The University of Manchester

Terms and Conditions of Residence ("The Ts & Cs")

The University is currently undergoing major redevelopment works as part of a project to develop our Halls of Residence. The project will involve demolition work and rebuilding of properties, please take this into consideration when accepting your offer of accommodation.

If you want further information please contact the Accommodation Office.

INTRODUCTION	
Terms of this Agreement	The terms are contained within: 1. these Ts & Cs; 2. the Agreement Summary; and 3. the Regulations; and 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 on our website www.accommodation.manchester.ac.uk
Accepting this Agreement	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. **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 Advanced Licence Fee Payment to Accept this Agreement. The relevant payment must be paid otherwise the Agreement will not actually be completed and the contract between us will not be formed. 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. 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.
Period of Residence	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 your personal possessions from it by 10:00am on the last day of the Period of Residence.

Our responsibilities	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.
Your responsibilities	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.
Variations to this Agreement	Except for any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.
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	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) (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). Where we exercise these rights we will do so in accordance with these Ts & Cs.
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**		During the Period of Residence we will use reasonable endeavours :
		1.1.1	to maintain the structure of the Hall and keep the Hall and Communal Areas (including the lighting, heating and firefighting equipment within them) in reasonable repair and fit for use by you and other occupiers;
		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;
		1.1.3	to provide an adequate supply of hot water for normal domestic use;
		1.1.4	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;

		1.1.5	to provide internet access 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);
		1.1.6	if your Accommodation is within Ashburne Hall, Dalton Ellis Hall, Hulme Hall, St Anselm Hall or Woolton Hall to provide catering facilities as set out at Types of accommodation (The University of Manchester) . Catering services are provided in accordance with University semester dates and are typically offered for 34 weeks duration during our standard 41-week licence agreement period. We will not be liable for any failure or interruption to any of the services or facilities set out in clause 1.1 above, or the closure of any of the Communal Areas (or any loss arising from any closure, failure or interruption), if the closure failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/material, labour disputes, student action or necessary maintenance, repair, or replacement or the result of a pandemic, for example Covid-19, or any other infectious disease, epidemic or government controls, legislation or regulations imposed on use or guidance that we are required to follow)
1.2	**Insurance**	**1.2.1**	During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.
		1.2.2	During the Period of Residence we will insure your personal belongings up to a limit of £10,000 (ten thousand pounds) but you will be responsible for administering any claims that arise. Full details of the insurance policy are available at Login to Howden for Students. If you are unable to access this 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. 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 insurance cover yourself and at your own cost.
2	**YOUR RESPONSIBILITIES**		
2.1	**Licence Fee**	**2.1.1**	You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms as agreed with the Accommodation Office.
		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 move into Accommodation.
		2.1.3	If someone other than you pay all or part of the Licence Fee to us directly (e.g. 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.
2.2	**Advanced Licence Fee Payment**	**2.2.1**	Unless the Agreement Summary specifies that you are paying the Licence Fee in a "single payment" you must have paid the Advanced Licence Fee Payment to Accept this Agreement and form the contract with us.
		2.2.2	The Advance Licence Fee Payment will be allocated against your first Licence Fee payment.
2.3	**Inventory**	**2.3**	You agree to complete the Inventory and record any discrepancies on the Building

			Maintenance System or system as outlined in your arrival information as soon as possible and in any event within 48 hours of taking occupation of the Accommodation. Paper inventories need to be returned to your Hall administration office. If you do not do so, we shall assume that the Inventory is correct. An inventory is provided on arrival either in your bedroom in paper format or electronically (including via an App).
2.4	**Using the Accommodation**	**2.4.1**	You (and if applicable your Family Members) are the only people authorised to occupy the Accommodation.
		2.4.2	You (and if applicable your Family Members) must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).
		2.4.3	You agree not to transfer the 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.
		2.4.4	You must allow our staff and / or contractors to enter the Accommodation in accordance with Clause 3.2 below.
		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.
		2.4.6	If you occupy a shared room and your roommate leaves, we will not increase your rent.
		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. If you are allocated Accommodation within a Hall that is used as a show flat / show area, you agree to the Accommodation and the Communal Areas being available to potential students and their families on all open days, typically late September / early October and late June / early July. The exact dates of which will be given to you in writing at least 7 days in advance of an open day.
2.5	**Visitors**	**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.
		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.
		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 – a) this doesn't annoy other occupants of the Hall or disrupt study; and b) Visitors are only permitted to stay overnight for a maximum of two consecutive nights in a 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 well-being of other

			occupants of the Hall and / or to safeguard our property.
		2.5.4	You agree not to allow overnight visitors in your Accommodation during the September Hall arrival period.
2.6	**Moving Rooms**	**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 to the Accommodation Office and that request being approved. (Room Transfer Request Form)
		2.6.2	If you are permitted to move, all the terms and conditions of this Agreement will be transferred to the new Accommodation.
2.7	**Risk assessments**	**2.7**	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**		You agree –
		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; and
		2.8.2	to keep noise at a level that does not interfere with the study, sleep or comfort of others living and / or working in the hall and in particular not to make or allow any loud noise (including televisions, use of speakers, playing music or musical instruments) between 23:00 hours and 08:00 hours; and
		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; and
		2.8.4	not to bring into either the Accommodation or the Hall any weapons, illegal items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or to 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; and
		2.8.5	not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to live in the accommodation; and
		2.8.6	not to allow persistent use of Hall facilities by non-residents; and
		2.8.7	not to smoke in the Accommodation or the Hall, this includes the use of e-cigarettes/vapes; and
		2.8.8	not to place any items on or throw anything from the balconies or windows of the Accommodation or the Hall; and
		2.8.9	to comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed here. 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 policy so that you can read it before Accepting this Agreement; and
		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 Residential Life Manager; and
		2.8.11	to show photo I.D in the form of a student I.D card, driving licence, passport or any other appropriate photographic I.D when requested to do so by any of our staff (including campus support and security personnel, or the Police); and
		2.8.12	to comply with your obligations under Regulation XVII (Conduct and Discipline of Students) of the Regulations; and
		2.8.13	not to flypost in any areas of the Hall or Accommodation, this includes posters, flyers, stickers or similar items.
		2.8.14	not to install any CCTV or any other video or image recording surveillance system device which may intrude on the privacy of others at the Hall or Accommodation. If any CCTV or other such device is installed at the Accommodation or Hall, we will require these to be removed by you within 2 days of written notification by us and at your cost (which shall include, but is not

			limited to, the cost of making good any damage caused to the Hall or Accommodation as a result of the installation and/or removal).
2.9	**Repairs, Maintenance, and alterations**	**2.9.1**	You agree – 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; and

		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, changing the locks on the doors and/or windows, decorating, attaching LED strip lights or similar to walls / ceilings or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains/blinds provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances); and
		2.9.3	save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture and bean bags) 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 relevant fire safety legislation (for example Furnishings and Fire Regulations 1988 rev. 2010 Crib 5) and you will be required to remove (at your own expense) any items that you have brought into the Accommodation without our permission and/or which does not comply with legislation. You are required to confirm in writing that items belong to you and if you do not confirm this then they will be removed immediately by us. You must not dispose of such items in any of the University waste areas or skips; and
		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 items or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.
2.10	**Safety and security**		You agree-
		2.10.1	Electrical Appliances a) only to use cooking and/or other electrical kitchen equipment in any shared kitchen and not to use any other cooking appliances in any other area of the Accommodation or Hall; and b) not to tamper with or alter any electrical appliances/ items supplied by us; and 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; and 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/cookers or heating appliances into the Halls (including the Accommodation). f) not to bring in any kitchen equipment into bedrooms, including but not limited to microwaves, kettles, fridges (medical fridges will be supplied subject to confirmation from DASS of their requirement, freezers
		2.10.2	Fire Safety You agree to adhere to all fire regulations and to promptly respond to all fire alarms and evacuate the Accommodation and Hall in accordance with the evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and

			(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 Residential Life Manager and your attendance at that meeting is compulsory, attend that meeting; and (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, discharging fire extinguishers or covering smoke / heat detectors 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 (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, portable heaters, deep fat fryers, sun-beds, smoke machines, wax melts and hookah / shisha pipes) or leaving any cooking unattended. (d) Not to charge electric bikes, scooters or similar vehicles within the Hall or Accommodation except where prior written agreement has been obtained from the Accommodation Office and University Fire Safety Officer and a full risk assessment undertaken, and confirmation of the requirement for the vehicle (for example if you require a mobility scooter) has been obtained from DASS.
		2.10.3	Security You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to): (a) keeping your key or swipe card with you at all times. Persistent failure to carry your key or swipe card requiring you to be let in by our staff and/or our contractors may result in a charge being made to you; and (b) never marking your key or swipe card with your address, or copying them or giving them to anyone else; and (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; and (e) not tampering with / removing window restrictors in the Hall or Accommodation.
		2.10.4	Health and Safety You agree to adhere to all health and safety regulations and procedures (which are displayed in the Accommodation and on notice boards in the Hall) for example those relating to the Corona Virus Act 2020, Public Health (Control of Disease) Act 1984 and The Health Protection (Coronavirus)(Steps)(England) Regulations 2021, and:

			(a) comply with any rules and any guidance which may be required in the event of an outbreak of infectious disease, for example Coronavirus; and (b) keep your Accommodation clean to reduce the spread of infectious disease; and (c) not tamper with or cause damage to any equipment and/or cleaning products for example hand sanitisers located in the Accommodation and Hall or tamper with or destroy notices displaying health and safety information; and (d) where we give you prior reasonable written notice that a health and safety meeting has been arranged by the Residential Life Manager and your attendance at that meeting is compulsory; and (e) ensure the Accommodation is adequately ventilated and not to dry clothes in the Accommodation; and (f) ensure that all bicycles are stored in the appropriate storage areas.
2.11	**Pets / Animals**	**2.11.1** **2.11.2**	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. If you wish to bring an assistance animal you must have first undertaken the agreed process to do so and agree to the code of conduct for assistance animals in the Accommodation. If you have not followed this process we will ask you to remove your assistance animal.
2.12	**At the end of the Agreement**	 **2.12.1** **2.12.2** **2.12.3** **2.12.4**	At the end of the Period of Residence (or earlier termination of this Agreement) you agree: 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; to return all keys and swipe cards to the Hall Administration Office. If keys or swipe cards are not returned we will have to either fit new locks or replace the key or swipe card and we will charge you for the reasonable cost of this; 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. We will not be responsible for any damage to belongings or missing items which you leave behind in the Accommodation or Communal Areas when you vacate the Accommodation, or where you use third parties to collect your belongings on your behalf from your Accommodation.
3	**OUR RIGHTS**		
3.1	**Alterations and building works**	**3.1**	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.
3.2	**Access and**	**3.2.1**	We together with anyone authorised by us have the right to enter the Accommodation at all

	inspection		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.
		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 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/swipe card.
3.3	**Removal of items from the Accommodation**	**3.3**	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 to recover the item. You will not be able, however, to take the item back into the Accommodation or Hall. Any illegal substance removed from the Accommodation or Hall will either be destroyed or passed to Greater Manchester Police.
3.4	**Our right to require you to relocate**	**3.4.1**	We reserve the right to move you to similar alternative accommodation in any circumstances including the following:- (a) 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 Accommodation, Hall or Room is not fully occupied during the Semester or the Summer vacation, or where an emergency situation requires immediate evacuation or for any other reasonable circumstance); (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; (c) where we have been instructed to move you to alternative accommodation by Greater Manchester or any other police force.
		3.4.2	If we request you to relocate:- (a) we will (other than in emergency situations) 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) In emergency situations we may give you notice of or request to relocate by several 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 considering all the circumstances. (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 in order to move into the alternative accommodation.

		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.
		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.
4.	**YOUR RIGHTS**		
4.1	**Occupation**		We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-
		4.1.1	a licence to occupy the Room; and
		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
		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.
5.	**IF YOU BREACH THIS AGREEMENT**		
5.1	**Payment for loss or damage**	**5.1.1**	You must pay for all reasonable loss and damage we suffer because of any breach of this Agreement by you and 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, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.
5.2	**The procedure we will follow if you have breached this agreement**		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:
		5.2.1	On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Residential Life Team will decide whether to: (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.
		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: (a) the Residential Life Team will investigate the alleged breach and write to you drawing the alleged breach to your attention; (b) in that letter, you will be invited to meet with the Halls Disciplinary Team in order

			to discuss with you the circumstances of the alleged breach and in the case of persistent/criminal offences, the Halls Disciplinary Team may refer the matter to the Residences Senior Management Team and / or the police; (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 Halls Disciplinary Team will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to: (i) take no further action; or (ii) give you a verbal warning; or (iii) give you a written warning; or (iv) give you a final written warning (which will be issued if you have already received a written warning or if the breach is serious); or (v) require you to complete an educational module course; or (vi) terminate this Agreement (this decision will only be taken if, in the opinion of the Head of Accommodation Administration (acting reasonably), the breach is sufficiently serious as set out in clause 6.5.2, or you have persistently breached the Agreement); and/or (vii) refer the matter to the Residences Senior Management Team to be dealt with under the Regulations. This may result in a decision being made that we will terminate this Agreement; and/or (viii) require you to pay for any loss or damage arising from the breach. (d) the Halls Disciplinary 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 relevant procedure set out in Clause 8.
		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.
6.	**TERMINATION OF THIS AGREEMENT**		
6.1	**Your right to terminate before you take occupation**	**6.1.1**	You may terminate this Agreement if you :- (a) have not yet taken up occupation of the Accommodation; and (b) notify the Accommodation Office in writing of your wish to terminate this Agreement.
		6.1.2	If you terminate this Agreement under this Clause we will refund the Advanced Licence Fee Payment and any Licence Fee that you have already paid.
6.2	**Our right to terminate before you take occupation**	**6.2.1**	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 Advanced Licence Fee Payment and/or Licence Fee that you have paid.

		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 we will refund the Advanced Licence Fee and any Licence Fee that you have paid.
		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 we will refund the Advanced Licence Fee and any Licence Fee that you have paid.
6.3	**Your other rights to terminate**		You may terminate this Agreement if you :-
		6.3.1	Contact the Accommodation Office to request the right to terminate providing not less than four weeks written notice of you intention to terminate and specifying the End Date and you satisfy both of the following conditions (a) either (i) you have found a suitable replacement occupier approved by us (at our absolute discretion); or (ii) we find a suitable replacement 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 (b) you have paid in full on or before the End Date all the Licence Fee due under this Agreement up to and including the End Date
		6.3.2	withdraw from your course of study and you satisfy the following conditions: (a) you give the Accommodation Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and (b) you have paid in full on or before the End Date all the Licence Fee due under this Agreement up to and including the End Date.
		6.3.3	are unable to occupy the accommodation or we are unable to provide the Accommodation because of events beyond yours or our control such as an outbreak of a pandemic or epidemic or the application of government controls; and (a) you provide four weeks written notice of your intention to terminate this Agreement and, in the notice you specify the End Date; and (b) you remove all your belongings from the Accommodation and return your key / access card.
		6.3.4	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.
6.4	**Our right to terminate if you have breached the Ts & Cs**		We may terminate this Agreement in any of the following circumstances :
		6.4.1	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
		6.4.2	where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out as 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, 2.8.12, 2.8.14 and 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)
		6.4.3	if you are made bankrupt
6.5	**Our right to terminate for other reasons**		We may also terminate this Agreement by giving you not less than 4 weeks written notice if:-
		6.5.1	We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation because of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation; or
		6.5.2	You are no longer pursuing a course of study with us or have suspended or interrupted your course of study with us; or
		6.5.3	We reasonably consider, because of your behaviour or for any other reason (e.g. 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 and terminate the Agreement; or
		6.5.4	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 misrepresentation, and we consider (acting reasonably) that relevant information makes you unsuitable to live in the Accommodation.
6.6	**Effect if we terminate the Agreement**	**6.6.1**	If we terminate the Agreement in the circumstances set out in Clauses 6.4 or 6.5 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.
		6.6.2	If we terminate this Agreement in the circumstances set out in Clauses 6.5.1 or 6.5.2, 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.
		6.6.3	If the agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action to obtain a court order requiring you to move out.

6.7	**Our right to suspend the Agreement**	**6.7.1**	We may suspend this Agreement if we believe that (acting reasonably and in the best interests of you and our wider study body) it is necessary because of any legislation and / or guidance issued by the UK Government.
		6.7.2	If we suspend the Agreement we will : (a) give you reasonable notice to vacate your Accommodation; and (b) suspend the Licence Fee with immediate effect; and (c) refund you the proportion of your Licence Fee paid in advance for the period commencing on the date the Agreement is suspended until you return.
		6.7.3	We will give you reasonable notice of when you are able to return to the Accommodation and when the Agreement will recommence and you must notify us in writing : (a) if you wish to return to the Accommodation, the date you will be returning; or (b) confirm you do not wish to return to the Accommodation at which the Agreement will terminate and the provisions of Clause 2.12 will apply.
7.	**COMPLAINTS**		
	Procedure	**7.1**	If you wish to make a complaint about an issue within your Accommodation or Room 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 Complaints Procedure 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 document so you can read it before Accepting this Agreement.
8.	**APPEALS**		
	Procedure for appeal under Regulations	**8.1**	If you are unhappy with a decision we make when exercising our rights under Clause 5.2.2(c)(vi) of this Agreement (a disciplinary matter under the Regulations) you may appeal that decision by writing to the Head of Student and Academic Services within ten working days of the date you were notified of the decision. Further details on the process can be viewed at Summary Discipline Panels (section 5)
	Procedure for all other appeals	**8.2**	If you wish to appeal any other decision we make when exercising our rights under this Agreement, including a Notice to Terminate issued under Clauses 5.2.2(c)(v) or 5.2.2(c)(vi) you may do so by writing to the Director of Residential and Sport Services within five working days of the date you were notified of the decision outlining your reasons for appeal.
9.	**OTHER MATTERS**		
9.1	**Notices**	**9.1.1**	All letters and notices sent by : (a) us to you will be properly serviced 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 for the Accommodation (or such other address that you have notified us about in accordance with Clause 9.1.3) or by email (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 is sent by e-mail to accommodation@manchester.ac.uk
		9.1.2	A notice sent by the following means is to be treated as having been received; (a) if delivered by hand on the day or 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.
		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.
		9.1.4	You agree to pass onto us immediately any statutory letters or notices served on you by a third party (i.e. not us)
9.2	**Data Protection**	**9.2.1**	We will comply with the UK General Data Protection Regulations 2021 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 the reasonable cost of providing copies of the information.
		9.2.2	By accepting this Agreement you agree that all data held by us can be shared between our departments and third parties (e.g. contractors employed by us to undertake services at the Hall, a sponsor, the police, any third party accommodation providers from whom we lease the Hall and provide the Accommodation to you under this Agreement or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.
		9.2.3	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.
9.3	**Liability for loss or damage**	**9.3**	Subject to the provision 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**	**9.4.1**	This Agreement is governed by English law and international students should be aware that this may differ from their home country
		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.
9.5	**Legislation**	**9.5**	The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means to 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**	**9.6**	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**	**9.7**	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 fourteen days of written demand)
9.8	**Guarantees of accommodation**	**9.8**	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**	**1.1**	Your Licence Fee must be paid either:
		1.1.1	In full (i.e. in one single payment (a "single payment") at the time you Accept this Agreement; or
		1.1.2	By "instalments" by paying the Advanced Licence Fee Payment when you Accept this Agreement and then paying the balance of the Licence Fee in : (a) in one single instalment by the methods detailed in paragraph 3 below ("Single Instalment") (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")
		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 you will be deemed to have elected pay the Licence Fee in full in accordance with Clause 1.1.1 above.
		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.
		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 3% above the Bank of England base rate may be added to the Licence Fee where the instalment is more than 14 days overdue for each day the instalment remains outstanding 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 28 days or more.
		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 or self.funding@manchester.ac.uk before the Instalment due date to discuss your options.
2.	**Payment in a Single Instalment**	**2**	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)
		2.1.1	You must make the Single Instalment payment in full on or before the instalment date by : Credit or debit card, either: (a) in person at your Hall Administration Office; or (b) online at the point of Acceptance via the online acceptance process; or (c) online via the My Financials section of My Manchester

			https://my.manchester.ac.uk/en/my-profile
		2.1.2	Bankers draft or Weston Union (only available if you do not have a UK bank account) and cannot pay online via the My Financials section of My Manchester) you must contact the Accommodation Office
		2.2	The instalment date is detailed in the payment plans available at Payment Plans (The University of Manchester)
3.	**Paying in Termly Instalments**		If you have elected to pay the Licence Fee by a Three Instalments (in accordance with Paragraph 1.1.2 (b) of this Schedule 1 – see above)
		3.1	You must make the payments by Direct Debit. You may elect to set up the Direct Debit mandate :-
		3.1.1	(a) online at the point of Acceptance via the online acceptance process; or (b) online via the My Financials section of My Manchester https://my.manchester.ac.uk/en/my-profile
		3.2	If you fail to set up a Direct Debit mandate in accordance with paragraph 4.1 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.
		3.3	Please note that a Direct Debit can only be set up from a UK bank account and not a savings or deposit account. If a third party is setting up a Direct Debit from their account they will need your Student ID number to do this.
		3.4	Your instalments amounts together with the collection dates by which each of your instalment payments must be made are available at Payment Plans (The University of Manchester)
		3.5	The Direct Debit payments will be taken from your bank account on the agreed instalment date.
4.	**Sponsors**	**4**	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 and any purchase order number required by the Sponsor. 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.

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
Advanced Licence Fee Payment	Means the Advanced Licence Fee Payment as specified in the Agreement Summary.
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.
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.
Hall	Means the specific hall named in the Agreement Summary together with any external areas of the hall which are owned by us (e.g. 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.
Halls Disciplinary Team	Means members of the Residential and Sport Services team who participate in Disciplinary panels
Inventory	Means the list of furniture and equipment at the Accommodation which will be provided to you on arrival.
Licence Fee	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary
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.
Regulations	Means the University's Regulation XVII 'Conduct and Discipline of Students' which can be reviewed at: Regulation XVII Conduct and Discipline Of Students . 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.

Residential Life Manager	Means the manager of the Residential Life Team.
Residential Life Team	Means the team of Senior Residential Life Coordinators, Residential Life Coordinators and Residential Life Advisors that live in the Hall or in any of our other halls of residence to provide support to the resident community.
Residences Senior Management Team	Means the team of senior managers responsible for the operation of the Hall (and any of our 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	Means the Student Payments and Registration Team, contactable via Student Support | Student Support Hubs | The University of Manchester
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 (e.g. 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