

TERMS & CONDITIONS OF THE ACCOMMODATION AGREEMENT 2020-21

Welcome to the University of Kent. To help you fully enjoy your time in your accommodation this Agreement is intended to make clear your responsibilities and those of the University.

Please take time to read, understand and accept the terms and conditions of this Agreement.

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We are committed to managing the accommodation in accordance with the best practice guidelines set out in the national 'UK Universities Code of Practice for Student Accommodation' and the University is regularly checked and audited under this Code.

Further information about the Code is available at: www.thesac.org.uk/the-code

1. NATURE OF THE AGREEMENT

1.1 This Agreement is a *license to occupy* the accommodation granted by the institution whilst you are registered on a full-time course of study at the university. The Agreement is not intended to give exclusive possession to the Licensee, or to create the relationship of landlord and tenant between the parties, and the Licensee shall not be entitled to an assured tenancy or a statutory periodic tenancy or to any other statutory security of tenure now or upon termination of this Agreement.

1.2 If there is anything you do not understand or if you have any queries please contact the Accommodation Office in the first instance. You can also contact Kent Union Student Advice Centre or a Solicitor if you require independent advice on your rights under this Agreement.

1.3 The Agreement Holder acknowledges that they have read and understood the Agreement and that all parts of the accommodation will be shared with other persons to whom the University grants an Agreement.

1.4 With the exception of any changes as a result of government legislation this Agreement cannot be varied unless the variation has been confirmed in writing by the University Accommodation Office.

1.5 All residents are subject to the University's Student Charter and Regulations for Students available online at www.kent.ac.uk/regulations/general.html.

2. DATA PROTECTION

We will comply with Data Protection legislation. By accepting this Agreement you authorise the University to use your personal data for all lawful purposes in connection with your Agreement to occupy university accommodation including debt recovery, crime prevention and detection, measuring satisfaction, allocating rooms, ensuring there is an appropriate student mix in the accommodation and for all matters arising from student membership of the University. You agree that all data supplied to us can be shared with other departments within the University and to appropriate third parties if it is reasonable for us to do so as provider and manager of the accommodation. We may need to disclose information to contractors employed by us to undertake services or provide accommodation, your sponsor, if you have one, the police or other public agencies. These third parties mentioned above may make contact with you directly with regard to your occupation of university accommodation. Further information about data protection is available here www.kent.ac.uk/infocompliance/dp/enrolment.html

3. ACCEPTING THE AGREEMENT

3.1 Contract. By accepting this Agreement you enter in to a legally binding contract with us and agree to abide fully by these terms and conditions which may include paying for the full contractual period of residence. If you do not accept the offer by the expiry date specified, the University has the right to withdraw the offer of Accommodation.

3.2 Moving in. If you move in to the accommodation without having accepted the Agreement we will consider that you have accepted the Agreement by your actions.

3.3 Proxy. If the Agreement has been accepted by someone else, we shall assume that you have given that person authority to act on your behalf.

3.4 Under 18. If you are under 18 at the time you accept the Agreement, the Agreement will still be legally binding but, when you reach the age of 18 you will be entitled to cancel the Agreement in accordance with Clause 11.11.

3.5 Fee payment from other parties. If someone else other than you pays all or part of the accommodation fees this will not diminish or otherwise affect your responsibilities under the Agreement.

3.6 Guarantees of accommodation. Any guarantee given by us to allocate accommodation to you, and your eligibility to live on campus, will end if you fail to meet any of the following: application or acceptance deadlines; if you owe outstanding fees or have a poor payment history with the University; have an adverse disciplinary record; fail to move in to the accommodation by the start of the Autumn term; fail to progress academically; or if this Agreement is suspended or terminated for any reason.

4. HEALTH & SAFETY AND SECURITY

For your health, safety and security a Campus Security team are available 24/7 at +44 (0)1227 823300 or +44 (0)1227 823333 in the case of an emergency incident or accident situation. They can attend quickly, provide First Aid and summon other emergency support services such as Fire, Police or Ambulance and College Masters if necessary. CCTV cameras are used to monitor the campus and its buildings. Notices warning of the presence of cameras are displayed around the campus.

4.1 Keys. We will provide you with necessary keys, key cards or fobs for you to gain access to and secure your accommodation.

4.2 Furniture. We will provide accommodation and furniture that complies with current UK fire and health and safety laws.

4.3 Insurance. We will insure the building against fire and natural disasters. The University has also arranged **limited** personal possessions **room** insurance cover for students with an accredited insurance provider. The policy provides protection against fire, flood and theft of a resident's belongings within the accommodation. This insurance policy is subject to conditions, exclusions, limitations and excesses. The insurance **does not cover accidental damage**. Students may purchase additional 'top up' insurance cover direct from the insurance provider for this if they wish and also individual items of high value such as bicycles or mobile phones etc. Further information can be found at www.cover4insurance.com/insurance-products/block-halls/kent-university

4.4 Fire safety. All accommodation has fire detection equipment which is checked and tested on a regular basis and residents will be supplied with fire safety advice. You agree to behave responsibly with regard to fire safety and by your actions assist the University in reducing and fire risks. You also agree that whenever you hear a fire alarm you will immediately evacuate the building and wait at the designated local evacuation point until the building is approved as safe for you to return. Misuse or removal of fire safety features and equipment, or non-compliance with essential fire safety instructions and precautions, will not be tolerated in any circumstances and may be treated as a criminal offence. For example, the following are strictly prohibited – smoking; bringing into accommodation hazardous equipment, materials or substances; covering or tampering with fire detection equipment; tampering with or inappropriately discharging fire extinguishers; unnecessary activation of fire alarm call points; propping or wedging open designated fire doors (e.g. kitchen door) or disabling local fire door alarm units. You are required to use all equipment and facilities provided in your accommodation and kitchens sensibly and responsibly. The University takes fire safety very seriously; even a 'first offence' may result in a substantial fine under the University's Student Charter and Regulations for Students (www.kent.ac.uk/regulations/general.html) and there will be a charge in respect of any cost or loss incurred by the University. In addition, the University also reserves

the right where appropriate to relocate you to other accommodation (see clause 5.3 and 11.5) or to terminate the Accommodation Agreement. Further information on fire safety is included in the Accommodation Handbook, available online at www.kent.ac.uk/accommodation/canterbury/living-on-campus.html

4.5 Electrical appliances and safety. You are not allowed to bring into the accommodation any electrical appliances for heating or cooling purposes. Prohibited items include tumble/spin dryers, refrigerators, heaters and air conditioning units.

Residents in part-catered accommodation (Becket Court, Eliot College, Keynes College (blocks F, G, H and I) and Rutherford College) are NOT allowed any additional cooking equipment. Prohibited items include toasters, microwaves, grills and deep fat fryers.

Additional cooking appliances are permitted in kitchens in self-catered accommodation only (Darwin College, Keynes College flats and houses, Park Wood, Turing College, Tyler Court and Woolf College) but MUST NOT be used in study bedrooms or corridors at any time (this applies to all such equipment including toasters and kettles).

All electrical equipment (including extension leads) must be

- Either new when first brought to the University, or tested as safe by a competent UK electrician
- CE marked
- Kept clean and in good condition
- Used only as designed and intended
- Not modified in any way.

Multi-way 'cube' type mains socket adaptors are strictly prohibited. Trailing 4-in-line extensions or similar socket adaptors are acceptable, providing they are in good condition, are not overloaded, connected to one another, and are switched off when not in use. You have a duty to maintain a safe environment for you, your visitors and our staff. As such electrical leads must not be used if they are damaged or frayed, or allowed to trail from one room to another.

Remember: overloading electrical sockets is dangerous.

You must not use any electrical appliance designed for voltages other than 240V (e.g. from the USA where the standard voltage is 110V) without a suitable transformer. You must not use any 240V electrical appliance with a non-UK plug, you must use ONLY University-approved travel adaptors. These are black in colour and can be purchased from your local reception.

All electrical appliances should be unplugged when not in use. Particular care should be taken with items such as hairdryers, which may cut out automatically if they overheat and then come on again after they cool down, causing a serious fire hazard if unattended. Similar care should be taken with hair straighteners which should only be left on a hard surface to cool down after use.

Residents will be advised if the Maintenance or Housekeeping staff have any concerns about personal electrical items brought in to University accommodation. The University reserves the right, in accordance with the Electricity at Work Regulations 1989, to check all electrical equipment on its premises for safety and to ensure that it is used safely. The University also reserves the right to confiscate any item that it considers to be unsafe. Any confiscated items will be returned at the end of the Accommodation Agreement. If any items are considered to be associated with illegal drug use they will be confiscated and destroyed.

Residents may not install additional electrical wiring, nor erect television or radio aerials or satellite dishes on the roofs, the walls, or in the lofts of the houses. For further information on electrical equipment and fire safety please see the Accommodation Handbook found online at www.kent.ac.uk/accommodation/canterbury/living-on-campus.

4.6 Cleaning. Residents are responsible for cleaning their bedrooms, kitchens, shower and toilet areas.

4.7 Common areas. We will ensure the communal areas of campus accommodation (such as stairwells and entrance ways) are cleaned on a regular basis. A University campus cleaning service is not provided during closure periods at Christmas and Easter or on bank holidays.

4.8 Repairs and maintenance. You agree to promptly report any necessary repairs using the online maintenance defect reporting system at: www.kent.ac.uk/accommodation/canterbury/living-on-campus#defect-reports

The maintenance of University buildings is carried out by University Estates and Maintenance or UPP (University Partnerships Programme) staff in Keynes College Flats and Houses, Turing and Woolf Colleges. Sometimes, either University, UPP staff or approved external contractors need to access buildings to carry out essential or emergency repairs.

The University does not offer a 24 hour, 7 day a week maintenance service but will attend for MAJOR emergency reasons, such as a flood or total power failure.

Any emergency repairs that may be needed outside normal working hours should be reported to Campus Security, who will decide whether a repair is urgent and will call out a member of the maintenance team if necessary.

Normal working hours when all minor maintenance work is undertaken are from 8.00 until 16.00 Monday to Friday.

Maintenance staff will only attend outside of the above hours for urgent major emergency reasons. Should maintenance staff or external contractors have to carry out repairs outside of normal working hours then the University reserves the right to pass on these additional reasonable costs to residents if the emergency nature of the repair has been due to student misconduct. Some external contractors levy call out charges from £75 per visit plus labour charges from £35 per hour.

We always aim to provide good quality services that meet the needs of our students. However, all services are susceptible to random failure and when something goes wrong, it is reasonable to wait for it to be repaired. Some things are beyond our control and to be able to respond promptly to any service failures and maintenance defects it is vital that residents report any problems as soon as they occur. If maintenance defects and other problems are reported in accordance with the above policy, we will take appropriate actions to mitigate and remedy these problems or offer alternative accommodation. Where it may be necessary to assess whether further action or spare parts need to be ordered, we will update resident(s) in an appropriate manner. We will consider all cases on an individual basis and where we have acted in a reasonable manner either to offer alternative accommodation or to remedy service failures and maintenance, we will offer an appropriate apology. Please note that it is not acceptable to withhold accommodation fee payments and if a resident wishes to complain about any provisions within student accommodation, they must follow the correct complaints procedure as detailed here:

www.kent.ac.uk/accommodation/contact

4.9 Services and facilities. The University has an Energy Conservation Management Policy: www.kent.ac.uk/safety/env/pages/env-policy.html

Residents are expected to act responsibly in their use of energy and water and switch off electric lights and appliances and turn off taps and showers after use. We will provide an adequate supply of hot and cold water and heating in the accommodation. All student residences are fitted with thermostats set at 21 degrees Celsius and heating will be on when the temperature falls below this between 6:30 and 23:00. **Heating in the accommodation will not be on 24 hours per day and will be turned off during the summer.** The University does not provide additional individual heating or cooling appliances in the accommodation.

4.10 Interruptions to services and facilities. Unless negligence is proven, we will not be liable for any temporary failure or interruption to services and facilities or for any loss arising from such an event, if that failure arises from circumstances beyond our reasonable control. For example if the failure or interruption is due to mechanical breakdown, maintenance, repair or replacement, renewal, servicing inspection or testing of the systems used to provide these services. If you are unable to live in the

accommodation due to water damage, accidental fire or other serious incident, and any maintenance related matter that is likely to take a long time to resolve, we would expect you to move and we reserve the right to provide you with alternative accommodation. Whilst this will be at no additional cost to you, the accommodation provided may not be of an equivalent standard to that normally occupied.

4.11 Alterations and building works. We have the right to carry out building and construction works and alterations at the accommodation and on any adjoining or neighbouring property without any liability other than for claims of negligence. You agree not to change, alter, redecorate or damage the accommodation or tamper with any plumbing electrical or other installations in the accommodation and not to install any telephone line, satellite dish, television or radio aerial.

4.12 Excessive condensation, damp and mould or insect infestations.

Residents should use the tumble dryers provided in the laundry facilities to dry their washing and not contribute to excessive moisture in their accommodation by drying washing on radiators. Residents must report any excessive condensation, damp, mould, rodent or insect infestations via the online defect reporting system or to their local Housekeeping office so that appropriate action can be taken to reduce any of these problems.

4.13 Water hygiene. The University will maintain the water quality in accordance with University of Kent control of Legionella procedure document. In order to support this you will be responsible for reporting any faults with the hot and cold water systems promptly as per clause 4.7 of this Agreement. This includes but is not limited to hot water not being hot, cold water not being cold, no water, discolouration of water, or heavily scaled shower heads.

If all residents are absent from their accommodation for a period longer than seven days it is advisable to allow the water to run for a minute period until the temperature stabilises without causing excessive spray to ensure the water supply will be fresh and clear of any bacteria. You should avoid entering the shower cubicle during this one minute period.

5. MOVING ROOMS

5.1 Approval. You must not move to another room without first applying to and obtaining prior written approval from the Accommodation Office (such approval will not be unreasonably withheld). If consent is given there is a change of contract fee of £50.

5.2 Twin rooms. If you are staying in a twin/shared room which then becomes a single occupancy room through a student failing to take up occupancy or leaving the room before the expiry of the license agreement:

- You may be offered an alternative single occupancy room at a higher rate
- The twin/shared vacancy may be filled with another student. Please note we do not have to consult with you about the person we allocate
- If you decide to remain in the room as a single occupant rather than move to an alternative room, the room rate will revert to a single occupancy rate.

5.3 Health and safety. We reserve the right to move you to alternative accommodation for appropriate management and health and safety reasons including the following:

- Where the accommodation is damaged such that it is unfit for occupation, for example, due to fire, flood, infestation, storm, damage, plant malfunction
- Where we need to carry out essential repair or other building works to the accommodation
- To protect other residents of the accommodation from your behaviour specifically for reasons including (but not limited to) excessive noise disturbance, perceived threats of harassment, bullying or threats of violence or any other reason
- To protect your well-being
- Due to lack of occupancy of a house, flat or corridor
- To prevent damage to the accommodation the University may give written notice of a change of room to the Agreement Holder(s) and require them to occupy other substitute University accommodation
- To re-allocate the room to another student with a serious medical condition or disability.

5.4 Notice. Residents will normally be given 48 hours notice of the requirement to move, unless the circumstances dictate a shorter period. The Agreement Holder(s) agrees to vacate the accommodation if required, and occupy the other

accommodation prior to expiry of the notice. If Agreement Holder(s) refuse to move out we reserve the right to take legal action to force Agreement Holder(s) 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 be paid by the Agreement Holder(s).

6. ACCESS AND SEARCH

6.1 Access. We have the right to enter the accommodation to inspect clean and repair or for any other reasonable purpose. If we wish to exercise this right we will, whenever practical, give you advance notice (which may be by email) before entering the accommodation. If you are not in the accommodation when we call, you agree that we may enter the accommodation using a duplicate key.

6.2 Repairs. If you report to us the need for a repair in the accommodation you agree to permit access to your room whenever staff or contractors need to inspect your accommodation and its contents or to carry out repairs or replacements.

6.3 Notice. You also agree that advance notice will not be required in the case of an emergency; where health and safety issues are suspected; or where there is reasonable reason to suspect the presence of unlawful or prohibited items in the room, when entry may be at any time. A list of prohibited items can be found in the Accommodation Handbook. Any search will be undertaken in accordance with the University's published Search Policy for Residential Accommodation which can be found at: www.kent.ac.uk/estates/files/policies/accommodation_search_policy.pdf

Access to the accommodation will be granted to third parties such as the Police and Fire services and other agencies where appropriate good reason/legal authority is produced.

6.4 Visual room checks. Visual room checks for health & safety purposes can be undertaken at any time, with or without the Agreement holder being present; these checks will be carried out by designated University Safety, Health & Environment Staff. Where there is reasonable suspicion that you or your guests are in breach of the rules contrary to regulation and warnings given, Visual room checks will be carried out without advance warning. A serious breach which may affect others' enjoyment of their accommodation, or contravene the University's Regulations or fire and health & safety guidance, including those in place for staff that work in the accommodation, may lead to termination of the Accommodation Agreement - see Clause 11.5 of this Agreement.

7. PAYMENT OF RESIDENCE FEES AND TARIFF OF OTHER CHARGES

7.1 Fees. You agree to pay the University the fees for the accommodation as shown in 'Your invoice' of the Agreement whether or not you move in to the accommodation.

7.2 Before arriving. Before you arrive you agree to pay the first period of accommodation fees, or have set up an automated payment plan in advance www.kent.ac.uk/finance-student/student-finance-guide/accommodation_fees.html. You agree to pay for the accommodation irrespective of when you actually arrive at the University and move in.

7.3 Payment dates. You agree to pay the fees for accommodation irrespective of when your academic course starts and ends. Payment is due on the first day of each quarter for postgraduate students and on the first day of each term for undergraduate students. Please refer to 'Your Invoice' at <http://kenthospitality.kent.ac.uk/MyAccommodation/> for the amounts due each time. Information on how to pay your accommodation fees is available at www.kent.ac.uk/finance-student/student-finance-guide/accommodation_fees.html.

7.4 Damage. You agree to pay for any damage caused to the accommodation **by you or by visitors** during the period of the license however caused. See sections 4.8, 7.5 and 7.9 for examples of possible damage charges.

7.5 Charges. We reserve the right to add charges for any damages or repairs necessary during and after your departure from the accommodation. In some circumstances you may be charged collectively, subject to your right of appeal, along with other licensees a fair proportion of the cost of any replacements or repairs necessary in the shared areas within your accommodation e.g. kitchens, corridors. In these instances, charges will also be applied should additional cleaning or the removal of rubbish be necessary. These charges may be added to your student account with the University during your stay or following your departure from the accommodation.

7.6 Key/fob replacement. You must pay for the actual cost of replacing keys or key fobs that have not been returned by the due date or if they are lost or stolen. A University 24 hour Campus Security Service is available if you are without your keys and unable to access your room.

7.7 Fire safety equipment. You will be required to pay for the cost of re-filling or replacing fire extinguishers or fire blankets and other fire prevention equipment if these items are deliberately mis-used or found to be missing.

7.8 Personal carer. If you have a resident personal carer you will need to ensure that the cost of the carer's room can be met. Home fee paying students may be able

to reclaim the cost of the carer's accommodation from their home area Social Services Department.

7.9 Property damage. Damage to University property whether wilful or due to negligence will be charged to the student(s) responsible. Housekeeping managers and supervisors are authorised to pass actual replacement costs on to a student's account. If no culprit is identified then the cost of damage will be divided equally between all residents in the area. Dependent on circumstances, the actual cost of repairs or replacement can be very expensive. Here are some examples of actual costs that were passed on to residents in previous years:

- Replacing a bedroom carpet from £175 to £700
- Re-painting bedroom walls from £105
- Replacing a kitchen chair from £100
- Replacing a fridge freezer from £300
- Replacing a computer chair from £107
- Replacing a cooker from £650
- Replacing a microwave oven from £60
- Replacing a window hinge/restrictor from £130

Appeals against the cost of replacement should be made in writing to the Executive Manager of Housekeeping whose decision is final and binding.

7.10 VAT. At the date of this Agreement the accommodation 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.

7.11 Late and non-payment of fees. If fees are not paid by the due dates, late payment charges will be applied until full payment of the outstanding fees are made. For full details of late payment charges see: www.kent.ac.uk/finance-student/faq/index.html?tab=accommodation-fees

Students who remain in arrears beyond the second week of each term will receive a series of letters to remind them of the need to pay and may also receive a visit to their accommodation from University staff to discuss any arrears and in some cases may also involve students being evicted for non-payment of accommodation fees.

Further information relating to student debt and a copy of the complete University Debt Management Policy can be found here: www.kent.ac.uk/finance-student/debtmanagement.html with the full policy available alongside the Student Charter and Regulations for Students: www.kent.ac.uk/regulations/general.html

7.12 Moving out. You agree that if you move out at any time before the end of the fixed final period, as set out in 'Your invoice 'at <https://kenthospitality.kent.ac.uk/MyAccommodation/>, **you will remain liable for payment of your accommodation fees in full for the entire period of this agreement**, unless this Agreement has been terminated in accordance with Section 11.

7.13 Early Departure Form. If you move out of the accommodation before the end date of your Agreement, you must visit the Accommodation Office to complete an **Early Departure Form** and confirm your intended moving-out date. You also agree on the day of your departure to clear the room of all your belongings, leave it in a clean and tidy state, and return any accommodation keys/fobs to your local reception or one of the 24 hour Security staff if the reception is closed.

8. RESPECT FOR OTHERS - Equality, Diversity and Inclusivity (EDI)

8.1 What to expect from us. The University is committed to providing and supporting an inclusive and diverse community that is open and accessible to all students. We do not tolerate discrimination, harassment or bullying of any groups or individuals; on the basis of gender, age, ethnic origin, disability, sexual orientation, religion and belief, marriage and civil partnerships, gender reassignment and pregnancy and maternity, and aim to provide comprehensive student guidelines to ensure fair and consistent behaviour. See more information about EDI at the University here: www.kent.ac.uk/hr-equalityanddiversity

8.2 What we expect from you. You agree to behave with courtesy, respect and consideration towards other residents, University staff, contractors and your neighbours whether in face to face interaction or in any written form. This includes respecting the privacy of others and not taking or using other residents' possessions without permission. For the safety and security of residents, the University provides a 24-hour Campus Security service available on +44 (0)1227 823300 to respond to any resident who may wish to report an incident of anti-social behaviour by other residents. More information about the Student Support and Wellbeing services on campus can be found here: www.kent.ac.uk/student/support-and-wellbeing/safety.html

You are required to show Campus Security staff your student ID (KentOne) card and co-operate with their advice and instructions as requested.

8.3 Noise. You agree to keep noise at a level that does not interfere with the study, sleep or comfort of other residents, staff and neighbours. This includes TVs, music systems, CD players, musical instruments etc. We strongly advise the use of headphones at all times. You must reduce the level of noise immediately if requested to do so. Where severe noise disturbance is caused to other residents, we reserve the right to temporarily confiscate sound equipment until the end date of this Agreement. www.kent.ac.uk/student/community

8.4 Cleaning. You agree to keep your room/flat/house in a clean state and carry out your share of cleaning in your room and the communal areas for which you are responsible (e.g. the kitchen/kitchenette and shower/toilet areas). You are required to regularly remove rubbish from the residence and place it in the bins provided. You agree that if the communal areas are not kept clean, the University may issue a warning and request that the areas be cleaned. Following the issuing of a warning, the University reserves the right to pass on any costs related to returning your accommodation to the clean and hygienic standard of when you moved in.

8.5 Parties. The accommodation is not suitable for the holding of parties. Gatherings of people in the accommodation will inevitably cause overcrowding, unwanted

visitors and disturbance and distress to your neighbours and for these reasons you agree not to advertise or hold any parties in your accommodation.

8.6 Smoking. You agree not to smoke in any area of the accommodation including your bedroom. The University has a strict no smoking policy in all University buildings. Electronic cigarettes and vaping are also banned/prohibited in all University accommodation.

The 'No Smoking Policy' can be viewed on the Policies and Procedures page here: www.kent.ac.uk/governance/policies-and-procedures/index.html

8.7 Drugs and alcohol. Possession, taking or selling of illegal drugs are criminal offences. In addition, drug dealing may lead to police action and automatic termination of registration. The University 'Alcohol Policy' and 'Drugs and Substance Abuse Policy' can also be found on the Policies and Procedures page: www.kent.ac.uk/governance/policies-and-procedures/index.html

8.8 Prohibited items. Due to the potential fire risk you are not allowed to bring into the accommodation any electrical appliances for cooking or laundry purposes, fridges or any additional heating or cooling appliances. You are also forbidden to use or store any acids, bleach or other strong chemicals, nitrous oxide canisters, and flammable items such as candles, fireworks, joss sticks, tea lights, oil lamps, hookah or hubble bubble pipes, petrol, gas heaters or any item that uses a naked flame. Additionally you agree not to bring into the accommodation any weapons, including (but not limited to) knives, swords, or other potentially dangerous implements or equipment, in particular firearms including replica or toy firearms or weapons. A further list of prohibited items can be found in the Accommodation Handbook.

8.9 Removal of items from the accommodation. We may remove from the accommodation any items that are banned/prohibited (see clause 8.8), or considered dangerous, a fire hazard, or a cause of disturbance to other residents e.g. music systems. If we remove an item, you will be informed that the item has been temporarily confiscated and who you will need to contact to recover the item. The item will be kept secure for you to collect at the end of your Agreement.

9. RESPECT FOR YOUR ACCOMMODATION

It is agreed that the accommodation shall only be occupied only by the Agreement Holder(s) and you will not part with or share occupation of any part or whole of the room unless you are living in a designated twin room. The accommodation shall be used solely as a residence for a person pursuing or intending to pursue a full-time course of study at the University

9.1 Hygiene and tidiness. You agree to keep your room and any shared facilities within your accommodation clean and tidy (this includes corridors, kitchens/kitchenettes, fridges showers and toilets). You also agree to regularly remove all rubbish to the places specified for collection. You agree not to pour anything that might cause a blockage like fat, oil, grease or rice down the kitchen sink.

9.2 Animals. Residents may not bring into the accommodation any animal unless it is an aid for a person with a disability. The student is requested to notify and seek the consent of the Student Support and Wellbeing Service and Accommodation Office, well in advance of arrival if an assistance animal is needed, as adjustments may need to be made to accommodate it (e.g. away from students who may be allergic to it). Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal may cause.

9.3 Children. You are not permitted to bring children under 18 years of age into any University accommodation. For health & safety reasons the University has strict policies and rules concerning children on campus. The full policy can be found at: www.kent.ac.uk/safety/hs/pages/guidance_info.html

9.4 Safety and security. You agree to ensure that your accommodation is left secure at all times. For example, you must not prop open external doors or fire doors and you should lock your room door and close the windows when you are out. For safety reasons, many bedroom windows have restricted window openers and you agree that you will not tamper with or fully open any windows. Please note some bedroom doors will auto-lock when closed while others will not – please keep your key fob on you at all times. The misuse of any firefighting equipment is a criminal offence and could result in prosecution and University disciplinary action.

9.5 Damage. You agree not to alter or redecorate the accommodation. You also agree to report in writing any damage to the relevant Housekeeping Office or reception that you find when you first move in. You also agree to report any damage as soon as it occurs and pay for any damages caused by you during the period of the agreement, either through negligence, deliberate act or accident. You also agree to pay for any damages that may be caused within an area over which you have sole or joint control, if the person who has caused the damage cannot be identified.

9.6 Common liability for damage. Where damage is caused to the accommodation or the residence and, after appropriate investigation, the person(s) responsible cannot be identified; the total cost of repair/replacement will be shared between all residents using the relevant area, unless a resident can show that they were not at the residence when the damage took place.

9.7 Contents. You agree not to remove any items from the accommodation and to leave all contents where you found them at the start of the Agreement. You also agree not to bring in to the accommodation additional furniture or electrical appliances such as refrigerators, fridge freezers, washing machines or tumble/spin dryers etc. See clause 12.5 for removal of personal belongings at the end of your Accommodation Agreement.

10. USEFUL INFORMATION

10.1 Keys. You agree not to mark your accommodation keys with your address or give them to any other person. If you lose your keys, fobs or swipe card you agree to pay for the actual cost of replacement per key, fob or swipe card to the University. At the end of the Agreement, or if you move out early, you will hand back your keys, fobs and any swipe cards to the reception from where they were collected.

10.2 Defects and repairs. When you first take up residence, you are advised to check your accommodation for any existing defects e.g. stained mattresses or scratched desks or carpet burns to ensure that you will not be charged for any damage caused by a previous resident. Existing damage should be reported at once to the relevant housekeeping office or reception

After arrival you agree to report any new repairs or defects online here:

www.kent.ac.uk/accommodation/canterbury/living-on-campus#defect-reports

This then ensures that there is a clear record kept of any repairs requested and the dates that items are reported.

10.3 Visitors. You agree not to allow persistent use of the accommodation facilities by anyone other than the occasional adult guest aged 18 years and older. It is not intended that your guests visit daily and use the accommodation facilities for washing or cooking whether unplanned or on a regular basis. Any visitors may occasionally stay for a maximum of three nights, preferably at weekends, provided this does not inconvenience other residents. If you are occupying a twin room overnight visitors are not permitted. Guests should not stay in student accommodation overnight during the first week at the start of the accommodation agreement.

We reserve the right to remove or exclude your visitors and withdraw this privilege if, in our reasonable opinion, it is necessary to do this for the safety and wellbeing of other residents, or to safeguard our property. Visitors must not be left unaccompanied in the accommodation and must not be given any keys. You agree to be responsible for your visitors throughout their stay. You also agree to be responsible for their conduct and behaviour and for any damage they may cause.

10.4 Use of the accommodation. Only you can live in the accommodation unless you are living in a designated twin room. You are not allowed to assign (transfer) the benefit of this Agreement to another person or sublet the accommodation on a temporary or permanent basis. You agree not to use your room or the accommodation for any business or commercial purposes or illegal or immoral activity.

10.5 Car Parking. Car parking is not available to students who live in Canterbury campus accommodation (with some exceptions). This means that residents of

Becket Court, Darwin College, Eliot College, Keynes College, all Park Wood courts, Rutherford College, Turing College, Tyler Court or Woolf College are not permitted to bring cars to the University of Kent or the City of Canterbury.

For information on whether you are eligible for a student parking permit visit:
www.kent.ac.uk/transport/byroad/student/index.html

10.6 Bicycles. Bikes may only be parked in designated outside areas of the campus and must not be brought into any University accommodation or buildings including bedrooms, hallways/corridors, Housekeeping or maintenance store areas so that all fire exit routes remain unobstructed at all times.

10.7 TV License. If you watch television channels in your room you agree to accept responsibility for purchasing a TV License. The University does not guarantee TV reception in residential buildings and does not have a site wide license for the use of television sets or television channels accessed online via the internet. The only exception is where a television is already equipped by the University within the room (for example in Keynes College Flats large rooms and Turing College extra-large rooms) licence details are available on request. The TV Licensing Authority (an external organisation) does prosecute non-license holders and can issue a fine of up to £1,000. More information is available at www.tvlicensing.co.uk/check-if-you-need-one/for-your-home/students-aud1

10.8 Mail. You must ensure that your post is redirected before you move out of the accommodation. Further information can be found at:
www.postoffice.co.uk/redirection

The University is unable to forward your mail after you have left the accommodation.

10.9 Discipline. You and your visitors agree that if you breach University regulations you may be subject to the non-academic student discipline procedures. Breach of University regulations whilst at the residence is also a breach of this agreement and may result in termination of the Agreement.

10.10 Bed and Flex. This dining scheme is where a meal allowance is included in the cost of the residence fees in Eliot and Rutherford Colleges. A daily allowance of £10.00 is available seven days per week during term-time only in a choice of several venues. This allowance is added automatically to your key fob each day as two £5.00 tokens. You can either decide to use the full £10.00 daily allowance in one go towards one substantial meal or use the two £5.00 tokens for two smaller meals instead. Please note that any remaining balance from either token does not carry towards the next, e.g. a meal costing £5.25 paid with tokens will be deemed as both tokens having been used, you may choose to pay the remaining 25p in cash in this case to preserve the other token. In addition, the full £10.00 daily tokens do not carry over and will expire at the end of each day if not spent.

10.11 Bed and Bistro. Breakfast and dinner are included in the meal package for

Becket Court and Keynes College (blocks F, G, H and I) during term time only. Meal allowance is non-transferable and non-refundable regardless of whether meals are taken or not.

10.12 Students with disabilities. Students with disabilities are advised to disclose this information to the Accommodation Office or Well Being Service so that they can be advised of any special arrangements e.g. Personal Emergency Evacuation Plans (PEEPS) which may need to be made in case of fire and other emergency.

10.13 Electoral roll. It is your responsibility to register to vote in elections whilst living in Canterbury. This can be done on-line here www.gov.uk/register-to-vote. We urge you to do this as this enhances your personal credit rating and funding for many local authority services is calculated using the numbers of residents registered on the electoral roll.

11. THE END OF THE AGREEMENT

The Agreement may be brought to an end by the University:

11.1 Arrival. If the Agreement Holder does not commence their course of study at the University or does not move into the accommodation within 7 days of the start date of the Agreement and does not contact the Accommodation Office and the University to confirm when they intend to arrive.

11.2 Damage. If your accommodation has been severely damaged and acting reasonably, we deem it unfit for occupation and we are unable to provide alternative accommodation (although we will always make every reasonable effort to provide you with similar alternative accommodation).

11.3 Failure to disclose information. If any information supplied by you, or on your behalf, in connection with your application for a place in the accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the accommodation.

11.4 Debt. A student who remains in debt and is evicted or has a county court judgement placed on them may still continue to be a student of the University if they have fully paid or are sponsored for their tuition fees. They will not, however, be entitled to University accommodation at any future point of their studies. This would also include further studies that they may participate in at a later stage (i.e. postgraduate studies) If you fail to pay all sums due in connection with any previous occupation of accommodation provided then this Agreement will be cancelled prior to the start of the period of residence.

11.5 Breach of agreement. If there is a serious or persistent breach of the terms and conditions of the Agreement (including any regulation or guideline referred to in the Agreement) or the Agreement Holder's behaviour constitutes a serious risk to University property, or the health, safety or welfare of the Agreement Holder or others (e.g. for fire or other safety reasons or an outbreak of an infectious disease or an infestation by insects), the University may wish to move you from the accommodation to protect your wellbeing or the wellbeing of others and/or to prevent damage to the accommodation or the building in which it is located.

11.6 Criminal proceedings. You must notify the University as soon as possible of any pending or actual criminal proceedings you face. Should you fail to notify the University of pending or actual criminal proceedings, the University reserves the right to terminate the Agreement.

11.7 Withdrawing, intermitting, or are de-registering from the University. If you withdraw, intermit, or are de-registered from your course of study at the University you must visit the Accommodation Office as soon as possible (and within 14 days of

the date your academic school approves your withdrawal/intermission) to complete an official **Early Departure Form** and confirm the date you will be vacating the accommodation. Your room Agreement and accommodation fees will then be ended early subject to a four week notice period.

You should vacate your accommodation within this four week notice period. You must return your key/fob or short term loan access card to your college reception and remove all of your belongings from the accommodation during this period.

Failure to complete an **Early Departure Form**, remove all of your belongings from the accommodation and return the key/fob to your college reception (or to Campus Security out of hours) will result in charges continuing for the accommodation.

If your room is re-let to another approved replacement student during the four week notice period, your accommodation fees will be adjusted from the date the new occupant moves in.

If any keys are not returned you will be charged for the cost of their replacement and the cost of a lock change that will also be required in your house flat or corridor. If you were issued with a letter box key this must also be returned at the end of your stay. These charges will be added to your student account at the Income Office in the Registry.

11.8 Replacement occupant. If a suitable replacement occupant is found for the accommodation, although the University is under no obligation to find such a replacement. Any replacement occupant must be another full-time student of the University who is not already occupying other accommodation owned or managed by the University, or in the private sector. The University shall be entitled to fill any rooms which are already vacant before allocating people on any waiting list to the Accommodation.

11.9 Overdue payments. If any fees or other sums due under the Agreement are overdue, you will be liable for various sanctions under the University Debt Management Procedures policy up to and including the possibility of eviction from the accommodation. Information on debt management, including a copy of the full policy, can be found here: www.kent.ac.uk/finance-student/debtmanagement.html

If it is necessary to take court proceedings to recover money from the Agreement Holder or to require the Agreement Holder to vacate the accommodation the University will ask the court to make an order requiring the Agreement Holder to pay for the reasonable costs of those proceedings.

Any term of the Agreement allowing the University to bring the Agreement to an end does not affect any rights the Agreement Holder may have under the Protection from Eviction Act 1977.

The Agreement Holder may apply to terminate the Agreement prior to the start of the Agreement by written notice to the University:

11.10 Withdrawal from University. If he or she does not commence or withdraws from his or her course of study prior to commencing at the University.

11.11 Under 18. If he or she is under 18 when the Agreement is accepted and the following two conditions are satisfied:

- Within the two weeks after your 18th birthday you give the Accommodation Office at least four weeks written notice of your intention to terminate the Agreement and in the notice specify the end date
- You have paid in full on or before the end date, all of the accommodation fees due under the Agreement up to and including the end date.

11.12 Early Departure Form. If you are considering moving out of the accommodation before the official end date of your Agreement you must always visit or contact the University Accommodation Office concerning this and complete an **Early Departure Form**.

Under the terms and conditions of the Accommodation Agreement you will remain liable for the payment of your accommodation fees until the end date of the Agreement.

The University's acceptance of the keys/fob at any time does not terminate the license agreement while any part of the license period remains unexpired.

The University is under no obligation to find a replacement occupant for your contract but will end your Agreement if a suitable replacement student approved by the Accommodation Office accepts the terms and conditions of the Agreement and moves in. See replacement occupant requirements in clause 11.8.

12. VACATING THE ACCOMMODATION

12.1 Keynes College and Becket Court. If you (the Agreement Holder) live in Becket Court or Keynes College (blocks F, G, H and I) you will need to vacate your accommodation during each vacation period and return your accommodation fob at your college reception before the start of each vacation period i.e. by 10.00 on 19/12/20 for the winter vacation and by 10.00 on 10/04/21 for the spring vacation. You may leave your belongings in the accommodation during the winter vacation but you must clear your room of your belongings for the spring vacation.

12.2 Rutherford and Eliot Colleges. If you (the Agreement Holder) live in Eliot and Rutherford Colleges you may leave your belongings in the accommodation during the winter and spring vacation periods. However, you must vacate your accommodation during the University's winter vacation closure period and return your accommodation key fob at your college reception before the start of the vacation closure period i.e. by 10.00 on 22/12/20.

12.3 Leaving. You will cease to be entitled to the use of the accommodation and you shall vacate the Accommodation leaving it clean and tidy and locked and you agree to return all accommodation keys, fobs and key cards to the reception from where they were obtained, **by 10.00 on the day of termination.**

12.4 Day of departure. If you do not vacate the accommodation by 10.00 and return the keys and any swipe cards, you agree to pay to the University additional charges for the accommodation; this however does not provide entitlement for a resident to remain in accommodation beyond the end date/time of the accommodation agreement. In addition if we have to take action (which may include legal action) to require you to move out of the accommodation you agree to pay costs incurred (including legal costs) together with any damages and loss we suffer (including, but not limited to loss of income) as a result of you failing to leave.

12.5 Personal belongings. All personal items should be removed from your accommodation by/on your departure date. There are no storage facilities on campus for personal belongings, as such any items left behind after your departure date will be considered non-essential/unwanted and be recycled, donated or disposed of. Excess items left behind (more than the contents of one standard black bin bag) may incur a fee covering the actual cost of disposing these items.

13. ADDITIONAL AGREEMENT DOCUMENTS

You (the Agreement Holder) also agrees to be responsible for reading and abide by all academic, non-academic, residential, and conduct policies of the University set forth within the publication and information relating to the period of the accommodation licence:

13.1 Online. The online Agreement summary containing details of your room allocation, 'your invoice' for the Accommodation and other details.

Please note that the following policies will be updated in August 2020. Before you move into the accommodation, you agree to be responsible for reading and abiding by the updated publications.

13.2. Accommodation Handbook. This can be found at:

www.kent.ac.uk/accommodation/canterbury/living-on-campus

13.3 College Master's Office & Regulations. This plus legal information can be found at: www.kent.ac.uk/studentservices/masters/

13.4 The Student Charter and Regulations for Students. These can be found online at: www.kent.ac.uk/regulations/general.html

13.5 Search Policy for Residential Accommodation. This can be read at: www.kent.ac.uk/estates/files/policies/accommodation_search_policy.pdf

13.6 Student Health and Safety Guidelines. This can be found at: www.kent.ac.uk/safety/studentsafety/index.html

13.7 The University Debt Management Policy. Extracts can be found at: www.kent.ac.uk/finance-student/debtmanagement.html or the policy in its entirety can be found through the Student Charter and Regulations for Students as linked above.

13.8 The University Anti-bribery and Corruption Policy. This can be found at: www.kent.ac.uk/governance/policies-and-procedures/bribery.html

13.9 Variations. Variations to this Agreement, such as early termination and cancellation of charges, are only possible with the written agreement of a member of staff from the central University Accommodation Office which is located in Tanglewood near Keynes College.

13.10 Council tax. If for any reason you cause us to become liable for Council Tax for the accommodation (for example because you are in full time employment or claiming social security benefits) then you will repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.

13.11 Proxy. If the Agreement is accepted by the Agreement holder(s)'s parent or

guardian then the Agreement holder(s) and the parent or guardian shall be jointly and severally liable to make the payments set out in 'Your invoice'.

13.12 This Agreement is governed by English Law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remainder of this Agreement will be unaffected.

14. COMPLAINTS AND REDRESS

If any resident is dissatisfied with their accommodation or the way it is managed, complaint should be made in the first instance to your local reception or housekeeping office or the University Accommodation Office. Complaints can also be made in writing by using the email feedback form at:

www.kent.ac.uk/accommodation/more-info/contact-form/index.html

If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with Kent Hospitality's complaints procedure available from the tab at the bottom of the 'Contact Us' web page above.

The University is also a member of Universities UK (UUK) Code of Practice for student accommodation. Further information on the UUK Code of Practice can be found at: <http://www.thesac.org.uk/>

If your complaint is related to the Code and you have been through the internal Kent Hospitality and University complaints procedure and remain dissatisfied, an independent review of your complaint can be undertaken by the Office of the Independent Adjudicator (OIAHE). For more information, go to: www.oiahe.org.uk

A complaint will not normally be considered more than **three months** after the substantive event(s) complained about.

Redress

We (the Accommodation Office) would wish to have the opportunity of putting matters right wherever possible or, if appropriate, by providing alternative accommodation. Monetary compensation is only paid in exceptional and appropriate circumstances. Students need to be realistic about compensation: in most cases compensation will be a modest amount. Only in cases where a student can demonstrate real financial loss, proven negligence or major inconvenience arising out of a breach by the University is compensation likely to be at a higher level.

The Accommodation Office's postal address for complaints or service of notices (including proceedings) is:

Accommodation Office,
Tanglewood,
University of Kent,
Canterbury,
Kent,
CT2 7LX UK

T: +44 (0)1227 766660

E: accomm@kent.ac.uk

GLOSSARY

Accommodation

Means the room and includes the shared areas of the accommodation, or any other alternative accommodation where we have relocated you under this Agreement.

Accommodation Handbook

Includes further information about the accommodation arrangements at the University. A copy can be found online at:

www.kent.ac.uk/accommodation/canterbury/living-on-campus

Accommodation Office

Means the central University Accommodation Office, located in Tanglewood near Keynes College. This office is part of the University department called Kent Hospitality which is responsible for the management of the accommodation, catering, conferences and housekeeping.

Accept

Means to formally accept the offer of the accommodation online, or to collect the keys or move into the accommodation.

Agreement

The contract between you and the University relating to the accommodation which comprises the:

- Agreement Summary
- Terms and conditions of residence
- University Regulations
- Accommodation Handbook
- College Masters Information and Regulations.

Also please note Section 2 - Nature of the Agreement. The Agreement is a 'licence to occupy' the Accommodation granted by the University whilst you are registered on a full-time course of study at the University. The Agreement is not intended to create a landlord and tenant relationship and does not create a tenancy.

Agreement Summary

Means the page of the online process headed 'Agreement to occupy University Accommodation' including 'Your accommodation' and 'Your invoice' which contain the specific details of the accommodation being offered to you, the period of residence and the accommodation fees.

Code of Practice

Means the Universities UK Code of Practice for the Management of Student Housing.

We are committed to managing the accommodation in accordance with the best practice guidelines set out in the national UK Universities Code of Practice. These can be read at: www.universitiesuk.ac.uk/accommodationcodeofpractice listed as 'The Student Accommodation Code PDF'.

College Masters Office: Regulations and Legal Information

All students at Kent are assigned College membership on a random basis prior to arrival at the University. This is a provisional membership, please confirm your membership in Kent Vision after you have registered at the University: The Masters' Offices exist to:

- Offer advice, help and support
- Be the first port of call when you need assistance of any kind.
- Enforce the University's non-academic student discipline regulations; the code of conduct that all students must abide by whilst they study at the University, wherever they may reside, be it on or off the campus.
- All matters will be dealt with in the strictest confidence

College Masters Office Regulations and legal information can be found at www.kent.ac.uk/studentervices/masters/

Housekeeping Offices

These offices are located in each college, Tyler Court A and behind the reception at Park Wood.

Income Office

This office is where you make accommodation and tuition fee payments to the University and it is located in the Registry building. Their email address is accomfinance@kent.ac.uk

Period of Residence

This means the time you may stay in the accommodation granted by this Agreement. Accommodation Agreements for undergraduates end at *10.00 on Saturday 19 June 2021 and for postgraduates at 10.00 on Wednesday 15 September 2021* (unless students are on shorter academic programmes which have been approved in advance by the University and the University Accommodation Office.)

Sponsor

Any person or organisation that is paying all, or part of your accommodation fee.

Terms and Conditions of the Agreement

Means this document