

THE UNIVERSITY OF MANCHESTER
ACCOMMODATION OFFICE
TERMS AND CONDITIONS
OF RESIDENCE IN UNIVERSITY
ACCOMMODATION (non-student)
2018-19

THE UNIVERSITY OF MANCHESTER RESIDENCES
IMPORTANT

This is a formal document intended to create legally binding obligations - make sure you read and understand it before signing your offer letter. In signing the offer letter, you agree to abide **fully** by these terms and conditions which include **staying and paying** for the **full period of residence**. If there is anything which you do not understand please ask the Accommodation Office or your Hall Administration Office.

Guidance Notes: Please see page 11 for explanations of the terms used in this agreement commencing with a capital letter

1. Grant of Residence

1.1 Subject to our rights to terminate this agreement early (set out in clause 2.2) we grant you the right to occupy the Accommodation for the Period of Residence.

1.2 We grant you the right to use the Common Parts.

1.3 You agree that you will move (if reasonably requested to do so by us during the Period of Residence) to alternative accommodation which will be within the Residence where possible.

2. Residence Fees

2.1 In exchange for the right to occupy the Accommodation you must pay us the Residence Fees when they are due.

2.2 You may be required to pay an additional fee (of up to £50 to meet reasonable administrative expenses and loss of interest on sums unpaid) if you do not pay any instalment of the Residence Fees within 14 days of any of the dates when payment is due.

2.3 You are not entitled to any refund of Residence Fees if you vacate or fail to take up the Accommodation before the end of the Period of Residence without our consent or if you are absent from the Accommodation at any time unless we are able to relet your room (which we will make reasonable effort to do).

2.4 You are not entitled to make any deductions from the Residence Fees.

2.5 You must notify the Hall of Residence Office as soon as possible if you have or can foresee any difficulty in paying the Residence Fees.

3. Accommodation Prepayment

3.1 You must pay the Prepayment when you return the Offer Letter to us.

3.2 We will use the Prepayment in partial settlement of the final instalment (as specified in the payment plan set out in the Schedule of Payments attached to the Offer Letter) of the Residence Fees.

3.3 If you terminate your Agreement before the first day of the Period of Residence:

3.3.1 We will not charge the Residence Fees, unless you have terminated the agreement less than 7 days before the first day of the Period of Residence (in which case you will be charged for the full Residence Fees unless and until we can find a replacement occupier); and

3.3.2 in all cases, we will keep your Prepayment to cover the cost of our administration fees and other reasonable expenses incurred in finding another occupier for the Accommodation.

3.4 We shall use reasonable endeavours to find you reasonably alternative accommodation and if we are not able to give you a place in Residence under this clause before 31 July, we shall give you reasonable notice that we are terminating this agreement. If we are not able to give you a place in Residence for a reason which is not your fault we will refund your Prepayment and Residence Fees (if paid) and this Agreement is terminated at that point.

4. Care of the Accommodation and Common Parts

4.1 You must keep the Accommodation in a clean and tidy condition and leave it in the same condition it was in at the start of the Period of Residence save for normal wear and tear. If there is any dispute whether you have complied with the obligations in this clause this will be determined by the Residential Life Officer and if you disagree with his/her decision the issue may be referred to the Senior Residential Life Coordinator whose decision shall be final and binding.

4.2 You must not change or damage the decorative finish of the Accommodation or the Common Parts.

4.3 You must not remove or interfere in any way with any fixtures fittings furniture or equipment at the Accommodation. If there is any dispute whether you have complied with the obligations in this clause these will be determined by the Hall Warden and if you disagree with his/her decision the issue may be referred to a member of the Residences Senior Management Team whose decision shall be final and binding.

4.4 Jointly with other occupiers you must keep clean and tidy any Common Parts including any bathroom/toilet facilities and adjoining corridors.

4.5 You must promptly report to your Hall Administration Office any loss breakage damage or failure of Facilities and Services.

4.6 You must pay us the cost of making good any loss breakage or damage caused by you to or at the Accommodation or the Common Parts (including a fair and reasonable proportion of such cost where the perpetrator(s) of such loss breakage or damage cannot be identified (and we will use reasonable endeavours to identify them)) except:

4.6.1 where damage is caused by our negligence or that of our staff;

4.6.2 where you can prove that you were not in the Residence at the time that the damage was caused.

YOUR OBLIGATIONS

5. Respect for your Accommodation and other Occupiers

5.1 You must not cause any excessive or unnecessary noise in the Residence.

5.2 You must not cause other occupiers of the Residence or any other person any injury disturbance distress annoyance nuisance inconvenience or damage to their property.

5.3 You must not commit any crime or act in a manner which conflicts with our policies on drugs, harassment, offensive weapons or equal opportunities, nor in any way act in a manner which is likely to bring us into disrepute.

5.4 You must not keep any animal(s) in the Residence including fish, insects, reptiles and birds.

5.5 You must exercise proper care when using any equipment in the Residence.

5.6 You must not do anything which would cause our insurers to increase our insurance premium or withhold any payment of an insurance claim.

5.7 You must regularly remove rubbish from the Accommodation and place it in the designated area at your Residence.

5.8 If there is any dispute whether you have complied with the obligations in this clause these will be determined by the Residential Life Officer and if you disagree with his/her decision the issue may be referred to the Senior Residential Life Coordinator whose decision shall be final and binding.

6. Use

You must use the Accommodation only as a living accommodation.

7. Transfer of Agreement, Subletting and Visitors

7.1 You must not at any time sub-let or share or part with possession of the Accommodation except in the case of a double room for sharing with the other person authorised by us to share the Accommodation and your rights in the Accommodation are not transferable to anyone else.

7.2 The rules relating to overnight guests are set out in your Residence Guide.

7.3 Your obligations extend to your visitors and you must use all reasonable endeavours to ensure your visitors behave in a manner consistent with these terms and conditions.

7.4 We reserve the right to exclude any visitor from the Residence where we have reasonable grounds to believe that their exclusion is necessary for the safety or well-being of other residents, their visitors or our employees.

8. Vehicles

8.1 You must not park any vehicle (motorised or not) at the Residence unless you are in receipt of a permit for which there may be a charge and then only within designated parking or bicycle storage areas and you must not invite or allow any visitor so to park.

8.2 You must comply with all traffic control measures and register any motor vehicle to be kept at the Residence with your Hall Administration Office at the start of the Period of Residence.

8.3 You must not repair vehicles at the Residence except in an emergency.

8.4 We reserve the right to remove without warning any vehicle found at the Residence which is not in a designated parking or bicycle storage area. If your vehicle has been removed you should contact your Hall Administration Office. You may have to pay us for the proper and reasonable costs incurred in removing your vehicle before it will be released to you.

8.5 All motorised vehicles parked at the Residence must be serviceable fully insured and have a valid road fund licence displayed.

8.6 All vehicles must be removed on the day of departure from the Residence.

9. Utilities

9.1 Bearing in mind the nature and type of the building in which the Accommodation is located; you must not exceed the total load capacity of the electric sockets in the Accommodation.

9.2 You must not interfere with any electrical plumbing or telecommunications installation or systems in the Residence.

9.3 You must not erect or install any outdoor aerial.

9.4 You must not cause blockage or pollution of any drains.

10. Regulations

You must comply in all respects with the Hall Regulations as set out in the Residences Guide.

11. Our right of entry

We will not unreasonably interfere with your privacy but we are entitled on reasonable notice and at reasonable times (save in case of emergency when no notice is necessary) to enter the Accommodation to clean (where you have not done so in breach of your obligations) or examine or repair or for any other reasonable purpose.

12. Vacations

12.1 We do not guarantee that the Accommodation will be available during any period which is not included in the Period of Residence.

12.2 If you wish to use the Accommodation at any time outside the Period of Residence you must first obtain consent from your Hall Administration Office.

12.3 You must pay additional fees for each week or part of a week that you occupy the Accommodation outside the Period of Residence.

12.4 Not all Facilities and Services will be available outside the Period of Residence and you should check on availability before you book.

13. When You Leave

13.1 You must remove all your belongings from the Accommodation in accordance with the Inventory and leave it in the state and condition required and return to us all keys or card keys to the Accommodation.

13.2 We will charge you the reasonable cost of replacing any key or card key which is not returned (and this will include our administration costs).

13.3 If you do not comply with 13.1 we reserve the right to charge a storage fee equal to the Residence Fees from the end of the Period of Residence until the Accommodation is cleared and the key or card key returned.

13.4 If you do not collect your personal belongings within 1 month of the termination or end of this Agreement we can dispose of your belongings and deduct the administrative costs of doing so from any monies raised on sale before returning any balance to you.

14. Fire Safety

14.1 You must have due regard for fire safety and must comply with our fire and safety regulations. Specifically you must not tamper with any of our fire prevention and control equipment.

14.2 You must vacate the Residence (and ensure any visitors do so) immediately whenever the fire alarm is sounded and co-operate at all times with our staff and the emergency services.

14.3 You must comply with the Residence's policy on smoking and must not use candles or joss sticks in the Accommodation or do anything else which may constitute a fire hazard.

14.4 You must not obstruct any designated fire escape or use designated fire escapes except for the purposes of emergency escape.

14.5 You must not use any method of cooking which involves "deep-fat" frying.

14.6 You must not use halogen desk or table lamps in the Accommodation.

14.7 You must not bring soft furnishings into the accommodation without the permission of the Domestic Services Coordinator.

15. Security

15.1 You have a responsibility to yourself and others living in your Residence to make sure that you take appropriate security measures particularly if leaving the Accommodation unoccupied (even for a short time).

15.2 You must always close and lock your window and your door before leaving the Accommodation and you must ensure that when entering or leaving the Residence the main entrance door is shut and locked behind you.

15.3 You must not allow anyone into the Residence unless you are satisfied that they are a resident or a genuine visitor of a resident or are there with our authority.

15.4 You must show proof of your residence, such as your Accommodation key or key card, to any member of our staff if they request you to do so.

16. Inventory

16.1 You must check and sign the Inventory at the start of the Period of Residence and notify your Hall Administration Office of any discrepancies within 2 days of taking occupation otherwise we shall assume that the Inventory is correct.

16.2 You must not damage or remove any items on the Inventory and at the end of the Period of Residence you must leave at the Accommodation all items in the location specified in the Inventory.

16.3 You must pay us the reasonable cost of making good any damage to or replacing any items missing from the Inventory.

17. Incidents, accidents and illness

17.1 You must complete an incident or accident form for all incidents and accidents in which you are involved at the Residence and return it promptly to your Hall Administration Office.

17.2 You must report any accident or incident as soon as possible after it occurs and in any event not more than 48 hours after the incident or accident.

17.3 If you are ill you must notify your Hall Administration Office and comply with any reasonable requests for your welfare and that of other occupiers in your Residence.

17.4 If you or your visitor suffers from any infectious or contagious disease, you must notify your Hall Administration Office immediately and follow any directions given by the Medical Officer of Health and agree to keep us indemnified against any reasonable costs incurred should the Accommodation or furniture and fittings become infected and need cleaning replacement or repair.

18. Indemnity

You are liable to us for all loss or damage suffered as a result of any breach by you of your Agreement including (but not limited to) any expense properly incurred in collecting arrears paying professional advisors and in relation to court proceedings.

19. Insurance

19.1 Subject to any excesses limitations or exclusions from cover which our insurer may impose we will keep the Residence insured in its full reinstatement value **AND** your personal belongings against loss or damage by fire and such other risks as we may think necessary.

19.2 We will administer any claim on buildings insurance but you will be responsible for making any claims relating to your belongings. If you need to do this you should contact the Hall Administration Office.

20. Facilities and Services

20.1 We will provide the Facilities and Services during the Period of Residence.

20.2 We shall not be liable for any failure or interruption to any Services or for any loss arising from such failure or interruption where it is caused by the actions of any other student or by circumstances beyond our reasonable control.

OUR OBLIGATIONS

21. Relocation at Your Request

21.1 In some circumstances (see Clause 21.3) you may be allowed to change to other accommodation (if available) owned by the University of Manchester provided you first obtain written consent from the Residential Life Officer and also the Accommodation Office but we will make an administration charge of £30 per application where the application is successful. (See Clause 21.5).

21.2 When you return the Offer Letter you make a commitment for the whole of the Period of Residence and unless you or we are able to find a new occupant who meets the criteria set out in Clause 21.3 or we have otherwise agreed you will remain liable for all of the Residence Fees even if you leave the Accommodation before the end of the Period of Residence.

21.3 We will agree to you terminating your Agreement before the end of the Period of Residence subject to providing 28 days notice and that this must be given in writing.

21.4 In all circumstances where you wish to terminate this Agreement under clause 21.3 and move out of the Accommodation early (before the end of the Period of Residence) you must give the Residential Life Officer written notice using the Request to Leave form available from your Hall Administration Office or the Accommodation Office.

21.5 Our consent to early termination will be subject to a payment of an administration and cleaning fee of up to £30 and payment of any outstanding charge for damage or may be subject to such other conditions as it may be reasonable in the circumstances to impose.

21.6 Permission to transfer to other accommodation provided by the University of Manchester will not be given if you owe Residence Fees.

21.7 Where this Agreement is terminated with our consent before the end of the Period of Residence in accordance with 21.3.1 you will be liable to pay Residence Fees either for a period of 28 days from the date your application to terminate the agreement was received up to the date you return your key whichever is the later.

22. Termination by Us

22.1 If you leave the Accommodation without our consent you will remain liable for all of the Residence Fees.

22.2 We have the right to terminate this Agreement if:

22.2.1 you are in serious breach of any of these terms and conditions; or

EARLY TERMINATION AND RELOCATION

22.2.2 In accordance with our Regulations a penalty of suspension or expulsion from the Accommodation or from the Residence is imposed; or

22.2.3 You do not have status as a member of staff of the University of Manchester

22.3 We have the right to terminate this Agreement on the grounds of good management and efficiency or for the wellbeing and safety of all occupants and of our staff or employees. For example where several members of staff in a flat have vacated before the end of the Period of Residence leaving one member of staff on their own in the flat, we may terminate this Agreement for such good and efficient management reasons and we will always offer you alternative accommodation of a similar standard on these terms and conditions at least 14 days before we terminate this agreement.

22.4 Where you accept the alternative accommodation offered under clause 22.3 if the alternative accommodation is of a higher standard (and more expensive) you will not be required to pay the additional fees. If the alternative accommodation is less expensive, we will refund the difference in fees to you

22.5 Where you do not accept the alternative accommodation offered under clause 22.3 we can still terminate this Agreement and you agree to vacate the Accommodation at the end of the 14 day notice period.

23. VAT

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

24. Council Tax

Your liability (and the liability of anyone living with you) for Council Tax, during the period of the agreement with us, is included in the rent charged for the period of the agreement. You do not need to make any additional payments to Manchester City Council.

25. Disclaimer

25.1 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise unless you prove that the loss or damage was caused by our negligence.

25.2 We have the right to carry out any alterations or building works at the Residence or on our adjoining or neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to cause least disturbance and otherwise for as short a period as reasonably practicable (save in the case of emergency).

26. Disputes

Any dispute between you and any other occupier in the Residence relating to any matter arising out of or in connection with your Agreement must be referred to the Residential Life Officer for determination and our decision will be final and binding on the parties to any such dispute (other than in respect of disputes to which we are a party).

27. Notices

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 you) it is delivered by hand or sent by first class post to the Hall Administration Office whose address appears on your Offer Letter or (in the case of notices served by us) delivered by hand or sent by first class post to the Accommodation or to any alternative address provided by you in writing.

GENERAL PROVISIONS

28. Signing by proxy

If the Offer Letter has been signed by someone acting on your behalf we shall assume that you have given that person authority to sign and will regard that signature as binding on you unless you have previously notified us to the contrary.

29. Governing Law

All enquiries relating to this Agreement should be addressed to the Hall Administration Office or the Accommodation Office and no termination or variation of this Agreement will be valid unless it has been confirmed in writing by us. This Agreement is governed by English law which, for international members of staff, may be different from what you are used to.

30. Data Protection

The information held on the accommodation application form is stored as part of your student record on a database. The application form is also kept as a manual record. The data is held and processed in accordance with the requirements of the Data Protection Act 1998 and within the limits agreed with the University's Data Protection Officer. Your data will be shared with staff with a relevant need to see it, the Accommodation Office, Halls of Residence staff and welfare advisers, (where applicable for the purposes relating to the provision of accommodation), in the University of Manchester limited information will also be made available to security staff for verification purposes.

31. Interpretations & Definitions

31.1 In these terms and conditions "you" means the student signing the Agreement and "we" means The University of Manchester. The expressions "your" "our" and "us" should be read accordingly.

31.2 All documentation policies procedures where not set out in this document or the Residence Guide are contained on the University Website at www.accommodation.manchester.ac.uk.

31.3 "Agreement" is the agreement between us and you relating to the Accommodation and comprising the Offer Letter these terms and conditions the Hall Regulations applicable to your Residence and our Statutes Ordinances and Regulations.

31.4 "Accommodation" means the Accommodation described in the Offer Letter and includes your right to share the designated lavatory bath/shower (except when these are en-suite) and designated kitchen/dining facilities with other members of staff living at the Residence.

31.5 "Common Parts" means the areas and the fixtures and fittings furniture and equipment in them which we provide for shared use by the occupiers of the Residence.

31.6 "Offer Letter" means the letter from us to you offering the Accommodation for the Period of Residence which has been countersigned by you in acceptance.

31.7 "Facilities and Services" means the facilities and services set out in the Schedule to these terms and conditions.

31.8 "Period of Residence" means the period of time specified in your Offer Letter for which you are offered Accommodation.

31.9 "Residence" means the hall of residence or block of student flats in which the Accommodation is situated and "Residence" includes the Accommodation.

31.10 "Residence Fees" means the charges for the Accommodation stated in the Offer Letter (verified by your Hall Administration Office) and any additional fees payable under these terms and conditions.

31.11 "Hall Administration Office" means the administration or management office for your Residence.

31.12 "Schedule of Payments" means the schedule of payments issued with the Offer Letter or by the Hall of Residence Office.

31.13 "Inventory" means the fixtures and fittings in the Accommodation a list of which will be handed out to you on your arrival.

THE SCHEDULE

The Facilities and Services we provide

1. Cleaning, maintenance and repair of the Residence (except where damage is caused by you) as specified in the Residences Guide.
2. Operation, inspection servicing and repair of all our plant, machinery and equipment in the Residence including the provision of all fuel and water
3. Providing furniture and furnishings to the Accommodation
4. Provision of fire-fighting equipment in the Common Parts and the payment of all charges in connection with their rental installation and maintenance
5. Providing an adequate supply of hot water for domestic use to the wash basins showers and baths in the Residence
6. Providing reasonably adequate heat to the radiators during the Period of Residence having regard to prevailing weather conditions
7. Employment of staff for the day-to-day running of the Residence
8. Providing repairing and replacing when necessary litter bins in the Common Parts and payment of the cost of storing collecting and disposing of all refuse from the Residence
9. Providing such other services and works as we may reasonably deem desirable or necessary for the benefit of the Residence
10. Providing and maintaining (except for loss breakage or damage attributable to you) items on the Inventory
11. Providing coin token or card-operated washing machines and tumble dryers (but these may be in a neighbouring Residence)
13. We will insure your personal belongings under a block insurance scheme the cost of which is included in your rent but you will be responsible for administering any claims which arise
14. In certain Residences provision of telephone
15. In certain Residences provision of Ethernet point