RUNEL UNIVERSITY LONDON – Agreement with Students for the Head Lease Scheme 2023/24

This agreement is a legally binding contract

1 . This agreement was made on:	*(insert date)*

between **Brunel University London** (referred to in this agreement as the '**University**') and the students named below (referred to in this agreement as the '**Residents**'):

Student Number	***Name of the Resident***
(insert student number)	*(insert full name of the Resident)*
(insert student number)	*(insert full name of the Resident)*
(insert student number)	*(insert full name of the Resident)*

In this agreement, the expression 'Resident(s)' includes any one or more of the individuals listed above.

2. The University agrees to grant and the Residents agree to take a tenancy of the furnished property known as:

Address of Property	*(insert full address, postcode of the property to be let)*
EXCLUDING ANY GARAGE OR OUTBUILDINGS UNLESS OTHERWISE STATED	
THIS IS A NO SMOKING HOUSE	

(referred to in this agreement as the **'Property'**) on the terms and conditions set out in this agreement.

In this agreement the 'Property' includes any garden or driveway which is for an exclusive use of the occupiers (but not any shared garden or driveway). References to the 'Property' include contents provided at the Property for the Residents' use.

3. It is agreed that the maximum permitted occupancy of the Property shall be *(insert number)* persons

4. The Tenancy Agreement shall be for the period (referred to in this agreement as the **'Period'**)

From 12 noon on Friday *(insert date e.g. 16 June)* 2023 to 10am on Friday *(insert date e.g. 7 June)* 2024

5. The Accommodation Fee for the Property for the Period shall be £*(insert amount)* (**excluding utilities and council tax**) and is payable in instalments on or before the due dates shown in the table below:

Amount	Due Date	Instalment
£ *(insert amount)*	28 July 2023	*(insert date e.g. 16 June)* 2023 to 14 September 2023
£ *(insert amount)*	11 October 2023	15 September 2023 to 14 December 2023
£ *(insert amount)*	17 January 2024	15 December 2023 to 14 March 2024
£ *(insert amount)*	24 April 2024	15 March 2024 to *(insert date e.g. 6 June)* 2024
£ *(insert amount)*	29 July 2024	*7* June 2024 to xx September 2024 {Only applicable where start date is later, could be added to April Instalment – delete when appropriate}

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6 Legally binding contract

6.1 Before accepting this agreement, Residents should read this agreement and any regulations referred to in it, as there is no cooling-off period or right for the Residents to end this agreement before the expiry of the Period or, if earlier, until the Property is relet (see Clauses 34 and 35).

6.2 This agreement is governed by English law which international students may find quite different to the law which applies in their country. Residents should take advice before accepting the University's offer if they feel they need it.

6.3 Disciplinary action in accordance with the procedures set out in these tems and conditions (including the imposition of non-financial sanctions, fines or other financial charges) may be taken against any Resident in breach of these tems and conditions. Disciplinary action may also be taken under the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) where appropriate to deal with the Resident's behaviour under those procedures.

6.4 In cases of the Residents' serious or persistent breach of their obligations in this agreement, the University is entitled to take steps to terminate the agreement (see Clauses 34 and 35).

6.5 The Residents will be liable to compensate the University for any losses sustained and/or expenses properly and reasonably incurred as a result of the Residents' breach of their obligations in this agreement (including the costs of enforcement), and the Residents agree to pay such sums within 7 days of the University's invoice for them.

6.6 The University's policy is to share information with the police if it has reasonable grounds to suspect that any of the Residents are engaged in any criminal activity.

7 Joint and individual liability

7.1 All the Residents' obligations set out in this agreement are joint and several obligations. This means not only that the Residents collectively are responsible for their obligations, but also that each of the Residents individually is responsible for all of the Resident's obligations. For example, **if the Residents fail to pay the Accommodation Fees in full, the University is entitled to claim all of the arrears from any one of the Residents, even if that Resident has already paid a share of the Accommodation Fees.** It also means that if damage is caused to the Property by any of the Residents or their visitors, any one or more of the Residents can be charged for that damage – even if they personally did not cause it.

7.2 For the administrative convenience of the Residents, the University will suggest to the Residents how fees should be apportioned among them and will accept proportionate payments from Residents individually. The University's acceptance of part payments does not in any way alter the Residents' liability to pay any amount due under this agreement, in full, by the due date.

7.3 **IMPORTANT:** This is a fixed-term agreement and all the Residents are liable to comply with it's terms, including payment of Accommodation Fees, throughout the Period, whether they are actually living at the Property or not. Clause 35 sets out what the Residents have to do if they want to move out of the Property before the end of the Period. Residents should ensure they want the Property for the full Period before entering into this agreement because they are making a legally binding commitment to pay the Accommodation Fees, for themselves and their house-mates, for the full Period.

8 Criminal Disclosure

8.1 If an applicant has been convicted of a criminal offence, or is cautioned or charged by the police or other competent authority with a criminal offence, they are required to inform the University when applying for accommodation in properties owned or managed by the University. Failure to do so may result in applications for accommodation being rejected and/or immediate termination of any existing accommodation agreement. Applicants are not required to disclose convictions or cautions that are "spent" under the Rehabilitation of Offenders Act 1974 (as amended).

8.2 If an applicant has been convicted of a criminal offence which is not "spent" and/or who is charged with or cautioned in connection with fraud, burglary and sexual or violent offences, they will not be considered for accommodation in properties owned or managed by the University. In cases of other offences or charges, applications and restrictions will be considered on an individual basis.

8.3 If a Resident becomes the subject of a criminal investigation or is charged with, or convicted of a criminal offence or is cautioned by the police or other competent authority after entering into this agreement, the University may terminate their agreement. It is the duty of the resident to inform the Allocations team and, depending on circumstances, their eligibility for accommodation may be assessed. Failure to disclose a criminal investigation may impact on their right to remain in the Property.

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9 Accommodation Fees, other charges payable to the University and rebates

9.1 The Residents will pay the Landlord all costs reasonably incurred in enforcing the Residents' obligations in this agreement or arising from a breach of them, including, without limitation interest on any sum due under the this agreement and the interest will be calculated at 3% a year above the Bank of England's base rate from time to time from for the period when the sum became due, until it is paid. Charges will be invoiced to the Residents' University accounts and will be payable on receipt of invoice for: the costs of taking legal advice about a breach or suspected breach of this agreement, whether or not legal proceedings have begun; tracing a Resident if he/she has left the Property; costs in excess of the fixed costs and court fees set out in the Civil Procedure Rules; and costs of enforcing any judgement and applicable VAT.

9.2 Brunel students can view their Brunel finance account on eVision under 'My Money'. This can be used to see when the next instalment of accommodation fees is due, any additional charges that have been incurred under this agreement and how much the Residents are liable to pay at any given time.

9.3 The Residents will be charged Accommodation Fees for the Period stated in Clause 4.

9.4 In calculating the proper and reasonable costs of repair, replacement, cleaning and for any other damages, the University may take into account its own time and expenses of arranging for the work to be done.

9.5 The Residents will be provided by the University with a recommended weekly fees split between the Residents. The Resident/s must accept or notify of their preferred weekly rent split within 7 days of receiving this information.

9.6 The Residents are required to pay Accommodation Fees, charges or administration charges under these terms and conditions. Please note that unpaid charges which are overdue for payment are subject to a late payment charge (see regulation 9.1).

9.7 All payments can be made by the following methods:

9.7.1 By credit/debit card to the University Income Office on +44 (0)1895 265264;

9.7.2 Online by credit/debit card via your eVision account or at: www.brunel.ac.uk/study/online-payment-facilities-for-students. After payment has been made online you will receive a confirmation email from the payment provider (Capita).

9.7.3 By a bank transfer to the following account details:

HSBC Brunel University London
Account Number: 00183849
Sort Code: 40-45-08
Swift Number/BIC (Bank Identification Code Number): MIDLGB2109L
IBAN Number (International Bank Account Number): GB76MIDL40450800183849

NOTE: If you choose the bank transfer method, please ensure that you include your full name and Brunel student ID number on the bank transfer document to help us identify your payment. A copy of the bank transfer receipt must be sent to and received by the Allocations team by email or post by the deadline date you will have been provided (e.g. instalment or invoice due date).

9.7.4 These can be made by credit/debit card, travellers cheque in GBP, bank transfer or bankers draft.

9.8 For Brunel students, payment of the Accommodation Fees for the academic year is preferred by direct debit. You can set up a direct debit at: www.brunel.ac.uk/study/online-payment-facilities-for-students. At the end of the Period you should cancel your direct debit by contacting your bank.

9.9 Accommodation Fees will not be reduced for late arrivals or early departures. The University may reduce Accommodation Fees in the event of an early departure if the University relets the Property for any unexpired part of the Period (see Clause 35).

9.10 Some categories of Resident may be eligible for a monthly payment schedule. Details of this will be available from the Student Centre once the Resident has registered at the University and received an invoice on their eVision account.

9.11 Any amount in addition to Accommodation Fees for which a Resident is liable under this agreement will be added to their University eVision account and will be payable within 7 days of notification.

9.12 The Residents must pay the University for all losses sustained and all costs reasonably incurred as a result of the Residents' breach of their obligations in this agreement. The amount that the University will charge may include (but is not limited to):

9.12.1 the costs of taking legal advice about a breach of this agreement, whether or not legal proceedings have begun;

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9.12.2 the costs of obtaining possession;

9.12.3 tracing a Resident if he/she has left the Property without giving the University a forwarding address;

9.12.4 costs reasonably and properly incurred even if they are in excess of the fixed costs and court fees set out in the Civil Procedure Rules;

9.12.5 costs of enforcing any judgement;

9.12.6 applicable VAT.

9.13 Any amount which the Residents are liable to pay under this agreement (including Accommodation Fees) which remains unpaid at the end of the agreement may be deducted from the Deposit.

9.14 Disciplinary action will be taken against any Residents who fail to move out by the due date and time.

9.15 Residents who have outstanding accommodation related charges owed to the University will not be offered or allocated University-managed accommodation until all outstanding payments have been made.

10 Utilities

10.1 Unless otherwise specifically stated in this agreement, charges for water, sewerage, electricity, gas, telephone and data are not included in the Accommodation Fees.

10.2 The Residents agree to pay the utility provider(s) all charges for electricity, gas, water, sewerage, telephone and data services/wifi (including standing charges) supplied to the Property during the entire Period.

10.3 The Residents will notify the utility providers at the start of the Period that the Residents will be responsible for payment of utility bills for the Property throughout the Period and will provide written confirmation to the University, within 28 days of the start of the Period, that all the utility accounts for the Property have been transferred into the Residents' names.

10.4 Details of the current gas and electricity suppliers are available from: https://www.uswitch.com/gas-electricity/guides/who-supplies-my-electricity-and-gas. The water is provided by Affinity Water: https://www.affinitywater.co.uk/contact us.aspx.

10.5 If any utility supply is disconnected, or any pre-payment meter installed, as a result of the Residents' failure to pay utility charges when they fall due or at all, the Residents will pay to the University within 7 days of demand any costs which the University reasonably incurs in having the service(s) reconnected and/or credit meter reinstated and/or any arrears the University pays on the Residents' behalf.

10.6 The Residents will not change the utility provider or change the utility meter without the University's prior written consent, which will not be withheld or delayed unreasonably. If the Residents change utility supplier without the University's consent, the University will be entitled to pass on to the Residents the reasonable costs of trying to trace the supplier if that is necessary to avoid having to pay disconnection or penalty debt charges.

11 Council tax

11.1 The Residents must check whether they are exempt from paying Council Tax on the Property at https://www.hillingdon.gov.uk/article/5908/Council-tax-student-discount/.

11.2 The Residents agree to pay Council Tax on the Property for any part of the Period when they are not exempt from paying, and will (within 7 days of demand) reimburse the University for any Council Tax it has to pay on the Property relating to the Period.

12 Television licence

12.1 The Residents will pay for a television licence for the Property if a television licence is required; to check if it is required go to https://www.tvlicensing.co.uk/.

13 Acceptance of condition

13.1 The Residents have had the opportunity to inspect the Property before entering into this agreement. Provided it is in a similar condition at the start of the Period, the Residents will accept the Property in that condition.

13.2 At the start of the Period the University will provide the Residents with an inventory showing the condition of the Property. The Residents will check the inventory as soon as possible after moving in. If the Property and/or contents are not in the same good and substantial condition and repair as they were in when the Residents inspected the Property, or if there are any discrepancies between the actual condition of the Property and its contents and the description on the inventory, **the**

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Residents will notify the University within 48 hours after receiving the first set of keys (to report a repair submit a maintenance request form online at www.brunel.ac.uk/lettings/ and/or to record a property condition/content discrepancy please email student.living@brunel.ac.uk) otherwise the University assume that the inventory is correct.

13.3 If the Residents fail to bring any discrepancy on the inventory, or other defect in the Property, to the University's attention at the start of the agreement, it may be difficult for the Residents to prove later that the damage or defect was not their responsibility.

14 Maintenance and repairs

14.1 The University will keep the structure and exterior of the Property in repair (including drains, gutters and external pipes) but this will be at the Residents' expense where they have caused the need for repair.

14.2 The University will keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation and the installations for space heating and heating water but this will be at the Residents' expense where they have caused the need for repair.

14.3 The University's obligation to repair does not arise until it becomes, or should have become, aware of the need for repair.

14.4 The Residents shall keep the Property (including the windows) and all its contents clean throughout the agreement Period.

14.5 During the agreement Period the Residents must promptly report any defects, disrepair, damage, losses and breakages to the University by completing a maintenance request form online at https://brunel-student.fixflo.com/. If the Residents unreasonably delay reporting a defect the University shall be entitled to pass onto the Residents any increased costs of rectification arising from the delay.

14.6 The Residents will pay the University the proper and reasonable costs (see regulation 9.4) of repairing or replacing anything in the Property that is damaged and replacing anything that is missing from the Property, and for any cleaning required to bring the Property and contents back to the same standard of cleanliness as they were in at the start of the agreement, except for:

14.6.1 damage caused by fair wear and tear;

14.6.2 damage or loss caused by a risk that the property owner has insured against (unless the insurer withholds payment due to the Residents' action or neglect or where regulation 39.3 applies);

14.6.3 damage or loss caused by malicious persons, provided that the Residents provide the University with a police crime reference number.

14.7 Costs payable to the University for repair, replacement or cleaning will be the joint liability of all the Residents (who may agree among themselves what proportion each Resident should contribute). A Resident who considers they have a good reason for not being charged (for example, if they can provide documented evidence they were away at the time when damage was caused) has the right to appeal to the University's Property Officer or their representative.

14.8 The University shall not be liable to carry out repair or replacement or cleaning where the Residents are at fault until the Residents have paid the proper and reasonable costs of doing so. If work is necessary immediately to avoid a health and safety risk, or the risk of serious damage to the Property, the University may carry out that work as soon as practicable, but will be entitled to pass on the cost of doing so to the Residents later.

15 Decoration

15.1 The Residents will not decorate the Property.

15.2 The Residents will not damage the decoration at the Property (for example by using **blu-tac, white-tac, sellotape, drawing pins or any other adhesive** on the walls or woodwork or any other part of the Property). Driving nails or screws into the plasterwork or woodwork will be regarded as causing damage, for which the Residents will be liable to pay to repair.

16 Alterations

16.1 The Residents agree not to make any internal or external alteration to the Property or its contents and not to install or permit to be installed any wireless or television or data cable, aerial or dish.

16.2 The Residents are not permitted to erect any sign, notice or advertisement visible from the outside of the Property.

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17 Use of the Property and contents

17.1 The Residents agree to keep the Property and its contents in the same good and tenable condition and internal repair as they were in at the start of the Period. The Residents will not remove any of the Property's contents during the Period.

17.2 This agreement is personal to the Residents and they shall not assign, transfer, sub-let, or part with possession or occupation of the whole or any part of the Property, or share possession or occupation except with each other.

17.3 The Residents will use the Property solely as a private dwelling for themselves alone. No Resident may use or permit the Property to be used for the purposes of conducting a business or commercial activity, and registration of a limited company, limited liability partnership, community interest company or other corporate entity is not permitted.

17.4 The Residents must not allow any person to live with them, or instead of them in the Property. The Residents may have visitors to stay at the Property as permitted by Clause 26.

17.5 The Residents shall not change the use of any rooms at the Property (for example changing a living room intended for shared use into a bedroom).

17.6 The Residents agree not to use any garage or other outbuilding at the Property unless it is stated to be included in the agreement at Clause 2.

17.7 The Residents shall comply with all applicable legislation to avoid their actions or negligence having an adverse effect on the University or on the owners or occupiers of the Property or nearby property.

17.8 For security and insurance purposes, the Residents will promptly notify the University if they become aware that the Property will be vacant for a period of 60 days or more during the Period.

17.9 To avoid damage to the Property, the Residents project work (for example, carpentry, painting, spraying, metalwork, soldering, welding, etc) is not allowed in the Property, nor is the use of power tools or associated items of equipment (such as work-mate benches).

17.10 Drinking water is available from cold tap in the kitchen. The water in the bedroom/bathroom is not suitable for drinking.

17.11 For safety reasons and to reduce the risk of fire, the Residents must not keep or use cooking appliances (kettles, microwaves, toasters, etc), fridges or freezers in their bedrooms. Electrical items required to be kept in a bedroom for medical reasons are allowed provided written permission has been given in advance by the University (such permission will not be withheld unreasonably).

17.12 The Residents agree not to fix posters/pictures/photographs/decorative items or anything else to the Property except on any pin boards that may be provided. Blu-tac and similar products do mark walls and Residents must not use them. Residents must not use spray snow or similar decorative products.

17.13 If a television set is provided with the Property, the Residents will not remove it without first obtaining the University's written consent. The University will not unreasonably withhold consent if satisfactory arrangements are to be made for its storage. Any damage to or theft of the television is at the Residents' risk.

17.14 The Residents are advised not to keep bicycles inside the house as they may obstruct the fire exit or/and cause damage. However, bicycles kept outside should be securely locked to avoid theft.

17.15 The Residents will take all reasonable steps to avoid causing blockages in any of the drains, sinks, toilets or waste pipes serving the Property. If any blockages occur, the Residents will either arrange for the blockage to be cleared at their own expense, or report the blockage by completing a maintenance request form online at www.brunel.ac.uk/lettings. The University will recharge its cost of clearing the blockage to the Residents, unless the blockage occurred due to a reason which was not the Residents' fault (e.g. damage by tree roots).

17.16 The Residents will keep the Property adequately heated and ventilated and take all reasonable precautions to avoid condensation and mould growth.

17.17 The Residents will not smoke indoors but may smoke in any garden areas of the Property, well away (at least 4 metres) from any doors, windows or vents through which smoke could penetrate indoors. Residents must keep any areas used for smoking clean and clear of cigarette butts, which must be disposed of in the general outdoor rubbish bin. Smoking does not constitute fair wear and tear and any damage caused to the Property or its contents as a result of smoking will be re-charged to the Resident(s).

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17.18 During the Period the Residents are responsible for cleaning the Property (including bedrooms, bathrooms, kitchens, other shared areas) on a regular basis. If the Residents do not clean the Property to an acceptable standard the University will be entitled to carry out cleaning and dispose of rubbish and this cost will be charged to the Residents.

17.19 The Residents will dispose properly and safely of all rubbish, using the receptacles provided at the Property. The Residents will follow Hillingdon Council recommendations for rubbish, waste and recycling; please visit http://www.hillingdon.gov.uk/rubbishandrecycling for information.

17.20 Furniture, fittings and furnishings provided by the University are for the use of the Residents at the locations where they are placed and must not be moved to different rooms or stored in any cellar, attic, garage or shed. Furniture, fittings and furnishings provided by the University must not be dismantled or otherwise tampered with. Where an item carries a fire safety label, the Residents must not damage, deface or remove that label. Without the appropriate label, the item may not be suitable for use in a rented home, and the University may charge the Residents the cost of replacing the item (due allowance being made for the age and condition of the item at the start of the agreement).

17.21 Residents must not bring additional furniture (including large appliances) into the Property without first obtaining written permission from the University. Permission will be refused if any item comprising textiles does not carry an appropriate safety label, or where the the University (acting reasonably) believes that the item constitutes a hazard for any other reason.

17.22 The Residents shall take proper care of the Property and its contents and shall take reasonable care to avoid damage to them. The Residents agree to pay the University for the reasonable costs incurred in making good damage (including accidental damage) to the extent that any damage is beyond fair wear and tear, and the costs of replacing anything that is missing or beyond repair, allowing for depreciation of the item.

17.23 Wilful damage to and vandalism of the Property or its contents or any property belonging to others will be treated as a serious breach of this agreement and the University may take steps to terminate the agreement on these grounds, take disciplinary action and/or report any criminal activity to the police.

18 Violence and threatening behaviour

18.1 The Residents must comply with the Brunel University London Equality and Diversity Policys, available to view at www.brunel.ac.uk/about/administration/equality-and-diversity.

18.2 Residents must not behave in a violent, threatening, offensive or abusive manner to any person.

18.3 Residents must not intimidate or harass any person.

18.4 Breaches of this clause will usually also be a breach of the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) and will often be against the law.

18.5 The University may terminate this agreement on the grounds of a breach of this clause.

19 Noise and Nuisance

19.1 Noise and disruption inside or outside residences is equally disturbing and upsetting to those trying to study or sleep. It is more often the result of thoughtlessness than of malice. When it disturbs others, it is unacceptable for any reason regardless of the time.

19.2 Each of the Residents agrees to have due regard for the privacy, safety and well-being of the other Residents and the occupiers of neighbouring properties.

19.3 The Residents must not cause nuisance, disruption, disturbance or unreasonable annoyance to anyone at or near the Property at any time. Noise audible outside the Property between 11pm and 7am and obstructive parking of vehicles at any time will be regarded as nuisance. Unreasonable levels of noise at any time (e.g. animated discussions, slamming doors, shouting, loud music) will be regarded as nuisance. Noise nuisance can cause distress to a great many other people and the University will usually deal with such nuisance under the University's Regulation No 6 (Disciplinary Procedures for Student Misconduct). In serious or persistent cases the University may take action to end the agreement.

19.4 Many incidents involving noise or violence in off-campus accommodation are alcohol-related. Residents should remember that alcohol is addictive and alcohol abuse can lead to dependency, with serious consequences for health, academic work and personal finances. Any Resident who feels they are becoming dependant on alcohol should seek help and advice from the various student welfare support agencies on campus or from any other appropriate source. Residents are responsible for their own alcohol intake and being under the influence of alcohol or other recreational substances will not be treated as a mitigating circumstance where a Resident is in breach of this agreement or the disciplinary regulations.

19.5 The Residents must co-operate if asked by residents from the neighbouring houses to make less noise.

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19.6 The recreational use of unmanned aerial vehicles (UAV's) by Residents such as drones, balloons, and model aircraft, at or in the vicinity of the Property is prohibited. Further information on UAV's can be found at http://www.caa.co.uk.

20 General Conduct

20.1 The Residents must have respect for the belongings of others and not use, 'borrow' or damage any items which belong to others without the owner's permission.

20.2 Residents must conduct themselves in a responsible and considerate manner and refrain from any conduct likely to bring discredit to themselves or the University.

20.3 The Residents and their authorised visitors must comply with the reasonable instructions of the University's Student Living team, Allocations and Residences Staff and Security Personnel so far as they are consistent with this agreement and/or University regulations.

20.4 The Residents will not engage in unlawful possession, use, cultivation, manufacture or supply of controlled drugs, or unlawful dealing in controlled drugs or any other unlawful activity involving controlled drugs or psychoactive substances at or in the vicinity of the Property. Any Resident who is having problems with controlled or psychoactive substances should report to the Student Living team, Security Office and/or the Student Centre. The University may confiscate controlled substances and psychoactive substances in the possession of Residents or found at the Property (using procedures agreed with the police).

20.5 The University's policy is to report suspected criminal activity to the police. Criminal activity will be treated as a serious breach of the terms of this agreement for which the University shall be entitled to terminate it.

20.6 The University may terminate this agreement on the grounds of a breach of this clause.

21 Safety

21.1 The Residents will not do anything which may cause damage to the electrical installation or equipment at the Property or which may be a fire risk or in any other way put the health and safety, welfare or security of others or the University's or other people's property at risk.

21.2 Residents must maintain a reasonably safe environment for the University employees (or their agents) who may have to enter the Property (e.g. by ensuring the cables to personal electrical equipment are safe, by observing the prohibition on smoking, by keeping the floors free of trip hazards).

21.3 The Residents agree to comply with these Safety Regulations. Breaches of Clause 21 will be treated as serious breaches of this agreement, which may lead to the agreement being terminated, and may also result in disciplinary action being taken against the Residents under the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) and/or prosecution through the criminal justice system.

21.4 The Residents must observe the following safety precautions. If they do not do so, the University may issue a formal warning to the Residents and take such further disciplinary action as may be appropriate. In cases of serious or persistent breaches, the University may serve notice on the Residents, terminating this agreement.

21.4.1 Care should be taken not to activate fire safety equipment unnecessarily.

21.4.2 The Residents must not tamper with any of the fire safety equipment (e.g. door closure mechanisms, smoke/heat detectors, fire alarms/sounders, fire extinguishers/ blankets). To do so is a criminal offence and in addition to any disciplinary action the University may take, the University will report appropriate cases to the authorities. Resident offenders have been given prison sentences for such offences and the courts also have the power to fine offenders and order payment of compensation.

21.4.3 Irons must not be used without an ironing board and must not be left on when unattended. Ironing items on the carpet is strictly prohibited.

21.4.4 For safety reasons deep fat frying (or fryers) is not permitted in the Property. Other cooking appliances must only be used in kitchens and must not be left unattended at any time while in use.

21.4.5 Any Resident who brings an item into the Property is responsible for ensuring it is safe, and items that are not in a safe condition must not be brought into the Property.

21.4.6 If an electrical appliance supplied with the Property develops a fault, or a Resident believes it to be unsafe, the Resident must promptly report it to the University (see Clause 14).

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21.4.7 Electrical power circuits in the Property must never be overloaded (maximum capacity for each individual socket is 13 amps) and all power plugs and adaptors must be of a standard approved by the University i.e. BS1363 pt 1 (plugs) and BS 1363 pt 3 (adaptors). UK voltage is 230 volts and may differ from other countries. The Residents must ensure that all electrical appliances operate safely using 230 volts. Trailing power cables can be dangerous and are not permitted. The Residents should only use 4-gang socket adaptors with a single plug and not the 2 or plug-in, box-type adaptors. Other useful interactive information is available from the Electrical Safety Council at https://www.electricalsafetyfirst.org.uk/guidance/safety-around-the-home/overloading-sockets/.

21.4.8 Corridors, doorways, staircases and entrances must not be obstructed in any way. No items (including bins and bicycles) should be placed outside, around or beside doors. Fire doors must be kept closed at all times.

21.4.9 Residents must observe the University's No-Smoking Policy, which prohibits smoking in all University premises, including the Property. Use of E-cigarettes in the Property is prohibited.

21.4.10 Residents must not keep in the Property or bring into the Property any item which is, or is likely to become, hazardous to the health and safety of themselves or other people. The following is a non-exhaustive list of items that may be or become hazardous and which are therefore prohibited:

(a) Incense, candles or anything which smoulders or uses or has used coals, charcoal or has a naked flame;

(b) Explosive materials (e.g. fireworks);

(c) Highly flammable materials (e.g. petrol);

(d) Firearms, airguns or any other type of gun (even if licensed);

(e) Any offensive weapon (or any item which could be used as or perceived to be an offensive weapon).

21.4.11 Barbeques and patio heaters must not be brought inside the Property; and they cannot be used at any time and anywhere in the Property (including the outside areas of the Property).

21.4.12 The Residents must not discharge any fire extinguisher at the Property without good cause.

21.4.13 The Residents shall not do anything that would be likely to invalidate a typical household insurance policy or increase the rate of premium of such insurance.

21.5 The University is entitled to remove from the Property any article which:

21.5.1 is prohibited by this agreement;

21.5.2 it is illegal to have in one's possession;

21.5.3 constitutes an obstruction or a fire or health or safety risk; or

21.5.4 is not inherently hazardous, but has become so as a result of the Residents' actions or neglect.

21.6 The University shall be entitled in its reasonable discretion to decide whether or not an item constitutes a risk or hazard (even if the Residents hold an applicable licence for it).

21.7 If the University removes an item from the Property, as per regulation 21.5:

21.7.1 the University will dispose of the item as soon as reasonably practicable if it is perishable or animate or illegal to possess, without liability to the Residents or anyone else;

21.7.2 the University will give the Residents a receipt for lawful, non-perishable, inanimate items and will, if requested, return the item to the Residents at the end of the agreement;

21.7.3 the University shall be entitled, without liability, to dispose of any confiscated but returnable item which has not been claimed by the owner within 7 days of the end of the agreement;

21.7.4 the Residents will pay the University's reasonable costs of removal, storage and return or disposal if the item was not provided by the University;

21.7.5 the University shall not be liable for any damage to or loss of a confiscated item whilst in the University's possession or under the University's control.

22 Security

22.1 The Residents are required to take reasonable care for their own health and safety and that of others. They are expected to co-operate with the University on all matters of health and safety; to comply with University instructions on health and

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safety; to promptly report any Property-related accident, hazard; and to adopt a responsible attitude overall. In particular, the Residents must not tamper with any equipment or device provided for reasons of safety and must avoid putting themselves at risk (e.g. by climbing in or out of windows, tampering with window restrictors, etc).

22.2 The Residents will lock all external doors and lock or properly secure all windows at the Property before leaving it unoccupied at any time. If the Residents intend to leave the Property unoccupied for more than 3 weeks, they will first notify the University's Student Living team at student.living@brunel.ac.uk, and will comply with any reasonable instructions the University may give at that time (e.g. turn off water supply).

22.3 The University does not accept liability for any loss of, or damage to, personal property (including motor vehicles and motorcycles, etc) on the Property premises, unless it is as a result of the University's obligations or as a result of the University's negligence. Residents are responsible for the security of their personal property and should ensure that entrance/exit doors are securely locked.

23 Keys and locks

23.1 Some properties have lockable bedroom doors and some do not. The Property is let "as seen". Additional locks must not be added by the Residents. Additional locks will not be provided by the University; the Resident(s) can submit a maintenance request in accordance with Clause 14 of this agreement; after the request is received the University will check with an ower of the Property if an exception can be made for an internal thumb-turn bedroom lock to be installed.

23.2 When collecting keys for the Property, each Resident must provide valid photo ID, for example a driving licence, passport or Brunel University London ID. Keys will only be issued to the Resident and not to their representative.

23.3 Residents must take their keys or access cards/fobs for the Property with them whenever they leave the Property. A Resident who loses their key or who has locked themselves out may seek assistance from the University's Student Living team during normal office hours and from the University's Security Office outside normal office hours. Identification must be produced and such requests for assistance will not take priority over other duties of University staff. Unless the Resident is locked out because of a malfunction of the locking mechanism due to no fault of the Resident, the University will make a standard charge of £25 for this service, in addition to the cost of replacing lost or stolen keys or access cards/fobs.

23.4 If a key or access cards/fobs is lost or damaged, or not returned at the end of the Period, the University will charge the Residents the proper and reasonable costs of replacing the key or access cards/fobs or changing the lock, or re-coding/re-programming of any digital or electronic access control systems, including the University's costs of arranging the work. No charge will be made where it is clear that the key or device malfunctioned through no fault of the Resident.

23.5 Where keys or access cards/fobs are found after being reported missing, the Resident should notify the University as soon as possible. Charges for replacement keys, devices and locks will not be cancelled if the discovery is reported after the University has incurred those charges.

23.6 **All Residents must vacate the Property and return their keys or access cards/fobs for the Property to the University's Student Living office by 10am on the last day of the agreement.** The Property is not regarded as vacated until all Residents' keys or access cards/fobs have been returned to the Student Living Office. Keys must not be left at the Security Office or with a friend. Outside normal office hours keys may be posted through the Student Living Office letterbox in an envelope (these are available from the Student Living Office) clearly marked with the Resident's name and their student number. Keys must not be returned in the post.

23.7 If keys are not returned on time, the University may need to have additional keys made, or change the locks, and will claim the charges properly and reasonably (see regulation 9.4) incurred in doing so from the Residents as damages for breach of contract. The University will be entitled to claim loss of income if it cannot give access to replacement occupiers on time because a Resident handed back their keys after the deadline (see regulation 36.6). For this reason, it is recommended that Residents return their keys in person rather than relying on a friend to do this for them.

23.8 The Residents are not permitted to re-enter the Property after the Period has expired, even if the keys have not been returned to the Student Living office.

24 Access and inspections

24.1 The Residents agree to allow the University or any person reasonably authorised by the University to enter the Property at reasonable times for the purposes of viewing, inspection, maintenance and repair at reasonable notice. The University will use reasonable endeavours to give at least 24 hours' notice of viewings, inspections and planned maintenance but shorter notice may apply with the Residents' agreement for urgent repairs or maintenance. In the event of an emergency, the University may access the Property without any notice.

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24.2 Where there are gardens, outbuildings or garages at the Property address, but these are stated to be excluded from this agreement, the owner of the Property or the University shall have access to the gardens, outbuildings or garages without having to give notice to the Residents.

24.3 Where the owner of the Property has agreed to a regular maintenance of the garden, the owner of the Property (or their nominated person) shall have access to the garden for that purpose by giving one advance notice to the Residents for their regular visits (e.g. first Wednesday of each calendar month).

24.4 The University and the property owner may retain a set of keys to the Property, which may be used to access the Property and any garden or outbuilding.

24.5 The University will not interrupt the Residents' occupation of the Property more than is reasonably necessary, and will give advance notice of intended visits in accordance with Clause 24.

25 Medical and health

25.1 New students are advised to contact the Disability adviser at wellbeing@brunel.ac.uk and returning students are required to make an appointment in person with the Welfare Team located in the Student Centre if they wish to discuss their specific individual requirements to accommodation that may be needed.

25.2 If you have been allocated accommodation on medical grounds it is advisable for you to contact the Student Living team in order to discuss your individual needs at the Property at your earliest opportunity. Please make sure that you speak with Student Living team on arrival who will provide details of your Personal Emergency Evacuation Plan (PEEP), if applicable to your condition. Support and advice is also available from the University's Disability and Dyslexia Service. Residents who develop a disability during their stay in our accommodation and who require any adaptations to their accommodation should first contact the University's Disability and Dyslexia Service and also arrange to meet the Student Living team to discuss individual needs.

25.3 All Residents are expected to register with the University Campus Medical Centre. The Medical Centre does not provide a 24 hour service. Please visit http://sites.brunel.ac.uk/medicalcentre for further information.

25.4 In a medical emergency Residents should call 999 and then update the University Security Office.

26 Visitors

26.1 The Residents shall not have more than 2 visitors to stay at the Property overnight at any one time, and no visitor shall stay for more than 3 consecutive nights. This is particularly important where the Property is a licensable house in multiple occupation. A breach of this clause is likely to result in the University terminating this agreement.

26.2 Visitors will not be provided with keys or access cards/fobs during their stay. The Residents must not give visitors their keys or access cards/fobs.

26.3 The Residents will not have any visitor at the Property who is under the age of 18, unless they are accompanied by their parent or guardian. No person under 18 years of age may stay overnight in the Property.

26.4 The Residents must not allow any unauthorised students or other person to take over, share or stay in the Property. The Residents and the unauthorised occupant involved will not be considered for University accommodation in the future. The University will take steps to evict unauthorised occupiers, including by court proceedings where necessary.

26.5 The Residents are responsible for ensuring that their visitors to the Property behave in a way that is consistent with these terms and conditions, and the Residents will be liable to make good any loss or damage caused by their visitors.

26.6 The Residents must not invite to the Property any person who they know has been excluded or suspended from University-owned or University-managed property, or on whom they are aware the University has served notice to terminate that person's occupation, or who they know to have been convicted of an offence relating to drugs or violence.

27 Pets

27.1 The Residents will not keep any animal at the Property unless it is to assist with a registered disability. The Residents will notify the University in advance of this agreement if a disability assistance animal is required, so that the University can agree its presence at the Property, and check the suitability of the Property with the Property owner.

27.2 Damage caused to the Property or its contents by an animal brought there by a Resident or their visitor shall not be treated as fair wear and tear.

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28 Parking

28.1 Parking for Residents and visitors is not available at the Property unless this was explicitly stated in the University's advertisement for the Property. The Residents will be responsible for paying for their own on-street parking where charges apply.

28.2 If a parking permit is required for on-street parking, this will not be provided by the University and it is the Residents' responsibility to apply to the relevant authority if they need one.

28.3 The Residents agree to comply with local parking restrictions where applicable.

28.4 Residents must park considerately, and not cause a nuisance or obstruction to neighbours, pedestrians or other road users.

28.5 Residents must not park on any garden at the Property unless it has a hard surface and it was explicitly stated in the University's advertisement for the Property that parking is allowed on that surface.

28.6 The Property excludes any garage or other outbuildings, unless otherwise stated in this agreement. Residents should not assume that any garage shown in pictures of the Property will be for Residents' use.

29 Garden

29.1 The Residents agree not to lop, cut down, remove or otherwise damage any trees, shrubs or plants growing at the Property or to alter the general character of the garden (if any).

29.2 The Residents will keep the front and rear garden at the Property (if any) clear of rubbish and litter.

29.3 The Residents will report garden maintenance requests by completing a maintenance request form online at www.brunel.ac.uk/lettings/.

30 Mail

30.1 The Residents will promptly pass on to the University a copy of any correspondence or notices which affect the Property, and the original of any mail addressed to the University or the Owner of the Property.

30.2 If mail is received which is not addressed to the Residents, or to the University, or to the owners of the Property, the Residents will mark it 'return to sender' and post it back via Royal Mail (which does not charge for this service).

30.3 At the end of the agreement the Residents will arrange for their mail to be forwarded to their new address. The University does not accept any responsibility for forwarding mail.

31 Insurance

31.1 The University will use reasonable endeavours to ensure that the owner of the Property insures it under comprehensive insurance policies against all usual risks that it would be prudent for a Property owner to insure against.

31.2 The accommodation fees includes basic insurance of personal effects, subject to the exclusions and limitations of the policy; to view policy details and extend cover visit: https://www.endsleigh.co.uk/reviewcover.

31.3 The Residents are responsible for ensuring that the insurance arranged by the University is adequate for their needs and for arranging any additional cover that they require.

32 If the Property is damaged by an insured risk

32.1 If during the Period the Property or any part of it becomes uninhabitable or inaccessible because of damage by fire, storm, flooding, or some other risk against which the Property is insured, then, provided that the damage was not the fault of the Residents or their visitor(s), or the insurance money has not been withheld because of the Resident(s)' action or neglect, the Rent (or a fair proportion of it according to the extent and duration of the damage) shall not be payable until the Property is again fit for use.

32.2 If the Property or any part of it becomes uninhabitable or inaccessible, the University shall not be under any obligation to re-house the Residents unless the cause is the University's failure to carry out its repairing obligations.

33 University's right to relocate the Residents

33.1 The University reserves the right to relocate the Residents or any one of them to comparable alternative accommodation during the Period where it is reasonable to do so. Unless the reason for relocation is because one or more of the Residents is in breach of one or more of their obligations in this agreement, the Residents will have the right to terminate this agreement (without having to comply with the pre-conditions which normally apply to early termination) as an alternative to relocating.

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33.2 Where the University relocates the Residents or any of them because the Resident(s) or any of them is/are in breach of one or more of their obligations in this agreement the University shall be entitled to claim as damages the costs reasonably incurred in making the relocation.

33.3 Where the relocation is made at the Residents' request (or at the request of one or more of them) the Residents shall pay the University fee of £50 per relocating each person. This does not place the University under any obligation to relocate Residents on request, and relocation is at the University's reasonable discretion.

33.4 Where one or more of the Resident(s) chooses to relocate and the University agrees, the University may impose pre-conditions for relocation which are similar to the pre-conditions for early termination (see Clause 34 and 35).

33.5 The University may, where it is reasonable to do so, substitute similar alternative accommodation for the Property. Examples of cases where it would be reasonable to substitute the Property include (but are not limited to):

33.5.1 where works are needed at the Property and the property owner or the University cannot reasonably carry them out whilst there is anyone in occupation; or

33.5.2 where the Property has been badly damaged and is unfit for occupation for example due to flood, infestation, storm, damage, plant malfunction; or

33.5.3 where a prior occupier has failed to move out of the Property on the due date.

33.6 If the University offers the Residents or any of them suitable alternative accommodation before the start of the Period, the Residents shall accept the alternative and this agreement will apply to the substituted accommodation as it would have applied to the Property.

33.7 The University may require Residents to move to similar alternative accommodation where the University reasonably considers that, because of the behaviour of any Resident, or for any substantive reason, that it is necessary to do so in order to protect the safety or well-being of any person or to prevent damage to the Property or its contents.

33.8 If the University requests a Resident to relocate:

33.8.1 The University will give the Resident(s) written notice, setting out details of the similar alternative accommodation and the date on which the Resident(s) is/are required to move. The University will give notice as far in advance as is reasonably practicable, but circumstances may mean that the notice period may be as little as 24 hours;

33.8.2 The Residents agree to vacate the Property on the date specified in the notice;

33.8.3 If the fees for the alternative accommodation are normally more than the accommodation fees for the Property, the Resident shall not be required to pay any more than the Rent for the Property;

33.8.4 If the fees for the alternative accommodation are normally less than the accommodation fees for the Property, the lower fee will apply from the date on which the Resident moves into the alternative accommodation.

33.9 If a Resident does not relocate on the date specified in a relocation notice, the University may take legal action to recover possession of the Property and the reasonable and proper costs of doing so will be payable by the Residents to the University as damages for breach of contract.

34 Early termination – by the University

34.1 **Before the start of the Period this agreement is conditional on:**

34.1.1 the University itself being granted a lease of the Property by its owner. The University will confirm to the Residents that it has a lease as soon as reasonably practicable after the lease has been granted;

34.1.2 the Residents having paid a Deposit of £350 per person as security for the performance of the Residents' obligations and the discharge of the Residents' liabilities arising under or in connection with this agreement (Payment of the Deposit is a joint and individual responsibility of the Residents but the University agrees (for the administrative convenience of the Residents) to accept individual payments for a proportion of the Deposit from each of the Residents provided that the total Deposit of £350 per Resident is paid.);

34.1.3 all the Residents having accepted this agreement, and this agreement having been signed on behalf of the University and dated by the University;

34.1.4 Satisfactory completion of Criminal Disclosure (see Clause 8);

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and, provided the Residents have not started to occupy the Property, the University may terminate this agreement if all the above conditions have not been met by the start of the Period. The University may (in its discretion) waive either or both of the conditions in regulation 34.1.2 and 34.1.3.

34.2 **The University may terminate this agreement at any time** by serving notice on the Residents if at the time notice is served, any one or more of the Residents:

34.2.1 have any payment due under this agreement which is overdue by 14 days or more; or

34.2.2 is in serious or persistent breach of any of the Residents' obligations; or

34.2.3 does not have status as a registered student of Brunel University London; or

34.2.4 has been suspended from the University; or

34.2.5 has an existing or arising one of the grounds for early termination in Clause 8 (Criminal Disclosure); or

34.2.6 in the University's reasonable opinion, the behaviour of any of the Residents constitutes a serious risk to him/herself or others or to the University's or other people's property.

The notice period in any notice given under this clause will normally be at least 28 days. In serious cases the University may issue notice with an earlier termination date.

34.3 If the Residents fail to vacate the Property before the deadline given in a notice, the University will begin proceedings for possession in court. The Residents agree to pay the University's properly incurred reasonable costs of taking legal advice and, if necessary, obtaining and enforcing a court order, as well as compensation for their continuing occupation, and interest on those amounts both before and after judgement.

34.4 The agreement is made between the University and all the Residents jointly. If some of the Residents are clearly not personally in breach of these terms and conditions, the University will not unreasonably refuse to grant them a new agreement of the Property for the remainder of the Period. Any new agreement will be at the same accommodation fees as was payable for the Property at the start of the Period, but the University and the continuing residents may agree to allow other students of Brunel University London to share the Property and contribute to the accommodation fees. There will be no reduction in accommodation fees if the new agreement is granted to a smaller group (but the remaining occupiers may be entitled to claim against the person(s) who has vacated).

34.5 If the University ends its agreement with the Residents for serious or persistent breach of its terms and conditions and is unable to let the Property for the remainder of the Period, the Residents will be liable to make good any shortfall in the University's anticipated income from the Property for the remainder of the Period.

35 Early termination - change of the Residents circumstances

35.1 This agreement does not contain any no-fault cancellation rights or 'cooling off' rights for the Residents. If the Residents (or any of them) do not take possession of the Property, the Residents will still be liable for the accommodation fees and the performance of their obligations in this agreement until the end of the Period or, if earlier, until the Property is re-let.

35.2 The University shall be entitled to re-let the Property if the Residents have not taken possession of the Property within the first 7 days of the Period, or sooner if the Residents notify the University that they do not intend to take possession of the Property. If the University re-lets the Property in these circumstances it shall notify the Residents that this agreement has been cancelled, but shall not be liable for any losses sustained or expenses incurred by the Residents as a result of the cancellation.

35.3 **The Residents may terminate this agreement** at any time by serving notice on the University but unless the reason for termination is a serious or persistent breach of any of the University's obligations in this agreement the notice shall not become effective and the Residents shall remain liable for the accommodation fees until:

35.3.1 the Residents have complied with all their obligations up to the date of termination; and

35.3.2 another group of students who are not already in accommodation let or managed by the University and who are reasonably acceptable to the University enter into an agreement for the remainder of the Period; and

35.3.3 the outgoing Resident/s have paid to the University a charge of £50 each towards the cost of additional room inspections and administration involved in managing the hand-over (this fee may be deducted from the Deposit if there are sufficient funds remaining).

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35.4 **If only one or some of the Residents (but not all)** wish to leave the Property during the Period they may apply to the University for release from this agreement and the University shall release the individual(s) wishing to leave if (but not until):

35.4.1 the Residents have complied with all their obligations up to the date of release and either:

35.4.2 another student (or other students) who is not already in accommodation let or managed by the University, and who is reasonably acceptable to the University as a resident and who is acceptable to the remainder of the group as a house-mate enter(s) into an agreement for the remainder of the Period; or

35.4.3 the remaining Residents agree to the departing person's release and agree to pay the full accommodation fees for the Property for the remainder of the Period;

And

35.4.4 the departing person(s) pay to the University a charge of £50 (each) towards the cost of additional room inspection(s) and administration involved in managing the hand-over (this fee may be deducted from the Deposit if there are sufficient funds remaining).

35.5 The University will promptly notify the Residents when the release takes effect and the departing person(s) shall remain jointly and severally liable under this agreement until the release date specified in that notice.

35.6 The University will assist the Residents in trying to find replacement resident(s) but the primary responsibility for finding replacement(s) will be on the person(s) required or wishing to leave.

35.7 A departing Resident must take all their belongings and leave their room in a clean and tidy condition by the agreed time on the agreed date and hand in their key/s to the Student Living Office. When vacating, the Property must be left in the same state as recorded at Inventory Check In at the start of the Period, taking into account fair wear and tear. Damages for any missing or damaged items or extra cleaning will be charged at that time.

35.8 If a Resident's personal circumstances change during the Period in a way that affects their eligibility to live in the Property (e.g. if expecting a baby and wishing to live with the child after birth) they should contact the University's Allocations team as soon as practicable at bca@brunel.ac.uk.

36 At the end of the agreement

36.1 At the end of the Period (or when this agreement ends, if sooner), the Residents must vacate the Property, remove all their personal belongings, and leave the Property and its contents clean and in the same condition as they were in at the start of the Period (allowing for fair wear and tear). This includes removing of all the rubbish from the Property, vacuuming the carpets, mopping the hard flooring.

36.2 There will be additional charges for the Property not left to a satisfactory standard on departure.

36.3 At the end of the agreement the Residents will leave the contents in the same rooms and approximately the same positions as they were in at the start. If the Property and contents are not left in this condition, the University shall be entitled to charge the Residents for the costs reasonably and properly incurred in returning the Property and contents to that condition (including the cost of the University's time for arranging the work).

36.4 Keys or access cards/fobs for the Property must be returned to the University in accordance with Clause 23.

36.5 Each Resident will provide the University with forwarding contact details (to include their postal address, using their eVision accounts) once the agreement has come to an end (or, if sooner, on vacating the Property).

36.6 **If a Resident fails to vacate the Property at the end of the Period**, the University will apply to the court for an order for possession. The Residents agree to pay in full the University's costs incurred in taking legal advice and in obtaining and, if necessary, enforcing the court order. The Residents also agree to pay relevant costs asscioated with having to accommodate in coming new residents who are unable to occupy the Property because of the Resident/s' continuing occupation, and as compensation for the Resident/s' continuing use of the Property).

36.7 The costs of obtaining vacant possession are recoverable from the Resident/s as a debt. The University uses the services of external agencies to pursue outstanding debt as part of its debt recovery procedures which may result in a County Court Judgment ('CCJ') being registered against a Resident.

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37 Removal of residents' belongings

37.1 If the Resident(s) leave any personal belongings at the Property at the end of the agreement (or when this agreement ends, if sooner), the University shall be entitled to remove them and charge the proper and reasonable cost of doing so to the Resident(s). If the item is of no apparent value, the University may dispose of it as it reasonably considers appropriate and shall not be obliged to return the item to the Resident(s). If the item is of apparent value, the University shall use reasonable endeavours to contact the Resident(s) and make arrangements with the Resident(s) for its collection or disposal.

37.2 The University shall not be obliged to store any item for longer than 14 days from the end of the Period (or when this agreement ends, if sooner) and if the item has not been collected by that time the University may dispose of it as it reasonably considers appropriate and shall not be obliged to return it to the Resident(s), and shall have no further liability to the Resident(s) or the owner of the item, if that is not the Resident(s).

37.3 The University will be entitled to claim as damages for breach of contract the proper and reasonable costs of transportation, storage and/or disposal expenses to the Residents, including the costs of the University's time in arranging for the work to be done.

37.4 The University does not accept liability for any item left behind at the Property which is subsequently lost, damaged or stolen.

38 Deposit

38.1 During the agreement the Deposit shall be held by the University as security for the performance of the Residents' obligations in this agreement. As this agreement is not an agreement for an assured shorthold tenancy, the University is not required to protect the Deposit in an authorised tenancy deposit protection scheme.

38.2 The University shall not be liable to pay any interest to the Residents on the Deposit.

38.3 At the end of the agreement the University will arrange an inspection of the Property and its contents and check them against the inventory (taking into account reported defects, fair wear and tear and depreciation) to assess the Residents' liabilities for breaches of this agreement.

38.4 The University shall be entitled to use the Deposit as compensation for the end of the agreement professional cleaning of the Property.

38.5 The University shall be entitled to use the Deposit as compensation for breach of the Residents' obligations and to discharge any liabilities of the Residents in connection with this agreement (including accommodation fees and liabilities to third parties such as utility providers or the local authority) that remain outstanding.

38.6 The University shall promptly notify the Residents of any deductions from the Deposit.

38.7 If compensation for breach of the terms of this agreement and the Residents' liabilities exceed the amount of the Deposit, the Residents will pay the shortfall to the University within 7 days of the University's invoice.

38.8 The University will refund the Deposit (subject to deductions) to the Residents as soon as reasonably practicable after the end of the agreement.

38.9 Where the University has accepted payment of the Deposit from separate persons, the University shall refund a proportionate part of the Deposit to the person who paid it (after making any deductions in the same proportion).

39 Limit on the University's liability

39.1 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this agreement.

39.2 Personal belongings left at the Property are at the Residents' own risk.

39.3 Except where it has a statutory duty to do so, the University is not liable to repair any damage caused by the Residents (or their visitors) unless and until the cost is met by insurance or by the Residents (any excess on the policy being payable by the Residents). If there is a statutory duty to repair, the University shall not delay in carrying out the repair, but may pass on the reasonable costs of repair to the Residents.

39.4 The University is not liable for any act or neglect by any third party (e.g. the owner of the property) except to the extent that the third party's action or inaction directly arises from the University's failure to comply with its obligations in its agreement with that particular third party.

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39.5 The University shall not be liable to the Residents for any variation or suspension of services to the Property (e.g. water, gas, electricity) where the variation or suspension is due to circumstances outside the University's control (unless the reason for the variation or suspension is a direct result of the University's negligence).

40 Lease with the Owner

40.1 The Property is part of the University's Head Lease Scheme. This means that the University leases the Property from the owner, and sub-lets it to students of the University. The University will use reasonable endeavours to verify that the owner of the Property has obtained all the consents it needs to be able to grant a lease to the University.

40.2 The University will use reasonable endeavours to verify that the owner of the Property has carried out all statutory safety measures applicable to the Property.

40.3 The University will pay the rent and all other sums due under its lease with the owner of the Property.

40.4 The University will use reasonable endeavours to ensure that the owner complies with the terms of the owner's lease.

41 Data Protection

41.1 The University may process the Residents' personal data to the extent necessary for the performance of the University's obligations in this agreement; for compliance with legal obligations to which the University is subject, and in order to pursue the legitimate interests of the University or a third party in connection with this agreement. The purposes for which Residents' personal data may be used include (but are not limited to) debt recovery, emergency repairs, crime prevention, payment of outgoings on the Property, licensing, giving or seeking references, carrying out the University's disciplinary functions, notifying Residents of changes to policies or procedures, where one or more of the Residents are required by the University to leave the Property, or where there is a serious risk of harm to the Residents or any of them, or to others, or to the University's or other people's property.

41.2 The Residents hereby each authorise the University to use his/her/their personal data for all other legitimate purposes in connection with this agreement (including, but not limited to measuring customer satisfaction, sending the information on this agreement's addendums, renewals and on the Residents' obligations arising from this agreement). The Residents hereby each authorise the University to use his/her/their sensitive personal data for matters relating to their own health and welfare if this becomes a serious cause of concern to the University (see Clause 41.6). Each Resident has the right to revoke either or both of these authorisations by giving written notice (which includes email but excludes standard messaging services) to the University.

41.3 The University will use reasonable endeavours to protect Residents' personal data from loss or misuse, and from unauthorised disclosure, alteration, destruction or access.

41.4 The Residents' correspondence files and financial information, including information relating to tax, will be destroyed 7 years after the University's last correspondence with the Resident. Residents are responsible for maintaining their own accounting records and the University may make a reasonable charge for providing information at the Tenant's request.

41.5 The University shall not be obliged to disclose any information to the Residents about the Property owner.

41.6 The University will not disclose personal information obtained from the Residents except as permitted by its data privacy statement https://www.brunel.ac.uk/About-this-website/Privacy-Policy-and-Copyright-Statement and Clause 41 of this agreement, or where there is a serious risk of harm to the Residents or any of them, to others, or to the University's or other people's property.

41.7 Personal data submitted by Residents reporting repairs via fixflo platform will be processed by Fixflo's privacy policy https://www.fixflo.com/privacy-policy.

42 Notices

42.1 Notices given by either party to the other under this agreement must be in writing.

42.2 The University hereby gives notice that its address for all purposes in connection with this agreement (including the service of legal proceedings) is: Student Living Office, Brunel University London, Kingston Lane, Uxbridge, Middlesex, UB8 3PH.

42.3 Notices served on the Residents shall be deemed to be served on all the Residents if addressed to any of them and delivered by first class post or by hand to the Property.

42.4 Notices will usually be addressed to the first-named of the Residents, but for the avoidance of doubt that person has no greater or lesser responsibilities under this agreement than the other Residents.

SAMPLE

42.5 In cases where a notice relates to some but not all the Residents, the University will address the notice to the Resident(s) concerned.

42.6 Service of notice by email shall be deemed to be good service where the sender receives a "read receipt".

43 References

43.1 The University will only provide references for Residents that the University would be prepared to recommend as tenants. The University will not provide references for Residents who have outstanding accommodation charges, or who have not taken proper care of the Property, or have otherwise been in serious breach of this agreement.

43.2 Residents can request a reference letter from the Allocations team. Third parties may only request a reference letter online at http://accom.brunel.ac.uk/reference. After a request has been submitted the Resident must give their permission online at http://accom.brunel.ac.uk/reference before the reference will be provided. Reference requests may take up to one week from the Resident giving permission, depending on demand. It is therefore in Residents' own interests to give permission promptly to the Allocations team when requested.

44 Social Media Guidance

44.1 As one of the University's communication methods with the Residents, the University will use social media (e.g. Facebook); and at its discretion will allow the Residents to communicate directly between themselves on such University social media platforms. The Residents agree to follow the University guidance on the use of such social media. The guidance is available at https://www.brunel.ac.uk/about/administration/documents-and-policies; if you have any queries about this guidance please contact hoss@brunel.ac.uk. In the event of misuse, the University may remove the Residents' access to the University's social media accounts, take disciplinary action and/or report any criminal activity to the police.

45 Disciplinary Regulations

45.1 These terms and conditions are enforceable by either party through the courts of England and Wales.

45.2 These procedures are aimed at trying to resolve complaints and deal with incidents and allegations of a breach of these terms and conditions in the most effective and efficient way possible.

45.3 The purpose of the Disciplinary Procedure for terms and conditions is to determine what measures should be taken against a Resident who has (or whose authorised visitor has) breached these terms and conditions.

45.4 Disciplinary action in accordance with the procedures set out in these terms and conditions may be taken against any resident in breach of these these terms and conditions. Disciplinary action may also be taken under the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) where appropriate to deal with the Resident's behaviour under those procedures.

45.5 The University keeps a record of Resident(s)' breaches of these terms and conditions and breaches of disciplinary regulations. These records are used for the purpose of considering requests for references, and any future applications from the Resident(s) for University accommodation.

45.6 In cases of serious or persistent breach of these terms and conditions, the University may terminate this agreement by giving notice to the Residents and, if necessary, seeking possession through the courts. In such cases, the Residents agree to pay the University's costs of seeking legal advice, serving notice, obtaining the court order and, where necessary, enforcing it.

45.7 Residents are advised in writing of any charges payable under these terms and conditions. With the exception of accommodation fees, which is payable on the Accommodation payment Days, charges will be added to the Resident's University account and payment of the charges must be made within 7 days thereafter.

45.8 Brunel University London works closely with neighbours and the local council to monitor Resident behaviour and will respond to complaints from neighbouring residents following the Procedure for Dealing with Complaints of Anti-Social Behaviour, available to view at:
http://www.brunel.ac.uk/__data/assets/pdf_file/0018/452313/anti_social_behaviour_regulation_May15.pdf.

45.9 Where behaviour breaks the law information will also be shared with the police who may take additional action.

45.10 The procedure for resolving disputes relating to the allegations of breach of these regulations is as follows:

45.10.1 **Disputes among Residents**

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Except in cases of violence, bullying and harassment, Residents will be encouraged to resolve their differences on their own. If that is not possible, a meeting will be arranged with a member of staff in the Student Living office in order to bring the matter to a satisfactory conclusion. If after consideration of all material facts a Resident is (in the reasonable opinion of the University) found to be in breach of these terms and conditions, the member of staff will consider whether it is adequate and appropriate to refer the dispute to the Property Officer (or that person's nominated representative).

45.10.2 **Informal Procedure**

The University's Property Officer (or that person's nominated representative) will be responsible for investigating alleged breaches of these terms and conditions. If, after consideration of all material facts, the Property Officer (or their representative) reasonably believes a Resident to be in breach of these terms and conditions, the Property Officer (or their representative) may:

(i) Ask the Resident(s) concerned to enter into an agreement with a view to improving their behaviour; and/or

(ii) Give the Resident(s) concerned an oral or written warning; or

(iii) Deal with the matter under the formal procedure.

The University will keep a record of the breach(es) and the action taken and provide a copy to the the Resident(s) concerned.

45.10.3 Formal Procedure

The University's Property Officer (or that person's nominated representative) will be responsible for investigating alleged serious or persistent breaches of these terms and conditions. If, after consideration of all material facts, the Property Officer (or their representative) reasonably believes a Resident to be in serious or persistent breach of these terms and conditions they or their representative may do one or more of the following:

(i) Give a Written Warning and impose a charge;
(ii) Give a Final Written Warning and impose a charge;
(iii) Require the Resident to pay for any missing items, or damage up to the full cost of repair or replacement (including the University's costs of arranging the work, but allowing for depreciation and fair wear and tear);
(iv) Require the resident(s) to make compensation for any other losses;
(v) Refer the incident(s) to the Head of Student Living or their representative with a recommendation that further disciplinary action should be taken;
(vi) Where there has been a breach of a serious nature or persistent breaches of the agreement, the University may take action to end this agreement by issuing a notice;
(vii) Refer the matter to the Head of Security and the Brunel University Police Officer.

If the Property Officer (acting reasonably) considers their powers are not adequate to deal properly with the matter they may refer it to the University's Head of Student Living with a recommendation as to what action should be taken.

A record will be kept by the University which will record the breach(es) and the action taken and a copy will be sent to the resident(s).

46 Third Parties

46.1 This agreement does not confer (and is not intended to confer) any right or benefit on any person who is not a party to it.

46.2 The Residents are responsible for the conduct of their visitors and must ensure that those visitors behave in a way which is consistent with this agreement. Where a visitor's behaviour would be in breach of these terms and conditions, if they were a Resident, the Resident who invited them into the residence may face disciplinary action if circumstances justify.

47 All terms

47.1 This agreement and the documents referred to in it contain all the terms agreed to by the University and the Residents at the time it comes into effect. Any variation to the terms will only be effective if agreed with a member of staff at the University's Allocations team. The University will confirm any agreed variation to the Residents in writing at the time the variation is made.

48 During Covid-19 pandemic

SAMPLE

48.1 Because of the ongoing uncertainty caused by the COVID-19 pandemic and the likelihood that you will need to practice 'social distancing' during the Period of the Tenancy Agreement, the University added these Covid-19 terms to the Tenancy Agreement.

48.2 Clause 49 is a part of your Tenancy Agreement with the University and is therefore part of the contract between You and the University relating to the Property. Terms which are defined in the rest of the Tenancy Agreement have the same meaning here. Additionally, "We" means Brunel University London including its authorised employees, agents and representatives, and 'Us' and 'Our' should be interpreted accordingly.

48.3 Clause 49 should be read together with any special terms in your Student Handbook (including any supplement we provide with your Student Handbook), which will also form part of the contract between You and the University.

48.4 You should read these documents very carefully and if You do not understand them You should take advice from a housing adviser, a citizen's advice centre, a law centre or other legal adviser.

48.5 **What we require you to do and You agree during the Period:**

a) To follow the latest Government guidance about social distancing and social isolation (if you display symptoms of COVID-19);
b) To respect the safety of Our staff and other people living in the Property with you by making every reasonable effort to minimise the risk of the spread of COVID-19;
c) To follow any special procedures relating to living in a head lease property which you are notified about, including instructions provided on posters;
d) To follow any reasonable instructions given by a member of University staff relating to how to practice social distancing or self-isolation in your Property;
e) To have no overnight guests or visitors to your Property;
f) To have no large gatherings within your Property;
g) To make reasonable efforts to frequently clean and/or disinfect parts of commons areas within your Property such as bannisters and door handles to minimise the risk of infection from COVID-19.

48.6 **Rules about terminating the Tenancy Agreement early**

48.6.1 If We are required to restrict access to your Property to circumstances in any way connected to COVID-19 we will take reasonable endeavours to find suitable alternative accommodation in property owned or managed by the University. We are usually able to find alternative accommodation, but if we are unable to offer other suitable accommodation, We may terminate your Tenancy Agreement by giving reasonable notice to You.

48.6.2 In the unlikely event that we have to terminate your Tenancy Agreement under Clause 49.6 we will refund a proportion of your accommodation fees equivalent to the proportion of the Period which is remaining and you agree that in these circumstances you will not be entitled to claim any additional costs for alternative accommodation or moving costs from the University.

49 Signed

49.1 When the Residents counter-sign/electronically sign this agreement, they agree to take a Tenancy of the accommodation from the University, at the accommodation fees and for the Period, on the terms and conditions set out in this agreement.

49.2 When the University receives the acceptance of this agreement from all the Residents, the University agrees to grant a Tenancy of the accommodation to the Residents at the Accommodation Fees and for the Period, on the terms and conditions set out in this agreement.

49.3 The University may, in its discretion, offer this agreement before the Deposit has been paid.

49.4 Once both the University and the Residents have counter signed/electronically signed this agreement, the University will date-stamp the agreement and it will become legally binding on that date. Once the agreement has become binding, it may only be terminated as set out in this agreement, and there are likely to be financial consequences as set out in this agreement.

49.5 If for any reason all the parties have not accepted this agreement, the terms and conditions in this agreement will apply to any Resident who the University allows to take up occupation, from the point when the University gives the Resident access to the Property.

49.6 This agreement is for a fixed term. Except as provided elsewhere in this agreement, the Accommodation Fees are payable throughout the Period, whether or not the Residents are actually living at the Property.

SAMPLE

49.7 Before accepting, Residents should take time to read through and ensure that they fully understand the terms of this agreement and they should consider taking independent advice. This agreement is governed by the laws of England and Wales which international students may find quite different to the law which applies in their own country.

I/we understand that by signeing this agreement I am liable for the Accommodation Fees for the full Period as set out in this agreement.

I/we agree by signing this agreement that I have made the Allocations team aware of any Crimianl Convictions as set out in Clause 8.

Signed by the Residents

Sign _____ Print name _____

Sign _____ Print name _____

Sign _____ Print name _____

Signed on behalf of the University _____

Date all preconditions satisfied _____

(which is the date the agreement becomes binding)

SAMPLE