

Accommodation Terms and Conditions 2022-23

1 Introduction

- 1.1 These are the terms and conditions between York St John University and students who occupy accommodation that is owned or managed by the University during the 2022-23 academic year. The terms and conditions which will apply to students occupying accommodation in subsequent years may differ from those set out here.
- 1.2 It is very important that you review these terms and conditions and the documents referred to within them carefully before accepting any offer of accommodation made by the University.

2 Definitions

we/us/our and **the University** refers to York St John University, Lord Mayor's Walk, York, YO31 7EX.

you/your refers to you as a prospective or registered student of the University.

Accommodation means the Room and, if the Room is part of a shared flat/house, all shared areas in that flat/house.

Accommodation Fees means the fees charged by us to you for the provision of the Accommodation, as specified in the Offer.

Agreement means the legally binding agreement between you and us in relation to your occupation of the Accommodation, comprising these terms and conditions and the Offer.

Keys means all keys and/or fobs issued to you for the Accommodation.

Offer means the offer by us to you of Accommodation subject to the terms and conditions set out below and any conditions attached to the offer.

Period of Residence means the period of residence starting and ending on the dates specified in the Offer (or any earlier end date agreed or imposed by us under clause 7).

Room: the study bedroom allocated to you in the Offer, or any alternative room to which you may be moved under clause 6.

3 Your agreement with us

- 3.1 **Accepting the offer**
Your Agreement with us consists of the Offer sent to you by email and these terms and conditions. The Agreement will be a legally binding arrangement between you and the University. By accepting the Offer, you are confirming that you have read and agreed to be bound by these terms and conditions.
- 3.2 **Deemed acceptance**
If you move into the Accommodation without having formally accepted the Offer, you will be deemed as having accepted the terms and conditions of the Agreement by your actions.
- 3.3 **Status of agreement**
The Agreement is a licence to occupy, which gives you a personal right to occupy the Room during the Period of Residence. It is not a lease or a tenancy agreement and does not confer security of tenure.
- 3.4 **Conditions of agreement**
The Agreement is conditional upon you:
 - (a) becoming eligible to enrol (or re-enrol) as a full-time student of the University; and
 - (b) remaining enrolled as a registered full-time student of the University throughout the Period of Residence.
- 3.5 **Advance accommodation fees**
An advance payment of £200 is payable at the time of accepting your Offer, and this will be deducted from your first instalment of the Accommodation Fees. If you do not become eligible to enrol or re-enrol as a student of the University (as required by clause 3.4), the Agreement will terminate automatically and the advance payment will be refunded to you within 14 days.

4 Your period of residence

- 4.1 Your Period of Residence starts and ends on the dates specified in your Offer, but may be shorted if we agree to release you from the Agreement or terminate it under clause 7. You will not be permitted to move into the Accommodation earlier, or to remain after the end of the Period of Residence.

5 Paying accommodation charges

5.1 Accommodation Fees

Your Accommodation Fees will be the amount specified in your Offer. You are required to pay the Accommodation Fees for the full duration of the Period of Residence.

5.2 Payment dates

The Accommodation Fees are payable by direct debit from your nominated account (the details of which you must provide on accepting the Offer) and will be collected in three instalments on the following dates:

First instalment: **24 October 2022**
Second instalment: **9 January 2023**
Third instalment: **24 April 2023**

5.3 Late payment

If you cannot pay the Accommodation Fees on the due date, you must let us know in advance so that we can agree a repayment plan with you, if appropriate. If you fail to pay the Accommodation Fees on the due payment date without having agreed a repayment plan with us, interest will be payable at a rate of **3%** for each day that the Accommodation Fees are more than 14 days overdue.

- 5.4 If the Accommodation Fees remain unpaid for more than 21 days without you having agreed a repayment plan with us, or you fail to comply with an agreed repayment plan, you will be required to attend a meeting with the Head of Campus and Residential Services and Finance officers, and we reserve the right to terminate the Agreement.

- 5.5 You are responsible for ensuring that all Accommodation Fees are paid irrespective of any arrangements you may have with other people (such as family members) to pay them on your behalf, and any delay or default in payment will be treated as your delay or default.

6 Moving rooms

- 6.1 If you wish to change rooms during your Period of Residence, you will need to submit a written request in accordance with the [Room Move Policy](#). Room moves are subject to availability, and an administration fee of £30 will be payable for facilitating a room move. If you move to a higher- or lower-priced room, your Accommodation Fees will be adjusted accordingly.

- 6.2 We have the right to move you to alternative accommodation at any time during your Period of Residence, and may do so if:

- (a) we consider that it would be in the interests of the University and/or the immediate community, or
- (b) the accommodation becomes unavailable for occupation (including where substantial repair works are necessary).

If we move you to a lower-priced room, your Accommodation Fees will be adjusted accordingly.

7 Ending this agreement

7.1 Termination or suspension of studies

If you cease to be a registered full-time student at any time during the Period of Residence, you must inform the Accommodation Team immediately. You will be required to vacate the Accommodation and return your Keys within 7 days of either:

- (a) receiving a notification of termination or suspension of studies (if we have taken this decision), or
- (b) submitting a request to terminate or suspend studies (if you have taken this decision).

- 7.2 Following termination or suspension of studies under clause 7.1, the Agreement will automatically terminate at the end of those 7 days (or the date on which you return your Keys, if later) provided that

you have paid all Accommodation Fees due at that date. You will not be required to pay any further Accommodation Fees beyond the termination date, and you may receive a proportional refund for Accommodation Fees already paid.

7.3 **Your right to terminate – within your first two weeks**

If you want to leave the Accommodation during the first 14 days of the Period of Residence, you must let the Accommodation Team know in advance of leaving. We will give you until the end of those 14 days to vacate the Accommodation and return your Keys. The Agreement will automatically terminate at the end of those 14 days (or the date on which you return your Keys, if later) and you will not be required to pay Accommodation Fees beyond that date.

7.4 **Your right to terminate – after your first two weeks**

If you want to leave the Accommodation before the end of the Period of Residence, you must let the Accommodation Team know in advance of leaving. You will still be required to pay the Accommodation Fees for the full duration of the Period of Residence unless we agree to release you from the Agreement in accordance with the [Early Departure Policy](#). You will only be released from the Agreement in exceptional circumstances, such as on grounds of health or if you experience a significant change in your personal circumstances.

7.5 If we agree to release you from the Agreement, we will give you 30 days to vacate the Accommodation and return your Keys. The Agreement will automatically terminate at the end of those 30 days (or the date on which you return your Keys, if later) provided that you have paid all Accommodation Fees due at that date, and you will not be required to pay Accommodation Fees beyond that date.

7.6 **Our rights**

We may terminate the Agreement if:

- (a) you fail to pay the Accommodation Fees on the due payment dates and they remain unpaid for more than 21 days without you having agreed a repayment plan with us, or you fail to comply with an agreed repayment plan, or
- (b) you commit a serious breach or persistently breach the terms of the Agreement (and for the avoidance of doubt any breaches of clauses 8.7 and 8.9 shall be considered serious).

7.7 If we terminate the Agreement under clause 7.6, we will specify a date by which you must vacate the Accommodation and return your Keys. The Agreement will automatically terminate on that date and you will not be required to pay Accommodation Fees beyond that date (except for any overdue payment).

8 **Your responsibilities**

8.1 Throughout your Period of Residence you must abide by these terms and conditions and the Student Disciplinary Procedure. If you or your guests or visitors breach these terms, we may:

- (a) discuss the matter with you, formally or informally,
- (b) write to you under the Student Disciplinary Procedure to draw your attention to the relevant breach and take action under the Student Disciplinary Procedure
- (c) exercise our termination rights under clause 7.6, and/or
- (d) take action against you to recover damages for breach of contract.

8.2 **Allowing access**

You must allow the University access to your Room and/or the Accommodation on 24 hours' notice for planned visits or inspections, and without notice or delay in order for us to respond to emergencies, welfare or safety concerns, complaints or to carry out repairs or address maintenance issues reported by you or other occupants.

8.3 **Business activities**

You must not operate a business in or from your Room or any other part of the Accommodation.

8.4 **Cleaning**

You must keep your Room and any shared areas of the Accommodation in a clean, tidy and hygienic condition. If University staff are required to carry out cleaning to bring areas to an acceptable standard, charges will apply.

8.5 **Damage**

You must not cause damage to any part of the Accommodation or allow your guests or visitors to cause

damage. If damage occurs, you must report it to us as soon as possible by contacting the Accommodation Team. If the damage occurs during an evening or weekend and is urgent, you must report it to the Security Team. You are responsible for the conduct of your visitors and guests, and for any damage caused by them. All damage will be investigated, and action will be taken to recover the costs of such damage from you if we consider it to have been caused deliberately, recklessly or maliciously. You may also be subject to disciplinary action under the Student Disciplinary Procedure

8.6 **Departure**

You must vacate the Accommodation by midday on the last day of your Period of Residence and return your Keys to the Porter's Lodge on the University's Lord Mayor's Walk campus. You must leave the Accommodation in a clean and tidy condition and in good repair. All personal belongings must be removed prior to your departure, and the University reserves the right to dispose of any personal belongings left in the Accommodation.

8.7 **Drugs**

You must not use or possess any illegal drug (including cannabis) in your Accommodation or allow anyone else to use or possess illegal drugs in your Accommodation. If you are found to be using or in possession of illegal drugs in Accommodation, your Agreement may be terminated and you will be subject to disciplinary action by the University. If we suspect that you are involved in dealing or supplying illegal drugs, you will be reported to the police.

8.8 **Electrical appliances**

You may only use small domestic electrical items within your Accommodation, and must ensure that the items are safe, fit for purpose and have been tested by an electrician (or other suitably trained person) if the items are more than a year old. You must not bring cooking equipment or heaters of any description into your Room. Personal fridges are permitted for medical reasons only and require the University's prior authorisation. If any unsafe items are identified, these will be labelled as unsafe and you will be asked to remove them. Failure to do so will result in items being removed and disposed of by University staff.

8.9 **Fire safety**

You must not tamper with fire safety equipment in the Accommodation, and in particular you must not under any circumstances cover or otherwise interfere with any smoke, heat or CO2 detectors, or interfere with the self-closing mechanism of any fire door, including by wedging the door open. If you are found to have tampered with fire safety equipment in the Accommodation, you will be subject to disciplinary action by the University and your Agreement may be terminated.

8.10 **Furniture**

You must not remove or move items of furniture from the room in which they were provided at the start of your period of residence. You must not bring your own furniture into the Accommodation.

8.11 **Guests**

Subject to any overriding government guidance and/or regulations, you may have one overnight guest in the Accommodation, provided that they are over the age of 18 and do not stay for more than two nights in any week. You are responsible for the behaviour of your guests and visitors, and must not leave them in your Accommodation unaccompanied.

8.12 **Health and Safety**

You must conduct yourself in a safe and responsible manner at all times, and not do anything that may cause a risk to the health and safety of yourself or others. This includes ensuring that your flat is a safe environment for any University employee who may have to enter it.

8.13 **Inspections**

You must allow inspections of your Room and the Accommodation by the University during your Period of Residence. Room inspections will normally be carried out once in each semester and a final inspection will be undertaken when you move out. Inspections of communal areas will be carried out on a monthly basis

8.14 **Inventory**

You must accurately record the condition of your Room and its furniture on arrival using the inventory form. You will be sent an electronic inventory form to complete shortly after your arrival. If you do not

complete or return the inventory form by the deadline provided, you will be deemed to have accepted that the Room and its furniture are in good condition.

8.14 **Keys**

You must keep all Keys to the Accommodation safe and secure, and must not make copies of or lend your Keys to anyone. Any lost or stolen Keys must be reported to the Porter's Lodge (Lord Mayor's Walk campus) as soon as you become aware that they are missing. A charge will be made for each replacement Key issued, the cost of which may vary depending on the type of Key. You must promptly return all Keys when you vacate the Accommodation. You will be charged the reasonable cost of replacement Keys if you fail to return Keys when required to do so.

8.15 **Misconduct**

You must at all times conduct yourself in compliance with the terms and conditions of the Agreement and the [Student Disciplinary Procedure](#). Any breach of your Agreement will be taken seriously and may result in costs being charged against you and being moved to a different Room or having your Agreement terminated. Misconduct in Accommodation will be taken seriously and may result in disciplinary action under the Student Disciplinary Procedure.

8.16 **Noise**

You must not make excessive noise at any time of the day or night, and must ensure that any noise audible outside your room between 23:00 and 08:00 is minimal so as not to disturb other occupants. You must immediately reduce your noise levels if requested to do so by a member of University staff.

8.17 **Parking**

Your Agreement does not confer any parking rights, and you must not park on any part of the University campus or University-owned land without a parking permit, in line with the Parking Policy.

8.18 **Parties**

In the interests of the University community, parties are not permitted anywhere in the Accommodation.

8.19 **Paying on time**

You must pay the Accommodation Fees on the due payment dates in accordance with clause 5. You may not apply for any other accommodation that is owned or managed by the University unless your Accommodation Fees are paid up to date.

8.20 **Pets**

Assistance dogs and therapy animals are permitted in the accommodation only with the express permission of the Head of Campus and Residential Services and in line with the agreed protocols. No animals of any other description are permitted.

8.21 **Prohibited items**

You must not bring into the Accommodation any items that may present a safety risk to yourself or others, unless specific written authorisation has been given to you in advance by the University. For the avoidance of doubt, candles, electrical heaters and weapons of any description (including replicas) are not permitted anywhere in the Accommodation. We reserve the right to remove and dispose of any unauthorised prohibited items from the Accommodation and will not be responsible for any resulting loss to you.

8.22 **Respectful Behaviour**

You must behave at all times with consideration and respect towards your neighbours and other occupants, and not act in any way that is likely to cause harassment or intimidation.

8.23 **Security**

You are responsible for maintaining the security of your Accommodation and must ensure that doors and windows are locked whenever you go out.

8.24 **Smoking**

You must not smoke or use electronic cigarettes anywhere inside the Accommodation, in line with the University's smoking policy.

8.25 **Sub-letting**

You must not at any time sub-let or allow any other person to use your Room or the Accommodation.

9 **Our responsibilities**

9.1 **Provision of accommodation**

We will make the Room available for you to occupy for the Period of Residence on the terms and conditions of the Agreement.

9.2 **Maintenance**

We will use our reasonable endeavours to ensure that any maintenance, repairs or cleaning services are carried out promptly.

9.3 **Notice to access**

We will provide at least 24 hours' notice of planned visits or inspections where we will need to access the Accommodation, excepting always that we may access the Accommodation on less or no notice in order to respond to emergencies, welfare or safety concerns, complaints or to carry out repairs or address maintenance issues reported by you or other occupants.

9.4 **Utilities**

We will use our reasonable endeavours to provide adequate heating and lighting in the Accommodation but cannot accept responsibility for the failure of any services to the Accommodation which are outside our control.

9.5 **Inspections**

We will carry out inspections of your Room and the Accommodation during your Period of Residence, to monitor the general condition and identify any breaches of the Agreement. Inspections will normally be carried out three times during your period of residence and a final inspection will be undertaken when you move out.

9.6 **Notice to move**

We will provide at least 7 days' notice if we need to move you to alternative accommodation under clause 6.2, excepting always that we may provide less or no notice in emergency situations or those connected to a breach of the Agreement.

10 **General**

10.1 **Events outside of our control**

We will use all reasonable endeavours to comply with our obligations under these terms and conditions but will not be liable to you for any failure or delay due to any cause outside our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, pandemics or epidemics extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding or government higher education policy.

10.2 **Third party rights**

The Agreement is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to the Agreement (such as a third party who pays some or all of your Accommodation Fees) does not have any rights under or in connection with the Agreement. We may transfer some or all of our rights and obligations under the Agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.

10.3 **Law and jurisdiction**

The Agreement shall be governed by and interpreted under the laws of England and Wales. By accepting the Offer, you agree that any disputes which may arise out of or in connection with the Agreement, including its subject matter or formation, will be decided by the courts of England and Wales.

10.4 **Validity and enforceability of terms**

If any of these terms and conditions is found to be invalid or cannot be enforced, we will remove that term or condition from the Agreement. This will not affect the remaining terms and conditions, which will continue to be valid and able to be enforced.

11 Contacting us

11.1 Accommodation Team

If you need to contact the Accommodation Team at any time before, during or after your Period of Residence (or if you are required under these terms to do so), you can:

Send an email: accommodation@yorks.ac.uk

Telephone: 01904 876660

Visit: Holgate Building - Student Information Desk

11.2 Security Team

If you need to contact the Security Team at any time before, during or after your Period of Residence (or if you are required under these terms to do so), you can:

Send an email: security@yorks.ac.uk

Telephone: 01904 876444 or 07885201182

Visit: Security Lodge – Music Block