

BRUNEL UNIVERSITY LONDON – Licence Agreement for the Head Lease Scheme 2018-2019

BRUNEL UNIVERSITY LONDON A LICENCE AGREEMENT

1. A Licence Agreement made on:

(insert date)

between **Brunel University London** (Brunel Student Lettings, Accommodation Centre, Brunel University London, Uxbridge, Middlesex, UB8 3PH, hereafter referred to as **'the Landlord'** or the **'University'** and **'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)

2. The Residents agree to take a licence of the furnished property known as:

Address of Property

(insert full address, postcode of the property to be let)

NOT INCLUDING GARAGE OR OUTBUILDINGS UNLESS OTHERWISE STATED

THIS IS A NO SMOKING HOUSE

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

The Property includes any garden or driveway which is intended exclusively for the Property's occupiers (but not any shared driveway or communal garden). The Property excludes any outbuildings, unless they are listed on a schedule signed by the parties and attached to this Licence Agreement.

(insert number of persons)

3. It is agreed that the maximum permitted occupancy of the Property shall be

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

From 10am on **Friday xx June** 2018 to 10am on **Friday xx September** 2019

5. The accommodation fee for the Property for the Period shall be £xx.xx (equivalent to £xx.xx per week) payable in instalments as follows:

Sum of	Payable on or before	For the period
£ xx.xx	31 July 2018	xx June 2018 to 6 September 2018
£ xx.xx	17 October 2018	7 September 2018 to 27 December 2018
£ xx.xx	16 January 2019	28 December 2018 to 18 April 2019
£ xx.xx	1 May 2019	19 April 2019 to 13 June 2019
£ xx.xx	31 May 2019	14 June 2019 to xx September 2019 (Only applicable where start date is later)

The above accommodation fees do not include utility bills.

6 Licence Agreement

- 6.1 Residents should read the Licence Agreement and these Regulations before accepting the Licence Agreement. The Licence 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 if they feel they need it.
- 6.2 For the purpose of this agreement, 'the Landlord' or 'University' means Brunel University London. 'The Property' refers to the property detailed in regulation 2 of this Licence Agreement. 'Resident' means any person who has a valid Licence Agreement for the Property. 'Communal Areas' means any shared kitchen, bathroom, common or other room allocated to the Property and those parts of the Property which are necessary for the purpose of gaining access to the Property.
- 6.3 Disciplinary action in accordance with the procedures set out in these Regulations (including the imposition of non-financial sanctions, fines or other financial charges) may be taken against any resident in breach of these Regulations. 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 student's behaviour under those procedures. Records are kept of any resident in breach of these Regulations and any action taken, which will be referred to when considering any future applications for University accommodation. In cases of serious or persistent breach of these Regulations, the University is entitled to take steps to terminate the Licence Agreement. Residents are advised in writing of any financial liability arising out of a breach of these Regulations and these sums will be added to the resident's University account for payment to be made within seven days. Where behaviour breaks the law information will also be shared with the police who may take additional action.

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 Residents' obligations. For example, **if the Residents fail to pay the accommodation fees, the Landlord is entitled to claim all of the arrears from any one of the Residents, even if that Resident has already paid a contribution towards the accommodation fees.**
- 7.2 Whilst the payment of the fees is a joint and several responsibility of the Residents, the Landlord agrees (for the administrative convenience of the Residents) to accept individual payments from each of the Residents for a proportion of the fees provided that the individual payments received amount to the total due on each of the payment dates.
- 7.3 **IMPORTANT:** This is a fixed-term Licence and the Residents are liable to comply with the terms of this agreement, including payment of accommodation fees, throughout the Period, whether they are actually living at the Property or not. Regulation 41 sets out what the Residents have to do if they want to leave the Property before the end of the Period. Residents should ensure they want the Property for the full Period before entering into this agreement and making a legally binding commitment to pay the fees.

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 will 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 accepting their Licence Agreement, the University may terminate their Licence Agreement. It is the duty of the resident to inform the Accommodation Centre 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.

9 Utilities

- 9.1 Unless otherwise specifically stated in this agreement, the Residents shall be liable for organising set-up/payment of utility bills and the Residents agree to pay the utility provider(s) for all charges for electricity, gas, water, sewerage,

telephone and data connections (including standing charges for supplies to the Property during the entire Period). In the event of any supply being disconnected as a result of non-payment, the Residents will pay to the Landlord any costs it reasonably incurs in having the service(s) reconnected and/or any arrears the Landlord pays on the Residents' behalf.

9.2 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 bring written confirmation to the Landlord, within 28 days of the start of the Period that all the utility accounts have been transferred into the Residents' names. You can find out who the current gas and electricity suppliers are by entering the relevant information at: <https://www.uswitch.com/gas-electricity/guides/who-supplies-my-electricity-and-gas>. The water is provided by Affinity Water, to set up your account with Affinity: <https://www.affinitywater.co.uk/contactus.aspx>.

9.3 The Residents will not change the utility provider or change the utility meter without the Landlord's prior consent, which will not be withheld or delayed unreasonably.

10 Parking

The Residents will be responsible for paying for on-street parking, applying for permits and adhering to local council parking restrictions where applicable. Residents should park considerately, so as not to cause a nuisance to neighbours. Parking is not available at the property unless this has been mentioned in the property advertisement.

11 Television Licence

The Residents will pay for a television licence for the Property if a television licence is required.

12 Council tax

The Residents will pay Council Tax on the Property for any part of the Period when they are not exempt from paying. The Residents will reimburse the Landlord for any Council Tax it has to pay on the Property during the Period. It is the responsibility of the Residents to check this.

13 Acceptance of condition

13.1 The Residents have had the opportunity to inspect the Property and its contents and acknowledge that they are in good and substantial condition and repair.

13.2 Before the start of the Period the Landlord or its authorised agents will prepare an inventory of the condition of the Property and its contents and will provide a copy of the inventory to the Residents at the start of the Period. The Residents will check the inventory and, if the Property and/or its 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 Residents will notify the Landlord within 48 hours after receiving the first set of keys otherwise the Landlord shall assume that the inventory is correct. The Landlord will acknowledge the Residents' notification in writing (which includes email). It is important that you check and complete it as this will allow you to comment on the condition of the Property and note if there are any damaged or missing items when you first move in.

13.3 The Residents agree to keep and leave the Property and its contents in the same good and tenable condition and repair at the end of the Period. The Residents will not remove any of the contents during the Period and at the end of the Period the Residents will leave the fittings, furniture and furnishings and other contents of the Property in the same rooms and approximately the same positions as they were in at the start of the Period, and remove all their personal belongings from the Property.

13.4 The Residents agree to pay the cost of replacing or making good any losses, breakages or damage which they (or their visitors) cause at the Property during the Period. The Residents are not liable to pay for damage caused by fair wear and tear or by storm, flood or fire unless the Residents' conduct or negligence has caused the Landlord's insurer to withhold payment.

13.5 The Landlord will ensure that the Energy Performance Certificate (EPC) is current prior to advertising the property. The Landlord is responsible for checking that the property meets the minimum energy efficiency standard, (E rating or above), in line with new legislation which came into force in April 2018. If the Property does not meet the minimum energy efficiency standard, (E rating or above), the Landlord shall bring the Property up to standard at their own cost.

14 Use of the Property

14.1 The property will be used solely as a private dwelling for the Residents only and they shall not assign, transfer, sub-let, share possession or part with possession of the whole or any part of the Property. The Residents shall not change the use

of any rooms, for example changing a Communal Area into a bedroom. This agreement is for the living space at the Property and the Residents agree not to use any garages or other outbuildings at the Property unless these are included in the Property's description in regulation 2. The Residents shall comply with all applicable legislation to avoid their actions or negligence having an adverse effect on the Landlord or on the owners or occupiers of nearby property. The Residents (nor any one of them) may not use the Property for the purposes of conducting a business or commercial activity or to register a limited company.

- 14.2 Use of the Property does not include use of any outbuildings unless explicit permission is given, see regulation 2.
- 14.3 For security and insurance purposes, the Residents will promptly notify the Landlord if it becomes aware that the Property will be vacant for a period of 3 weeks or more during the Period.
- 14.4 Project work (for example, carpentry, painting, spraying, metalwork, soldering, welding, etc) is not allowed in the Property, nor is the use of power tools and associated items of equipment (work mates, etc). Any damage caused as a result will result in resident/s being invoiced for the full cost of repair/replacement plus an administration charge of £15 per person in addition to any financial or non-financial sanctions.
- 14.5 The Residents must not keep or use cooking appliances (kettles, microwaves, toasters, etc), fridges or freezers in their bedrooms for safety reasons, unless this is required for medical reasons and has been agreed in advance with the Head of Accommodation or their representative.
- 14.6 The Residents will not remove the television at the Property, if one has been supplied, without making arrangements for its storage with the Landlord.
- 14.7 The Residents are advised not to keep bicycles inside the house as they may obstruct the fire exit or/and cause some damage. Any damage caused as a result of a bicycle being stored or moved inside the house will result in resident/s being invoiced for the cost of damage plus an administration charge of £15 per person in addition to any financial or non-financial sanctions.

15 Cleaning and responsibilities

- 15.1 The Residents are required to keep all areas of the Property clean, free from litter and in good order during the Period. The Residents are responsible for cleaning their rooms, bathroom/s and other Communal Areas on a regular basis.
- 15.2 If, during the Property inspection, see regulation 27, (in the reasonable opinion of the University) the accommodation (both personal and Communal Areas) is not maintained at an acceptable standard of cleanliness or tidiness, you will be notified and given the opportunity to clean it. If you do not clean it to an acceptable standard the University will be entitled to carry out cleaning and dispose of rubbish and the cost of this will be charged to the Resident/s in addition to an administration fee of £15 per person. Any resident who considers they have a good reason for not being charged (for example, if they can prove they were not living in their accommodation at that time) has the right to appeal to the Accommodation Manager, Accommodation Centre or their representative.
- 15.3 Where in the Property vomit or other bodily fluids require cleaning by the Landlord there will be an additional charge for this in addition to an administration charge of £15 per person.
- 15.4 The Residents carry out the following prior departure:
 - 15.4.1 The Property (e.g. bedrooms, bathrooms, Communal Areas, front and back garden) are left clear of residents belongings;
 - 15.4.2 Remove all rubbish and recycling from the property. The items for council collection should not be left outside of the Property on the departure date and should be disposed in advance;
 - 15.4.3 Dispose of unwanted food from the kitchen appropriately;
 - 15.4.4 The Property (e.g. bedrooms, bathrooms, Communal Areas, front and back garden) are left clean;
 - 15.4.5 Vacuum carpets and mop the floor;
 - 15.4.6 Kitchen worktops, cookers, cabinets and surfaces are cleared and cleaned;
 - 15.4.7 Mattress toppers/protectors are cleaned or replaced.
- 15.5 Posters/pictures/photographs and any other decorative items may only be affixed to pin boards (where available) and not to walls (this includes the use of blu-tac). Spray snow must also not be placed on to the windows. The Residents must remove all posters and personal belongings at the end of their licence period.

- 15.6 An administration fee of £15 per person and all costs properly and reasonably incurred by the University for extra cleaning, repairs, making good or decorating because of a breach of this provision will be passed on to the Resident and will be payable within seven days of invoice.

16 Noise and Nuisance

- 16.1 Noise and disruption inside or outside the Property is equally disturbing and upsetting to those trying to study or sleep. It is more often as a result of thoughtlessness than of malice. When it disturbs others, it is unacceptable for any reason regardless of the time.
- 16.2 The Residents will not cause any nuisance, offence, disruption, harassment or persistent disturbance to others and each of the Residents will have due regard for the privacy, safety and well-being of the others sharing the Property and to the occupiers of neighbouring properties. Noise audible outside the Property between 11pm and 7am and indiscriminate parking of vehicles will be regarded as nuisance.
- 16.3 Outside the Property, Residents should not shout, chant or sing. Particularly if returning to the Property in the early hours of the morning. A few self-indulgent students can cause great distress to hundreds of others and for this reason such incidences are almost always referred for disciplinary action under the University's Regulation No. 6. Where a disturbance warrant it, the University will refer the matter to the police.
- 16.4 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 Landlord's or other people's property at risk.
- 16.5 The Landlord is entitled, at the Residents' expense, to remove from the Property any article which, as a result of the Residents' actions or neglect, constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Residents on the termination of the Period.
- 16.6 The Residents shall not cause or permit any offensive or flammable materials to collect or be left at the Property or do anything that would be likely to invalidate a typical household insurance policy or increase the rate of premium of such insurance.
- 16.7 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 at or in the vicinity of the Property. Anyone caught by the University using or in any way associated with illegal or controlled substances will be dealt with in accordance with procedures agreed with the police. This includes confiscating any illegal or controlled substances and associated items, reporting the matter to the police. Breach of this condition will be regarded as a serious breach of the terms of this agreement for which the Landlord shall be entitled to terminate this agreement. This is in addition to any action which may be taken by the police. If you feel you are having problems with drugs, or have encountered such illegal activities, or are concerned about what to do, you should report to the Accommodation Centre, Security Office and/or the Student Centre
- 16.8 The recreational use of UAV's (e.g. drones, balloons, model aircraft, etc) at the Property is prohibited. Further information on UAV's can be found at <http://www.caa.co.uk>.
- 16.9 The Landlord shall be entitled to remove any prohibited item. For safety reasons, the Landlord shall be entitled in its reasonable discretion to decide whether or not an item (even if the Residents hold an applicable licence) is, or could be, a prohibited item (e.g. illegal or controlled substances, an offensive weapon, or items hazardous to the health and safety of others). Perishable items will be disposed of. In appropriate cases, the University will hand the item to the police. In other cases, the item will be returned to the Resident at the end of the licence period. The University will not be responsible for the security of confiscated items.
- 16.10 Many incidents involving noise or violence in off campus accommodation are alcohol-related. If Residents wish, they may enjoy alcohol socially but should avoid the levels of over-indulgence that so often lead to problems. 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 whose behaviour is disruptive or dangerous to others as a result of alcohol abuse will be subject to disciplinary action and the matter may be referred to the police where appropriate. Being under the influence of alcohol will not be treated as a mitigating circumstance where a Resident is in breach of these Regulations.

17 Conduct

- 17.1 The Residents must have respect for the Property and belongings of others and not use, 'borrow' or damage any items which belong to others without the owner's permission.
- 17.2 Residents must conduct themselves in a responsible and considerate manner and refrain from any conduct likely to bring discredit to them or the University.
- 17.3 The Residents must not allow an unauthorised student or other person to take over, share or stay in their accommodation.
- 17.4 The Residents and their authorised visitors must accept the authority of the Accommodation Centre Team, Residences Staff and Security Personnel and comply with their instructions so far as they are consistent with these regulations.
- 17.5 The Residents must have regard for the safety of themselves and other residents and therefore must observe all Safety and Fire Regulations. In particular, Residents must not tamper with any firefighting equipment or any other safety equipment, block sounders, prop open any fire door or disengage door closure mechanisms.

18 Safety

- 18.1 You agree to observe the following Safety Regulations. Care should be taken not to activate fire safety equipment unnecessarily. Where Safety Regulations have been breached, a Formal Warning will be issued to the Residents and the University reserves the right to apply fines to Residents. Where there have been persistent breaches a Notice to Determine may be issued.
- 18.2 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.
- 18.3 For safety reasons deep fat frying is not permitted in the Property and cooking appliances must only be used in kitchens and not left unattended at any time while in use.
- 18.4 The Resident who brought the appliance into the Property is the person who shall be responsible for ensuring it is safe. If an electrical appliance in the Property develops a fault, or the resident believes it to be unsafe, the resident should promptly report it to the Landlord.
- 18.5 The Landlord accepts no liability for any electrical equipment placed in the Property by the Residents or their visitors. If the Landlord finds any electrical appliance in the Property which is not safe or not permitted by these Regulations, the Landlord may remove it from the Property. The Landlord shall be entitled to dispose of any electrical item removed from the Property during the Period which has not been claimed within 7 days of the end of the Period.
- 18.6 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 Landlord 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 therefore ensure that all electrical appliances operate safely using 230 volts. Trailing power cables can be dangerous and in the interests of safety must be avoided. 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 www.electricalsafetyfirst.org.uk/guides-and-advice/electrical-items/overloading-sockets.
- 18.7 Corridors, doorways, staircases and entrances must not be obstructed in any way. This includes placing items outside, around and beside doors (e.g. bins, bikes). Fire doors must be kept closed at all times.
- 18.8 To comply with legislation and as part of the University's commitment to provide a healthy and safe environment for all Residents, students, staff and others, the University's Non Smoking Policy prohibits smoking in all University premises, including the Property. This also applies to e-cigarettes which are prohibited in the same way as other tobacco products.
- 18.9 Incense, candles or anything which smoulders or uses or has used coals, charcoal or has a naked flame must not be brought into the Property.
- 18.10 For safety reasons barbeques must not be brought into the Property or used within the outside areas.
- 18.11 The Residents must not tamper with any of the fire safety equipment (e.g. door closure mechanisms, smoke/heat detectors, fire alarms, fire extinguishers). To do so is a criminal offence and in addition to any disciplinary action the Landlord may take, the Landlord will report appropriate cases to the authorities. Student offenders have recently been given prison sentences and the courts also have the power to fine offenders and order payment of compensation.
- 18.12 Where the Property has a fire extinguisher: Unless responsibility is accepted by the culprit, the cost of replacing or refilling any fire extinguisher, discharged without good cause, will be charged equally to the residents in the vicinity in the

same way as a charge for damage to the communal areas. An administration fee of £15 per person will be made in addition to the cost of replacing or refilling.

19 Medical and health

- 19.1 Any Resident that is aware that another Resident is ill or has had an accident should inform the Accommodation Centre without delay if they have reason to suppose the ill or injured Resident has not done so themselves.
- 19.2 The Medical Centre is located on campus. Please note that the Medical Centre does not provide a 24 hour service. All Residents are expected to register with the University Medical Centre. In a medical emergency Residents should call 999 and then update the University Security Office.
- 19.3 Residents must not keep in the Property or bring into the Property or have in their possession in or around any University owned or managed buildings, any explosive (including fireworks) or flammable materials, firearms, airguns or any other type of gun, any offensive weapon (or any item which could be used as or perceived to be an offensive weapon, explosive or flammable material) even if they hold an applicable licence.
- 19.4 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 others.
- 19.5 The University shall be entitled to remove any prohibited item. For safety reasons, the University shall be entitled in its reasonable discretion to decide whether or not an item is, or could be, a prohibited item (e.g. illegal or controlled substances, an offensive weapon, or items hazardous to the health and safety of others). Perishable items will be disposed of. In appropriate cases, the University will hand the item to the police. In other cases, the item will be returned to the Resident at the end of the licence period. The University will not be responsible for the security of confiscated items.

20 Violence and threatening behaviour

Brunel University London acts to ensure dignity at study for all of its students. The University recognises that harassment, bullying and victimisation causes considerable distress to an individual and others who are directly or indirectly involved in these situations. The University will take steps to protect its students from harassment, bullying or victimisation whether this arises from race, gender, sexual preference, age, appearance, political or religious views or on any other grounds. For further information on the Brunel University London Dignity at Study Policy please refer to: www.brunel.ac.uk/about/administration/equality-and-diversity.

- 20.1 No Resident shall behave in a violent, threatening, offensive or abusive manner to any member of the University or to any person on University property owned or managed. This behaviour has no part to play in an academic community and the University will treat any incidents or allegations of offensive or threatening behaviour, violence or abuse extremely seriously. The University has a duty to protect its staff and student members and will take disciplinary action, civil court proceedings or refer the matter to the police where appropriate.
- 20.2 No Resident shall intimidate or harass any member of the University or any person on University property owned or managed. As well as being in breach of these Regulations, any form of harassment is an offence under the University's Senate Regulation No. 6 (Disciplinary Procedures for Student Misconduct) and will often be against the law. The University may terminate the Licence Agreement of any Resident who breaches this regulation.

21 Maintenance and repairs

- 21.1 The Landlord 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.
- 21.2 The Landlord 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.
- 21.3 The Landlord's obligation to repair does not arise until it becomes, or should have become, aware of the need for repair.
- 21.4 The Residents shall keep the Property (including the windows) and all its contents clean, tidy and in good interior repair and condition at all times.
- 21.5 After the Residents have checked through the inventory, all defects, damage, losses and breakages relating to accommodation and the Property **must be reported without delay** to the Landlord, who will require the resident to complete a maintenance request form online at www.brunel.ac.uk/lettings. The Residents will pay the Landlord the proper and reasonable costs of repairing or replacing anything (internal or external) damaged or missing by the Residents or their visitor(s) (unless damage is caused by fair wear and tear). An administration fee of £15 per person will be made in addition to the costs of paying for repair/replacement and any fine resulting from disciplinary action.

- 21.6 Unless responsibility is accepted by one or more residents, the Residents of all rooms in the Property will share equally the full cost of repairing damage to communal areas and for repairing or replacing damaged or missing contents unless (in the reasonable opinion of the Landlord) damage does not exceed fair wear and tear. An administration fee of £15 per resident will be made in addition to the costs of paying for repair/replacement. Any 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 Accommodation Manager or their representative.
- 21.7 Where the repairs are reported with an unreasonable delay and where such a delay causes further damage to the Property or its contents the Residents shall be liable for such repairs costs/part of the costs at a discretion of the Landlord.
- 21.8 The Residents who lock themselves out of their Property and who need to regain access outside normal office hours may seek assistance from the Security Office at Brunel University London; during normal office hours may seek assistance from Accommodation Centre. Identification must be produced and such requests for assistance will not take priority over other duties of the University Staff. There will be a standard charge of £25 for this service, which will be added to the Resident's University account and will be payable within seven days of the Resident being notified of the charge.
- 21.9 The Furniture and Furnishings (Fire Safety) Regulations (e.g.1988, 1989, 1993 and 2010) apply to all domestic furniture and furnishings containing upholstery (new and second-hand) made after 1950 including sofas, chairs, beds, headboards, divans, cots, children's furniture, cushions and pillows. Where the Residents or their visitor(s) remove a valid label a replacement of such furniture will be recharged to the Residents (unless damage is caused by fair wear and tear). An administration fee of £15 per person will be made in addition to the costs of paying for repair/replacement and any fine resulting from disciplinary action.
- 21.10 The Residents will not damage the decoration at the Property.
- 21.11 The Residents will not remove any furniture or fittings from the property or store them in a garage or shed, without the prior permission of the Landlord.
- 21.12 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. At the end of the Period, all these items should be in the same position within the Property as they were in at the start of the Period. Furniture, fittings and furnishings provided by the University must not be dismantled or otherwise tampered with.
- 21.13 Residents must not bring additional furniture into accommodation without prior written permission from the Landlord. Any additional item comprising textiles must bear a sticker stating that it complies with the cigarette test or the match test under The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended) or permission will not be given. Permission will be refused where the item constitutes a hazard for any other reason.
- 21.14 The Residents will avoid causing any blockages in any of the drains, sinks, toilets or waste pipes and will have cleared any blockages which they do cause or report them to the Accommodation Centre, Brunel Student Lettings who will arrange for the blockage to be cleared at the Residents' cost.
- 21.15 The Residents will not smoke within the house but may smoke in the garden areas, well away from any building entrances or windows through which smoke could penetrate to the detriment of occupants or neighbours and undertaken more than 4 metres away from any building. Residents must keep any areas used for smoking clean and clear of cigarette butts, which must be disposed of in the general rubbish bin. Any damage caused to the Property or its contents as a result of smoking will be re-charged to the Resident/s.
- 21.16 The Landlord shall not be liable to carry out repair or replacement of any damage, or clear any blockage caused by the Residents until the Residents have paid the proper and reasonable costs of doing so (but this regulation will not apply where the Landlord has a statutory obligation to carry out the work immediately).
- 21.17 Wilful damage to and vandalism of the Property or its contents and the property of others will be considered serious and the Resident/s will be required to pay for any damage caused in addition to any other disciplinary action which may be taken by the University or the authorities.
- 21.18 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.
- 21.19 The Resident will maintain a reasonably safe environment for the University employees (or their agents) who may have to enter the premises e.g. ensuring the cables to personal electrical equipment are safe.

21.20 The Resident is responsible for ensuring that the property is adequately heated and ventilated and may be held liable for making good any damage relating to mould within the property. Where there is damp relating to a structural defect or water ingress, this should be reported to the Landlord, please refer regulation 21.5.

22 Alterations

- 22.1 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.
- 22.2 The Residents are not permitted to erect any sign, notice or advertisement visible from the outside of the Property.

23 Security

- 23.1 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 safety; to promptly report any Property-related accident, hazard or instance of ill-health; 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).
- 23.2 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 Landlord (via Brunel Student Lettings), and will comply with any reasonable instructions the Landlord may give at that time (for example, turn off water supply).
- 23.3 The Landlord 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 Landlord's obligations or as a result of the Landlord's negligence. Residents are responsible for the security of their personal property and should ensure that entrance/exit doors are securely locked.

24 Pets

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

25 Garden

- 25.1 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).
- 25.2 The Residents will keep the front and rear garden at the Property (if any) clear of rubbish and litter.

26 Decoration

The Residents will not decorate the Property. 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.

27 Access and inspections

- 27.1 The Landlord or its agents is permitted to inspect the Property and its content during the Period.
- 27.2 The Residents agree to allow the Landlord or any person reasonably authorised by the Landlord to enter the Property at reasonable times for the purposes of viewing, inspection, maintenance and repair at reasonable notice. The Landlord 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 Landlord may access the Property without any notice.
- 27.3 Where there are gardens, outbuildings or garages at the Property address, but these are stated to be excluded from the licence, the owner of the Property or the Landlord shall have access to the gardens outbuildings or garages without having to give notice to the Residents.
- 27.4 The Landlord will retain a set of keys to the Property, which may be used to access the Property.

28 Charges, payments and rebates

- 28.1 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: a charge of £50 (to cover banking and administration charges) to be added to each resident's account by the University for each instalment of accommodation fees or any other accommodation charge not paid on or by the due date. A further charge of £50 will be incurred for every subsequent instalment payment date on which accommodation fees/charges remain unpaid. Charges will be invoiced to the Residents University account and will be payable on receipt of invoice; the costs of taking legal advice about a breach or suspected breach of this agreement, whether or not legal proceedings are 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.
- 28.2 Where the Landlord will issue you with an invoice for a charge, it will be added to the Residents University account and is payable within seven days. Please note that unpaid charges which are overdue for payment are subject to a late payment fee. Disciplinary action (including a fine) will be taken by the University against any Resident who fails to move out by the due date and time.
- 28.3 Weekly accommodation fees is as agreed in regulation 5 for the duration of the Period for the Property (see regulation 2). The Residents are advised of their joint and individual liability in regulation 7 and accept their responsibilities. At a time of signing this Licence Agreement Residents will be provided with a recommended weekly fees split between the Residents. The Resident/s must accept or notify the Landlord of their new preferred weekly fees split before signing the contract.
- 28.4 Some categories of Resident may be eligible for a monthly payment schedule. Details of this will be available from the Student Centre once they have registered at the University and received an invoice on their eVision account.
- 28.5 Brunel students can view their Brunel finance account on eVision under 'My Money'. This allows them to check when your next accommodation fees instalment is due and how much to pay.
- 28.6 Reduced accommodation fees will not be permitted for late arrivals or early departures.
- 28.7 The Residents who have outstanding accommodation related charges owed to the University will not be offered or allocated a Property until all outstanding fees have been paid.
- 28.8 The Residents liable to pay fines, charges or administration fees (under these regulations) are required to pay them by cash, cheque or credit/debit card to the Cash Office. Please note that unpaid charges which are overdue for payment are subject to a late payment fee (see regulation 28.1).
- 28.9 Any amount for which a Resident is liable under these regulations will be added to their University student account and will be payable within seven days of notification.
- 28.10 The Residents will provide the Landlord with a forwarding address once the Licence Agreement has come to an end. Where possible, you are required to provide this information via your eVision account.
- 28.11 Reduced accommodation fees or refund of deposit payments will not be given, except under the termination term agreed in regulation 41.

29 Mail

- 29.1 If mail is received which is not addressed to the Residents/occupiers/owner of the Property/the University, the Residents are responsible for labelling the mail 'return to sender' and posting this back via Royal Mail.
- 29.2 The Residents will promptly pass on to the Landlord any correspondence or notices which affect the Property.

30 Visitors

- 30.1 The Residents shall not have more than 2 visitors to stay 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 regulation is likely to result in the Landlord terminating this agreement. 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.
- 30.2 As University accommodation is only suitable for adults to reside in, no person under 18 years of age may occupy or stay overnight in the Property.
- 30.3 The Residents are responsible for ensuring that their visitors comply with these regulations at all times within the accommodation or on the Landlords Property and these regulations apply to the Residents, visitors and guests.
- 30.4 You must not allow anyone who has been excluded or suspended by the University or received a Notice to Quit/Determine from either Halls of Residence or a Head Lease property onto the Property.

31 Insurance

- 31.1 The Landlord 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 Landlord provides basic insurance of personal effects (check your insurance policy for any exclusions, as not all items are covered).

32 Lease with the Owner

- 32.1 The Landlord 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 Landlord.
- 32.2 The Landlord will use reasonable endeavours to verify that the owner of the Property has carried out all statutory safety measures applicable to the Property.
- 32.3 The Landlord will pay the rent and all other sums due under its lease with the owner of the Property.
- 32.4 The Landlord will use reasonable endeavours to ensure that the owner complies with the terms of the owner's lease.

33 Respect for residents

- 33.1 The Landlord 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 regulation 27.
- 33.2 The Landlord will not disclose personal information obtained from the Residents except as permitted by regulation 35 of this agreement or where there is a serious risk of harm to the Residents or any of them, to others, or to the Landlord's or other people's property.

34 Deposit, Damage and Loss

- 34.1 The Deposit shall be held by the University, and will be refunded after the Period, subject to applicable deductions for damage and cleaning as detailed in the Inventory Check-Out Report, which are beyond fair wear and tear and taking into account reported defects. There will be no interest paid on the Deposit.
- 34.2 At the end of the Period the Landlord or Landlords representative (e.g. Inventory clerk) will arrange an inspection of the Property and its contents and check them against the inventory (taking into account reported defects).
- 34.3 The Landlord will use the end of Period inspection and start of Period inventory to assess the Residents' liabilities for repairs, breakages, replacements and cleaning. The Landlord shall be entitled to use the deposit towards these and any other unpaid sums due under this agreement.
- 34.4 If the Residents' liabilities exceed the amount of the deposit, the Residents will be jointly and severally responsible for the balance, which shall be payable within 7 days' of the Landlord's invoice.
- 34.5 If the Residents' liabilities are less than the Deposit, the Landlord will refund the Deposit to the Residents, after making any proper and lawful deductions and making sure that the Residents have paid all utility and (if applicable) Council Tax bills, as soon as reasonably practicable after the end of the Period.
- 34.6 The Landlord shall promptly notify the Residents of any deductions from the Deposit.
- 34.7 The Landlord shall not be liable to pay any interest to the Residents on the Deposit.
- 34.8 Where the Landlord has accepted payment of the Deposit from separate persons, the Landlord shall refund a proportionate part of the Deposit to the person who paid it (after making any deductions in the same proportion).
- 34.9 This licence is not an assured shorthold tenancy and therefore, there is no obligation on the Landlord to hold the Deposit in a Tenancy Deposit Scheme.
- 34.10 The Landlord is entitled to use the Deposit (in full or in part) towards making good or compensating for any breach of the Residents' obligations in this agreement.
- 34.11 If there are severe damages and cleaning issues at the end of the Period, the University reserves the right to exclude the Residents from future occupation of any University owned or managed accommodation.

35 Data Protection

- 35.1 The Residents hereby each authorise the Landlord to use his/her/their personal data for all lawful purposes in connection with this agreement (including debt recovery, crime prevention, or where there is a serious risk of harm to the Residents or any of them, or to others, or to the Landlord's or other people's property). The Residents hereby each authorise the

Landlord 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 Landlord. Each Resident has the right to revoke this authorisation by giving written (or email) notice to the Landlord. We will reasonably endeavour to protect the information we obtain from you from loss, misuse; leading to disclosure, alteration, destruction, or unauthorised access. Information may be disclosed to statutory authorities, local council and utility providers as required.

- 35.2 Personal data collected will be held on the University database for the purpose of administering the Head Lease Housing Scheme. It will be processed in accordance with the statutory Data Protection Principles and the University's registration under the Data Protection Acts 1984 & 1998.
- 35.3 The Residents personal data may be disclosed by the University to statutory authorities, local council and the Property utility providers on request. (e.g. For the purpose of verifying Council Tax exemption the Landlord notifies Hillingdon Council of the address and names of residents of its managed houses.)
- 35.4 The University shall not be obliged to disclose any information to the Residents about the Property owner. The Residents correspondence files will be destroyed 7 years after the last correspondence with the Resident. The Residents financial information including tax will be destroyed 7 years after the last correspondence with the Resident. Residents are responsible for maintaining their own accounting records.

36 Limit on liability

- 36.1 The Landlord's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the Landlord's negligence or breach of its obligations in this agreement. Personal belongings left at the Property are at the Residents' own risk. Except where it has a statutory duty to do so, the Landlord 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).
- 36.2 The Landlord is not liable for any act or neglect by the owner of the Property except to the extent that the owner's action or inaction directly arises from the Landlord's failure to comply with its obligations in its agreement with the Property owner.
- 36.3 The Landlord shall not be liable to the Residents for any variation or suspension of the services (e.g. water, gas, electricity) where the variation or suspension is due to circumstances outside the Landlord's control (unless the reason for the variation or suspension is a direct result of the Landlord's negligence).

37 Disciplinary Regulations

Nothing in this agreement will be taken to contradict the disciplinary regulations of Brunel University London.

38 Notices

Notices under this Licence Agreement must be in writing and the Landlord's address for service is given on the first page of this agreement. The Landlord will serve all notices on the first-named of the Residents and notices served on that person are duly served on all the Residents. The first-named of the Residents has no greater or lesser responsibilities under this agreement than the other Residents. Where the Landlord serves notice under regulation 41, notice will be served on the person concerned and (if different) from the first-named Resident.

39 Third Parties

- 39.1 The Landlord, in granting a Licence Agreement to any Resident, does not thereby confer (or intend to confer) any right or benefit on any other student/Resident or third party.
- 39.2 The Residents are responsible for the conduct of their visitors and must ensure that those visitors behave in a way which is consistent with these Regulations. Where a visitor's behaviour would be in breach of these Regulations, if they were a Resident, the Resident who invited them into the Property may face disciplinary action if circumstances justify.

40 All terms

- 40.1 This Licence Agreement contains all the terms agreed to by the Landlord and the Residents at the time it comes into effect and any variation to the terms will only be effective if agreed by the University (via Brunel Student Lettings, Accommodation Centre). The Landlord will confirm any agreed variation to the Residents in writing at the time the variation is made.

41 Early termination

- 41.1 Before the start of the Period the Licence Agreement to the Residents is conditional:

- 41.1.1 on the Landlord itself being granted a lease of the Property by its owner. The Landlord will confirm to the Residents that it has a lease as soon as reasonably practicable after the lease has been granted.
 - 41.1.2 on the Residents having paid a Deposit of £350 per person against the Residents' liability for repairs, breakages, cleaning, utility bills, arrears of accommodation fees and other responsibilities under this agreement. The Landlord will treat any booking fees already paid by the Residents as, or towards, the Deposit, depending on the amount already paid. Payment of the Deposit is a joint and several responsibility of the Residents but the Landlord 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 occupiers is paid.
 - 41.1.3 on all the Residents having signed this agreement, and this agreement having been signed on behalf of the Landlord.
 - 41.1.4 as per Criminal Disclosure regulation 8.
 - 41.2 The Landlord may terminate this Agreement at any time by serving notice on the Residents if:
 - 41.2.1 any payment due under this Agreement is overdue by 30 days or more; or
 - 41.2.2 any of the Residents is in serious or persistent breach of any of the Residents' obligations; or
 - 41.2.3 any of the Residents does not have status as a registered student of Brunel University London; or
 - 41.2.4 as per Criminal Disclosure regulation 8; or
 - 41.2.5 in the Landlord's reasonable opinion the behaviour of any of the Residents constitutes a serious risk to him/herself or others or to the Landlord's or other people's property.
- The notice period will be 28 days, but in some exceptional cases we may issue notice with immediate effect. The University may make this decision where there is a serious risk of harm to the Residents or any of them, to others, or to the Landlord's or other people's property or where there has been a serious or persistent breach of these regulations.
- Where a resident is issued a Formal Notice to Determine (NTD), they will remain liable to pay the Rent until the end of the Period, or earlier if the room is re-let. Residents who have been served a NTD will not be considered for future University owned accommodation. Residents are liable for any accommodation related charges including the accommodation fees for the Period. The Resident must vacate the property and return their key/s to the Accommodation Centre by the date they are notified, as specified in the NTD.
- 41.3 The Residents will remain liable for payment of the accommodation fees until the end of the Period or, if earlier, until the Property is re-let.
 - 41.4 If replacement occupiers cannot be found the Residents will remain liable to comply with the terms of this agreement, including the obligation to pay accommodation fees, until the end of the Period.
 - 41.5 Where the reason for termination is because of the conduct, status or health of one or more individuals as opposed to the conduct, status or health of all the Residents, the Landlord will state in the termination notice the names of the individual(s) concerned. The Landlord will grant and the remaining Residents will take a new licence, either as a smaller group or jointly with replacement student(s) reasonably acceptable to the group. There will be no reduction in accommodation fees if the new licence is granted to a smaller group (but the remaining occupiers may be entitled to claim against the person(s) responsible).
 - 41.6 The Residents may terminate this agreement at any time by serving notice on the Landlord but unless the reason for termination is a serious or persistent breach of any of the Landlord's obligations in this agreement the notice shall not become effective and the Residents shall remain liable for the accommodation fees until:
 - 41.6.1 the Residents have complied with all their obligations up to the date of termination; and
 - 41.6.2 another group of students who are not already in accommodation let by the Landlord and who are reasonably acceptable to the Landlord enter into an agreement for the remainder of the Period; and
 - 41.6.3 the outgoing Resident/s have paid to the Landlord a fee 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).

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

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

41.7.2 another student (or other students) not already in accommodation let by the Landlord and reasonably acceptable to the Landlord and acceptable to the remainder of the group enter(s) into an agreement for the remainder of the Period; or

41.7.3 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

41.7.4 the departing person(s) pay to the Landlord a fee 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).

41.8 The Landlord 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.

41.9 The Landlord 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.

41.10 The 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 Accommodation Centre office. Any missing or damaged items or extra cleaning will be charged. An administration fee of £15 per resident will be added to each invoice. When vacating, the property should be left in the same as recorded at Inventory Check In at the start of the Period, taking into account fair wear and tear. Failure to do so will result in additional charges being incurred.

41.11 The Landlord will not accept the responsibility of being a bailee for any items left on our premises.

41.12 If the Residents (or any of them) do not take possession of the Property, the Residents will still remain 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. The Landlord 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 earlier if the Residents notify the Landlord that they do not intend to take possession of the Property.

41.13 If your personal circumstances change during the course of your licence period that affects your eligibility to remain in Off Campus Head Lease accommodation (e.g. you are expecting a baby and you wish to live with your new child/children after the birth) please contact the Accommodation Centre at bac@brunel.ac.uk. Please note, Off Campus Head Lease accommodation is not suitable for children.

42 Right to relocate

42.1 The Landlord 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.

42.2 Where the Landlord relocates the Residents or any of them because the Residents or any of them is/are in breach of one or more of their obligations in this agreement or where the relocation is made at the Residents' request (or at the request of one or more of them) the Residents shall pay the Landlord an administration fee of £50 per relocating person. This does not place the Landlord under any obligation to relocate students on request, and relocation is at the Landlord's reasonable discretion.

42.3 Where one or more of the Resident(s) chooses to relocate and the Landlord agrees, the Landlord may impose pre-conditions for relocation which are similar to the pre-conditions for early termination (see regulation 41).

42.4 We reserve the right to allocate you to (before the start of the Period) or move you to (after you have moved in) similar alternative accommodation for reasonable management reasons including (but not limited to):

- 42.4.1 Where we consider that we cannot reasonably carry out works to the accommodation, the whole or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the accommodation; or
- 42.4.2 Where the accommodation being damaged, such that we consider (acting reasonably) that it is unfit for occupation for example due to flood, infestation, storm, damage, plant malfunction.
- 42.5 We reserve the right to require you to move to similar alternative accommodation where we reasonably consider, because of your behaviour, or for any reason, that it is necessary to move you from the accommodation to protect your well-being or the well-being of others or to prevent damage in the accommodation.
- 42.6 If we request you to relocate:
- 42.6.1 We will give you written notice of this and give you details of the similar alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar alternative accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as 24 hours;
- 42.6.2 If the accommodation fee for the similar alternative accommodation is more than the accommodation fee that you are paying for your current accommodation, we will not charge you the higher accommodation fee and will continue to charge you the accommodation fee for your current accommodation;
- 42.6.3 If the accommodation fee for the similar alternative accommodation is less than the accommodation fee that you are paying for your current accommodation, we will charge you the lower accommodation fee as from the date on which you move into similar alternative accommodation;
- 42.6.4 If you do not move out of your current accommodation upon us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the cost of the legal action to be paid by you.

43 End of Period vacating

- 43.1 At the end of the Period all Residents are required to vacate their Property by 12 noon (midday) stated in the Licence Agreement. Keys returned after 12 noon will result in extra charges. The Property should be returned to the condition at the start of the Licence. Failure to do so will result in additional charges being incurred.
- 43.2 If one or more Resident/s fail to move out on or by the due date/time you will be liable for additional accommodation fees at a nightly rate of £90 per Resident. The Property is not regarded as vacated until all Residents keys have been returned to the Accommodation Centre. Outside normal office hours keys should be posted through the Accommodation Centre office letterbox in an envelope collected from the Accommodation Centre office clearly marked with the Residents name and their student number.
- 43.3 If you fail to leave the Property at the end of this Agreement we will apply for possession through Court Proceedings. Any Court Order may include an order that you pay our costs of the proceedings. 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 you in the amount of the debt, plus costs, plus interest.
- 43.4 Keys should not be left at the Security Office or with a friend. If keys lost or not returned please refer to regulation 44.
- 43.5 Where the Residents leave the Property at the end of the Period and fails to return all Property key/s directly to the Accommodation Centre, the Residents remains liable for the extra accommodation fees until such time as the key/s are received by the Accommodation Centre. The Resident is not permitted to re-enter the Property after the Period has expired, even if the keys have not been returned to the Accommodation Centre.

44 Keys and locks

- 44.1 A charge will be made for the replacement of each door key lost or not returned, to include the labour and parts associated with changing the lock where appropriate plus an administration charge of £15 per Resident. A charge will be made to any Resident/s whose actions necessitate the re-coding/re-programming of any digital or electronic access control systems.
- 44.2 Charges will be added by the Accommodation Centre to the Resident's University account and will be payable within seven days of the resident being notified of the charge.
- 44.3 Where the keys are found after the loss was reported and after the University arranged to change/changed the lock, money will not be refunded.

- 44.4 Some Head Lease properties have locks on bedroom doors and some do not. All Head Lease properties are let as seen and additional locks will not be added, where locks are not in place.
- 44.5 When collecting keys for your property, you must provide valid photo ID, for example Driving Licence, Passport or Brunel University London ID. Keys will only be issued to the Licence holder and not to representatives.
- 44.6 Keys must be returned in person to the Landlord or its authorised agents and must not be returned in the post.

45 Removal of residents' belongings

- 45.1 If the Resident(s) leave any personal belongings at the Property at the end of the Period, the Landlord 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 Landlord may dispose of it as it reasonably considers appropriate and shall not be obliged to return it to the Resident(s). If the item is of apparent value, the Landlord shall use reasonable endeavours to contact the Resident(s) and make arrangements with the Resident(s) for its collection or disposal. The Landlord shall not be obliged to store any item for longer than 14 days from the end of the Period and if the item has not been collected by that time the Landlord 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).
- 45.2 The Landlord will recharge any transportation, storage and disposal expenses (of any items of apparent value) to the Residents plus an administration charge of £15 per each Resident.
- 45.3 Charges will be added by the Accommodation Centre to the Resident's University account and will be payable within seven days of the Resident being notified of the charge.

46 If the Property is unfit for use

- 46.1 If during the Period the Property or any part of it becomes uninhabitable or inaccessible because of damage by fire, storm, or flooding, the accommodation fees (or a fair proportion of it according to the extent and duration of the damage) shall not be payable until the Property is again fully fit for use provided that the damage was not the fault of the Residents or their visitor(s).
- 46.2 If the Property or any part of it becomes uninhabitable or inaccessible, the Landlord shall not be under any obligation to re-house the Residents unless the cause is the Landlord's failure to carry out its repairing obligations.

47 References

The Accommodation Centre can provide a reference letter for students who have lived in a Head Lease property and have no outstanding accommodation charges or residential alerts/bans on their accounts. Students can request a reference letter or a third party may request a reference letter online at <http://accom.brunel.ac.uk/reference>. All reference requests from third parties should be made online. The Accommodation Centre will require permission from the student concerned prior to releasing a reference to a third party. Permission will need to be given to us online by the student at <http://accom.brunel.ac.uk/reference> once the reference request has been submitted. Please note that a reference letter may take up to one week to process depending on demand, and therefore students should ensure that permission is provided promptly to the Accommodation Centre when requested. Reference letters will not be provided if a student is in breach of their Licence Agreement or has outstanding accommodation related charges owing to the University.

48 Complaints

- 48.1 The Accommodation Centre Complaints Procedure is not intended to deal with initial maintenance requests. If you need to report a maintenance problem in your accommodation please read regulation 21 of this agreement. If your complaint is about bullying or harassment by another resident or a member of staff, please email us at bac@brunel.ac.uk. To enable an appropriate member of staff to investigate your concerns and ensure support is available for you.
- 48.2 If you wish to make a complaint regarding the Accommodation Centre it will be processed in line with the University's Student Complaints Procedure. The University's Student Complaints Procedure and guidance notes can be accessed at www.brunel.ac.uk/about/quality-assurance/complaints. A summary of the three stages can be seen below:

Stage 1: Early Resolution - Your complaint can be put in writing to the Accommodation Centre by email to bac@brunel.ac.uk and will be responded to within 2 working days. Depending on the content of your complaint it may be escalated to the Head of Accommodation or their representative. In such circumstances you will receive a response within 4 working days. You will be advised by email if your complaint is escalated to the Head of Accommodation or their representative.

Stage 2: If your complaint remains unresolved at Stage 1 students must complete a Complaint Action Form within 3 months of the incident complained about. Formal investigation and consideration by the Students Complaints Officer will then take place.

Stage 3: If you continue to be dissatisfied with the outcome of Stage 2 students may, under certain circumstances, request a review by the Chief Operating Officer. This must be within 14 days of the date of the letter of outcome to Stage 2.

48.3 Students may also wish to contact the University Mediation Service if they feel it would be helpful to speak to an independent mediator about their complaint. Students should refer to the full version of the Student complaints procedure at www.brunel.ac.uk/about/quality-assurance/complaints before submitting their complaint.

49 Disciplinary Regulations, Procedures & Penalties

49.1 Disciplinary action in accordance with the procedures set out in these Regulations (including the imposition of nonfinancial sanctions, fines or other financial charges) may be taken against any resident in breach of these Regulations. 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 student's behaviour under those procedures. Records are kept of any resident in breach of these Regulations and any action taken, which will be referred to when considering any future applications for University accommodation. In cases of serious or persistent breach of these Regulations, the University is entitled to take steps to terminate the Licence Agreement. Residents are advised in writing of any financial liability arising out of a breach of these Regulations and these sums will be added to the resident's University account for payment to be made within seven days. Where behaviour breaks the law information will also be shared with the police who may take additional action.

49.2 Brunel University London works closely with our neighbours and the local council to monitor student behaviour and will respond to complaints from neighbouring residents following the Procedure for Dealing with Complaints of Anti-Social Behaviour. There are a range of Sanctions, Penalties and Notices which may be issued to a Resident for breaches of this Licence Agreement. Procedure for Dealing with Complaints of Anti-Social Behaviour http://www.brunel.ac.uk/data/assets/pdf_file/0018/452313/anti_social_behaviour_regulation_May15.pdf.

Allegations of a persistent or serious breach of Regulations

49.3 Informal Procedure

In the first instance, Residents will be encouraged to resolve minor complaints on their own. If that is not possible, a meeting will be arranged a member of staff in the Accommodation Centre. If after consideration of all material facts, a Resident is in the reasonable opinion of the Accommodation Manager found to be in breach of the Regulations, the Manager will consider whether it is adequate and appropriate to come to an agreement with the resident concerned with a view to improving their behaviour. Alternatively, the Manager may consider a written warning appropriate. A record of the breach (es), the name of the resident(s), the date the breach occurred and the action taken will be kept by Brunel Student Lettings and a copy will be sent to the Resident(s).

49.4 Formal Procedure

The Accommodation Manager will consider the allegations and evidence. Where in their reasonable opinion and after a full consideration of the facts the Accommodation Manager or their representative is satisfied that there has been a serious or persistent breach of the regulations, they may do one or more of the following:

- (i) give a written warning either with or without a non-financial sanction;
- (ii) give a written warning and impose a fine not exceeding £300;
- (iii) require the resident to pay for any damage up to the full cost of repair plus an administration charge of £15 per each Resident;
- (iv) require the resident(s) to make compensation for any other losses; or where they consider their powers are not adequate to deal properly with the matter they may refer it to the Head of Accommodation with a recommendation as to what action should be taken.
- (v) where there has been a breach of a serious nature or persistent breaches of the Licence Agreement, the University may take action to end this agreement by issuing a Notice to Determine.

A record will be kept by Brunel Student Lettings, Accommodation Centre, Brunel University London which will record the breach, the name of the resident(s), the date the breach occurred and the action(s) taken and a copy will be sent to the resident(s).

49.5 University Action To End This Agreement

We may end the Licence Agreement at any time, prior to its end date by issuing a Notice to Determine for you to leave if you:

- (i) are not, or cease to be, enrolled as a full-time student at Brunel University; and / or
- (ii) are suspended from the University (except for reasons of academic-related debt) ; and / or
- (iii) have failed to pay the Rent by the required date; and / or
- (iv) have caused serious nuisance or anti-social behaviour; and / or
- (v) have committed any other material breach of this Agreement.

If we end this Agreement under clause 49 you will remain liable for the full Rent until the end of the Agreement period unless a substitute tenant enters into an Agreement for the Property for the remainder of the Term of the Agreement. The notice period will be 28 days, but in some exceptional cases we may issue notice with immediate effect. The University may make this decision where there is a serious risk of harm to the Residents or any of them, to others, or to the Landlord's or other people's property or where there has been a persistent or serious breach of these regulations.

If you do not move out of the Property after the expiry of the Notice to Determine we will commence Court proceedings to evict you and seek to recover the costs from you. The University uses the services of external agencies to pursue the outstanding debt as part of its debt recovery procedures which may result in a County Court Judgment ('CCJ') being registered against you in the amount of the debt, plus costs, plus interest.

50 Signed

- 50.1 This Licence Agreement becomes binding when you accept the agreement, make payment of the accommodation Deposit and the Licence Agreement has been signed by Brunel University London or when Brunel University London has started to provide the accommodation to you. At that point the Resident will be bound to take and the University shall be bound to grant, a Licence of the Property on the first day of the Period.
- 50.2 This Licence Agreement creates a fixed-term licence; all Residents are liable to comply with the terms of this agreement, which includes payment of accommodation fees for the duration of the Period, whether or not the resident is actually living at the Property.
- 50.3 The Licence Agreement constitutes written notice of what Brunel University London will provide and the terms on which it will be provided.
- 50.4 Before entering into this agreement the Resident should ensure that they wish to accept the property for the duration of the fixed-term licence period, as this creates a legally binding obligation between the resident and Brunel University London.
- 50.5 Please refer to regulation 41 of this agreement for further information regarding early termination.
- 50.6 Please take time to read through and ensure that you fully understand the terms of this Licence Agreement. This Licence Agreement is governed by the laws of England & Wales which international students may find quite different to the law which applies in their own country. Please take independent advice before signing, if you feel you need it, as once this agreement is fully signed it is a legally binding contract.

Signed by the Residents

1. Sign _____ Print name _____

2. Sign _____ Print name _____

3. Sign _____ Print name _____

Signed on behalf of the

Landlord _____

Date all preconditions satisfied _____

(which is the date the agreement becomes binding)