

**Licence Agreement  
Terms and Conditions of Student Accommodation**

**STUDENT NAME:**

**ACCOMMODATION PACKAGE:**

**ROOM:**

**ANNUAL ACCOMMODATION FEE:**

**DEPOSIT:**

**PERIOD OF RESIDENCE:**

**INSERT DATES**

**Please read the following Terms and Conditions of Student Accommodation and also the Guarantee, where you are being asked to provide a guarantor (students under 18), as they form a part of the legally binding agreement ("the Agreement") you are being asked to sign. Before signing, please ask if there is anything you do not understand. You are of course free to take independent legal advice on the contents of this Agreement before you sign this Agreement.**

This Agreement is a licence to occupy a room in Student Accommodation granted by the College whilst a student is enrolled on a course of study at the College. Nothing contained in this Agreement shall be construed as creating the relationship of Landlord and Tenant as between the College and the student, and does not, and is not intended, to create a tenancy of or give a student exclusive possession of their room.

**A student occupies their accommodation and the premises as a licensee only.** This means that the Agreement does not have the legal protections set out in the Housing Act 1988 (as amended).

**I have read and agree to the terms of this Agreement, as set out above.**

**I also confirm I have read and understood how the College will use my Personal Data (clause 13).**

**I also understand that the obligation to pay the Accommodation Fee applies irrespective of my individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if I actually move into Accommodation.**

**Student Signature:**

**Date:**

**Name of Parent/Guardian**

**(if student is under 18):**

**In signing the Agreement, you acknowledge:**

- ❖ that as a licence the College is entitled to amend the terms of this Agreement at any time, subject to providing you with reasonable notice of any proposed changes. Any changes to this Agreement will be confirmed in writing to you;
- ❖ that as a licence you will not be permitted to transfer your rights under the Agreement or sub-let your room or permit or allow any other person to occupy or share occupation of your room and or the premises;
- ❖ that as a licence the College reserves the right to transfer you to suitable alternative accommodation where reasonably required, and that the College may access the room where reasonably required;
- ❖ **that subject to clause 8, if you wish to leave accommodation before the end of the Period of Residence you must give at least 2 weeks' notice in writing; however, you will be liable for the balance of any fees due under this Agreement in accordance with clauses 8.1 – 8.12 below. In the event of a Force Majeure Event, such as a national lockdown due to Covid-19, see clause 11;**
- ❖ **that food and accommodation are not separate elements of the Accommodation Package.** The Accommodation Fee is in respect of accommodation and catering; together the "Accommodation Package". The catering element of any Accommodation Package will be loaded each week onto your Food Card;
- ❖ **That if you leave accommodation before the end of the Period of Residence, there will be no refund of any balance on your Food Card (unless clause 11 applies).** It is, however, possible to pre-order items before you leave accommodation to reduce the balance on your Food Card before the end of the academic year, when any remaining balance on your Food Card will be reduced to £0.00 (unless clause 11 applies);
- ❖ **that if you move into accommodation without having signed the Agreement, you will be deemed to have accepted these Terms and Conditions by your actions, including your obligation to pay the Accommodation Fee;**
- ❖ That residential accommodation during holidays or half-term is strictly by prior arrangement only and must be discussed with the Head of Accommodation and the Student Services Manager at least two weeks in advance, and will be subject to the normal weekly boarding charges or equivalent daily rate. The dates for holidays and half term are detailed in the Accommodation handbook.

## **1. Period of Residence**

- 1.1 The period of residence granted by this Agreement (“the Period of Residence”) will be indicated to you at the start of this Agreement.
- 1.2 **If you wish to leave accommodation after you have signed this Agreement, then you will be required to give not less than 2 weeks’ notice, in accordance with clause 8 (see below)(unless clause 11 applies).**

## **2. Standard of Accommodation**

- 2.1 We will provide accommodation that is maintained to a reasonable standard and complies with health and safety laws.
- 2.2 We will ensure that the furniture provided is of a reasonable standard.
- 2.3 We will ensure the communal areas of the onsite residences are cleaned on a regular basis.
- 2.4 We will carry out repairs within a reasonable period of time from when we are informed that there is a problem with your accommodation.
- 2.5 The College reserves the right to change your accommodation or ask you to vacate your accommodation for reasonable operational reasons, or where it is necessary to move you from the accommodation to protect your wellbeing or the wellbeing of others, ie for safeguarding reasons, to prevent damage to the accommodation or in light of Government guidance, for instance, in the event of a pandemic, such as the Covid-19 situation.
- 2.6 The College also reserves the right to require you to move to similar alternative accommodation due to alterations or building works being carried out at the accommodation or as a result of damage to the accommodation that we deem makes it unfit for occupation.
- 2.7 Depending on how long you have to vacate your accommodation, and if the College is unable to move you to similar alternative accommodation, you may be entitled to a refund of some or all of any balance of your Accommodation Package that you have not had the benefit of.
- 2.8 If the accommodation is rendered uninhabitable, for example by fire, the College shall endeavour to provide alternative accommodation. If alternative accommodation is not available within the College, a portion of the Accommodation Fee paid corresponding to the period of time during which the accommodation was uninhabitable will be refunded to you.
- 2.9 **Rooms must be personally occupied by you as a registered Askham Bryan student, and may not be used by or shared with anyone other than the designated person for that room. You agree not to allow others to occupy the accommodation, and that your rights under this Agreement are not transferable.**

- 2.10 No changes may be made to allocated rooms unless permission is given by the Head of Accommodation.

### **3. Payment of Accommodation Fee and Deposit**

#### **Deposit**

- 3.1 There is a refundable Deposit of £300 payable in addition to the Accommodation Fee.
- 3.2 The College shall hold the Deposit against dilapidations, breakages and unpaid accounts for which you are liable under this Agreement.
- 3.3 The Deposit shall be returned to you (without interest) after the end of the academic year or after you have vacated the accommodation with no intention or expectation of returning within that academic year, whichever is the earlier, less any reasonable deductions properly made by the College to cover any costs incurred or losses caused to the College by any breaches by you of your obligations under this Agreement and or by any of your visitors, including any transaction charges and or payment charge fees as set out in clauses 3.15 and 3.16 below. See also clause 3.5 and 3.12 below.
- 3.4 Subject to clause 3.5 below, the Deposit shall be repaid to you (without interest) as soon as reasonably practicable; however the College shall not be obliged to return the Deposit until after it has had a reasonable opportunity to assess the condition of your accommodation after you leave and the sums properly due to the College under this Agreement in the event there has been any damage by you or attributable to your occupancy of your accommodation, which can also include damage by you or attributable to you to communal areas. **Save in exceptional circumstances the College shall not retain the Deposit for more than eight weeks from termination of this Agreement.**
- 3.5 **If at any time during the Period of Residence there are excess charges for damage or cleaning these will be invoiced to you and are payable to Finance thus leaving the Deposit intact.**

#### **Accommodation Fee**

- 3.6 The Accommodation Fee payable depends on the accommodation that you take (self-catering, standard room with catering, or en suite with catering)(en suite rooms are only available for students aged 18 or over as at 1<sup>st</sup> September, subject to availability) and depends also on the type of catering option you take. Together, the accommodation and catering form a single package ("the Accommodation Package") and payment of the Accommodation Fee is payment of both elements of that Accommodation Package. **Food and accommodation are not separate elements of the Accommodation Fee.**
- 3.7 The Accommodation Fee is to be paid in the following way:
- 3.7.1 The Accommodation Fee will be split into nine equal instalments. The first instalment will be due at the end of August (the date to be specified on an annual basis) and keys will not be released unless payment of the first instalment and Deposit have been made and a plan to pay any remaining instalments of the Accommodation Fee has been agreed with the Finance Department (see clause 3.7.2 below).

3.7.2 You will pay the remaining instalments of the Accommodation Fee to the Finance Department using one of the following payment plans:

- One (1) single payment (to the value of the remaining 8 instalments) upon receipt of invoice; or
- the remaining eight instalments to be paid monthly by Recurring Card Payment (details to be specified on an annual basis).

3.7.3 Individual invoices will be sent out detailing the amount payable and the due dates for payment in line with your agreed payment plan.

3.8 The College reserves the right to charge interest on any unpaid elements of the Accommodation Fee. We will only start charging interest after 14 days and capped at 3% above base.

### **Food Card**

3.9 Students who opt for a room with catering will have a certain proportion of the Accommodation Fee loaded to their Food Card each week which will allow you to purchase food and beverages through any of the College's catering outlets.

3.10 **If you opt for a room with catering, you must ensure that any monies still on your Food Card are spent by the time you vacate your room and return your keys, as any unspent monies are non-refundable. Food and accommodation are not separate elements of the Accommodation Fee. Any balance still showing on your Food Card by the end of the academic year will be reduced to £0.00.**

### **General**

3.11 **It is your responsibility (or the responsibility of whoever is paying for your accommodation if that is not you) to notify the Finance Department of any changes of circumstances which will impact on payment of your Accommodation Fee. It is also your responsibility to ensure that any payments due by you are successfully collected by us from your bank, including providing the correct reference.**

3.12 **Unless clause 11 applies, after 3 failed collection attempts, you will be suspended from accommodation and formal debt collection procedures will be instigated which may result in legal action. You will be asked to leave accommodation and you may not be eligible to attend the graduation ceremony.** The College also reserves the right to pass on any charges it incurs in relation to any attempts by the College to collect the Accommodation Fee from you.

3.13 **If you are suspended you must return your keys to Accommodation** and you will not be allowed to return to accommodation if any part of your Accommodation Fee is outstanding, until such time as you are no longer in arrears.

3.14 **In the event of any legal action, then the College reserves its right to pursue you for the costs of and associated by any such action, in addition to the debt itself, together with any interest on that debt, which the debt may be subject to, such as statutory interest.**

- 3.15 You will be charged for the cost of repair or damage caused in your room, or replacement cost of any missing items. The cost of repairing or replacing damaged items in communal areas like kitchens and corridors, and general areas will be apportioned between the students using the particular kitchen, or corridor, or complete block. Where the perpetrator(s) of the damage cannot be identified, the whole block or house (or part therein) becomes liable for a proportion of the communal damage charge.
- 3.16 **Failure to remove belongings or failure to return room keys when you vacate will result in accommodation fees being charged at the full rate until the room is cleared and the keys are returned.**
- 3.17 Where you are asked to vacate your accommodation in the event of a Force Majeure Event, such as those described at clause 11 below, and or where this is in line with Government advice, the College will ensure that where you are not able to remove your personal property from your accommodation before you have to leave accommodation, that your personal property will be stored safely and arrangements will be made for your personal property to be returned to you, when it is appropriate to do so.

#### **4. Use of accommodation and communal areas**

- 4.1 An inventory will be supplied and you will be asked to confirm the condition of your room and its contents when you move into your room. If the inventory is not returned within one week of you taking up occupation of your room, you will be deemed to have accepted the condition of the room as at the time you took occupation and you will be liable for any damage that has not otherwise been reported to the Accommodation team; but which is discovered when you come to vacate your room. You may be charged for the cost of replacing any items found to be missing or damaged.
- 4.2 You must not use the premises for any purpose other than residential accommodation for yourself during the period of your attendance at the College and you must not carry on any profession, trade, business, illegal or immoral activities on the premises.
- 4.3 You agree to adhere to the rules contained in the Accommodation Handbook in particular, but not exclusively, those referring to alcohol, smoking drugs, noise and curfew. **Any breaches of the Accommodation Handbook rules are considered a disciplinary offence, which will be referred to the Student Services Manager and may result in disciplinary action.**
- 4.4 You also agree to comply at all times with the Askham Bryan College policies, in particular the Code of Student Conduct, and with all reasonable instructions given to you by staff, in particular the Head of Accommodation and Student Services Manager. Failure to adhere to the Code of Student Conduct or obey a reasonable instruction from a member of staff or the Head of Accommodation could lead to disciplinary action being taken against you under the College's Disciplinary Policy, which could see you removed from accommodation.
- 4.5 **You also agree to make the College aware if you are arrested, interviewed, cautioned or charged by the Police and or convicted of a criminal offence.**

- 4.6 You also agree to make the College aware of any changes in any medical conditions you have declared to the College. For instance, if you contract a communicable disease or infection (viral or bacteriological), such as Covid-19, then you must immediately inform the Accommodation Team, who may ask you to self-isolate, or return home. You agree that the College can share any health information about you with the relevant authorities, if it is necessary to do so, or if required to do so by law or in light of Government guidance.
- 4.7 You will be held responsible for the conduct of any visitors in your accommodation, especially if they cause any damage.
- 4.8 You agree to keep your room in a clean state and carry out your share of cleaning in the communal areas for which you are responsible. You agree that we may, at reasonable times, enter the accommodation to clean, inspect, repair or for any other reasonable purpose. **Charges may be incurred where rooms or communal areas are found to be consistently dirty.**
- 4.9 **All student accommodation is designated as non-smoking and you and your visitors are not permitted to smoke in any part of the block.**
- 4.10 You agree that we may remove or exclude any visitor from the accommodation or any other part of the College where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons or themselves.
- 4.11 You agree to carry your ID card and wear your lanyard at all times.

## **5. Respect for your living environment**

- 5.1 You may not keep animals of any description.
- 5.2 You agree not to give keys to your block/room to any other person.
- 5.3 You should ensure the building and your room/block is left secure. For example, you must not prop open external doors and you should lock your door and close windows when you are out. You are not permitted to enter and exit your accommodation via the windows.
- 5.4 You must remove your work wear and boots on entering your block and not wear working clothes and working footwear within your room, kitchen or stairwells.
- 5.5 You agree to report any damage/repairs at the time of discovery.
- 5.6 You agree to take all reasonable precautions to keep the premises adequately ventilated and free from mould and other damage caused by excess condensation.
- 5.7 If you have a television you accept responsibility for buying a television licence. The Television Licensing Authority may prosecute and issue fines of up to £1,000 if you are found to be using television receiving equipment; but have no valid licence. You could also be liable for court costs.

- 5.8 The College accepts no liability whatsoever for any loss or damage to your personal property within the accommodation or elsewhere on College premises. **Your personal property will not be covered by the College's insurance policy and you are advised to take out insurance for your belongings.**
- 5.9 You are responsible for ensuring that you look after the keys for your room throughout your period of residence. If you fail to do so, you will be responsible for the reasonable costs of replacement.
- 5.10 The cost of replacement keys varies according to where you stay in accommodation and what type of room you have:
- Ensuite – £24  
Jervaulx- £40  
Main building - £37  
Dentdale- £23  
Small halls - £35
- 5.11 You agree not to make any alterations to your room or communal areas, furniture, fixtures and or fittings, nor fix any signs, placards, aerials or satellite dishes to any part of the accommodation.

## **6. Additional Rules and Regulations for Students Under 18 Years of Age**

- 6.1 The College accepts a greater responsibility for students under 18 years of age living in College residential accommodation and has implemented additional regulations which are set out below. **If you are not 18 before the 1<sup>st</sup> September when you sign this Agreement, then these additional rules and regulations will apply to you.**
- 6.2 The care and provision of accommodation of under 18 year old students in accommodation at the College is subject to the National Minimum Standards for Further Education Colleges, and is subject to inspection by the National Care Standards Commission (NCSC) and the Social Care Common Inspection Framework (SCCIF).
- 6.3 For safeguarding reasons, students under 18 will be housed in separate, same sex blocks and students of opposite sex will not be permitted to enter or stay in blocks of the opposite sex.
- 6.4 Students under 18 years of age must be in their residential accommodation by 23:45 hrs.
- 6.5 Students under 18 years of age must not possess or consume alcohol on College premises.
- 6.6 Students are required to let the Safeguarding team know when they leave campus:
- after 5pm in the evenings;
  - when they leave to go home at the weekends;
  - when they leave at the end of term.
- 6.7 Students under 18 years of age must also let the Safeguarding team know when they return to campus. They may do this by visiting the wardening team or texting the wardening team on the given mobile number.



- 6.8 Students aged under 18 who wish to stay on campus over the weekend must ask permission to do so in advance from the Student Services Manager. A minimum of 48 hours' notice is required.

## **7. Health and Safety**

### **7.1 You agree:**

- 7.1.1 **to co-operate with the College in complying with the Health and Safety legislation;**
- 7.1.2 **not to behave in a manner so as to endanger either yourself and/or any other persons,** which could include failing to follow Government advice, or College instructions/rules, in the event, for instance, of a pandemic, such as the Covid-19 situation.

- 7.2 **Failure to do so could result in disciplinary action being taken against you under the College's Disciplinary Policy, which could see you removed from accommodation.**

## **8. Termination of the Agreement (unless clause 11 applies)**

### **Cancelling during the first 2 weeks of the academic year**

- 8.1 If you wish to move out of accommodation in the first two weeks of the academic year, you must advise the Accommodation Office in writing (letter or email) of your intention to do so.
- 8.2 Valid notice to terminate this Agreement can be given at any point during the 2 week period referred to above, including on the last day, ie "day 14" of the 2 week period. See also clause 9 below.
- 8.3 **Where clauses 8.1 and 8.2 apply, you will only be charged for the calendar days (including incomplete days) you have occupied the room including the period of any notice given by you under this clause.** A "calendar day" is a day of the week including Saturday and Sunday and includes the time from midnight to midnight.

### **Cancelling after the first 2 weeks of the academic year, but before the end of the first term**

- 8.4 **Where you choose to leave accommodation after the first 2 weeks of the academic year, but before the end of the first term, you will be charged up to and including the end of the first term.**
- 8.5 **Where clause 8.4 applies, for notice to be valid, you must give at least 2 calendar weeks' to terminate this Agreement which can be given at any point after the first 2 weeks of the academic year, but before the end of the first term, provided it expires either on or before the last day of the first term.** A "calendar week" is defined as a period from midnight, Saturday to following midnight Saturday, or any period of seven consecutive days.
- 8.6 A refund of your Deposit (without interest) will be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.

- 8.7 Amounts due will be calculated up to and including the date you leave accommodation. This date will be calculated from the date notice of your intention to terminate this Agreement is received by the Accommodation Office (see clause 9 below).

#### **Cancelling after the start of second term**

- 8.8 **If you choose to leave accommodation after the start of second term, you will be charged for the balance of the Period of Residence.** A refund of the Deposit (without interest) will be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.
- 8.9 **Where clause 8.8 applies, for notice to be valid, you must give at least 2 calendar weeks' to terminate this Agreement which can be given at any point after the start of second term (including in the third term), provided it expires either on or before the end of the Period of Residence.** A "calendar week" is defined as a period from midnight, Saturday to following midnight Saturday, or any period of seven consecutive days. See also clause 9 below.

#### **Exceptional circumstances**

- 8.10 **The College reserves the right to terminate this Agreement with immediate effect and without notice to you, and at any point during the academic year, if as a result of disciplinary action taken against you, you are excluded or suspended from the College and or from accommodation, or for safeguarding reasons.** If you are suspended you must return your keys to Accommodation. In the event the suspension is lifted, you will not be allowed to return to accommodation if any part of your Accommodation Fee is outstanding, until such time as you are no longer in arrears.
- 8.11 **Either you or the College may terminate this Agreement with immediate effect and without notice to the other following a Fitness to Study hearing and unsuccessful appeal.**
- 8.12 **In the event that clauses 8.10 or 8.11 apply (exclusion, suspension, for safeguarding reasons and or following an unsuccessful appeal against a Fitness to Study decision), you understand that you will be charged for any the balance of the Period of Residence, unless the College, at its absolute discretion, considers it inappropriate to do so in the circumstances.** A refund of the Deposit (without interest) will still be made (usually within 8 weeks from departure date) less any amount withheld in accordance with this Agreement.
- 8.12 **Either you or the College may terminate this Agreement in the event of a Force Majeure Event, as defined by clause 11. Termination, must, however, be in accordance with the procedure as set out in clause 11.**

#### **9. Notices**

- 9.1 Any notice or other communication given in accordance with clause 8 (or clause 11, in the event of a Force Majeure Event) will be deemed to have been received:
- 9.1.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or

9.1.2 if sent by email, at the time of receipt;

9.1.3 if sent by pre-paid first-class post or other next working day delivery service, at 9am on the second working day after posting unless clause 11.7 applies and it is impractical to give written notice.

9.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **10. Vacating accommodation (unless clause 11 applies)**

### **Over the summer**

10.1 Students will normally be expected to remove all belongings from accommodation during holidays and the summer period. Failure to do so may result in additional accommodation charges and the College may instruct staff to remove belongings (without being liable for any consequential loss or damage in the absence of culpable negligence or neglect on the part of the College). **Residential accommodation during holidays or half-term is strictly by prior arrangement only and must be discussed with the Head of Accommodation and Student Services Manager at least two weeks in advance and will be subject to the normal weekly boarding charges or equivalent daily rate.**

### **When you move out of accommodation**

10.2 At the end of the Period of Residence, your accommodation must be cleared of all belongings and the keys returned to the Accommodation Office by the stated time (the keys must not be given to another student to return). **Failure to remove belongings or failure to return room keys will result in additional accommodation charges being charged at the full rate until the room is cleared and the keys returned.**

10.3 Following vacation of your accommodation, an inspection of your room will be carried out by the College as quickly as practicable, and in any event before the keys are issued to another occupant. If your personal belongings and property, including clothing, foodstuffs, books and coursework are not removed from the accommodation by the end of the Period of Residence, they will be removed and subsequently disposed of without liability on the part of the College in accordance with the College's Lost Property Policy.

10.4 **If you do not voluntarily leave accommodation after the Period of Residence or after this Agreement has been terminated in accordance with clause 8, then the College reserves the right to take legal action against you, to obtain an Order from the Court that you vacate your accommodation. If that is necessary, then the College also reserves the right to pursue you for the costs of and associated by any such action.**

## **11. Force majeure**

11.1 There may be an event or circumstances that arise after this agreement has been entered into that could prevent, hinder, delay or otherwise render impossible the performance of your obligations to us under the agreement and our obligations to you (known as a “force majeure event”). This will be a change in circumstances to the state of affairs at the time the agreement was entered into. “Prevented” means “physically or legally impossible to perform”; “hindered” means “impeded” or “impaired”. “Delayed” and “impossible” have their ordinary meaning.

11.2 Depending on how severe the force majeure event is, a force majeure event will allow you or us to either suspend performance of this agreement for a period of time, or where the force majeure event continues for a period in excess of 3 months, to terminate the agreement. Whilst the College undertakes to take all reasonable steps to provide the Accommodation Package with reasonable care and skill, the College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Accommodation Package arising from circumstances beyond the College’s reasonable control. Events beyond the College's reasonable control include, but are not limited to:

- earthquake;
- flood;
- terrorism;
- storm;
- natural disaster or act of God;
- national emergency, epidemic or pandemic;
- government acts or advice in response to a national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;
- industrial disputes (including those which may involve its own staff);
- telecommunications failure;
- interruption of services rendered by any public utility, but not where the same has arisen as a result of the College’s breach of any contract or obligation owing to that public utility;
- or interference from any local, national or supra-national government agency or official.

Please note this list is non-exhaustive.

11.3 The College will always look at ways that it can seek to minimise the disruption this may cause you, but will only have to take reasonable steps to do so.

### **Consequences of Force Majeure Event**

11.4 In the event of a force majeure event as defined at clauses 11.1 and 11.2 above arising (“Force Majeure Event”), neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement.

- 11.5 If a party's performance of its obligations under this Agreement is affected by Force Majeure Event, then **in the first instance, either party** may give the other party notice of their intention to **suspend performance** of their obligations under this Agreement.
- 11.6 Upon service of a notice of suspension by the party affected on the other party, the obligation of the affected party to perform its obligations shall be immediately suspended until the party affected serves notice on the other party that such circumstances have ceased and the other party shall not be liable to make payments under this Agreement in respect of the period of such suspension.
- 11.7 Where circumstances permit, any such notice under clauses 11.5 and 11.6 above should be in writing; but where formal notice is impracticable each party shall use its reasonable endeavours to notify the other of the suspension as soon as possible by whatever means.
- 11.8 **If the Force Majeure Event in question prevails for a continuous period in excess of three months after the date on which the Force Majeure Event begins, either party may then give notice in writing to the other party to terminate this Agreement unless the Parties agree in writing to extend the period of suspension.** Notice to terminate will be deemed received depending on how notice is given, in accordance with clause 9.

## **Refunds**

- 11.9 In the event that clause 11.8 applies (termination of this Agreement, not suspension, unless at the College's absolute discretion), you may be due a full or partial refund of the Accommodation Package you have paid less any expenses the College may have incurred up to that point in the provision of your accommodation.
- 11.10 The extent of any refund will depend on your personal circumstances, for instance, whether you have paid for the Accommodation Package for the entire academic year or have paid in instalments as at the time the Force Majeure Event occurs. The extent of any refund will also depend on how long the Force Majeure Event persists, the length of any suspension that may be agreed under clauses 11.5 or 11.8, whether a return to accommodation is possible after the Force Majeure Event, and any Government guidance or advice that may apply at the time.
- 11.11 The return of your Deposit will still be subject to clause 3.

## **12. Jurisdiction and Governing Law**

- 12.1 The Agreement is governed by English law. You and the College both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under the Agreement. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

### **13. Data Protection**

- 13.1 By signing this Agreement, you agree to the College processing your Personal Data (information about you), including any Special Category Data, ie sensitive personal information (for example, medical information) for lawful purposes in connection with this Agreement, including, but not limited to:
- assessing your application and suitability for residing in Student Accommodation;
  - assessing safeguarding risks posed by you in Student Accommodation to other students and staff;
  - allocating rooms;
  - processing payments and debt recovery;
  - enabling the College to carry out its duties and perform its obligations to you under this agreement;
  - providing student welfare or pastoral services;
  - managing insurance;
  - measuring satisfaction;
  - crime prevention and detection;
  - where there is serious risk or harm to you as a student or to others; or
  - where there is serious risk or harm to the College's or others' property;
  - and all matters arising from your enrolment at the College.
- 13.2 You also agree that in the event you are under 18 years of age, the College may contact your parent, guardian or carer.
- 13.3 The College will only disclose sensitive personal information where it is necessary for us to do so for your safety, the safety of others and your wellbeing in the Accommodation.
- 13.4 Your Personal Data and any Special Category Data will be stored on paper and digitally on computer.
- 13.5 Your Personal Data and any Special Category Data will not be subject to any automated decision making and all data will remain within the UK/European Economic Area ("EEA"). The EEA includes EU countries and also Iceland, Liechtenstein and Norway. The College will retain the Personal Data of unsuccessful applicants for 2 years, 7 years for successful ones.
- 13.6 You have the right to withdraw this consent to this processing at any time; but please note, in the event that you do, this could have consequences in terms of the College being able to provide you with accommodation.
- 13.7 If you have any concerns about how your data is to be used, you can contact the College's Data Protection Officer at [judith.clapham@askham-bryan.ac.uk](mailto:judith.clapham@askham-bryan.ac.uk)
- 13.8 You also have the right to complain to the information Commissioner's Office ("ICO") at <https://ico.org.uk/concerns/>.
- 13.9 For further details as to your rights under UK data protection legislation please go to <https://ico.org.uk/your-data-matters/> and see also the College's Data Protection Policy available on the College website and intranet.

# GUARANTOR AGREEMENT

(students under 18)

Name of Student: .....

Name of Guarantor:.....

Relationship to Student:.....

Guarantor's occupation:.....

Address: .....

.....

.....

Home tel. no:.....

Mobile tel. no: .....

Guarantor's email address: .....

IN CONSIDERATION of Askham Bryan College entering into this Agreement, the Guarantor HEREBY GUARANTEES the due observance and performance by the student of all the terms and conditions of this Agreement including (without prejudice to the generality of the foregoing) the payment of all fees including, but not limited to, the Accommodation Fee, and payment of any other monies due hereunder by the student named above.

In the event of the student being in default of any of the terms of this Agreement, the Guarantor understands and agrees that they shall be held responsible by Askham Bryan College for the student's non-performance of their obligations under this Agreement, including their obligation to pay the Accommodation Fee and any other fees that may become due and payable by the student, and the Guarantor understands and agrees that they shall therefore be liable to fully indemnify Askham Bryan College in respect of all monies and costs and other outgoings of whatsoever nature, which fall due for payment by the student under the terms of this Agreement, and which remain unpaid by the student and due to Askham Bryan College on termination of this Agreement.