

Staffordshire University Residence Life Accommodation

LICENCE AGREEMENT 2024-25

1. INTRODUCTION

The Licence Agreement between Staffordshire University ('The University' or Us/We) and you comprises:

- 1.1 An Offer setting out details which are specific to the licence to occupy being granted to you.
- 1.2 The terms set out in this Licence Agreement.
- 1.3 The Code of Conduct for Students in Residential Accommodation.

Further information about your accommodation is available on the Staffordshire University Accommodation website (<https://www.staffs.ac.uk/student-life/accommodation>) and you should make sure that you are familiar with this information.

Once you accept the Offer, these documents create legally binding obligations between the University and you. You should therefore ensure that you have read, understood, and agree to all the terms and conditions in these documents before making a commitment by accepting the Offer. Notification of the Offer will be sent to you by e-mail; the Offer and the other Licence documents can all be viewed at reslifeportal.staffs.ac.uk/RSLive_Portal/ You will need your username and password to view your Offer, which should be accepted online within 7 days of receipt. If you do not accept your Offer within this timeframe, it will lapse and you will need to apply for a new Offer to be sent to you, subject to the continued availability of accommodation.

The Licence is governed by English law. Take independent advice before proceeding if you think you need it because entering into this agreement by accepting your Offer will create legal rights and obligations, including the obligation to pay the Licence fees due under this Licence Agreement. If you are an international student, you might find this to be quite different to the law which applies in your own country.

This Licence Agreement uses various words which have a specific meaning for the purposes of the Licence Agreement. The meaning of these words is explained in the Definitions at the end of the Agreement.

Where there is a reference to the University in this Agreement this also includes its staff, contractors, or other representatives.

Where you have obligations in this Agreement not to do various things, you are also obliged not to allow any of your visitors to do those things and you agree to accept liability for the actions of your visitors

2. YOUR LICENCE TO USE THE ACCOMMODATION

- 2.1. The Accommodation is managed by the University or by one of the University's contractors. You have no right to exclude the University from the Accommodation at any time.
The University and you both acknowledge that:
- 2.2. This Licence does not and is not intended to create a tenancy of the Accommodation. You are being given permission to occupy the Accommodation as a Licensee for a fixed period of time and you do not have exclusive possession of the Accommodation.
- 2.3. The Licence does not give you the right to the allocation of a specific room throughout the duration of the Licence and the University reserves the right to relocate you to similar Accommodation at any time.
- 2.4. The Licence grants you, and other residents, the non-exclusive right to use the common parts of the Accommodation.
- 2.5. You are permitted to occupy the Accommodation during the Licence Period only as a private residence.
- 2.6. The University will only issue keys to the Accommodation after you have completed the online Accommodation Induction.
- 2.7. You must bring any defect in the Accommodation or Contents to the University's attention within 7 days of the keys being issued to you. If you fail to do so you may be charged for any damage or missing items.
- 2.8. This Licence is between you and the University, and you are not allowed to transfer your rights and obligations under it to anyone else or to permit anyone else to occupy it except as may be permitted under the terms of this Agreement. Provided you are over the age of 18, the University will not discuss matters relating to this Licence with your parent or guardian without your prior written consent, even if it is a parent or guardian who pays the Licence Fees on your behalf.

3. FEES

- 3.1. You agree to pay the Pre-Payment amount of £250 and Licence Fees no later than the dates and in the sums set out in your Offer. You may, if you wish, choose to pay your Licence Fees in full in advance.
- 3.2. Invoices detailing the sums payable, payment dates and how to pay will be sent to your University email address by the University Finance Office. The University reserves the right to refer the overdue amounts to an external debt collection process. In addition, failure to pay your Licence Fees by the due dates entitles the University to terminate this Agreement, to determine that you are no longer eligible for occupancy of any University accommodation and remove your right to pay any outstanding balance of your Licence Fees by instalments.
If you have any financial concerns, please contact the Finance Office at the earliest opportunity (income@staffs.ac.uk).
- 3.3. Except as otherwise set out in this Agreement, you are liable to pay the Licence Fees for the whole of your Licence Period

even if you do not occupy the Accommodation for all or any part of your Licence Period.

- 3.4. At the date of the Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.
- 3.5. If for any reason you become or cause the university to become liable for council tax for the Accommodation (for example because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse the university for any sums we pay within 14 days of written demand).

4. TERMINATION OF LICENCE BY THE UNIVERSITY

- 4.1. The University shall be entitled to terminate the Licence in any of the following circumstances:
 - 4.1.1. If you fail to enrol on a full-time course of study at Staffordshire University.
 - 4.1.2. If you withdraw or are withdrawn from your course of study at Staffordshire University.
 - 4.1.3. If you are in debt to Staffordshire University on commencement of your Licence Period in respect of Licence Fees under a previous Accommodation Licence with the University.
 - 4.1.4. If the University determines under the University's Conduct procedures, that you ought not to be allowed to continue living in University Accommodation; or
 - 4.1.5. If the University becomes aware that you have been convicted of a criminal offence, and the offence is of a type that, in the University's opinion, ought to disqualify you from living in University Accommodation.
 - 4.1.6. If you are in serious or persistent breach of any terms of your Licence or are found to have seriously or persistently been involved in a conduct offence. Serious breaches include but are not limited to the following: -
Substance abuse, dealing or supply of controlled substances.
Violent, threatening, or aggressive behaviour.
Harassment or bullying.
Unlawful promotion of harmful ideologies or use of hate speech.
Noise nuisance.
Serious damage to or interference with the University's or another resident's property.
 - 4.1.7. If (in the University's opinion) your health or behaviour creates a serious risk to yourself or to others or to the property of others. In such circumstances the following provisions shall apply:

If you have a disability which makes the Accommodation or communal living unsuitable for you, the University will use all reasonable endeavors, working in consultation with you, to find you more suitable University accommodation, and offer you assistance with relocation, as an alternative to the University terminating the Licence.

If the University terminates the Licence on disability or health grounds, the University will refund pre- paid Licence Fees to you for the part of the Licence Period that remains unexpired after you vacate the Accommodation and return the keys to the University.

The University will not be under any obligation to other Licensees to terminate a disabled Licensee's Licence, or transfer a disabled Licensee to other accommodation, unless the University reasonably considers that there is a serious risk to the other Licensee(s) health, safety or welfare.

5. TERMINATION OF THE LICENCE BY YOU

- 5.1. You may terminate your Licence before the date set out in your Offer as the start date of your Licence Period, by giving notice to the University via email (reslife@staffs.ac.uk) If the University receives your notice on or before 31 August your pre-payment will be refunded and you will not be liable to pay any Licence Fees. If the University receives your notice after 31 August but before the start date of your Licence Period your pre-payment will not be refunded but you will not be liable to pay any further Licence Fees.
- 5.2. You may be allowed, at the discretion of the University, to terminate your Licence at any time during the Licence Period if either you or the University are able to arrange for another Student of Staffordshire University (not currently in University Accommodation) to occupy the Accommodation after you have vacated. Such a person must be approved as suitable by the University and be able and willing to take on liability for the remainder of the Licence Period. In such circumstances, your liability for Licence Fees would cease when an alternative occupier enters into a Licence Agreement with the university in respect of your Accommodation.
- 5.3. Subject to the limitations and exclusions set out in clause 18.2 (reasons beyond the University's control) if you provide evidence which is accepted under the University's Complaints Procedure as justifying termination of your Licence because it demonstrates significant or persistent failure by the University to fulfil its obligations to you under the terms of this Licence despite your having given the University reasonable opportunity to remedy any such failures.

6. USE OF THE ACCOMMODATION AND INVENTORY

- 6.1. The Accommodation may be used solely as a private residence. You agree not to advertise or carry on any type of profession, trade, or business in or from the Accommodation.
- 6.2. You agree not to transfer, part with, or share occupation of any part or the whole of the Accommodation save as provided for in this agreement or with the written consent of the University.
- 6.3. You agree only to cook or prepare any food in the kitchens of the Accommodation and not in a bedroom.
- 6.4. You agree to complete a room Inventory when you take up occupancy, submit your Inventory, and notify the Residential

Services Team of any discrepancies as soon as possible, and in any event, within 7 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

7. RISK ASSESSMENTS AND PERSONAL EMERGENCY EVACUATION PLANS

- 7.1** Where required you agree to complete a Personal Emergency Evacuation Plan (PEEP) with the Residence Life staff. Students with inclusion needs who may require accessible accommodation and/or reasonable adjustments to the Accommodation will not be permitted to move in until the PEEP and, if required, a risk assessment is completed.
- 7.2** You must inform the Residence Life team via email to reslife@staffs.ac.uk as soon as possible if your personal circumstances change, such as a new medical condition or disability or a significant change to an existing condition. You must also inform the Student Inclusion team of any changes.

8. SERVICES AND FACILITIES DURING THE PERIOD OF RESIDENCE

- 8.1** We will use reasonable endeavours to:
- 8.1.1** Maintain the structure of the Accommodation and keep the Accommodation (including the lighting, heating, and firefighting equipment within it) in reasonable repair.
 - 8.1.2** Ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off.
 - 8.1.3** Provide an adequate supply of hot water for normal domestic use.
 - 8.1.4** Arrange for an external company to provide and maintain facilities for the washing and drying of clothes in the residence or a reasonable alternative, for which there will be a separate charge at the point of use.
 - 8.1.5** Arrange for an external company to provide and maintain internet services within the Accommodation that provides access to a wi-fi network at a speed of no less than 30 mbps. We will be entitled to restrict access to the wi-fi system if you do not pay your Licence Fee in accordance with the terms of the Agreement. We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g., mechanical breakdown, shortages of fuel/materials, weather, labour disputes, student action or necessary maintenance, repair, or replacement).
- 8.2** The University, or the owner of the Accommodation (if not us), will arrange for an external company to provide an insurance policy which will cover your personal effects. A sum insured up to £10,000 for your personal possessions whilst in your room is automatically provided. You will be issued with insurance guidance when you arrive at the Accommodation which explains the limits of cover and the claims procedure. It is your responsibility to activate your cover once you have arrived in the Accommodation. Details of how to do this will be provided by the University.

9. DAMAGES

- 9.1.** Provided the University takes reasonable steps to keep its losses as low as possible and the expenses it claims are properly and reasonably incurred, the University may claim from you the losses it suffers and the expenses it incurs as a result of any breach of your obligations including (but not limited to):
- 9.1.1.** Outstanding Licence Fees for the remainder of the Licence period
 - 9.1.2.** Losses or expense arising from you causing a disturbance, engaging in anti-social or criminal behaviour.
 - 9.1.3.** Expense caused by loss of keys or late return of keys.
 - 9.1.4.** the costs of legal proceedings against you.
- 9.2.** You must take care of the Contents in the Accommodation and (jointly with others entitled to use them) the Contents in the Common Parts and leave them, clean and undamaged (except for fair wear and tear and damage caused by insured risks), in their original positions at the end of the Licence Period.
- 9.2.1.** You will be liable to pay the University compensation for damage beyond fair wear and tear – including accidental damage – and for any amount the insurer withholds in the event of a claim because of your actions or neglect.
 - 9.2.2.** Unauthorised alterations (such as tampering with fire safety equipment) will be treated as damage.
 - 9.2.3.** You will not be liable for damage to the Accommodation or Contents caused by unlawful intruders, provided you locked the doors and windows to the Accommodation when leaving them unoccupied.
 - 9.2.4.** Where damage occurs in the Common Parts, the University will use reasonable endeavors to identify the culprit. If the culprit is not identified, the University will claim the costs of rectification from each of the Licensees entitled to use the Common Parts in question if it appears to the University (acting reasonably) that the damage was caused by a Licensee or a Licensee's invited visitor.
 - 9.2.5.** If you can show that you could not have been responsible for the damage (for example if you can demonstrate you were not at the Accommodation at the time of the incident) you can send this evidence for review to reslife@staffs.ac.uk.
- 9.3.** The University will notify you of claims for damages in writing. The charges will either be added to your invoice to pay with the next Accommodation Fee instalment or invoiced separately. If you do not pay, the University may take legal proceedings against you to recover the amount claimed and will ask the courts to order you to pay the costs of those proceedings and any enforcement action relating to them.

10. ACCESS AND CHANGES TO THE ACCOMMODATION

- 10.1** You must vacate the Accommodation for a specified period, or allow access to the Accommodation, to enable the University's employees, contractors, and security staff to inspect, clean, repair and maintain the Accommodation, or for any other purpose. If the University requires you to vacate the Accommodation, it will offer suitable alternative accommodation. The University will usually give notice when access or relocation is required, but it may not be possible to give much or any notice in emergencies.
- 10.2** You agree that the University (and/or those acting on its behalf) may enter the Accommodation for any reason. Reasons for entry include but are not limited to the following:
- 10.2.1** The University's belief that you or anyone else present in the Accommodation is experiencing serious incapacitation or ill health and may be in need of welfare support.
 - 10.2.2** Suspicion of drug abuse.
 - 10.2.3** Illegal occupancy.
 - 10.2.4** Serious breaches of the University's regulations such as violence or theft, or serious breaches of the terms of this licence or of the Accommodation Code of Conduct, or investigations into allegations of such matters.
 - 10.2.5** Noise or behaviour which is a nuisance or disturbance to other residents.
 - 10.2.6** Emergency maintenance and repair.
 - 10.2.7** Non-emergency maintenance duties, cleaning, inspection, or repairs

You acknowledge that:

- 10.3** The University's accommodation undergoes a rolling refurbishment, maintenance, and construction programme which often relies on outside contractors. Such programmes may lead to some inconvenience or noise disturbance during normal working hours in adjacent properties, and this may affect the Accommodation. The University will endeavour to keep residents informed in advance (where this is possible) of any major works likely to affect them.
- 10.4** The University is entitled to transfer you to a different room (which it will endeavor to ensure is comparable to the original Accommodation) if in the opinion of the University or under conduct sanctions such a transfer is necessary or desirable for the effective management of the Accommodation.
- 10.5** Certain rooms may be used for showing to other people (e.g. prospective occupiers). If you agree to the Accommodation being used for this purpose, the University will give you some recompense (the type and amount to be agreed). Where you have agreed that the Accommodation may be used for viewings, you agree to co-operate with the University and allow viewings upon receiving prior notice.
- 10.6** The University may require you to relocate to alternative accommodation where it is reasonable to do so, and you agree to relocate when requested.
- 10.7** Grounds for asking you to relocate include, but are not limited to:
- 10.7.1** The University needs to carry out works of repair, maintenance or refurbishment at the Accommodation or the Common Parts serving them, and it is not reasonably practicable to carry out those works whilst anyone is living there.
 - 10.7.2** The Accommodation or the Common Parts serving them are not reasonably fit for occupation and use or are likely to become unfit in the near future.
 - 10.7.3** Prevent or reduce disturbance or friction among residents.
 - 10.7.4** Organisational or operational reasons, such as under-occupancy of a flat or building or management of an epidemic.
 - 10.7.5** Prolonged or repeated interruption to essential services (such as water supply or heating in winter).
- 10.8** As long as the substituted accommodation is reasonably similar in location and amenity to the Accommodation, the Licensee must accept it.

11 VISITORS

11.1 The University reserves the right to restrict visitors from entering any accommodation buildings for any reason.

11.2 You are

responsible for your visitors whilst they are at the Accommodation and you agree to pay the University compensation for losses suffered and expenses incurred by the University as a result of any action or neglect by such visitors.

11.3 You must not invite any visitor into the Accommodation or allow a visitor to stay overnight in the Accommodation, without signing the visitor in through the residential check in system. Breach of this term is a breach of the University's Health and Safety Regulations.

11.4 You must not allow more than one adult Visitor (18 years and older) to stay overnight, and they are only permitted to stay overnight for a maximum of two consecutive nights or three non- consecutive nights in any 14-day period. You may not allow anyone under the age of 18 to stay overnight without the prior written permission of the University.

12 BEHAVIOUR

You agree:

12.1 Not to do anything to bring Staffordshire University into disrepute and to act in a reasonable manner in relation to your use and occupation of the Accommodation.

12.2 Not to cause any disturbance or inconvenience to other occupants or visitors to the Accommodation.

12.3 Not to play or allow to be played any musical instruments or amplified equipment between the hours of 23:00 and 08:00 or to cause annoyance to others and not to make any other noise which is audible from outside the Accommodation between those times.

12.4 Not to behave in a manner to cause excessive noise or disturbance to other residents within the Accommodation.

- 12.5** Not to deface or to cause damage to any University property.
 - 12.6** To take all precautions to keep the Accommodation adequately ventilated and free from mould and other damage caused by excess condensation.
 - 12.7** To comply with any regulations reasonably issued by the University in relation to the Accommodation which are detailed on the Accommodation Code of Conduct and this Accommodation Licence Agreement.
 - 12.8** To complete the online Accommodation induction and comply with all instructions (including those detailed in the Accommodation Code of Conduct, relating to the Accommodation or the behaviour of the Licensee or their guests within the Accommodation. Failure to comply with instructions on matters of health and safety will be regarded as a serious breach of these terms and conditions.
 - 12.9** To acquaint yourself, and comply with, the fire alarm and evacuation procedures as laid down by the University and those acting on its behalf.
 - 12.10** Not to keep any animal in the Accommodation except for a Registered Assistance Dog for which you have been given permission in writing in advance by the University.
 - 12.11** Not to bring into the Accommodation, and/or use, produce and/or supply within the Residence (including its environs and precincts) any drugs and/or such other substances whose use, possession, supply and/or production is unlawful under the Misuse of Drugs Act 1971 (or as amended or replaced) or under any other applicable legislation.
 - 12.12** To comply with the University's no smoking/no vaping policy applicable to all Accommodation.
 - 12.13** Not to do anything which would put the health, safety or welfare of other persons, or their property, at risk.
 - 12.14** Not at any time to leave the Accommodation unoccupied without locking the doors and windows. You must not leave the entrance doors of the Accommodation open and unlocked at any time.
 - 12.15** Not to allow anyone to enter the Accommodation who is not a resident, an authorized visitor or a representative of the University carrying identification, or a person accompanied by a resident or representative. Nothing in this clause requires you to put yourself at any risk if anyone attempts to force entry. In such circumstances, you should report the incident at the earliest possible opportunity to the University.
 - 12.16** Not to bring additional furniture (including but not restricted to, sofas, armchairs, beds, cookers, kettles, fridges, freezers, washers, dryers, heaters, coolers) into the Accommodation. You must not bring any collapsible, or inflatable furnishings into the Accommodation.
 - 12.17** Not to charge, or allow to be charged, any e-scooter/e-bike batteries within the Accommodation.
 - 12.18** Not to store, or allow to be stored, any items in the access areas of the Accommodation, or to obstruct any fire escape routes, stairwells, or corridors at any time.
- That while you are in Accommodation you will comply with the University's Code of Conduct

13 ALTERATIONS, REPAIRS AND CLEANING

- 13.1** You may not make any alterations or additions to the Accommodation, either decorative or structural.
- 13.2** You must take care of the Accommodation, the Common Parts and their Contents, and keep them reasonably clean. You must keep the Accommodation and (jointly with other residents entitled to use them) the Common Parts tidy and free from hazards (such as trailing wires).
- 13.3** You may not do or permit anything to be done which would interfere with the University's arrangements to keep the Common Parts well-tended and neat and tidy.
- 13.4** You may not permit rubbish to accumulate in the Accommodation. All material for disposal or recycling must be removed from the Accommodation regularly. At the end of the Licence Period (or when you vacate if that is earlier) you must leave the Accommodation and Common Parts clean and tidy and in accordance with the obligations in this Licence.
- 13.5** If you do not keep the Accommodation and their Contents in the condition required by these terms, the University will serve notice on you requiring you to clean and/or reinstate and if you do not do so within a set time (which shall be stipulated in the notice) the University shall be entitled to escalate under conduct procedures and enter the Accommodation to clean or repair them and their Contents and claim the cost of doing so from you. The same applies to the Common Parts and their Contents, except that the costs will be claimed jointly from all of the occupiers entitled to use them as set out in section 9 Damages.
- 13.6** The University shall keep the Accommodation in repair and shall use all reasonable endeavors to keep in repair and proper working order the installations and equipment provided. The University shall not be under any obligation to effect any repair or replacement where your or your visitor(s) actions or neglect made this necessary until you have paid for it (unless the University has a statutory obligation to do so or decides to do so at your expense in accordance with clause 9).
- 13.7** You agree to report to the Residence Life Department any damage or any repairs required to the Accommodation or to the Contents or other property belonging to the University within 24 hours of becoming aware of it.

14 DAMAGE BY INSURED RISKS

- 14.1** It is agreed that if, during the Licence Period, the Accommodation becomes uninhabitable because of fire or any other risk covered by the University's insurance policy, the University will use all reasonable endeavours to provide alternative accommodation and you will relocate to such accommodation if it is offered.
- 14.2** If it is not possible to provide alternative accommodation, you will not have to pay Licence Fees for the period during which the Accommodation is uninhabitable as a result of the insured risk PROVIDED that the insurer does not withhold insurance monies because of action or neglect on your part. If the Accommodation is likely to be unfit for use for 4 weeks or more, the University may terminate the Licence with immediate effect by giving written notice to you and will refund to you that part of the Licence Fees which relates to the unexpired part of the Licence Period.
- 14.3** The University shall not be under any obligation to seek alternative accommodation or reimburse Licence Fees where your

(or your visitors') behaviour has caused the University's insurer to refuse a claim.

15 VACANT POSSESSION

- 15.1** When the Licence ends, you must vacate the Accommodation and leave your bedroom, the Common Parts and their Contents in the condition required by the Licence agreement, clear of all your personal possessions, and return the keys to the Residence Life Department.
- 15.2** The University will charge you for any Keys/Fobs/Access cards that are not handed back at the end of the Licence. If you return the keys to anyone other than the Residence Life Department and the University arranges for a replacement before the original is found, the Key will be treated as having been lost and the default charge will apply.

16 REMOVAL OF ITEMS

- 16.1** The University shall be entitled, at your expense, to remove from the Accommodation any article which in the University's opinion (a) constitutes an obstruction or a fire risk or a health or safety risk, or (b) which is on display and likely to give serious offence to other people, or (c) is prohibited by these terms and conditions, or (d) is a source of nuisance or disturbance to others. Unless the item is animate or perishable the University will, if requested, return the item to you on termination of the Licence.
- 16.2** It is your responsibility to clear the Accommodation of all your belongings at the end of the Licence Period. The University does not accept any responsibility for items left in the Accommodation or any other part of the Accommodation at the end of the Licence Period. If you leave any possessions in the Accommodation on expiry of the Licence Period (or on earlier termination of this Licence) the University shall be entitled to remove the item and dispose of it as the University reasonably sees fit without any liability to you or to any third party who claims the item. If an item is discovered which is of obvious value and seems likely to have been left by mistake, the University will make efforts to contact you and will give you an opportunity to arrange for collection and onward transit of the item in question before disposing of it.

17 NOTICES

- 17.1** Any notices to be given to the University under this Licence will be effective if sent by post or delivered to the Residence Life Office or by e-mail to reslife@staffs.ac.uk.
- 17.2** Any notices to be given to you under this Licence shall be effective if sent by email or delivered to the Accommodation (or if you have left the Accommodation to your last known address).
- 17.3** Where this agreement refers to the giving of written consent by the University then such consent shall only be valid if provided by an authorised member of the University's staff within the Dept of Residence Life. Academic staff do not have such authority.

18 EXCLUSION AND LIMITATION OF LIABILITY

- 18.1** Except in the case of death or personal injury caused by the University's negligence or the University's wilful breach of the terms of this licence, the University's liability to you under or in connection with this Licence, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the Licence Fees.
- 18.2** The University shall not be liable in damages and you shall not have the right to terminate this Contract for any delay or default in performance of the obligations under this Contract if such delay or default is caused by reasons beyond the University's control including, but not limited to, war, national emergency, terrorism, government restrictions, acts of god, industrial action, unforeseen closure of the University and/or unavailability of key personnel provided that the University gives you notice of the reasons for such delay or default and uses reasonable endeavours to confirm when the Contract is likely to resume.
- 18.3** Subject to clause 16.2 the University shall have no liability for failure of or interruption to services (such as electricity, gas, heating systems, water, drainage, internet) unless that failure continues for at least 48 consecutive hours. In such cases of prolonged failure or interruption the University's liability will be limited to a maximum of 12.5% of the daily rate of Licence Fee (excluding any catering costs) for each day that the interruption or failure continues.

19 ENVIRONMENTAL CONSIDERATIONS

- 19.1** As a resident of University Accommodation, it is your responsibility to help us achieve our objectives of sustainability and conservation of the environment. You agree to comply with the following:
- 19.1.1** Where your Accommodation is too warm, where you have control over your heating, you agree to turn down the heating rather than open the windows with the heating on, thus reducing energy use, costs and for environmental reasons.
- 19.1.2** If you have electrical items that are plugged into the main energy supply, you agree to switch these off when not in use to reduce energy consumption.

20 COMPLAINTS

- 20.1** If you wish to raise a complaint about any issue arising from the terms of this Licence, this should be done in accordance with the University Complaints Procedures which can be viewed at: <https://www.staffs.ac.uk/students/accommodation/student-accommodation-complaints-procedure>.
- 20.2** The complaints procedure should not be used for reporting disrepair, unless you have already reported a need for repair to

the Residence Life Department and the University has failed to make the repair within a reasonable time as stipulated by the Service Level Agreement which is made available to residents once their occupation commences and as may be amended by the University from time to time.

- 20.3** If you are entitled to a reduction in Licence Fees as a result of a breach by the University of this Licence Agreement, the University will calculate the liability and advise you accordingly.

21 DATA PROTECTION

21.1 By accepting this Agreement, you agree that the University may process data relating to you for the purpose of:

21.1.1 Administering this Agreement which may include sending communications to you and/or processing any payments made by you.

21.1.2 Providing education and support services.

21.1.3 Using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime; and

21.1.4 As otherwise permitted by the Data Protection Act 2018. Any questions, comments, or requests regarding the processing of your personal data should be sent to dataprotection@staffs.ac.uk.

22 DEFINITIONS OF TERMS

22.1 ACCOMMODATION – means any and all parts of the accommodation buildings including your bedroom, the communal kitchens and bathrooms, your private ensuite bathroom, shared hallways, corridors and stairwells, and external spaces.

22.2 COMMON PARTS – Refers specifically to the shared areas of the accommodation, including kitchens, bathrooms, hallways, and stairwells, that are accessible by all residents of the accommodation and not just you.

22.3 LICENCE FEES – Refers to the charges payable by you for use of the accommodation. The specific amount that is payable by you is set out in your Offer and your invoice.

22.4 LICENCE PERIOD– The entire Licence period from September to June or August (39 weeks or 49 weeks) in which students are permitted to live in the Accommodation. As set out in your Offer.

22.5 OFFER – Refers to the offer of Accommodation you received via email or on the ResLife Portal, which was sent to you after your application, and detailed which room you had been allocated. You are deemed to have accepted this Offer once you have paid the £250 pre-payment (or, in some circumstances, you have permitted the Offer to be accepted on your behalf by the University).

22.6 CONTENTS – All fittings, equipment and furniture included in the accommodation and provided by the University.

22.7 CODE OF CONDUCT – Refers to the Accommodation Code of Conduct document which forms part of this agreement. The Code of Conduct sets out the expected behaviours in the accommodation and what behaviours are considered a breach of this agreement.