



UNIVERSITY OF  
LINCOLN

Residential Services  
University of Lincoln  
Brayford Pool  
Lincoln, LN6 7TS

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**Terms & Conditions relating to Student  
Accommodation provided by University of  
Lincoln**

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These are the Terms and Conditions to be applied to student's resident within accommodation provided by the University of Lincoln.

The offer of room sent by email to the applicant and this document form the Agreement of Accommodation between the applicant and the University of Lincoln.

Applicants who complete the offer process using the on-line system will be assumed to have read the Terms and Conditions document.

If an applicant has any questions or concerns regarding the Terms and Conditions please contact [accommodation@lincoln.ac.uk](mailto:accommodation@lincoln.ac.uk)

**This agreement is legally binding – please read it carefully before you accept – you will be held to the terms of this agreement by the university.**

**THESE TERMS AND CONDITIONS relate to Student Accommodation provided by the University of Lincoln**

**BETWEEN:**

- (1) **UNIVERSITY OF LINCOLN** (the "**University**"); and
- (2) a person being enrolled as a student or intending to enrol as a student at the University of Lincoln, as confirmed by the university Admissions Department (the "**Resident**")

**BACKGROUND:**

- (A) It is intended that the Resident shall be entitled to occupy a room specified by the University from time to time (hereinafter called the "**Room**") and shall, in common with all other residents, have the right to use the common parts, furniture and facilities within the apartment or house, of which the Room forms part (herein after called the "**Apartment**") and the common parts and facilities in the building that the Apartment forms part of (hereinafter called the "**Building**") and that the Resident shall be entitled to occupy the Room for the purpose of enabling him to attend a designated course of study at the University.
- (B) This Accommodation Agreement and annexes (A, B, C and D) included in it form one agreement and are herein collectively referred to as "**this Agreement**".

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:-

"Accommodation Fee"	means the fee payable by the Resident in accordance with clause 5.2
"Head of Commercial Facilities"	means the employee of the University responsible for managing the commercial resources of the University
"Due Dates"	means the dates set out in clause 5.2 by which the Accommodation Fee must be paid.
"General Regulations"	means the obligations on the Resident set out in Appendix A to this Agreement.
"Period of Residence"	means the period of time set out in clause 2.1.2 for which the Resident may occupy the Room
"Exceptional Release Clause" (Brayford Pool Student Village Only)	In certain circumstances the university will accept application for resident students to be released from their Accommodation Agreement. The policy and circumstances to be considered can be found at <a href="https://portal.lincoln.ac.uk/C1/C16/OnCampusAccommodation/default.aspx">https://portal.lincoln.ac.uk/C1/C16/OnCampusAccommodation/default.aspx</a> (to be confirmed)
"Residential Accommodation Services"	means the division of the university Estates Department, which manages accommodation services for students
"Services"	means the services detailed in Annex C

"Student Health Centre"	means the health centre provided by the University
"Student Support Centre"	means a service provided by the university on campus to provide advice and information for students
"University Registrar"	means the employee of the University with the title of Registrar
"University Regulations"	means all regulations, rules, policies, procedures and constitutional documents of the University. These are available at <a href="https://portal.lincoln.ac.uk/C14/C2/UniversityRegulations/default.aspx">https://portal.lincoln.ac.uk/C14/C2/UniversityRegulations/default.aspx</a>  or available on request from Residential Services or Student Support Centre
"University Safety Office"	means the Health And Safety Office of the University
"Residential Services Manager"	means the employee of the University with the title of Residential Services Manager
"Director of Student Affairs"	Means the employee of the University with the title of Director of Student Affairs

1.2 In this Agreement words importing one gender include the other.

1.3 In this Agreement references to 'the University' include its successors in title and any body or corporation succeeding to its property, rights, powers duties and obligations.

## 2. GRANT OF OCCUPATION

### 2.1 Extent of Occupation

2.1.1 Subject to the provisions of this Agreement the University gives the Resident permission to occupy the Room and reside in the Apartment for the Period of Residence in common with such other persons (or person) as shall from time to time be determined by the University.

2.1.2 The permission granted in clause 2.1.1 shall continue for the period stated within the 'Offer of Room Statement' provided in the On-Line Offer of the room. The final day completing at (10.00 AM) (the "**Period of Residence**").  
*(Please note information for the arrival day will be emailed to the applicant separately within the e-Induction process sent when a room is assigned to the Resident)*

2.1.3 This Agreement does not give the Resident the right to exclusive possession of the Room. The University reserves the right to relocate the Resident to comparable alternative accommodation during the Period of Residence if circumstances reasonably require.

2.1.4 In such instances the University will endeavour to provide reasonable notice and a Room of similar nature, to be confirmed in writing. The University shall

consult with the Resident prior to any change to ascertain the Resident's wishes. If the University is not able to supply a Room of similar nature it shall reimburse the Resident (on a pro rata daily basis) if the cost of the new Room is less than the cost of the original Room. If the cost of the new Room is greater than the cost of the original Room, then the Resident will not be required to make any additional payment to the University.

- 2.1.5 During the Period of Residence the Resident agrees to allow access (whether or not the Resident is present) to the Room and the Apartment to the University and its authorised employees and representatives and statutory law enforcement agencies and emergency services at any time on reasonable notice for any lawful and reasonable purpose including cleaning, inspection, maintenance repair or security.
- 2.1.6 The University may from time to time, require vacant rooms to be occupied by non-Students. Should the need arise Residents would be advised of the circumstances involved in such arrangements.
- 2.1.7 The University has the right to carry out or to commission any maintenance, alterations or building works to the Building or any adjoining or neighbouring property and the University will not be liable for any disturbance or inconvenience caused to the Resident by such works. The University will attempt to minimise inconvenience and wherever possible will ensure that such works are carried out between 8.00 am and 8.00 pm.
- 2.1.8 In the event of the requirement for the rebuilding or the reinstatement of the Building following destruction or damage by fire, tempest, flood or other unforeseen accident, the University will use reasonable endeavours to provide alternative suitable accommodation.

## 2.2 **Room Change Request**

Any Resident wishing to effect a Room change, must formally apply for permission in advance of doing so, by completing Form C1 (available from the Accommodation Office). Should approval be granted (which shall be at the University's absolute discretion), then the University will permit the first of such changes without charge. Any subsequent Room change approval will only be granted upon the resident paying a contribution towards the administrative costs of the University of £50.00 in advance of the room change being effected.

## 3. **YOUR GENERAL OBLIGATIONS**

- 3.1 The Resident shall pay the Accommodation Fee by the Due Dates as detailed in section 5 of this agreement and stated with the email offer of the room.
- 3.2 The Resident shall comply with his obligations under this Agreement, including the General Obligations in Annex A and Safety and Emergency provisions in Annex B.
- 3.3 The Resident shall comply with all University Regulations currently in force. These are available at <http://portal.lincoln.ac.uk/C14/C2/UniversityRegulations/default.aspx> or available on request from Residential Services or the University Student Support Centre.
- 3.4 The Resident shall pay to the University all reasonable costs, charges and expenses whatsoever (including legal and professional costs) incurred by the University by reason of any breach by the Resident of any of the terms of this Agreement including but not limited to any damage to the property of the University or loss of keys by the Resident.

- 3.5 Any reasonable loss or damage that cannot be attributed to an individual resident within the Building will be charged equally across all residents within the Building. All payments demanded will be inclusive of any reasonable administration costs of the University.
- 3.6 The Resident shall not assign the benefit of this Agreement nor sub-let the Room/Apartment or any part of the Room/Apartment or exchange rooms.
- 3.7 The Resident shall not authorise or permit any person to occupy or sleep in the Room/Apartment or to use the Room/Apartment as a residence.
- 3.8 The Resident is responsible for the conduct and actions of their visitors to the University. Any disturbance, damage or unreasonable behaviour of the Resident's visitor will involve the Resident being held responsible for any costs reasonably incurred by the University in dealing with such matters.
- 3.9 The Resident shall not leave the Room unlocked during any absence. External doors to the Building and windows giving access to all communal areas must remain locked when not in use.
- 3.10 For reasons of security, if the Resident reports the loss of his key, he will be required to pay the reasonable cost of replacing the lock(s) as well as the key(s).
- 3.11 The Resident shall notify the University immediately upon knowledge of anyone who is not an employee of the University, University Representative a Resident or a visitor of a Resident entering the Room/Apartment/Building.
- 3.12 The Resident must comply with requests from University staff and University contracted support staff; failure to do so may lead to a breach of this Agreement and disciplinary action under the relevant University Regulation.
- 3.13 Where the University relocates the Resident because the Resident is in breach of one or more of their obligations in this Agreement, the Resident must pay any reasonable administration fee charged by the University of up to £50.
- 3.14 If following access to the Room/Apartment pursuant to clause 2.1.5 the Head of Commercial Facilities (or Nominee) deems it necessary that the Room/Apartment is cleaned then any reasonable attributable costs incurred will be borne by the Resident(s) in the Apartments or Room(s) which require cleaning.

#### **4. THE UNIVERSITY'S GENERAL OBLIGATIONS**

- 4.1 The University shall use reasonable endeavours to provide the Services except where reasonably prevented from doing so by an event beyond its control.
- 4.2 The University shall use reasonable endeavours to keep the Building in good repair, including the installation on the Building for the supply of water, gas and electricity and for sanitation and for space and water heating.
- 4.3 Without prejudice to the University's rights set out in clause 3.14 the University will from time to time make formal inspections of Rooms and communal areas of Apartments and Buildings. Where possible Residents will receive 24 hours' notice of such visits and wherever possible these visits will be made at a reasonable time.

#### **5. FEES**

- 5.1 If the Accommodation Fee is not paid in full before the Due Dates, the University may terminate this Agreement in accordance with clause 6.1.

- 5.2 The Accommodation Fee shall be payable in advance in a manner and on dates specified in the Payment Plan selected in the online Accommodation Bookings system.
- 5.3 A late payment charge of £30.00 may be levied by the University on the Resident to cover the University's reasonable administration costs if the payment of the Accommodation Fee for any term is more than 10 days overdue. (Please note that this late payment charge will only be applied once to any particular term payment).
- 5.4 For the purpose of clarification the payments detailed in the email with the room offer, are instalments and are not relevant to any term or semester periods. Please contact Residential Services if you require further explanation. Please note clause 5.3 regarding late payment charges.

## 6. **ENDING THIS AGREEMENT**

- 6.1 The University may by notice in writing, giving 28 days' notice to the Resident revoke this Agreement if the Resident:

6.1.1 is in material and/or persistent breach of any of the conditions or obligations on the part of the Resident herein contained (but without prejudice to the rights of the University in respect of any such breach); and/or

6.1.2 is convicted of an arrestable offence against the criminal law;

and before expiry of such notice the Resident shall vacate and remove his personal effects from the Room/Apartment.

- 6.2 If this Agreement is terminated by the University in accordance with clause 6.1 the Resident will remain liable for the remaining charges of the unexpired Period of Residence. The University will use endeavours to find a suitable replacement resident for the Room. If such a replacement resident is secured then a refund of pre-paid rent will be available from the date of acceptance of terms by the replacement resident less any sums due from the Resident to the University under the terms of this Agreement

- 6.3 The University has entered into this Agreement on the basis that the Resident has made a legally binding agreement to pay the Accommodation Fee for the full Period of Residence. If the Resident wishes to terminate this Agreement before the end of the Period of Residence, he will still have to pay the Accommodation Fee for the Period of Residence, unless the Room is let to someone else for the remainder. If the Resident wishes to terminate this Agreement before the end of the Period of Residence, they must comply with **all** of the following conditions and the Resident will remain liable for the Accommodation Fee until all of the following conditions have been satisfied or, if earlier, until the end of the Period of Residence:

6.3.1 the Resident must give notice to the University's Residential Services Manager Service that he wishes to leave;

6.3.2 the Resident must pay for the reasonable costs of, or put right to the University's reasonable satisfaction, any breach of the Resident's obligations in this Agreement;

6.3.3 there must be a replacement resident who is a student of the University and who is reasonably satisfactory to the University and who is not already party to an Accommodation Agreement with the University (the University will assist the Resident in finding a replacement, but does not guarantee it will be able to find one);

6.3.4 the replacement resident must enter into an accommodation agreement with the University for the remainder of the Period of Residence; and

6.3.5 the Resident must pay the University a fee of £50 towards the costs of administration of this change.

**7. OTHER PROVISIONS**

7.1 The University undertakes no liability for the loss or damage to property of or injury to the Resident howsoever caused unless injury to the Resident is due to the negligence of the University, its officers or agents.

7.2 Any notice to be given under or in relation to this Agreement (including any notice in anticipation of Court proceedings) may be given to either party by addressing it to the other party and sending it by registered post or recorded delivery to the address stated within the application for University and University enrolment and for information to the registered email address within the Residential Services On-Line Application process (and if so sent notice shall be deemed to have been given not later than the second working day following the day on which it was posted) and a copy delivered to the occupied Room.

7.3 In accordance with the prohibition of smoking in public places in England, the University has a policy in force which prohibits smoking in all buildings. Any breach of this legislation and policy may result in the University passing reports of such action to the authority monitoring compliance of this legislation.

## APPENDIX A - General Regulations

1. The Resident shall use the Building in a responsible and proper manner and not through his own act or neglect permit or suffer the Building or any of the fixtures and fittings therein to deteriorate and in particular (but without prejudice to the generality or the foregoing):
  - 1.1 use reasonable endeavours to keep the furniture, fixtures and fittings (if any) included in the Building in their present state of repair and condition (fair wear and tear due to reasonable and normal use and damage by accidental fire excepted);
  - 1.2 not block the shower, bath and sink drains;
  - 1.3 not block any gutters or fall pipes;
  - 1.4 not deface the Building in any way or permit the Buildings to be defaced internally or externally; and
  - 1.5 not cause the decoration of the Buildings, Apartment or room to deteriorate beyond that which would be expected from fair wear and tear.
2. The Resident shall not make any additions or alterations to the Buildings or to the furniture, fixtures and fittings therein.
3. The Resident shall not display or permit to be displayed on or in the Buildings any advertisement, notice bills or name plates.
4. The Resident shall not at any time remove or permit or suffer to be removed from the Building any furniture, chattels or other articles of whatsoever nature other than any belonging to the Resident.
5. The Resident shall not cause any nuisance or annoyance to the residents of the Building or any resident in any neighbouring or adjoining property and in particular not authorise or permit any loud noise.
6. The Resident shall not authorise or permit or participate in any party in the Building which has not been given written permission from the Head of Commercial Facilities (or nominee).
7. The Resident shall not keep any pet/animal on the Building.
8. The Resident shall not carry out any trade or business from the Building.
9. The Resident shall inform the University immediately upon becoming aware of any defect in or damage to the Building howsoever caused which it is necessary or desirable to repair.
10. Any cost of repairing or replacing the connection socket equipment or WIFI Access Points in the Room after damage by the Resident will be recovered from the Resident.
11. Where the university has installed Wireless Internet distribution equipment any identified damages would be the responsibility of the persons having key access to that area of accommodation
12. The Resident shall:
  - 12.1 pay for telephone and call costs made during the Period of Residence;
  - 12.2 pay for any licences necessary arising from the use of radio/TV appliances during the period of residence;



- 12.3 pay any standard charge/council tax relating to the Room. *(Please note that current Council Tax legislation, provides exemption for "Full Time Students")*
13. On collection of keys to the Room, the Resident will be issued with an inventory of all items provided in the Room. The Resident shall inspect the Room **on arrival** each term, and notify Residential Accommodation Services within 48 hours of any discrepancies or anomalies to the inventory.
14. The Resident will be responsible for any discrepancies or anomalies which are not notified to Residential Accommodation Services in accordance with clause 13 of this Annex.
15. The Resident has a personal responsibility to maintain a 'Safe Environment' for all users of the Building, Apartment and Room, they use, including all other Resident Students, University Staff, Property Agents and their contractors and visitors. Resident Students should be aware that instances of non-compliance with this clause will be dealt with in accordance with University Regulations and this Accommodation Agreement.

## **APPENDIX B - SAFETY AND EMERGENCIES, INCLUDING FIRE AND HEALTH**

1. The Resident must read carefully and observe the fire regulations and notices which are displayed within the Building and elsewhere within the University. The Resident should familiarise himself with the location of all exits, fire alarms and fire-fighting appliances. Participation in fire drill is mandatory, and may take place with or without notice. Such drills will be carried out under the control of the University Health & Safety Office.
2. Fire appliances and any other safety or security equipment must not be subject to interference except in the case of real emergencies. Failure to adhere to this regulation will result in disciplinary proceedings being taken against any individual/s responsible and the strongest course of action taken. *(For the purpose of clarification Resident Students are advised that the Pin/Seals on Fire Extinguishers are checked regularly and that missing/damaged/broken seals are likely to occur from misuse and that appropriate recovery of costs will be made to resident students who have key access to the area where the Fire Extinguisher is located)*
3. Fire alarms must be used only in case of emergency. Any Resident identified as responsible or partly responsible, or involved in any way whatsoever for a false fire alarm, may have Accommodation Agreement terminated [in accordance with clause 6.1].
4. In the event of the Fire Brigade levying a call-out charge, such charge shall be the responsibility of the individual responsible along with a contribution to the administrative costs of the University of £50.00. Should the Fire Brigade decide not to levy a call-out charge, the University shall in any event impose a reasonable administrative charge of up to £200 on the individual. If no individual/s can be identified as responsible, then any charge levied by the Fire Brigade shall be levied as reasonably determined by the Head of Commercial Facilities or nominee proportionally against all Residents of the Building in which the Fire Alarm occurred.
5. The Resident must not interfere with the electric wiring or electrical equipment provided. Care should be taken at all times to ensure that electrical sockets are not over-loaded by the improper use of electrical equipment. Advice on electrical appliances and their use must be sought from an appropriate qualified member of the University staff (through the Residential Accommodation Service).
6. All portable electrical appliances brought into University Buildings should be in a safe working condition and must comply with current British Standards and regulations. Personal portable electrical appliances remain the responsibility of the Resident at all times.
7. The University shall remove any appliance which is deemed to be in an unsafe condition and shall return it to the Resident only when the Resident has made arrangements to remove the appliance from the Building. (International students should make certain they acquire an appropriate adaptor before using electrical appliances in the Premises).
8. If the Resident is uncertain about the safety of an appliance he must contact Residential Services, who will then provide information on University approved contractors who can provide a competent person to check appliances. Any costs incurred for such inspection will be paid by the Resident. Where the University is concerned about the safety of any appliances, the Resident will be advised to arrange a safety check and inform the University of the outcome. If the Resident fails to comply with such requests, the University will arrange for a contractor to carry out a survey and any costs involved in the undertaking of the survey or works required will be invoiced to the Resident.
9. The use of cooking equipment within the Rooms is strictly forbidden.

10. In order for the University to discharge its functions under Fire and Safety Regulations, the Resident is required to inform Residential Accommodation Services when s/he is planning to be away from the Premises, for any period in excess of 21 days.
11. Any Resident absent from the University on placement or any other business necessary for his course shall also inform Residential Accommodation Services.
12. Any Resident who is aware of a medical emergency should notify the emergency services by calling 999 and contact the security staff at the Brayford campus for assistance. Where a resident is aware of the possibility that they, or another resident, may have a serious, infectious condition they should notify the Student Health Centre and Residential Services as soon as possible.
13. The Head of Commercial Facilities (or nominee) may exclude a Resident from University Residential Premises on the grounds of sickness or ill-health which causes a risk or potential risk to other residents or staff. The Resident may return only on the production of a medical certificate or letter which satisfies the Head of Commercial Facilities (or nominee).

## **APPENDIX C – The Services**

1. The University shall provide the following:
  - 1.1 lighting, water and heating;
  - 1.2 adequate furniture and fittings;
  - 1.3 furnishing of the shared accommodation within the Apartment/House;
  - 1.4 irons, ironing boards and kettles (or water heaters) for shared use by all Residents of the Apartment;
  - 1.5 adequate equipment for cleaning the Room/Apartment; and
  - 1.6 Fridges, cookers, & microwave ovens in sufficient quantity for use by all Residents in the Apartment/House.
2. The University shall provide each Resident with insurance contents cover for personal possessions during periods of occupancy. Details of cover and claims process will be available in your residence in the Residents Handbook or On-Line e-Induction process provided prior to arrival.
3. Security staff are employed by the University. The Resident may, in case of difficulty, make contact with them by telephone, (01522 886062).

**These are the Terms and Conditions to be applied to students resident within accommodation provided by the University of Lincoln Brayford Pool on campus student village.**

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