

Terms and Conditions of Student Accommodation

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)¹. Before signing, please ask if there is anything you do not understand.

You are free to take independent legal advice on the contents of this Agreement before you sign this Agreement.

About the Agreement

By accepting the Agreement, you are entering into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the student accommodation and to use the communal areas provided that you pay the Accommodation Fee.

If you move into the Accommodation without having accepted the Agreement you will be deemed as having accepted the Agreement by your actions.

This Agreement (as it is of student accommodation) is a licence and not an assured shorthold tenancy. We are entitled to relocate you in certain circumstances and to gain access to your room at various times in accordance with the terms of this Agreement. This means that unlike private rented accommodation the Agreement does not have the legal protection set out in the Housing Act 1988, as amended, nor other legislation protecting residential tenancy agreements.

This is a separate agreement to any agreement you may have in relation to tuition fees. If you withdraw from your course, then you will still be liable for accommodation fees, as per this Agreement.

Under 18s

If you are under 18 at the time you accept the Agreement, you may be asked to have a person over 18 years of age to join into the Agreement to guarantee your obligations. This is often a parent or guardian; but it does not have to be, as long as we are satisfied that it is an appropriate person. The Agreement will still be legally binding on you but, it will also be legally binding on the person standing as your guarantor – but only if you do not comply with your obligations.

Summary of key points that you need to be aware of:

¹ Please note: the Guarantee is a separate document

Once signed, this is a legally binding contract with the College. This is separate to any other contract you may have with the College for the provision of education. If you withdraw from your course, then you will still be liable for accommodation fees, as per this agreement.

This agreement creates a licence, not an assured shorthold tenancy. This means you do not have the usual rights of landlord and tenant.

If you decide to move out of accommodation after your first 2 weeks in accommodation, but before 11th January 2027, for instance, because you have decided to withdraw from the course, then you will be charged for accommodation up to and including 11th January 2027.

If you decide to move out of accommodation on or after 11th January 2027 you will be liable for the balance of your Accommodation Fee for the remainder of your Period of Residence. See clause 3 (Ending this Agreement) for further details.

Please note that food and accommodation are not separate elements of the Accommodation Package. The catering element of any Accommodation Package will be loaded each week onto your Food Card. 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 12 (Force Majeure) 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, after which any remaining balance on your Food Card will be reduced to £0.00 (unless clause 12 (Force Majeure) applies).

Accommodation Handbook Rules/Student Charter/Behaviour

You must adhere to the rules contained in the Accommodation Handbook. Any breaches of the Accommodation Handbook rules will be referred to the Residential Services Manager and may result in action being taken against you under the College's behaviour policy, which could see you removed from accommodation and being liable for the balance of any fees that may still be due.

Accommodation during holidays and over half-term

Residential accommodation during holidays or half-term is strictly by prior arrangement only and must be discussed with the Head of Accommodation and the Residential 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; but are also available on the College website at <https://www.askham-bryan.ac.uk/term-dates/> .

Please note: only the Accommodation team can make changes to this Agreement. Your course manager or tutor is not authorised to make any changes or promises in relation to this Agreement. Any changes to this Agreement will be confirmed in writing to you.

1. Period of Residence

- 1.1 The Period of Residence granted by this Agreement is the period of residence starting and ending on the dates confirmed to you by the Accommodation team when they accept your booking, unless the Agreement ends earlier in accordance with the terms of this Agreement.
- 1.2 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. Residential students are, however, allowed to have visitors stay one night per week at the discretion of the Student Residential Services Manager.

Please note: All FE students (including over 18 FE's) must leave their room at every holiday period. HE students are able to stay in their room over the breaks apart from the Christmas period. If you are studying a FE course you may be asked to completely clear your room during half terms, Christmas & Easter. Storage charges of £75 per week will be incurred if you fail to remove your belongings when instructed to do so.

Please note: if you do move out of your accommodation before the end of the Period of Residence, you could still be liable for fees. See clause 3 (Ending this Agreement) for further details.

2. Payment of Accommodation Fee and Deposit

Deposit

- 2.1 There is a refundable Deposit of £300 payable in addition to the Accommodation Fee.
- 2.2 The College shall hold the Deposit against dilapidations, breakages and unpaid accounts for which you are liable under this Agreement.
- 2.3 Subject to clause 2.4, the Deposit will be returned to you (without interest) as soon as reasonably practicable after you have vacated your accommodation at the end of the Period of Residence or sooner, if you decide to move out of your accommodation before then. If there is a balance still due in respect of your Accommodation Fee when you come to leave accommodation, then your Deposit could be withheld until any outstanding fees are paid.
The Deposit will only be returned to the person who paid this originally once all accommodation fees and any applicable fees have been paid.
- 2.4 **We may make deductions from your Deposit before this is returned to you if you or your visitors have caused damage to your accommodation/communal areas. See clauses 2.5, 2.13, 2.16, 2.17 and 2.18 for further details.**

- 2.5 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.**
- 2.6 **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 the College thus leaving the Deposit intact (assuming there are no further deductions to be made when you come to leave your accommodation).**

Accommodation Fee

- 2.7 The Accommodation Fee payable depends on the accommodation and type of catering option that you take:
- self-catering;
 - standard room with catering;
 - or en suite with catering.

Self-catering rooms are only available for students aged 18 or over as at 1st September and are subject to availability.

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.**

- 2.8 The Accommodation Fee is to be paid as follows:

Further Education students

- 2.8.1 **The Accommodation Fee can be paid in full or 10 equal instalments.** If in instalments, **the first instalment will be due 21st August 2026, and keys will not be released until the Recurring Card Payment has been set up and 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 2.8.2 below).
- 2.8.2 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 9 instalments) upon receipt of invoice; or
- the remaining nine instalments to be paid monthly by Recurring Card Payment (details to be specified on an annual basis). Details of the Recurring Card Payment scheme are available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/>

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

2.8.4 The outstanding balance must be cleared with 21 days of you moving out of accommodation.

Higher Education students

2.8.5 There are three ways to pay your accommodation fees –

- One (1) single payment (to the value of the remaining 9 instalments) upon receipt of invoice; or
- Your accommodation fee can be **split into 4 payments**. The **1st instalment of £400 is due on or before 21st August 2026, keys will not be released unless this payment has been made** by 21st August 2026, the remaining 3 instalments can then be paid by recurring card payment in line with your student loan payments (25th September, 25th January, 25th April);
- Your full accommodation fee will be **split into ten equal instalments; the first instalment will be due on or before 21st August 2026, keys will not be released unless this payment has been made** by 21st August 2026, the remaining nine instalments can then be paid by recurring card payment from September to May.

2.8.6 You will pay the remaining instalments of the Accommodation Fee to the Finance Department by Recurring Card Payment (details to be specified on an annual basis). Details of the Recurring Card Payment scheme are available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/> **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.

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

2.8.8 The outstanding balance must be cleared with 21 days of you moving out of accommodation.

Higher Education Vet Nursing (1st Year only)

2.8.9 The Accommodation Fee can be paid in full or 8 equal instalments. If in instalments, the first instalment will be due **21st August 2026**, 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.

2.8.10 You will pay the remaining 7 instalments of the Accommodation Fee to the Finance Department by Recurring Card Payment (details to be specified on an annual basis). Details of the Recurring Card Payment scheme are available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/>

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

2.8.12 The outstanding balance must be cleared with 21 days of you moving out of accommodation.

2.9 The College reserves the right to charge interest on any unpaid elements of the Accommodation Fee in accordance with the Student Collections Policy which is available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/> and also on the student intranet. See also clause 2.15.

2.10 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.

NB if you want to discuss alternative payment options, please speak to the Finance department.

Food Card

2.11 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 them to purchase food and beverages through any of the College's catering outlets.

2.12 If you opt for a room with catering, you must ensure that any monies still on your Food Card by the end of the academic year 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

- 2.13 **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.**
- 2.14 **Unless clause 12 (Force Majeure) applies, after 3 failed collection attempts, you will be asked to leave accommodation and formal debt collection procedures will be instigated which may result in legal action.** The College also reserves the right to pass on to you or, if you have a guarantor, to your guarantor, any charges it incurs in relation to any attempts by the College to collect the Accommodation Fee from you.
- 2.15 **In the event of any legal action, then the College reserves its right to pursue you or, if you have a guarantor, to your guarantor, 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.**
- 2.16 **If you are suspended from College, then you must immediately return your keys.** You will not be allowed to return to your accommodation unless either accompanied by a member of the Accommodation, Transport and Conferencing team or Student Services team.

Please note: you remain liable for any accommodation fees whilst you are suspended.

- 2.17 At all times students in residential student accommodation agree to follow and abide by all College policies including the Student Charter and Drugs and Alcohol (Students) Policy which are available on the student intranet.

Cost of repair or damage caused to your room

- 2.18 You will be charged for the cost of repair or damage caused in your room, or replacement cost of any missing items.

Damage to communal areas

- 2.19 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. Ending this Agreement

- 3.1 **You can end this Agreement at any point, provided you give us notice in writing** (letter or email) of your intention to do so. However, please note, *when* you give us notice will determine what you will still have to pay us for your accommodation.
- 3.2 **You must tell someone in the Accommodation team that you want to move out.** It is not enough to just let your course manager or tutor know. **If you tell someone other than someone in the Accommodation team that you want to move out, you could still be liable for the full balance of your Accommodation Fee.**

Ending this Agreement during your first 2 weeks in accommodation

- 3.3 If you decide to move out of accommodation within two weeks of moving in to accommodation, for instance, because you have decided to withdraw from the course, you will only be charged for the days, including part days, of the time you actually spent in accommodation. Otherwise, you will be liable for the balance of any fees up to **11th January 2027**

Ending this Agreement after your first 2 weeks in accommodation, but before 11th January 2027

- 3.4 If you decide to move out of accommodation after your first 2 weeks in accommodation, but before **11th January 2027**, you will be charged for accommodation up to and including **11th January 2027**.
- 3.5 You must, however, let the Accommodation Office know in writing (letter or email) before **11th January 2027** that you intend to move out, otherwise you will be liable for the balance of your Accommodation Fee for the remainder of your Period of Residence.
- 3.6 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. 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 10 (Notices) below).

Ending this Agreement on or after 11th January 2027

- 3.7 If you decide to move out of accommodation on or after **11th January 2027**, you will be liable for the balance of your Accommodation Fee for the remainder of your Period of Residence. You must, however, let the Accommodation Office know in writing (letter or email) that you want to move out.
- 3.8 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. 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 10 (Notices) below).

Extenuating Circumstances

3.9 You can ask the College to end this Agreement, however, at any point, in light of extenuating circumstances. Extenuating circumstances are serious and exceptional factors outside your control such as hospitalisation or incapacitation through injury or illness, which adversely affect or affected your performance during your study. It will, however, be at the College's discretion whether the Agreement can come to an end. If you think this applies to you, please speak to the Accommodation team. **Please note: you could still be asked to pay some/all of your fees, depending on the circumstances.**

3.10 The College also reserves the right to terminate this Agreement with immediate effect and without notice to you, and at any point during your Period of Residence, if as a result of action being taken against you, you are **excluded or suspended** from the College and or from accommodation, or for **safeguarding reasons**.

Please note: If you are suspended from College, then you must immediately return your keys. You will not be allowed to return to your accommodation unless either accompanied by a member of staff from the Accommodation, Transport and Conferencing team, or a member of the Student Services team. See clause 2.16 above.

3.11 In the event that clauses 3.9 or 3.10 apply (exclusion, suspension, for safeguarding reasons and or following an unsuccessful appeal against a Support for Continuing Studies 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

3.12 Either you or the College may terminate this Agreement in the event of a Force Majeure Event, as defined by clause 12 (Force Majeure). Termination, must, however, be in accordance with the procedure as set out in clause 12.

4. Standard of Accommodation

4.1 We will provide accommodation that is maintained to a reasonable standard and complies with health and safety laws.

4.2 We will ensure that the furniture provided is of a reasonable standard.

4.3 We will ensure the communal areas such as the kitchens and corridors of the onsite residences are cleaned on a regular basis.

4.4 We will carry out repairs within a reasonable period of time from when we are informed that there is a problem with your accommodation.

Changing your accommodation

- 4.5 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, e.g. 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.

Planned works and maintenance

- 4.6 The College also reserves the right to require you to move to similar alternative accommodation due to planned building works and alterations or for maintenance or for other operational reasons. Unless in the event of an emergency, the College will provide you with reasonable notice.

Accommodation rendered uninhabitable

- 4.7 If the accommodation is rendered uninhabitable for any reason, for example by fire, the College shall endeavour to provide alternative accommodation. If alternative accommodation is not available within the College, we may refund any part of your Accommodation Fee you have paid in advance which corresponds to the period in which the accommodation was unavailable to you.

Use of accommodation and communal areas

- 4.8 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.
- 4.9 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.
- 4.10 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 and the College reserves the right to ask you to move out of accommodation.** The College's standard charge for an extra clean is £30.

- 4.11 You agree to adhere to the rules contained in the Accommodation Handbook. **Any breaches of the Accommodation Handbook rules will be referred to the Residential Services Manager and may result in action being taken against you under the College's Support for Continuing Studies Policy.**
- 4.12 You also agree to comply at all times with the Askham Bryan College policies, in particular the Student Charter, and with all reasonable instructions given to you by staff, in particular the Head of Accommodation and Residential Services Manager. Failure to adhere to the Student Charter or obey a reasonable instruction from a member of staff or the Head of Accommodation could lead to action being taken against you under the College's Support for Continuing Studies Policy, which could also potentially see you removed from accommodation. **If you are removed from accommodation, for any reason, you could still be liable for fees.**
- 4.13 **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.**
- 4.14 **You also agree to make the College aware of any changes in any existing medical conditions you have declared to the College or new medical conditions. Please note: if is your responsibility to declare any medical conditions.**
- 4.15 **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.**

Visitors

- 4.16 All visitors must be booked in 14 days in advance. See the Accommodation Handbook for further details.
- 4.17 You will be held responsible for the conduct of any visitors in your accommodation, especially if they cause any damage. If any damage is caused by you or your visitors, then you will be responsible for the cost of any repairs/replacements. This also applies to damage caused to your living space, which also includes shared and communal areas, in addition to your room.
- 4.18 **All student accommodation is designated as non-smoking and you and your visitors are not permitted to smoke in any part of the block.**
- 4.19 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.

ID and lanyard

4.20 You agree to carry your ID card and wear your lanyard at all times. Your ID must be visible at all times.

Electrical Appliances and PAT testing

4.21 Electrical appliances such as televisions, mini fridges/coolers, stereos and computers must be PAT tested. The College will arrange for items to be PAT tested during the Autumn term (September/October). Any electrical items brought into accommodation by you after that date must be electrically safe and it will be your responsibility to prove that to the College, to the College's satisfaction e.g. by producing a PAT testing certificate.

4.22 If electrical items such as televisions, mini fridges/coolers, stereos and computers are brand new (out of the box), you do not need to carry out PAT testing, but you will need to provide the receipt to prove when it has been purchased. Inspections will be done at random at the start of the academic year. Where an electrical item fails the PAT test, it will be removed from accommodation.

4.23 Additional PAT testing will be charged for at £10 per room.

4.24 You also agree:

- i) to ensure that each of your own electrical appliances is fitted with the correct fuse and only one appliance is wired to one plug;
- ii) not to overload electrical sockets; and
- iii) not to bring air fryers or heating equipment, including electric clothes driers or appliances with a high electrical consumption into Accommodation.

5. Respect for your living environment

5.1 You may not keep animals of any description. The only exception is if you have an Assistance Dog and have first applied to bring your Assistance Dog on site, as per the College's Assistance Dogs Policy, details of which are available at <https://www.askham-bryan.ac.uk/publication-scheme-assistance-dogs/>.

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 or fire doors or cause any damage to fire doors (which is a criminal offence), 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 as the keys and security of your room are your responsibility, any damage caused in your room and costs incurred for repair are your responsibility, regardless of whether you caused the damage or not.
- 5.10 The cost of replacement keys varies according to where you stay in accommodation and what type of room you have:
- Key fobs - **£5**
Keys (standard lock) - **£25**
- 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 under 18 before the 1st September when you sign this Agreement, then these additional rules and regulations will apply to you and will continue to apply to you for the whole academic year. Once you turn 18, it is your responsibility to arrange a meeting with Student Services.**
- 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 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 23:00 hrs.
- 6.5 Students under 18 years of age must not possess or consume alcohol or any other mind-altering substance(s) on College premises or at any time be under the influence of alcohol or any other mind-altering substance(s) whilst on site¹.
- 6.6 All students are allowed to leave site, provided they fob out and fob back in on their return to campus. Under 18s, however, must be back in their blocks by 11pm and have fobbed back into their building.
- 6.7 Students under 18 must have written permission from parents to parentpermission@askham-bryan.ac.uk authorising their child to stay offsite. This process is described in more detail in the Accommodation Handbook.
- 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 Residential Services Manager. A minimum of 14 days' notice is required. **Please note: weekend stays are only possible in exceptional circumstances.** i.e. international students who are unable to return home at the weekend, students whose home address is more than 4 hours away, etc.
- 6.9 **Students under 18 are not permitted to enter any accommodation block other than their own.**
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 action being taken against you under the Support for Continuing Studies Policy, which could see you removed from accommodation.**

¹ over 18s are subject to the College's Drugs and Alcohol Policy (Students)

8. Fire Safety

- 8.1 You agree to adhere to all fire regulations and respond to fire alarms.
- 8.2 If you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point.
- 8.3 You agree to have due regard to the fire evacuation procedures and evacuate your accommodation on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and the emergency services.
- 8.4 You agree not to obstruct communal areas or fire escape routes nor prop open or otherwise tamper with the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect.
- 8.5 You agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your fellow students at high risk.

9. Registering with a GP (international students only)

- 9.1 In order to facilitate access to local health services, residential students from addresses outside the UK are required to register with a medical practice local to the York site within 2 weeks of their arrival on campus. This process will be supported by College staff.

10. Notices

- 10.1 Any notice or other communication will be deemed to have been received:
 - 10.1.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or
 - 10.1.2 if sent by email, at the time of receipt. Emails will be deemed received the same day they are sent;
 - 10.1.3 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 12.7 applies and it is impractical to give written notice.
- 10.2 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.

11. Vacating accommodation (unless clause 12 (Force Majeure) applies)

Holidays and the summer period

- 11.1 Students will normally be expected to remove all belongings from accommodation during holidays and the summer period, unless otherwise advised by the College. Failure to do so may result in **storage charges of £75 a week** 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). Any belongings not claimed after three months will be deemed as lost property and disposed of by the College, at the College's discretion. Items left in student accommodation which are clearly rubbish, or are perishable foodstuffs, will be disposed of in the waste streams as is normal practice when cleaning rooms. Please see the College's Lost Property Procedure for further details, which is available on the student intranet.
- 11.2 Residential accommodation during holidays or half-term is strictly by prior arrangement only and must be discussed with the Head of Accommodation and Residential 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

- 11.3 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.**
- 11.4 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.**
- 11.5 **If you do not voluntarily leave accommodation after the Period of Residence or after this Agreement has been terminated in accordance with clause 3 (Ending this Agreement), 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 or, if you have a guarantor, your guarantor, for the costs of and associated by any such action.**

12. Force majeure

12.1 Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. See clauses 12.4 – 12.12 for further details.

12.2 Events beyond the College's reasonable control include, but are not limited to:

- earthquake;
- flood;
- war, acts of terrorism;
- storm;
- natural disaster or act of God or of public enemies;
- national emergency, epidemic or pandemic;
- government acts or advice in response to war, 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.

12.3 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

12.4 In the event of a force majeure event as defined at clauses 12.1 and 12.2 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.

12.5 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.

12.6 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.

- 12.7 Where circumstances permit, any such notice under clauses 12.5 and 12.6 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.
- 12.8 **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 10 (Notices).

Refunds

- 12.9 In the event that clause 12.8 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.
- 12.10 The extent of any refund will depend on your personal circumstances, for instance, whether you have paid for all of the Accommodation Package upfront 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 12.5 or 12.8, whether a return to accommodation is possible after the Force Majeure Event, and any Government guidance or advice that may apply at the time.
- 12.11 The return of your Deposit will still be subject to clause 2 (Payment of Accommodation Fee and Deposit).

Vacating your room in the event of a Force Majeure Event

- 12.12 Where you are asked to vacate your accommodation in the event of a Force Majeure Event, 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.

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, i.e. 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
- 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 at <https://www.askham-bryan.ac.uk/publication-scheme-data-protection/> and student intranet.

14. Jurisdiction and Governing Law

- 14.1 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.