

## ACCOMMODATION LICENCE AGREEMENT CONDITIONS OF RESIDENCE

This Licence Agreement is made between You and the University at either:

- a) (if you are booking through the Accommodation Portal), the time You receive an Accommodation Acceptance Confirmation from us confirming Your Room has been booked; or
- b) (if you are booking in person at the Accommodation Services Office), at the time the University representative and you have physically signed this Licence Agreement; or
- c) (if you are completing and returning the Licence Agreement via manual process, e.g. post), at the time You receive an Accommodation Acceptance Confirmation from us that your signed Licence Agreement has been received and that Your Room has been booked.

In each case, this Licence Agreement will then be a legally binding document from that date, and both parties will be bound by it.

This Licence Agreement is an agreement for occupancy and does not create a tenancy. A tenancy is a right in the property and a licence does not create this right.

You should pay particular attention to the provisions relating to the right of the University to suspend this Licence Agreement (clause 3 below) and terminate this Licence Agreement (clause 7 below)

### 1.0 Definitions

**“University Accommodation”** means the residences available for occupation by students of the University. The Accommodation Services Office, which manages the University Accommodation on behalf of the University, is at Lomas Street University Accommodation, City Campus North, Wolverhampton, WV1 1QU.

**“Accommodation Acceptance Confirmation”** means the notice given to You after You have completed the offer acceptance process on the Accommodation Portal or have completed and returned the Licence Agreement via manual process, e.g. post, in each case, this Accommodation Acceptance Confirmation will not be issued until you have accepted this Licence Agreement and made the Pre-Payment. Receipt of the Accommodation Acceptance Confirmation means that Your Room is guaranteed and our contract becomes legally binding on both You and the University.

**“Accommodation Portal”** means the online facility available at <https://www.wlv.ac.uk/study-here/accommodation/> that you will use to accept your Offer Letter and to conclude the contract with the University.

**“Room”** means a part of the University Accommodation detailed in the Offer Letter which is occupied as an individual private study room by You, including the fittings, soft furnishings and effects as set out in the room inventory form which can be found in the Student Guide to Living in Accommodation .

**the “Common Areas”** means the corridors, access ways, car parks, landscaped areas, entrance halls, corridors, landings, kitchens, lifts, staircases, toilets, bathrooms, utility rooms, and all other areas and the fixtures and fittings, furniture and equipment in them which are provided by the University for the common use of the occupier of the Room and other occupiers at the specific University Accommodation.

**the “Residential Year”** is the period as identified in the Offer Letter. Please note that the Residential Year will not necessarily start and finish on the same dates as the Academic Year, and it will vary depending on the duration of your study, but You will be provided with details of this in your Offer Letter.

**“Offer Letter”** means the letter sent (by post or email) by the University to You making an offer of a place in the University Accommodation.

**“You”** means You, a student at the University to whom the Offer Letter is addressed.

**the “Licence Fee”** means the fee for a Room for the Residential Year as set out either in or provided along-side your Offer Letter and Licence Agreement. Further detail is set out in clause 4.1 below. The Licence Fee includes energy, computer network connection facility and Students Personal Effects Insurance details of which can be found at <https://www.wlv.ac.uk/study-here/accommodation/applying-for-accommodation-whats-included->

**“Pre Payment”** means a sum of no more than £300 payable against the Licence Fee on acceptance of the Licence. You will be given details of the exact amount as part of your Offer Letter.

**the “University”** means University of Wolverhampton, Wulfruna Street, Wolverhampton, WV1 1SB who are a member of UUK Code of Practice, Consumer Credit License Number: 359910

**the “Student Code of Conduct and Disciplinary Procedure”** means the regulations governing student conduct and discipline which apply to all students and can be found at [www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/](http://www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/)

**“the University Complaints Procedure”** means the procedure for making a complaint which applies to all students and can be found at [www.wlv.ac.uk/current-students/conduct-and-appeals/complaints/](http://www.wlv.ac.uk/current-students/conduct-and-appeals/complaints/)

**“Student Guide to Accommodation”** means an information booklet provided to You and can be obtained from Accommodation Services Portal, <https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf> or from the Accommodation Services Office if you are completing your booking in person.

**“Accommodation Services Office”** means the University Accommodation services office situated at Lomas Street, Wolverhampton, WV1 1QU, which is operated by the University and manages this Licence Agreement on behalf of the University.

**“The University Accommodation Student Conduct and Wellbeing”** can be found in the Student Guide to Accommodation and sets out the procedure to deal with any misdemeanours carried out by students within the University Accommodation and can be found at [www.wlv.ac.uk/media/departments/accommodation-services/documents/Student-Conduct-and-Wellbeing-web-version-2017-18.pdf](http://www.wlv.ac.uk/media/departments/accommodation-services/documents/Student-Conduct-and-Wellbeing-web-version-2017-18.pdf)

**“Accommodation Debt Management Policy”** can be found on the University web pages <http://www.wlv.ac.uk/study-here/accommodation/residential-life-/financial-support/> and sets out the procedure to deal with any Accommodation Debt. A copy can be obtained from Accommodation Services Office if required.

## **2.0 Your right to occupy the Room and to share the use of the Communal Areas**

- 2.1 The University gives You the right to occupy a Room for the Residential Year as a private study room for You only and for no other purpose and this right is given subject to You remaining a student of the University, paying the Licence Fee and complying with the terms of this Licence Agreement. The University also gives You the right to use the Common Areas along with others living at the University Accommodation.
- 2.2 You may request a change of Room from Accommodation Services Office during the Residential Year. Accommodation Services Office will consider requests dependent upon the availability of alternative Rooms. Room changes will be subject to an additional administration charge of £25.
- 2.3 While You occupy the Room as a single, private study room, if You have an overnight guest in the Room, You must inform the Accommodation Services Office/ Campus reception of the name of Your guest and the duration of their stay in advance of that stay commencing.
- 2.4 Guest stays can be for no more than 2 consecutive nights and You are responsible for the behaviour of guests who are in the University Accommodation, at Your invitation. You may be subject to any proceedings or enforcement of the terms of this Licence Agreement in the event that Your guest's behaviour does not comply with the terms of this Licence Agreement. The University reserves the right to refuse guests at any time if necessary in the interests of security and/or the health and safety of other residents.
- 2.5 Guests must be advised that the University will not be responsible for the loss or damage to any property brought on to the University Accommodation by Your guest. For the avoidance of doubt, You are covered for basic contents insurance as part of Your Licence Fee.
- 2.6 Upon arrival to your Room, You shall check the University's property against the inventory for the Room and shall check the Room and the Common Areas for damage and cleanliness. You are to report any issues from the inventory form that require maintenance attention on the on-line maintenance reporting system for these to be addressed, any items that are identified on the inventory form would not be deemed as a charge to the student at the end of year inspections if the faults were picked up. **IT IS IMPORTANT THAT YOU COMPLETE THIS FORM ACCURATELY TO AVOID ANY CHARGES BEING INCURRED WHEN YOU LEAVE.**

## **3.0 The University's right to change the Room and the University's rights to suspend Your occupation of the Room**

- 3.1 The University reserves the right to transfer Your occupation to a different Room and/or University Accommodation if the Room and/or Common Areas, in the reasonable opinion of the University, become unfit for their intended purpose as a result of:
- a) an event or circumstance outside of the University's control; or
  - b) where such action is considered absolutely necessary to protect the interests of other licensees.
- In such instances, any alternative accommodation will be reasonably equivalent to the Room.
- 3.2 The University reserves the right to move You without notice to another Room and/or University Accommodation in the event that:
- a) the University Student Conduct and Wellbeing Procedure referred to above;
  - b) and/or criminal proceedings and/or investigations are commenced against You.
- 3.3 In addition to the University's right to end this Licence Agreement under clause 7, the University may suspend Your right to occupy the Room in the following circumstances:

a) where the University believes (acting reasonably) You present a significant risk to Yourself or the health and/or safety of other residents, students, University staff; and/or

b) You are suspended from the University.

3.4 You will have the right to appeal the suspension of the right to occupy the Room in accordance with the procedure which for reference is in the Student Guide to Accommodation <http://www.wlv.ac.uk/current-students/conduct-and-appeals/complaints/>.

3.5 Upon the suspension letter being issued by the University, You will continue to pay for the Room until such time as You have removed all of Your belongings from the Room.

3.6 So far as is fair and necessary whilst any disciplinary proceedings under the Student Code of Conduct and Disciplinary Procedure and/or criminal proceedings and/or including criminal or disciplinary investigations are on-going against You, You will not be permitted to occupy accommodation in the University Accommodation until such time as any disciplinary proceedings under the Student Code of Conduct and Disciplinary Procedure and/or criminal proceedings and/or investigations are concluded. Your obligation to pay for the Room will be suspended in such instances, and the University will take reasonable steps to support You in locating temporary alternative accommodation.

3.7 If You are suspended, You must remove all items of Your belongings from the Room and return the keys to Your Room to Accommodation Services Office when the period of suspension commences and upon removal of all items of belongings and the return of the key, Your obligation to pay the Licence Fee will cease. You will be entitled to resume Your occupation of the Room, or if no longer available, at an alternative accommodation, if the suspension is suspended or ended and where You remain a student at the University.

## **4.0 Payments & Fees**

4.1 The Licence Fee is

- a) if booking through the Accommodation Portal, notified to you as part of the on-line process prior to you confirming that you want to book a Room;
- b) if booking in person at the Accommodation Services Office in a supporting payment leaflet (that will provide you with details of the Licence Fee and payment methods) that you will be provided with at the same time as you are given a copy of your Licence Agreement;
- c) if completing the Licence Agreement via the manual process, e.g. post, the supporting payment leaflet (that will provide you with details of the Licence Fee and payment methods) will be sent out with your Licence Agreement,

and shall be paid in instalments (in accordance with the instructions set out in an invoice to be given to you shortly after you have checked into your Room), to the Accommodation Services Office, which collects those instalments on behalf of the University. You are responsible for the Licence Fee for the duration of the Residential Year.

4.2 Acceptance of an offer of a place in University Accommodation must be accompanied by payment of the Pre-Payment. Depending on how you accept your Offer Letter, this is payable in three ways:

- a) You will be asked to make the Pre-Payment via this Accommodation Portal at the time You elect to accept the Offer Letter and this Licence Agreement using the Accommodation Portal.
- b) You will be asked to make the Pre-Payment directly to the University's representative at the time you accept the Offer Letter and this Licence Agreement in person at the Accommodation Services Office. They will be able to give you further information about what payment methods the University accepts.

- c) You will be asked to make the Pre-Payment directly to the University at the time you accept the Offer Letter and return the Licence Agreement to the University by post or other manual means (other than in person) as part of that manual application. Details of how you can make such payment will be provided at the time we send you the Offer Letter and Licence Agreement.

The Pre-Payment is deducted from the last Licence Fee instalment payable by you in the relevant Residential Year, which will be one of the following options, depending on the duration of your programme (as confirmed in your Offer Letter):

- a) for full-time students: the Pre-Payment will be deducted from the last instalment (which will be notified to you before you accept your Offer Letter) of Licence Fee payable in the Relevant Year;
- b) for a semester 1 student: the Pre-Payment will be deducted in October of the Relevant Year;
- c) for a semester 2 student the Pre-Payment will be deducted in February of the Relevant Year.

- 4.3 Failure to pay the Licence Fee on the due date is a breach of this Licence Agreement and the University may terminate this Licence Agreement by serving on You a notice to vacate the Room where You have failed to pay the Licence Fee or relevant proportion having been asked to do so within a reasonable time by the University having applied the Accommodation Debt Management Policy. If You are experiencing difficulties in paying the Licence Fee instalments by the due dates, You should contact the University Accommodation Services Office **prior to** the due date for payment in accordance with the Accommodation Debt Management Policy - <http://www.wlv.ac.uk/study-here/accommodation/residential-life-/financial-support/>. The University reserves the right to charge a reasonable and properly incurred administration fee to cover its costs in pursuing outstanding charges from You. For the avoidance of doubt, if Your debt is referred to an external agency for collection, an additional charge of £200 will be payable to cover the costs associated with this recovery process.
- 4.4 If You do not obtain a place on a course at the University of Wolverhampton, this Licence Agreement will automatically terminate, and You will receive a full refund of any Licence Fee and/or Pre-Payment fee You have paid. (Written confirmation of this refusal will be required from UCAS or the University of Wolverhampton.).
- 4.5 Should You cancel Your Licence Agreement before the agreed dates of occupancy (i.e. if you do not commence your occupation of the Room as agreed) as set out in the Offer Letter, for a reason other than as set out in clause 4.4 above, the University will be entitled to retain a proportion of the Pre-Payment You have made to cover any reasonable and properly incurred costs associated with Your cancellation.
- 4.6 A charge of £30 is made for a replacement of each lost corridor swipe card and £40 for the replacement of each lost key, which shall be paid by You direct to the University. You may also be required to pay the cost of replacing locks caused by the loss of keys. If a lost key is found within 10 days but before any locks have been ordered or changed Accommodation Services Office will not charge.
- 4.7 Additional cleaning charges will be made where in the reasonable opinion of the University You fail to maintain reasonable standards of cleanliness and tidiness. Details of charges can be found in the Student Guide to Living in Accommodation.  
<https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>

4.8 If damage is caused to the Room or its contents by You or Your guest, You shall be responsible for reporting the same to the Accommodation Services Office and for the costs involved in repairing such damage or replacing such items which are beyond economic repair. These charges are published within the Student Guide to Living in Accommodation  
<https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>

4.9 If damage is caused to the Common Areas, You shall, together with all other occupants of the flat or corridor or accommodation where the damage has occurred, report to Accommodation Services Office and account to the University for a reasonable proportion of the cost of remedying the damage as determined by the University. Before allocating the cost of damage in this way, the University will take such appropriate steps to determine the person responsible for the relevant damage, and the proportion will only be allocated in such a way where the University has not been able, following reasonable investigation, to identify the person or persons responsible for the damage. You shall receive an e-mail from Accommodation Services Office setting out the nature of the damage, the charges to be levied and the appeal procedure. The charges are set out in the Student Guide to Living in Accommodation <https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf> but there may be additional items as this list is not exhaustive.

Note: When living in the University Accommodation, You are part of a community of students for the period of the Licence Agreement. Like any other community, it depends on each and every member playing a part in ensuring its safe and efficient running.

You may appeal in writing as set out in the email received against the imposition by the University of the cost of the damage in relation to this clause to Accommodation Services Office within 7 working days of the date of the notice of the charge, if the appeal is received after 7 working days the appeal will not be addressed.

4.10 Save where expressly provided for elsewhere in this Licence Agreement, no refund of any portion of the Licence Fee will be made to You if You vacate the room without the permission of Accommodation Services Office for any reason at any time during the Licence Period. You acknowledge that by accepting the Licence Agreement, You will have the right to occupy that Room for the Residential Year, and agree to be responsible for those costs even where You do not spend all of Your time there.

## **5.0 Your obligations**

You will not do anything which may hinder estate management and the efficient running of the University and will comply with all reasonable instructions issued by the University.

In particular, You will:

5.1 abide by the University code of conduct Disciplinary Procedure [www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/](http://www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/) and the accommodation Licence Agreement.

5.2 comply with all University and statutory health and safety and fire safety guidance and regulations details of which are included in each of the communal kitchens within the University Accommodation and fire and evacuation procedures are also included on the bedroom door of each Room.

5.3 shall not bring into or possess or use or deal within the University Accommodation any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971.

5.4 shall not bring into the University Accommodation anything which in the University's opinion is or may become dangerous, offensive, combustible, corrosive, inflammable, radioactive or explosive.

5.5 shall not interfere with any fire alarm, smoke detector, fire extinguisher, fire exit or any other fire equipment in the University Accommodation. Please note that it is a criminal offence to misuse fire

alarm systems or fire fighting equipment which may result in criminal action, invoking the University Disciplinary Procedure including any financial penalties as prescribed within the Student Conduct and Wellbeing procedure or the Student Guide to Accommodation.

- 5.6 not smoke anywhere within the University Accommodation as financial penalties as prescribed within the disciplinary procedure may be imposed
- 5.7 shall not interfere with any electrical installation in the University Accommodation and shall not use any form of radiant fires and convectors or electrical adapters.
- 5.8 shall not do anything that will put the health and safety of the other residents or University staff at risk.
- 5.9 shall follow Guidelines for the prompt evacuation of any area of the University Accommodation in the event of a fire alarm details of which are included in each of the communal kitchen within the University Accommodation and fire and evacuation procedures are also included on the bedroom door of each Room.
- 5.10 in the interests of the well-being of fellow residents, You shall not engage in anti-social behaviour within the University Accommodation.
- 5.11 not impede University staff in the performance of their duties and comply with reasonable instructions issued by Accommodation Services Office and any other staff or persons acting on behalf of the University.
- 5.12 ensure that all noise is kept to a reasonable level between 11:00 p.m. and 8:00 a.m.
- 5.13 shall not permit parties to be held in the University Accommodation without the written permission of the Campus Operations Manager.
- 5.14 not cause damage, annoyance or nuisance to other residents or staff in the University Accommodation, or to occupants of neighbouring properties.
- 5.15 no pets to be allowed in the Room or elsewhere in the University Accommodation save for any registered assistance or guide dog.
- 5.16 keep the Common Areas clean and tidy.
- 5.17 not to remove any fixtures fittings furniture or equipment from the Room or Common Areas or to change or damage the decorative finish.
- 5.18 not to store bicycles or personal items in the Common Areas.
- 5.19 refrain from any behaviour which may reasonably be perceived as harassment or annoyance to other residents on any basis and in particular on grounds of race (which includes ethnicity, ethnic or national origins, nationality, colour) gender, sexual orientation, religion, belief, disability or age.
- 5.20 not behave in such a manner as to bring the University into disrepute.
- 5.21 not to do or to allow to be done anything which may adversely affect the University's insurance (see below) or the structure of the University Accommodation.
- 5.22 check the University's property against the inventory for the Room on arrival. Any discrepancy should be recorded on the inventory form and handed in to the Accommodation Staff not more than 2 working days after moving in and report any repairs/maintenance using the online maintenance reporting system. The room inventory form is also available upon Your arrival from the Reception points.
- 5.23 It is the responsibility of You to purchase a TV Licence for Your Room and for the Common Areas.

- 5.24 Except in cases of the University's negligence, the University will not be liable for the loss of or damage to, personal property in the University Accommodation. Licensee's are required to read and familiarise themselves with the University's insurance cover for residences. Please refer to the insurance providers web site <https://www.wlv.ac.uk/study-here/accommodation/useful-information-#d.en.270612>.

## **6.0 University's obligations**

During the Residential Year the University agrees to be bound by the provisions of this clause 6:

- 6.1 will give You the rights to occupy the Room and Communal Areas for the Residential Year as provided for in clause 2;
- 6.2 to give reasonable notice (save in the case of emergency where no notice is necessary, for example flooding or an electrical fault), to You of the intention of the University or its agents or contractors to enter the Room in order to inspect the condition of the Room and the contents and to carry out repairs as appropriate.
- 6.3 the University may in its absolute discretion enter the Room and confiscate any article which in its reasonable opinion presents a risk to the health and safety to You or other residents and /or staff of the University and should not be within the Room. The article will then either be handed over to the police or retained by the University, at Your expense, until collected by You and removed from University grounds. If at the end of the Residential Year the article has still not been collected by You, the University will give You 14 days' notice to retrieve the article and if unclaimed after such period the University reserves the right to dispose of it. The reasonable disposal costs incurred by the University may be reclaimed from You.
- 6.4 If the University's provision of energy and utilities, which is included as part of the Licence Fee, is affected by an event outside our control then the University will contact You as soon as possible to let You know and the University will take steps to minimise the effect of the disruption. Provided the University does this the University will not be liable for delays caused by the event but if there is a risk of substantial disruption, You may contact us to end the Licence Agreement and receive a refund for the proportion of the remaining Residential Year.
- 6.5 If You have any questions or complaints about the services provided to You by the University under this Licence Agreement, please contact the Accommodation Services Office in the first instance.

## **7.0 Termination by the University and by You and what happens at the end of the Licence Agreement**

### Termination by the University

- 7.1 This Licence Agreement may be terminated on notice by the University, in the event of:
- a) You ceasing to be a student at the University; and/or
  - b) You committing a serious breach or persistent of Your obligations under this Agreement, and You failing to remedy those or that breach after being given a reasonable opportunity to do so;
  - c) the University reasonably believing that Your behaviour is such that Your removal from the Room is necessary to protect the well-being of You or any other residents at the University Accommodation or to prevent reasonable damage; and/or
  - d) You failing to make an instalment of the Licence Fee, having been asked to do so within a reasonable period by the University following the process set out in the Debt management Policy;



e) the University considering Your behaviour to constitute a serious risk to the health, safety or welfare of You or any other residents at the University Accommodation;

7.2 By exercising its right to terminate this Licence Agreement for non-payment of the Licence Fee, the University is not prevented from exercising any other right or remedy available to it. For example, the University may seek to recover from You any outstanding payments in addition to terminating the Licence Agreement.

### Termination by You

7.3 This Licence Agreement may be terminated by You if:

a) the University is in serious breach of its obligations under this Licence Agreement and/or Your student contract for study at the University;

b) You have medical welfare grounds for terminating (details of which can be found in the Student Guide to Living in Accommodation <https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>;

c) You have academic grounds for termination (details of which can be found in the Student Guide to Living in Accommodation <https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>;

d) You no longer wish to study at the University.

7.4 Where You wish to terminate as a result of an issue arising under clause 7.3 above, You will no longer be obliged to make further payments of the Licence Fee. The provision of clause 8 apply to Your departure from the University Accommodation.

7.5 You may only otherwise terminate this Licence Agreement during the Residential Year having received the University's written consent to do so. To make an application to terminate under this clause 7.5, you will need to submit a completed Request for Cancellation of Accommodation form to the Accommodation Office which will then be considered by the University.

7.6 If You are terminating because You are withdrawing / taking a leave of absence or transferring courses, then written confirmation of this from the appropriate school must be provided to Accommodation Services Office before the Accommodation Services Office can consider any refund or cancellation of payment obligations.

7.7 In all cases, where You wish to exercise Your right to terminate, You acknowledge that, save where You are terminating for reasons specified in clause 7.3(a) and (b), You will continue to be liable for the full Licence Fee unless the University or You are/are able to find a replacement person to take on the outstanding liability for these amounts.

7.8 You will remain responsible for complying with this Agreement until terminated.

## 8.0 On departure

- 8.1 You will vacate the Room by 10.00 am on the day of termination of the Licence Agreement and remove all personal belongings from the Room /Common Areas and return the keys/swipe card to the relevant campus reception.
- 8.2 Failure to remove all belongings will entitle the University to remove contents from the Room and/or the Common Areas and place them in storage. The University will give You 14 days' notice to retrieve the belongings and if unclaimed after such period the University reserves the right to dispose of them. The reasonable disposal and/or storage costs incurred by the University shall be recoverable from You.
- 8.3 The University will inspect the Room and the Common Areas during the Residential Year (including end of term inspection), taking into account the condition of the Room, the Common Areas and the completed inventory that you prepared on your arrival (see clause 2.6). If in the University's reasonable opinion the inventory does not match the state and condition of the Room or the Common Areas, Accommodation Services Office will invoice You the amount necessary to make good any damage or loss or significant cleaning requirement as set out in the Student Guide to Living in Accommodation in the moving out section  
<https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>. **Any end of year inspection dispute over such amounts claimed must be notified to Accommodation Services Office within 21 days of receipt by You of notification of the amount of damage or loss payable by him or her. Any charges incurred throughout the Residential year will not be addressed at this stage as they should have been disputed within 7 working days at the time of being notified of this charge.** This is set out in the Student Guide to Living in Accommodation  
<https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>.
- 8.4 The University may also recover from You any further amount due in respect of any reasonable and properly incurred amount for any additional day(s) You remain in occupation of the Room beyond the agreed end date, or fails to return the keys following expiry of this Licence Agreement and/or other payments outstanding under this Licence Agreement (including but not limited to any outstanding amounts in respect of the Licence Fee) following the process set out in the Student Guide to Living in Accommodation <https://www.wlv.ac.uk/media/departments/accommodation-services/documents/Living-In-Accommodation-Guide-17.18.compressed.pdf>.

## 9.0 The University's liability to You

- 9.1 If the University fails to comply with its obligations under this Licence Agreement, the University will only be responsible to You for any foreseeable loss or damage suffered by You (i.e. a type of loss that is an obvious consequence of our breach or was contemplated by You and us at the time we entered into this Licence Agreement). The University will not be responsible for any loss or damage that is not foreseeable. You acknowledge that this clause 9.1 is subject to the provisions of clause 9.4 below.
- 9.2 Your access to the Room and the Communal Areas are provided on the basis that You are using them for Your own personal and private use, and You agree not to use them for any commercial, business or re-sale purposes.
- 9.3 The University does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for:
- a) death or personal injury caused by the University's negligence, or the negligence of University employees, agents or subcontracts;
  - b) for fraud or fraudulent misrepresentation,

c) for breach of Your legal rights in relation to the provision of the accommodation services described in this Licence Agreement to you.

9.4 You recognise that there may be circumstances whereby the utilities (e.g. water and electricity supply) to your Room and Communal Areas may be unavailable for limited periods either because of work we need to do to the University Accommodation or for other reasons outside of the University's control. Where there is any disruption to these utilities, the University will take reasonable steps to re-instate these services to you as quickly and efficiently as possible, so that any disruption and inconvenience is minimised. Where there are continued or prolonged periods of time where the Room and/or Communal Areas have disrupted utility supply, the University will contact you to consider alternative accommodation for any such period of unavailability.

## **10.0 Other important terms**

10.1 Any notice served by the University on You shall be sufficiently served if sent by first class post to You at the Room or the last known address of You or left addressed to You at the Room. You will need to ensure that the University has up-to-date contact details for You.

10.2 Any notice served by You on The University shall be sufficiently served if sent by first class post to the University of Wolverhampton at Accommodation Services Office, Lomas Street University Accommodation, City Campus North, Wolverhampton, WV1 1QU.

10.3 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

10.4 This Licence Agreement is between the University and You. No other person shall have any rights to enforce any of its terms.

10.5 This Licence Agreement is governed by English law and You can bring legal proceedings in respect of the accommodation services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the services in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the services in either the Northern Irish or the English Courts. If You live in Wales, You can bring legal proceedings in respect of the services in either the Welsh or the English courts.

10.6 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how the University has handled any complaint (where You have first raise Your complaint with the University following the University's internal complaint process), You may want to contact the alternative dispute resolution provider the University uses. You can submit a complaint to the Office of the Independent Adjudicator for Higher Education, via their website at <http://www.oiahe.org.uk/>. They will not charge You for making a complaint and if You are not satisfied with the outcome You can still bring legal proceedings.

This Licence Agreement made between you the Licensee and the University is a legally binding document and both parties will be bound by it

This Licence Agreement is an agreement for occupancy and does not create a tenancy<sup>4</sup>

Signed by the Licensee \_\_\_\_\_

Date \_\_\_\_\_

### Personal Details

Male/Female

     

Title (MR/MRS/MISS/MS/Other)

       

Family Name

                

First Name(s)

               

Date of Birth

  /   /  

Home Address

                             

Post Code

     

Telephone No. (including code)

              

Mobile Phone No.

         

Email address

              

### Course Details

Name of Course

              

Year

   

Student Number

     

Campus

         

Is your course of study Full time or Part time?

FT  PT

Signed by the University \_\_\_\_\_

Date \_\_\_\_\_

<sup>4</sup> A tenancy is a right in the property and a licence does not create this right.