



Accommodation Agreement 2011-2012

London South Bank University is hereby offering you a place in one of its Student Residences. The terms and conditions of the accommodation agreement/licence are listed below. If there is anything which is unclear or which you do not understand, please contact the Accommodation Office or Residence Manager for further explanation. This is a legally binding document and it is important that you understand and accept your commitments and responsibilities as a resident student before you electronically sign your accommodation agreement by accepting your online offer of accommodation.

1. Definitions

To assist you with the Accommodation Agreement, the following expressions shall have the following meanings: -

- 1.1 "University" shall mean London South Bank University of 103 Borough Road, London, SE1 0AA. Email: accommodation@lsbu.ac.uk
- 1.2 "Student" shall mean the Student named in the Schedule to the Accommodation Agreement as described in point 1.3 immediately below.
- 1.3 "Schedule" shall mean the Schedule attached to the front of this Accommodation Agreement.
- 1.4 "Student Residence" shall mean the student residence specified in Clause 3 of the Schedule.
- 1.5 "Accommodation Period" shall mean the period specified in the Schedule.
- 1.6 "Residence Fees" shall mean the fees specified in Clause 5 of the Schedule.
- 1.7 "Room" shall mean a room within the Student Residence, which the University shall allocate to the Student from time to time.
- 1.8 "Flat" shall mean such flat which forms part of the Student Residence and which includes the Room.
- 1.9 "Common Parts" shall mean all designated communal areas of the Student Residence including the kitchen areas, bathrooms and toilets.
- 1.10 "Room Booking Fee" is the sum of £300.00 paid by the Student to secure a place within the Student Residence for the Accommodation Period, that will be credited to the Student's Residence fee.
- 1.11 "Residence Manager" shall be the person appointed from time to time by the University to act as Residence Manager of the Student Residence.
- 1.12 The clause headings and margin notes in this Accommodation Agreement are for reference only and shall not affect the construction of this Accommodation Agreement.

2. Licence

The University grants a licence and will allow the Student to use and occupy the Room on a non-exclusive basis for the Accommodation Period. Nothing contained in this Accommodation Agreement shall be constructed as setting up the relationship of Landlord and Tenant. The University and the Student agree and confirm that no tenancy or right of exclusive occupation is created by this Accommodation Agreement.

3. Student Undertakings

The points below set out the Student's responsibilities whilst residing in the Student Residence. Please read these carefully.

The Student agrees, undertakes and acknowledges that: -

3.1 Payment of Residence Fees

- 3.1.1 The Student will pay to the University the Residence Fees on the dates and in the proportions set out in clauses 6 and 7 of the Schedule, found on page 2 of the accommodation offer letter.
- 3.1.2 If payment of the Residence Fees is made by personal cheque and if upon presentation to the issuing bank the cheque is not honoured the Student will pay a charge of £25.00 for each cheque not honoured
- 3.1.3 If the University terminates this Accommodation Agreement on any of the grounds set out in clause 6, and subject to using reasonable endeavours to re-let the Room, it may use the Room Booking Fee and/or any balance of the Residence Fees to satisfy in whole or in part any monies due to the University from the Student (i) under this Accommodation Agreement or (ii) by way of damages for breach of any terms under this Accommodation Agreement.

3.2 Use of the Room

- 3.2.1 The Student will only use the Room as a study bedroom in connection with the Student's course of study at the University.
- 3.2.2 The Student will not share the Room or sub-let it or transfer occupancy to any person. Unauthorised occupation of the Room will be treated by the University as a serious breach of this Accommodation Agreement.
- 3.2.3 Use of the University Internet / Intranet connection in the Room is subject to any regulations governing the use of the University's ICT Services from time to time. If the University reasonably believes that the Student has breached the provisions of this clause or has in any other way misused these services it may in its absolute discretion withdraw these services.
- 3.2.4 The Student will not carry on any trade or business from the Room and will not use the address of the Room in any documentation connected with any trade or business.

3.3 Cleanliness and Care and Maintenance of the Room, Flat and Common Parts.

- 3.3.1 A Room inventory of the furniture fixtures and fittings in the Room will be issued to the Student on the commencement of the Accommodation Period or (if later) the date the Student takes up occupation of the Room. The Student shall check the Room Inventory and return it to the Residence Manager within 3 days of receipt either confirming its accuracy or indicating any inaccuracies. If the Student fails to return the Room Inventory within 3 days then the Student shall be deemed to have accepted it as accurate.
- 3.3.2 A Flat inventory of the shared equipment in the Flat shall be posted in the Flat. The Student shall check the Flat Inventory within 3 days of commencement of the Accommodation Period and shall notify the Residence Manager of any inaccuracies. If the Student fails to notify the Residence Manager of any inaccuracies the Student shall be deemed to have accepted the Flat Inventory as accurate.
- 3.3.3 The Student will immediately notify the Residence Manager of any defects or damage to any part of the Student Residence Flat, Room or Common Parts which the Student becomes aware of.
- 3.3.4 Upon the Student vacating the Room the Room Inventory and Flat Inventory shall be checked by the Residence Manager and the cost of replacing the items found to be missing or damaged shall be paid by the Student.
- 3.3.5 The University or the Residence Manager may in its absolute discretion remove from the Room or Flat of which the Room forms part such items or fixtures and fittings in the Room Inventory and the Flat Inventory during the Student's occupation of the Room and Flat.
- 3.3.6 The Student will keep the Room/Flat and Common Parts and all contents clean, tidy and hygienic at all times and will leave them in such condition at the end of the Accommodation Period and clear of all personal belongings. If the Student fails to observe this undertaking the cost of any cleaning arranged by the University will be charged to the Student.
- 3.3.7 Where damage or loss occurs at the Student Residence and (despite all reasonable efforts it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including £20.00 administration fee per student where the University (in its reasonable discretion) considers appropriate. The Student shall not be required to contribute to loss or damage which in the University's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her Undertakings in this Accommodation Agreement.

- 3.3.8 Nothing shall be fixed to the walls or other surfaces such as posters or notices unless written permission has been given by the Residence Manager. The cost of repair for any damage or defacement will be charged to the Student.
- 3.3.9 The Room should not be decorated or painted at all by the Student.
- 3.3.10 No satellite dishes are permitted to be fixed or erected on any part of the Student Residence.
- 3.3.11 The Student must not install a private telephone connection in the Room, Flat or Common Parts.
- 3.3.12 The Student must not use, or permit others to use, the heating and lighting apparatus in the Room for anything other than normal domestic purposes.
- 3.3.13 The Student is responsible for ensuring that all portable electrical equipment brought into the Student Residence meets current UK safety legislation and standards and where relevant have been Portable Appliance Tested by a qualified electrician. The University reserves the right to remove any such appliance which does not meet this requirement.
- 3.3.14 Any furniture or furnishings brought into the Student Residence by the Student must comply with all relevant Health and Safety legislation including the "Furniture and Furnishings (Fire) (Safety) Regulations 1987". The Residence Manager must approve any furniture or furnishings before they are brought into Student Residence and any furniture or furnishings not approved must be removed from the Student Residence immediately and the Residence Manager may remove any furniture or furnishings not removed by the Student. A charge may be levied for such approval or removal payable by the Student.
- 3.3.15 Not to bring additional domestic appliances (including items such as refrigerators and cookers) into the Student Residence. Students who need to keep medication refrigerated may apply to the University for permission to keep a refrigerator in the Room and this will not be unreasonably withheld.
- 3.3.16 No live creatures or pets will be kept in the Room, Flat or Common Parts of the Student Residence.

3.4 Access

- 3.4.1 The Student will not impede any member, officer, servant or agent of the University in the exercise by them of the University's right of possession and control of the Room and the Flat and in particular to give all reasonable assistance and facility to (i) such members, officers, servants or agents of the University and Residence Manager's right of access at any time in line with their duties (ii) representatives or statutory bodies, contractors or other organisations authorised by the University or Residence Manager to enter the Student's Room or Flat in which the Student's Room is situated.
- 3.4.2 The University and Residence Manager will use their reasonable endeavours to ensure that such persons mentioned in clause 3.4.1 above will carry some form of identification.
- 3.4.3 Wherever possible the Students will be told in advance of such visits.

3.5 Guests

- 3.5.1 The Student may invite any person ("Guest/s") other than any who have been barred by any Residence Manager from visiting any Student Residence into the Room
- 3.5.2 Guests must comply with any signing in and out procedures, which operate from time to time in the Student Residence.

This is expressly important for Health and Safety reasons in the event that the Student Residence has to be evacuated.

- 3.5.3 All Guests are required to leave by midnight unless prior permission has been given by the Residence Manager. Permission is given at the discretion of the Residence Manager and his/her decision is final. A "Request for an Overnight Guest/s Permit" form must be completed by the Student and approved by the Residence Manager. Any Guest/s aged less than 18 years will not be permitted to stay after midnight.
- 3.5.4 Any Guest/s may only stay in the Room provided that the Residence Manager gives permission for a maximum of three nights. Permission is given at the discretion of the Residence Manager and his/her decision is final.

- 3.5.5 Any Student who has unauthorised Guests will be liable to disciplinary action, which may result in termination of this Accommodation Agreement.
- 3.5.6 Any Guest/s must observe the Student Undertakings contained in this Accommodation Agreement.
- 3.5.7 The Student will take responsibility for the good conduct and behaviour of all Guest/s of the Student and will repay to the University any costs which the University incurs in repairing any damage to the Room, the Flat, the Student Residence and/or the Common Parts caused by such Guest/s.

For the avoidance of doubt, if the Student's Guest/s make excessive noise, or cause damage or fail to observe the Student Undertakings, the Student may be disciplined by the Residence Manager in accordance with the University's disciplinary procedure.

3.6 Disturbances and Unacceptable Behaviour

- 3.6.1 The Student will ensure that all noise is kept to a very low level (i.e. not audible outside the Room) between 2300 hours in any day and 0700 hours in the following day.

The Student will not

- 3.6.2 Carry on any illegal or immoral or improper activity in the Room.
- 3.6.3 Make or allow any excessive noise (i.e. by shouting, slamming doors, playing radios or other electrical equipment loudly) at any time in the Room, Common Parts, or Flat or in the nearby vicinity of the Student Residence.
- 3.6.4 Engage in any abusive or unreasonable behaviour in the Student Residence or the nearby vicinity of the Student Residence which might cause any disturbance, annoyance, nuisance damage or injury to any residents or employees of the University or the occupiers of any premises adjacent to or neighbouring the Student Residence or to any other members of the public.
- 3.6.5 Possess, use or supply drugs in the Student Residence or allow the Flat or Room to be used for the storage use or supply of drugs by others. The Student will not use drugs other than those prescribed by the Student's GP.

The Student acknowledges that a breach of this clause 3.6.5 will result in disciplinary action and termination of this Accommodation Agreement.

- 3.6.6 The Student will comply with any reasonable directions given by the Residence Manager, Student Assistants or Security Officers employed by the University relating to the Student Residence.

3.7 Meetings and Complaints

- 3.7.1 The Student confirms that he/she will attend any meeting arranged by the University with the Residence Manager or any other person nominated by the University to discuss any matter connected with the Student's use of the Room on reasonable notice.
- 3.7.2 If the Student has any concerns regarding this Accommodation Agreement or any other aspect of his/her occupation of the Student Residence he/she will raise these with the Residence Manager in the first instance. If the matter is not resolved to the Student's reasonable satisfaction then he/she may refer the concern to the University's Head of Residential and Catering Services in writing specifying all steps which have already been taken to deal with the concerns.

3.8 Security

- 3.8.1 The Student will lock the Room and the Flat when going out to protect the security of the Room and other residents in the Flat.

This is for the safety of the Student and all other residents.

- 3.8.2 The Student will carry the keys / access card personally at all times and will not allow any other person to use the keys / access card to gain access to the Room or the Flat or the Student Residence. The Student will advise the Residence Manager without delay if the keys / access card are lost or stolen.

Any costs incurred by the University in changing locks and/or replacing lost or stolen keys / access card will be charged to the Student.

- 3.8.3 The Student will not do or omit to do anything, which may prejudice the security of the Room, Flat or Student Residence. Students who live on the ground floor must ensure that they keep their bedroom and kitchen windows secured when not in the Room or Flat..
- 3.8.4 All personal possessions and property of the Student are the responsibility of the Student and the Student will arrange such insurance as the Student thinks fit. The Student acknowledges that the University accepts no responsibility for such items.
- 3.8.5 The Student will not allow any person (other than a licensee of the Student Residence or a Guest for whom the Student will take responsibility for under clause 3.5.1) into the Flat or the Student Residence.
- 3.8.6 The Student will not allow any person who the Residence Manager has barred from visiting the Student Residence into any part of the Student Residence including any Flat or Room.
- 3.8.7 The Student will advise the Residence Manager in writing if he/she intends to be absent from the Student Residence for a period of 10 days or more during the Accommodation Period.

3.9 General Health and Safety

- 3.9.1 The Student will take all reasonable steps to ensure their own health and safety, and the health and safety of others in the Room, Flat and Common Parts.
- 3.9.2 The Student will not in any way put the health and safety or security of others or other people's property at risk.
- 3.9.3 The Student will not keep any weapon (including martial arts weapons) Firearm, Air Rifle or Pistol including replicas in the Room, the Flat or the Student Residence.
- 3.9.4 The Student must not tamper with window restrictors in the Room or Flat.

3.10 Fire Safety

- 3.10.1 The Student will not smoke, or allow Guest/s to smoke, in any area of the Student Residence.

For the avoidance of doubt there is a no-smoking policy operating in all areas of the University's Student Residences.

- 3.10.2 The Student will not use any candles, incense sticks, naked flames or anything similar in the Student Residence.
- 3.10.3 The Student will not tamper or interfere with Heat/Smoke Detectors, Fire Alarms, Fire Fighting Equipment, Emergency Exits or Fire Doors (including propping open Fire Doors) without good cause.

The Student acknowledges that a breach of this clause 3.10.3 will result in disciplinary action and termination of this Accommodation Agreement.

- 3.10.4 Not to cause any obstruction of Common Parts. Obstruction of fire escape routes will be treated as a serious breach of these undertakings and may lead to early termination of this Accommodation Agreement.
- 3.10.5 In the event of the fire alarms sounding, the Student and their Guest/s must leave the Student Residence as quickly as possible via the appropriate exit(s). Lifts must not be used for emergency evacuation.
- 3.10.6 The Student will cooperate with all Fire Drills and testing of Fire Alarms and Fire Detection Equipment.

Paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.5 and 3.10.6 are expressly important for the Health and Safety of all residents of the Student Residence. Failure to observe and cooperate with evacuation procedures may result in disciplinary action being taken.

3.11 Vacating the Room

- 3.11.1 Upon termination of the Accommodation Agreement for any reason whatsoever the Student shall immediately leave the Room allocated to him/her and remove all his/her possessions therefrom.
- 3.11.2 All keys and access cards must be returned to the Residence Manager and appropriate signing out procedure completed with the Residence Manager before leaving the Student Residence.
- 3.11.3 The Student agrees that he/she is responsible for all of his/her possessions which are left in the Room and/or the Flat after termination of this Accommodation Agreement. The University is entitled to remove any item left in the Student Residence by the Student when the Student vacates and shall not be obliged to return it to the Student (although the University will use all reasonable endeavours to contact the Student to arrange for an item to be collected if it is of obvious value and presumably left in error) .
- 3.11.4 When the Student leaves the Student Residence, the Student must provide the University with a forwarding address.

3.12 Personal Data

- 3.12.1 The Student hereby authorises the University to use his/her personal data for all lawful purposes in connection with the Accommodation Agreement including debt recovery, crime prevention and detection, measuring satisfaction, allocating rooms and ensuring appropriate tenant mix in the Student Residence, managing insurance, enabling the University to carry out its duties, or where there is serious risk or harm to the Student or to others, or to the University's or others property and all matters arising from the Students membership of the University.

3.13 University Costs

- 3.13.1 The Student will repay to the University all losses, claims, demands, damages, costs, expenses incurred of any kind incurred by the University arising out of any breach or non-observance of the terms of this Accommodation Agreement.

3.14 Operational Regulations

- 3.14.1 The Student is not permitted to park a car or similar motor vehicles on the Student Residence without the prior consent of the Residence Manager.
- 3.14.2 The Student is not to keep any cycle or motorcycle in the Room or the Flat and will park these in the specific areas (if any) provided at the Student Residence and in accordance with any Operational Regulations.
- 3.14.3 The Student is not permitted to hang washing or other items from balconies or windows.
- 3.14.4 Any breach or non-observance of these Operational Regulations will be treated as a breach of this Accommodation Agreement in terms of clause 6.1.7.

4. University Undertakings

These points set out the University's responsibilities to you as a resident student. Please read them carefully.

Subject to the Student paying the Residence Fees and complying with the undertakings contained in this Accommodation Agreement the University undertakes: -

- 4.1 To provide a Room for use by the Student as a single study bedroom in such part of the Student Residence or any other Student Residence owned or controlled by the University as the University may determine.
- 4.2 That the Room will be in a good clean condition immediately before the Student takes up residence.
- 4.3 That the Common Parts will be cleaned once a week.
- 4.4 To give the Student at least 7 day's notice prior to entering the Room or Common Parts for planned maintenance work. No notice will be given in the case of an emergency, for disrepair reported by the Student, for matters relating to health and safety, or any other matter affecting the suitability of the Room or Common Parts for habitation. For other purposes the University will aim to give the Student at least 24 hours notice.

- 4.5 To provide the Student with details of a named contact person who may be contacted within notified times 7 days a week.
- 4.6 To provide a named contact person for the Student to contact in emergencies at all times.
- 4.7 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Room or Common Parts carries and allows the Student to inspect appropriate identification documents.
- 4.8 Not to disclose personal information obtained from the Student except as permitted by clause 3.12.1 (under Personal Data as above)
- 4.9 To use such efforts as it thinks fit to ensure that all Students comply with the undertakings contained in the Accommodation Agreement in order to provide a pleasant environment for all Students as far as is reasonably possible.

5. Room

- 5.1 This Accommodation Agreement does not confer on the Student the right to exclusive use and occupation of the Room and the University may require the Student to move to another room at any time.
- 5.2 The University reserves the right to relocate the Student to comparable alternative accommodation where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of the Accommodation Agreement the Student will have the right to terminate their Accommodation Agreement (without having to comply with the conditions in clause 6.5 and without compensation) as an alternative to relocating.
- 5.3 Where the University relocates the Student because the Student is in breach of the Accommodation Agreement or where the relocation is made at the Students request the Student shall pay the University an administration and cleaning fee of £50.00.

6. Termination of the Agreement

- 6.1 The University may terminate this Accommodation Agreement by serving upon the Student written notice to quit requiring the Student to deliver up possession of the Room four weeks from the date of service.
 - 6.1.1 if the Student is suspended or excluded from the University pursuant to the University's student disciplinary procedure as amended from time to time;
 - 6.1.2 if in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or another person's property, or makes them unfit to be in Student Residence;
 - 6.1.3 if the Student fails to complete the University enrolment process;
 - 6.1.4 if the University reasonably believes that the Student has ceased to be a bona fide student of the University;
 - 6.1.5 if the Student has not taken up residence or made arrangements with the University for late arrival (which the University will confirm in writing) within the first 7 days of the Accommodation Period;
 - 6.1.6 if the University reasonably believes that the Student has stopped living in the Room;
 - 6.1.7 if the University reasonably believes that the Student is in breach of any or all of their obligations in relation to guests, disturbances and unacceptable behaviour, general health and safety, fire safety and operational regulations contained in clauses 3.5, 3.6, 3.9, 3.10 and 3.14 of this Accommodation Agreement;
 - 6.1.8 if payment of the Residence Fees or any other payment required by the Accommodation Agreement is 14 days or more overdue;
 - 6.1.9 if the Student fails to remedy any breach of obligations contained in this Accommodation Agreement (save for those referred to in clause 6.1.7.) within 3 days of written request from the Residence Manager and/or the University.

- 6.2 A breach of the Student's obligations in the Accommodation Agreement may also be treated as a breach of the University's student disciplinary procedure which is binding on all students from the point of enrolment.
- 6.3 The Student may apply for early termination of this Accommodation Agreement by giving the University 4 weeks written notice provided that prior to the student vacating:
- 6.3.1 (a) a replacement student who is satisfactory to the University as a resident enters into an Accommodation Agreement for the Room with the University (b) makes reparation to the University's reasonable satisfaction for any breach of this Accommodation Agreement and (c) returns all keys and access cards issued by the Residence Manager and (d) pays to the University a cancellation charge of £50 together with all sums other than Residence Fees due under this Accommodation Agreement..

For the avoidance of doubt the Student will remain responsible for the Residence Fees until such time as a replacement student has entered into an Accommodation Agreement with the University or the Accommodation Agreement comes to an end, whichever is the earliest.

- 6.4 The University will make vacated rooms available to other students for room transfers but transfers will not be treated as finding a replacement student and refunds of Residence Fees will only be given where the void in the Student Residence caused by the Student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms it has which are already vacant before allocating people on its waiting list for release.
- 6.5 If the Student's Accommodation Agreement is terminated early by either the University or the Student the University will refund a fair proportion of pre-paid Residence Fees (after making any proper deductions to cover its losses and charges properly payable under the Accommodation Agreement) as soon as possible after the termination becomes effective.

7. Notices

- 7.1 All notices required to be given by the Student under the terms of this Accommodation Agreement to the University must be in writing and must either be delivered by hand to the Residence Manager or delivered by hand or sent by recorded delivery post to the University at the address listed under the definitions of the Agreement marked for the special attention of the Head of Residential and Catering Services.
- 7.2 All notices required to be given by the University to the Student must be in writing and must either be left in the Room or sent by recorded delivery post to the Student at the Student Residence or at the address listed in the Schedule.

8. Third Party Rights

The University and the Student hereby agree to exclude the operation of the provisions of the Third Party (Rights and Liabilities) Act 1999 in relation to this Accommodation Agreement and any document entered into pursuant to the Accommodation Agreement.

9. Cancellation.

As this Accommodation Agreement was not signed at a face to face meeting with the University, the Student has the right of cancellation without any cost within 7 working days of conclusion of the Agreement. The Student may cancel this Agreement by delivering a letter of cancellation to the University Student Accommodation Office or by sending it by post fax or email. The Student may not however cancel this Agreement once they have taken up occupation of the Room. By accepting this Accommodation Agreement online the Student confirms that the University does not have to wait for the cancellation period before providing the room.

10. Insurance.

- 10.1 The University insures the Student Residence under a policy which includes a level of cover for loss or damage caused by the Student and for loss or damage to the Students personal possessions and property.
- 10.2 The Student acknowledges that this insurance does not remove any liability which the Student may have for any such loss or damage caused by the Student and does not remove the responsibility of the Student to ensure that the Student's personal possessions and property are properly insured.

- 10.3 The University will supply a summary of cover to the Student upon reasonable request.
- 10.4 Student will not take or fail to take any action which might cause the insurance maintained by the University to be void or voidable.

11. Code of Practice

The University subscribes to the "Universities UK/SCOP Code of Practice for the Management of Student Housing" and the Complaints procedure set out in the Code applies to this Agreement.