

**TERMS AND CONDITIONS OF RESIDENCE
("the Ts &Cs")**

Welcome to the University of Manchester

INTRODUCTION	
Terms of this Agreement	<p>The terms are contained within:</p> <ol style="list-style-type: none"> 1. these Ts & Cs; 2. the Agreement Summary; and 3. the Regulations; and <p>Together, these documents set out our respective rights and responsibilities. Please note that further information regarding the procedures set out in the Ts & Cs can be found in the Residences Guide at http://bit.ly/1RuuVze</p>
Accepting this Agreement	<p>By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas.</p> <p>Important Note: if you have elected to pay by way of "Instalments" (as detailed in Schedule 1) rather than by a "Single Payment" you must pay the Pre-Payment in order to Accept this Agreement.</p> <p>The relevant payment must be paid otherwise the Agreement will not actually be completed and the contract between us will not be formed.</p> <p>If you move into the Accommodation without first Accepting this Agreement you will be deemed as having Accepted by your action of moving into the Accommodation and the payments set out above will be due immediately.</p> <p>If you are under 18 when you Accept the Agreement, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with Clause 6.4.3 below. If you choose not to do so, the Agreement will be legally binding on you.</p>
Period of Residence	<p>Unless it specifies otherwise in the Agreement Summary the Period of Residence is for the academic terms and the Christmas and Easter vacation periods, but does not include the Summer vacation period. Accordingly, you must vacate the Accommodation and remove all of you personal possessions from it by 10:00am on the last day of the Period of Residence.</p>
Our responsibilities	<p>Our responsibilities are set out in Clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.</p>
Your responsibilities	<p>By entering this Agreement, you commit to comply with your responsibilities. These are set out in Clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.</p>
Variations to this Agreement	<p>With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.</p>

Enquiries	If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.
Nature of Agreement	<p>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:</p> <ol style="list-style-type: none"> 1. enter your Room at any time and for any reason (which is similar to staying in a hotel) (please see Clause 3.2); 2. require you to move to an alternative room (again this is similar to staying in a hotel) (please see Clause 3.4); and 3. where the Agreement Summary states that the room type is "shared", require you to share the Room with another person (please see Clauses 2.4 and 4.1). <p>Where we exercise these rights we will do so in accordance with these Ts & Cs.</p>
Glossary	These Ts & Cs and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

1.	OUR RESPONSIBILITIES	
1.1	Services & facilities	<p>During the Period of Residence we will use reasonable endeavours:-</p> <p>1.1.1 to maintain the structure of the Hall and keep the Hall and Communal Areas (including the lighting, heating and fire fighting equipment within them) in reasonable repair and fit for use by you and other occupiers;</p> <p>1.1.2 to ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Hall are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;</p> <p>1.1.3 to provide an adequate supply of hot water for normal domestic use; and</p> <p>1.1.4 if your Accommodation is within Ashburne Hall; Dalton-Ellis Hall; Hulme Hall; Owens Park; St.Anselm Hall; St Gabriel's Hall; Woolton Hall to provide catering facilities as set out at http://bit.ly/1E1QhJC</p> <p>(a) to provide facilities for the washing and drying of clothes in the Hall for which there will be a separate charge at the point of use; and</p> <p>(b) to provide a basic internet point within the Accommodation. In some Halls there is the ability for you to upgrade this provision via an external provider (in order to do this you will need to enter into a contract and pay them directly for such services).</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (eg mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).</p>
1.2	Insurance	<p>1.2.1 During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.</p> <p>1.2.2 During the Period of Residence we will insure your personal belongings up to a limit of £6,000 (six thousand pounds) but you will be responsible for administering any claims which arise. Full details of the insurance policy are available at http://bit.ly/1EvSxcN. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement.</p> <p>Please note that 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.</p>
2.	YOUR RESPONSIBILITIES	
2.1	Licence Fee	<p>2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.</p> <p>2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If someone other than you pays all or part of the Licence Fee to us directly (eg a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.</p>
2.2	Licence Fee Pre-Payment	<p>2.2.1 Unless the Agreement Summary specifies that you are paying the Licence Fee in a "Single Payment" you must have paid the Pre-Payment in order to Accept</p>

		<p>this Agreement and form the contract with us.</p> <p>2.2.2 The Pre-Payment will be allocated against your final Licence Fee payment.</p>
2.3	Inventory	You agree to complete the Inventory and record any discrepancies on the Building Maintenance System as soon as possible and in any event within 14 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct. You will be emailed the link to the Inventory once you have moved into your Accommodation.
2.4	Using the Accommodation	<p>2.4.1 You (and, if applicable, your Family Members) are the only people authorised to occupy the Accommodation.</p> <p>2.4.2 You (and, if applicable, your Family Members) must not use the Accommodation for any other purpose than as living accommodation (eg you must not run a business from the Accommodation).</p> <p>2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by Clauses 2.5 (Visitors) or 2.6 (Moving rooms)) allow anyone else (other than any Family Members that are specified in the Agreement Summary) to live in or use the Accommodation.</p> <p>2.4.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2 below.</p> <p>2.4.5 If you have accepted a shared room you and your roommate, allocated by the Accommodation Office, are the only people authorised to occupy the Accommodation.</p> <p>2.4.6 If you occupy a shared room and your roommate leaves we will not increase your rent.</p> <p>2.4.7 If during your occupancy of a shared room your roommate terminates the agreement we reserve the right to allocate a new student occupant to the room, we do not have to consult with you about the person we allocate.</p>
2.5	Visitors	<p>2.5.1 You are responsible for the behaviour of any person authorised to occupy under Clause 2.4 and any Visitor and you must ensure that they do not break the terms of this Agreement. If they do, you will be in breach of this Agreement.</p> <p>2.5.2 You agree that we may remove or exclude your Visitors and any person authorised to occupy under Clause 2.4 from the Accommodation or the Hall where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p> <p>2.5.3 You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight and Visitors are only permitted provided that:-</p> <ul style="list-style-type: none"> (a) this does not annoy other occupants of the Hall or disrupt study; (b) Visitors are only permitted to stay overnight for a maximum of two consecutive nights in any 7 day period; and (c) We reserve the right to withdraw this privilege on 48 hours' notice 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.
2.6	Moving rooms	<p>2.6.1 You agree not to move to another room within the Hall, or to any other accommodation provided by us, without first submitting a request to transfer form (available at http://bit.ly/1GYFVfH) to the Accommodation Office and obtaining the prior written approval of the Residences Senior Management (acting reasonably).</p> <p>2.6.2 If you are permitted to move, all the terms and conditions of this Agreement will be transferred to the new Accommodation.</p>
2.7	Risk assessments	You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Hall.

2.8	Respect for others	<p>You agree:-</p> <p>2.8.1 to show respect, at all times, for all persons living and/or working in the Hall or in the locality of the Hall and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>2.8.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Hall and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between 23.00 hours and 08.00 hours;</p> <p>2.8.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>2.8.4 not to bring into either the Accommodation or the Hall any weapons, illegal items or items which we consider to be offensive or dangerous (eg replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;</p> <p>2.8.5 not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;</p> <p>2.8.6 not to allow persistent use of Hall facilities by non-residents;</p> <p>2.8.7 not to smoke in the Accommodation or the Hall;</p> <p>2.8.8 not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Hall;</p> <p>2.8.9 to comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed at: http://bit.ly/1zShLuk</p> <p>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; and</p> <p>2.8.10 not to hold parties at the Accommodation or in any other part of the Hall without the prior written consent of the Pastoral Manager.</p>
2.9	Repairs, maintenance and alterations	<p>You agree:-</p> <p>2.9.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Hall;</p> <p>2.9.2 not to make any alterations to or damage the Accommodation or Hall (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);</p> <p>2.9.3 save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Hall except where the Accommodation Office has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation; and</p> <p>2.9.4 not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty or untidy or unsafe. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.</p>
2.10	Safety and security	<p>It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure for residents to live in and for staff to work in. This includes (but is not limited to)</p>

		<p>complying with the following:</p> <p>2.10.1 Electrical appliances</p> <p>You agree:</p> <ul style="list-style-type: none"> (a) only to use the cooking and/or other electrical kitchen equipment in any shared kitchen and not to use any other cooking appliances in the Accommodation or Hall; (b) not to tamper with or alter any electrical appliances/ items supplied by us; (c) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Hall and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points; (d) we reserve the right to remove and test any of your electrical items if we suspect they may be faulty or unsafe and, if any items are faulty or unsafe you must permanently remove such items from the Halls (including the Accommodation); and (e) not to bring any halogen lamps/lights or heating appliances into the Halls (including the Accommodation). <p>2.10.2 Fire Safety</p> <p>You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and:</p> <ul style="list-style-type: none"> (a) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Pastoral Manager and your attendance at that meeting is compulsory, attend that meeting; (b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment including for example activating the fire alarms where it is not necessary or appropriate to do so; and (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any flammable or dangerous materials (eg inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes) or leaving any cooking unattended. <p>2.10.3 Security</p> <p>You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):</p> <ul style="list-style-type: none"> (a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you; (b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else; (c) locking the door to your Accommodation together with any corridor/main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out; and (d) not letting anyone you do not know into the Hall and accompanying your Visitors at all times.
2.11	Pets	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall.

2.12	At the end of the Agreement	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>2.12.2 to return all keys, key fobs or key cards to the Hall Administration Office. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this;</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings.</p>
<p>3. OUR RIGHTS</p>		
3.1	Alterations and building works	<p>We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.</p>
3.2	Access & inspection	<p>3.2.1 We together with anyone authorised by us have the right to enter the Accommodation at all times, for any reason and without having to give you prior notice. We would normally however, only enter the Accommodation at reasonable times and upon giving reasonable prior notice (except in case of emergency where we may enter at any time and without prior notice) and entry will normally be for one of more of the following reasons (a) in an emergency, (b) in order to clean, inspect or repair the Accommodation, or any other part of the Halls to comply with our responsibilities under this Agreement and/or (c) for any other reasonable purpose.</p> <p>3.2.2 Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency. If we do not give you prior notice, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key.</p>
3.3	Removal of items from the Accommodation	<p>We may remove from the Accommodation or Hall any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance (in the latter case we would usually give you prior warning). If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Hall.</p>
3.4	Our right to require you to relocate	<p>3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances including the following:-</p> <ul style="list-style-type: none"> (a) for reasonable management reasons (eg 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, or where an emergency situation requires immediate evacuation); (b) 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; <p>3.4.2 If we request you to relocate:</p> <ul style="list-style-type: none"> (a) we will (other than in emergency situations) give you written notice of this,

		<p>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, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;</p> <p>(b) In emergency situations we may give you notice of or request to relocate by a number of different means that we deem to be reasonable in the circumstances, this may include communication in person, by email, general notices or use of social media. We will endeavour to give you reasonable notice taking into account the all the circumstances.</p> <p>(c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (eg travel costs) directly incurred by you in order to move into the alternative accommodation.</p> <p>3.4.3 If we request that you relocate on a permanent basis and 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 the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under Clause 3.4.2(a).The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date.</p> <p>3.4.4 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.</p>
4.	YOUR RIGHTS	
4.1	Occupation	<p>We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-</p> <p>4.1.1 a licence to occupy the Room;</p> <p>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and</p> <p>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.</p>
5.	IF YOU BREACH THIS AGREEMENT	
5.1	Payment for loss or damage and fines for misdemeanours	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you any person authorised to occupy under clause 2.4 or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred.</p> <p>5.1.3 Typical charges for damage and additional cleaning are available at: http://bit.ly/1zVzuNu . The exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases.</p> <p>5.1.4 We may also levy the fines detailed in the pastoral fines guide a copy of which is</p>

		available at http://bit.ly/1zVzuNu
5.2	The procedure we will follow if you have breached this Agreement	<p>If you, any person authorised to occupy under Clause 2.4 or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:</p> <p>5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Pastoral Team will decide whether to:</p> <ul style="list-style-type: none"> (a) take no action; (b) discuss this with you informally; (c) write to you to draw your attention to the alleged breach and/or take further action in accordance with Clauses 5.2.2. <p>5.2.2 Except in the circumstances set out in Clause 5.2.3, where we decide to take further action in relation to any breach:</p> <ul style="list-style-type: none"> (a) the Pastoral Team will investigate the alleged breach and write to you drawing the alleged breach to your attention; (b) in that letter, the Pastoral Team will invite you to meet with them in order to discuss with you the circumstances of the alleged breach and in the case of persistent/criminal offences, the Pastoral Manager may refer the matter to the Residences Senior Management; (c) at the conclusion of the meeting (or within a reasonable period of time following the meeting), or if without good reason you fail to attend the meeting, the Pastoral Manager will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to: <ul style="list-style-type: none"> (i) take no further action; or (ii) give you an oral warning; or (iii) a written warning; or (iv) a final written warning (which will be issued if you have already received a written warning or if the breach is serious); or (v) terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement); or (vi) refer the matter to the Residences Senior Management to be dealt with under the Regulations. This may result in a decision being made that we will terminate this Agreement; and/or (vii) require you to pay for any loss or damage and/ or our reasonable costs arising from the breach. (d) the Pastoral Team will write to you, normally within 5 working days of the meeting, notifying you of the decision made; (e) if you are unhappy with the decision made, you can appeal the decision in accordance with the procedure set out in Clause 8.1. <p>5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Accommodation Office.</p>
6.	TERMINATION OF THIS AGREEMENT	
6.1	Your right to terminate before you take occupation	<p>6.1.1 You may terminate this Agreement if you:-</p> <ul style="list-style-type: none"> (a) have not yet taken up occupation of the Accommodation; and (b) notify the Accommodation Office in writing of your wish to terminate this

		<p>Agreement.</p> <p>6.1.2 If you terminate this Agreement under this Clause and your written notification of your wish to terminate is received by the Accommodation Office within 7 days of the date on which you Accepted this Agreement we will refund the Pre-Payment and any Licence Fee that you have already paid.</p> <p>6.1.3 If you terminate this Agreement under this Clause and your written notification of your wish to terminate is not received by the Accommodation Office within 7 days of the date on which you Accepted this Agreement we will refund any Licence Fee that you have already paid, but will retain your Pre-Payment.</p>
6.2	<p>Our right to terminate before you take occupation</p> <p>/</p> <p>Your obligations to notify us of your late arrival</p>	<p>If you:-</p> <p>6.2.1 owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Pre-Payment and/or Licence Fee that you have paid under this Agreement.</p> <p>6.2.2 have not taken up occupation of the Accommodation by 5pm on the fourth day following the start date of the Period of Residence and have not given the Accommodation Office prior written notice of your late arrival we may immediately terminate this Agreement and will retain a reasonable proportion of your Pre-Payment to cover our administration fees and our loss of income until the Accommodation is re-licensed and refund the balance of the Pre-Payment and any Licence Fee that you have paid.</p> <p>6.2.3 are not able to take up occupation of the Accommodation on the start date of the Period of Residence and have provided the Accommodation Office with prior written notice of your proposed date of arrival but have not taken occupation of the Accommodation by 5pm on your proposed arrival date we may terminate this Agreement immediately by giving you written notice and will retain a reasonable proportion of your Pre-Payment to cover our administration fees and our loss of income until the Accommodation is re-licensed and refund the balance of the Pre-Payment and any Licence Fee that you have paid</p>
6.3	<p>Our right to terminate before you take occupation</p>	<p>If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Pre-Payment and/or Licence Fee that you have paid under this Agreement.</p>
6.4	<p>Your other rights to terminate</p>	<p>You may terminate this Agreement if you:</p> <p>6.4.1 contact the Accommodation Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy both of the following conditions:</p> <p>(a) either:-</p> <p>(i) you have found a suitable replacement occupier approved by us (at our absolute discretion); or</p> <p>(ii) we find a suitable replacement,</p> <p>who is not already in accommodation provided by us and who enters into an agreement with us to occupy the Accommodation immediately after you have left; and</p> <p>(b) you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date.</p> <p>6.4.2 withdraw from your course of study and you satisfy the following conditions:</p> <p>(a) you give to the Accommodation Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you</p>

		<p>specify the End Date;</p> <p>(b) you enclose with your notice a copy of our official withdrawal/interruption of studies form issued by the relevant student office; and</p> <p>(c) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.</p> <p>6.4.3 are under 18 when you Accept this Agreement and:</p> <p>(a) within two weeks after your 18th birthday you give to the Accommodation Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and</p> <p>(b) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.</p> <p>6.4.4 if you terminate this Agreement under this Clause 6.4 and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date.</p>
6.5	Our right to terminate if you have breached the Ts & Cs	<p>We may terminate this Agreement in any of the following circumstances:-</p> <p>6.5.1 if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 14 days or more; or</p> <p>6.5.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at Clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in Clauses 2.7, 2.8.3, 2.8.4, 2.8.5, 2.8.7, 2.8.8, 2.10 as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these Clauses we may terminate this Agreement);</p> <p>6.5.3 if you are made bankrupt.</p>
6.6	Our right to terminate for other reasons	<p>We may also terminate this Agreement by giving you not less than 4 weeks written notice if:-</p> <p>6.6.1 we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;</p> <p>6.6.2 you are no longer pursuing a course of study with us;</p> <p>6.6.3 we reasonably consider, because of your behaviour or for any other reason (eg an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or</p> <p>6.6.4 if any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.</p>
6.7	Effect if we terminate the Agreement	<p>6.7.1 If we terminate the Agreement in the circumstances set out in Clauses 6.5 or 6.6, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, any person authorised to occupy under Clause 2.4 or your Visitors.</p> <p>6.7.2 If we terminate this Agreement in the circumstances set out in Clause 6.6.1 or 6.6.2, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the termination date.</p>

		<p>6.7.3 If we terminate the Agreement in the circumstances set out in Clauses, 6.6.3 or 6.6.4, you will still be obliged to pay the Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.7.4 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.</p>
7.	COMPLAINTS	
7.1	Procedure	<p>If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with your Hall Administration Office. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure which can be reviewed at http://bit.ly/1c4rRbZ. 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 this document so that you can read it before Accepting this Agreement.</p>
8.	APPEALS	
8.1	Procedure	<p>If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision by writing to the manager of the Accommodation Office, within 5 days of you being notified of the decision. The Residences Senior Management will consider your letter and decide whether to uphold or amend the decision. The Residences Senior Management will write to you, normally within 5 days, notifying you of the decision made.</p>
9.	OTHER MATTERS	
9.1	Notices	<p>9.1.1 All letters and notices sent by:</p> <ul style="list-style-type: none"> (a) us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with Clause 9.1.3) or by e-mail (to your University e-mail account); (b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Accommodation Office or if sent by e-mail to accommodation@manchester.ac.uk. <p>9.1.2 A notice sent by the following means is to be treated as having been received:</p> <ul style="list-style-type: none"> (a) if delivered by hand, on the day of delivery; or (b) if sent by first class post or special delivery, on the first working day after posting; or (c) if sent by email, on the first working day after it was sent. <p>9.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting the Accommodation Office.</p> <p>9.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (ie not us).</p>
9.2	Data Protection	<p>9.2.1 We will comply with the Data Protection Act 1998 as 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. We may charge you with the reasonable cost of providing copies of the information.</p> <p>9.2.2 By Accepting this Agreement you agree that all data supplied to us can be</p>

		<p>shared between our departments and with third parties (eg contractors employed by us to undertake services at the Hall, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.</p> <p>9.2.3 We will not disclose sensitive personal information (eg medical records) except with your explicit consent or if we are permitted and/or required to do so by law.</p>
9.3	Liability for loss or damage	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 the loss or damage was caused by our negligence.
9.4	Governing law and enforceability	<p>9.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.</p> <p>9.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
9.5	Legislation	The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9.6	VAT	At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.
9.7	Council tax	If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).
9.8	Guarantees of accommodation	Any guarantee given by us in our Accommodation brochure or website to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

SCHEDULE 1

1.	Payment of Licence Fee	<p>1.1 Your Licence Fee must be paid either:</p> <p>1.1.1 in full (i.e. in one single payment (a "Single Payment")) at the time you Accept this Agreement; or</p> <p>1.1.2 by "Instalments" by paying the Pre-Payment when you Accept this Agreement and then paying the balance of the Licence Fee in:</p> <p style="padding-left: 20px;">(a) in one single instalment by the methods detailed in paragraph 3 below ("Single Instalment"); or</p> <p style="padding-left: 20px;">(b) in three termly instalments by direct debit in accordance with paragraph 4 (below) and the instalments details referred to in the Agreement Summary ("Three Instalments").</p> <p>1.2 Unless your Period of Residence is for 30 weeks or less, you could elect whether you prefer to pay in a Single Payment, a Single Instalment or Termly Instalments by ticking the appropriate box in the application process/ Agreement Summary. If you failed to make an election then you will be deemed to have elected to pay the Licence Fee in full in accordance with paragraph 1.1.1 above.</p> <p>1.3 If your Period of Residence is for 30 weeks or less you must pay the full Licence Fee in a Single Payment on or before the first day of the Period of Residence.</p> <p>1.4 In the event that an Instalment is not paid on the instalment date specified in the payment plan referred to in paragraphs 3.2 and 4.4 of this Schedule 1, a late payment charge of £25 will be added to the Licence Fee and you will be advised immediately by an email sent to your University email address. Please note that the provisions of clause 6.4.1 will still apply and we shall still be entitled to terminate your Licence Agreement where you have failed to pay the whole or any part of the Licence Fee in accordance with the payment plan and the Licence Fee (or any part) remains outstanding for a period of 14 days or more.</p> <p>1.5 If you are unable to pay the Licence Fee or any Instalment on the instalment date please contact the Credit Control Team on 0161-275-8130 before the Instalment due date to discuss your options.</p>
2.	Payment in a Single Payment	<p>If you wish to pay the Licence Fee by one Single Payment (in accordance with paragraph 1.1.1 of this Schedule 1 (see above)), you may make the payment in full (including the Pre-Payment) when Accepting this Agreement by:-</p> <p>2.1 credit or debit card, either:</p> <p style="padding-left: 20px;">2.1.1 on-line at the point of Acceptance via the online acceptance process;</p> <p style="padding-left: 20px;">2.1.2 in person at your Hall Administration Office; or</p> <p style="padding-left: 20px;">by telephoning your Hall Administration Office (the telephone numbers can be obtained from http://bit.ly/1QB3fXW or the Student Payments and Registration Team at the Student Service Centre.</p> <p>2.2 cash, you can do so in person at your Hall Administration Office or the Student Service Centre.</p> <p>2.3 banker's draft (only available if you do not have a UK bank account), you must contact the Accommodation Office (the telephone number can be obtained from http://bit.ly/1QB3fXW)</p>

3.	Payment in a Single Instalment	<p>If you have elected to pay the Licence Fee by a Single Instalment (in accordance with paragraph 1.1.2(a) of this Schedule 1 (see above)):-</p> <p>3.1 you must make the Single Instalment payment in full on or before the instalment date by:-</p> <p>3.1.1 credit or debit card, either:</p> <p>(a) in person at your Hall Administration Office; or</p> <p>(b) by telephoning your Hall Administration Office (the telephone numbers can be obtained from http://bit.ly/1QB3fXW or the Student Payments and Registration Team at the Student Service Centre</p> <p>3.1.2 cash, you can do so in person at your Hall Administration Office or the Student Service Centre ;</p> <p>3.1.3 banker's draft (only available if you do not have a UK bank account), you must contact the Accommodation Office (the telephone number can be obtained from http://bit.ly/1QB3fXW)</p> <p>3.2 the instalment date is detailed in the payment plans available at http://bit.ly/1ItwOJZ</p> <p>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</p>
4.	Payment in Termly Instalments	<p>If you have elected to pay the Licence Fee by Three Instalments (in accordance with paragraph 1.1.2(b) of this Schedule 1 (see above)):-</p> <p>4.1 you must make the payments by direct debit. You may elect to set up the direct debit mandate:-</p> <p>4.1.1 on-line at the point of Acceptance via the online acceptance process; or</p> <p>4.1.2 at a later date by printing out a copy of the direct debit mandate which can be obtained at http://bit.ly/1GYGOFc and returning the signed and completed direct debit mandate to the Student Payments and Registration Team at the Student Service Centre no later than September 30th 2015.</p> <p>4.2 If you fail to return the signed and completed direct debit mandate to the Student Payments and Registration Team at the Student Service Centre in accordance with paragraph 4.1.2, you will be required to pay the Licence Fee in full in a Single Instalment within 7 days of the first instalment date in accordance with paragraph 3 above.</p> <p>4.3 Please note that a direct debit can only be set up from UK bank current accounts and not savings or deposit accounts. If a third party is setting up a direct debit from their bank account, they will need your Student ID number to do this.</p> <p>4.4 Your instalments amounts together with the collection dates by which each of your instalment payments must be made are available at http://bit.ly/1ItwOJZ</p> <p>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</p> <p>4.5 The direct debit payments will be taken from your bank account on the agreed instalment date</p>

5.	Sponsors	If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf. You must provide the Student Payments and Registration Team at the Student Service Centre an official letter of sponsorship which clearly states that they, the Sponsor, will pay your accommodation fees on receipt of an invoice from the University of Manchester. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.
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GLOSSARY

Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings:	
Accept	Means to formally accept the offer of the Accommodation online or by signing a paper copy of the Agreement Summary or by moving into the Accommodation and "Accepted" and "Accepting" are to be interpreted accordingly.
Accommodation	Means the Room (which in the case of a shared flat, includes all shared areas in that flat) or any alternative accommodation to which you have moved under this Agreement.
Accommodation Office	Means the Accommodation Office, the address for which is: The Accommodation Office Grove House 316 Oxford Road Manchester M13 9WJ accommodation@manchester.ac.uk
Agreement	Means the contract between us and you relating to the Accommodation and comprising: 1. these Ts & Cs; 2. the Agreement Summary; and 3. the Regulations (which will take precedence in the event of any contradiction between them and the Ts & Cs and/or the Agreement Summary).
Agreement Summary	Means that page of the online process headed "Agreement Summary" or the paper copy headed "Agreement Summary" both of which contain the specific details of the Accommodation being offered to you, the Period of Residence and the Licence Fee.
Building Maintenance System (BMS)	Means the on-line computer system used to record, monitor and feedback issues relating to maintenance of the Halls. The BMS is available after you have become a registered student with us.
Communal Areas	Means all stairwells, corridors, landings and entrance halls within the Hall, any shared kitchens and/or bathrooms in the Hall or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation.
End Date	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under Clause 6.4.
Family Members	Means your civil partner, spouse or children who we have confirmed to you as being permitted to live with you in the Accommodation.
Hall	Means the specific hall named in the Agreement Summary together with any external areas of the hall which are owned by us (eg car parks, roads or gardens which adjoin the hall).

Hall Administration Office	Means the office at your Hall or linked to your Hall that provides administrative and reception services.
Inventory	Means the on-line list of furniture and equipment at the Accommodation. We will email a link to this list to you when you move into the Accommodation.
Licence Fee	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary
Pastoral Manager	Means the manager of the Pastoral Team.
Pastoral Team	Means the team of wardens and tutors that live in the Hall or in any of our other halls of residence to provide support to the resident community.
Period of Residence	Means the period starting and ending on the dates specified in the Agreement Summary (unless the Agreement ends earlier in accordance with the terms of this Agreement) but not including the Summer vacation period unless specified otherwise in the Agreement Summary.
Pre-Payment	Means the pre-payment as specified in the Agreement Summary
Regulations	Means the University's Regulation XVII 'Conduct and Discipline of Students' which can be reviewed at: http://bit.ly/1vwldki If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the Regulations so you can read these.
Residences Senior Management	Means the team of senior managers responsible for the operation of the Hall (and any of are other halls of residence) and/ or any related services.
Room	Means the room at the Hall specified on the Agreement Summary
Student Payments and Registration Team at the Student Service Centre	Means the Student Payments and Registration Team, the address for which is: Student Services Centre Directorate for the Student Experience The University of Manchester Oxford Road Manchester, M13 9PL Tel. +44 (0) 161 275 5000
Sponsor	Means any person or organisation who is paying all or part of your Licence Fee.
Visitors	Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.

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