though they may have been electrically tested as safe to use, the paper, fabric, card, etc., surrounding the light constitutes a fire hazard and therefore a threat to personal safety.
- 18.5 All posters and Blu-tack should be removed at the end of each term.
- 18.6 Posters should not be put in corridors outside students' rooms and communal areas except on designated areas.