# ACCOMMODATION AGREEMENT

<table>
<thead>
<tr>
<th><strong>Date</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Host</strong></td>
<td>University of Liverpool of Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX</td>
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<tr>
<td><strong>Guest</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Residence</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Content</strong></td>
<td>Furnished – The fixtures and fittings at the Property, together with any furniture, carpets, curtains, and other effects listed in the inventory (where applicable).</td>
</tr>
<tr>
<td><strong>Room/Cluster No(s) in the Residence</strong></td>
<td></td>
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<tr>
<td><strong>Arrival Date/Time</strong></td>
<td>/ (am/pm)</td>
</tr>
<tr>
<td><strong>Departure Date/Time</strong></td>
<td>/ 10 am</td>
</tr>
<tr>
<td><strong>No. of Nights</strong></td>
<td></td>
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<tr>
<td><strong>Accommodation Charge (Per Day/Week) (£)</strong></td>
<td>£ per ...........................</td>
</tr>
<tr>
<td><strong>Amount Payable (£)</strong></td>
<td>£ Paid ……………..(date)</td>
</tr>
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</table>

Signed by the Host
.................................................................
Dated
.................................................................

Signed by the Guest
.................................................................
Dated
.................................................................

Check-out time on the day of departure is 10am. All keys/fobs should be returned to management by 10am on the departure date. If any keys or fobs are not returned the Guest will be liable for a charge of £25 per item. There is a late checkout penalty of £10 for every 2 hours or part thereof after 10am if the room/cluster is not vacated.

By signing this agreement you are agreeing to the standard terms enclosed. Please ensure you read them fully prior to signing.

We hope you enjoy your stay with us at the University of Liverpool.
Accommodation Agreement 2013 (Staff, Guests & Visitors)

Standard Letting Terms

1. **GENERAL**

1.1 Reference in this agreement to the Host shall include the Host’s Agent and other representatives.

1.2 Where two or more persons are together the Host the Guest or the Guarantor they are responsible for their obligations jointly and severally.

1.3 Clause and paragraph headings are for convenience only and shall not affect the construction of this deed.

1.4 Normal residential use of electricity, water and sewerage utility services is included within the Accommodation Charge. The Host reserves the right to recharge the Guest for non-residential or wholly unreasonable or excessive use of the utility services.

1.5 “Period of Stay” means the period from and including the Arrival Date to the Departure Date or the actual day the Guest leaves the Room/Cluster (if later).

2. **ACCOMMODATION CHARGE AND OTHER PAYMENTS**

2.1 The Guest agrees:

2.1.1 To pay the Host for the duration of the Period of Stay the Accommodation Charge notwithstanding the fact that the Guest may cease to occupy the Room/Cluster during such period for whatever reason.

2.1.2 To make payment of the Accommodation Charge in advance by the required date.

2.1.3 That payment of the Accommodation Charge will be made by credit or debit card.

**NOTE:** - the Host operates in pounds sterling (GBP) only.

2.1.4 To reimburse the Host immediately on demand in respect of any costs or charges payable by the Host as a result of any payment by the Guest not being duly honoured or being made after the due date for payment under this Agreement.

2.1.5 To pay the Host within 7 days of the Guest receiving an invoice, any outlay, such as insurance excess up to a maximum of £10,000 and/or cost of repair/renew of damage as a result of any damage caused by the negligence of the Guest as a result of breach or non compliance this agreement and/or any of the Host’s rules and regulations in relation to residing at the Room/Cluster set out in this agreement.

2.2 If the Guest advises the Host before the Departure Date in writing that the Guest no longer wishes to occupy the Room/Cluster then the Guest will remain liable for the whole of the Accommodation Charge for the Period of Stay.

2.3 The Guest will promptly pay for the Period of Stay all charges for electricity consumed or supplied to the Room/Cluster (in excess of the level provided by the Host as referred to in clause 1.4)

2.5 The termination or surrender of this Agreement does not cancel any outstanding obligation which the Guest owes the Host.

2.6 The Host’s rights under this clause are in addition to any other rights the Host has under this Agreement. In particular the Host reserves the right to seek compensation for a breach of this Agreement or to recover any unpaid Accommodation Charge and the Host may pursue other rights and remedies it has as it sees fit.
3. TERMINATION

3.1 The Host may (by written notice to the Guest) terminate this Accommodation Agreement immediately if:

3.1.1 the Guest shall fail to pay the Accommodation Charge in accordance with the terms of this Accommodation Agreement; or

3.1.2 the Guest is in breach of any of the obligations contained in this Accommodation Agreement whereupon the Guest shall vacate the Room/Cluster forthwith but shall remain liable for the Accommodation Charge for the whole Period of Stay; or

3.1.3 the Guest:

3.1.3.1 commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the Room/Cluster, the Residence Common areas or the Residence itself; or

3.1.3.2 indulges in drunkenness or the misuse of drugs;

3.1.3.3 uses the Room/Cluster or the Common areas for any unlawful purpose;

3.1.3.4 uses abusive, violent and or threatening behaviour

3.1.3.5 uses any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident or the Host AND the effect of such termination will be to end the Period of Stay but will not release the Guest from any outstanding obligation and the Guest will still be liable for the whole Accommodation Charge for the full Period of stay and any other payments due.

4. HOST’S OBLIGATIONS

Throughout the Period of Stay the Host will:

4.1 give the Guest exclusive uninterrupted occupation of the Room/Cluster and the right (shared with others) to use the common areas of the Residence during the Period of Stay for as long as the Guest complies with the Guest’s obligations under this Accommodation Agreement.

4.2 Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the Period of Stay;

4.3 Refund to the Guest any Accommodation Charge paid for any period in which the Room/Cluster is totally uninhabitable or inaccessible as a result of any damage caused by or resulting from the Guest save where loss of Accommodation Charge is not recoverable under the Host’s insurance policy by reason of the Guest’s action.

4.4 Use all reasonable endeavours to arrange for the common areas of the Residence to be cleaned and adequately lit.

5. GUEST’S OBLIGATIONS

Throughout the Period of Stay the Guest agrees:

5.1 To pay the Accommodation Charge in advance.

5.2 to allow the Host access to the Room/Cluster at any time for the purposes of inspection and the carrying out of repairs maintenance and cleaning of the Residence.

5.3 To clean and keep in a tidy condition the Room/Cluster and the common areas of the Residence.

5.4 Not to use the Room/Cluster otherwise than as private living accommodation.

5.5 Not to share the occupation of the Room/Cluster or any part of it nor do or cause
Accommodation Agreement 2013 (Staff, Guests & Visitors)

anything to be done whereby the occupation of the Room/Cluster is shared with any other person (except with other authorised licensees of the Host) and not under any circumstances to part with possession of the whole or part of the Room/Cluster.

5.6 Not to have overnight visitors longer than two consecutive nights and to ensure that any visitor signs in with security or the Residence manager on arrival at the Residence and on departing the Residence provided that the Host shall be entitled to refuse entry to any visitor in its absolute discretion where such visitor has previously caused the Guest to breach or the Host reasonable considers may cause the Guest to breach the terms of this agreement.

5.7 Not to do permit allow or suffer to be done in the Residence or Room/Cluster anything which may be a nuisance or annoyance or cause or create any discomfort or inconvenience to the Host or to other residents of the Residence and in particular not to make nor permit the making of any noise between 2300 hours and 0800 hours so as to audible outside of the Room/Cluster.

5.8 To keep and deliver up the Room/Cluster and the Host's furnishings and appliances and effects in a good and clean and tidy condition (fair wear and tear expected) and not to remove any of the said furnishings and effects from the Room/Cluster and if at the termination of this Accommodation Agreement either the Room/Cluster are damaged or the said furnishings and effects are damaged or lost, to pay the Host on demand the amount or value of such loss or damage.

5.9 Not to make any additions or alterations to the Room/Cluster nor to make any alteration to the decoration of the Room/Cluster.

5.10 Not to tamper, force or in any way open the windows of the Residence beyond their restricted opening, which have been restricted for Health and Safety purposes.

5.11 To keep the Room/Cluster in a clean and tidy and proper condition at all times and to dispose of all refuse in accordance with the directions made by the Host in this regard from time to time.

5.12 Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Room/Cluster.

5.13 Not to install a private telephone at the Room/Cluster.

5.14 Not to erect any external television aerial or appliance for any television sets used at the Room/Cluster.

5.15 To hold a current television licence for any television sets used at the Room/Cluster.

5.16 Not to have at the Residence, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, woks, candles, incense sticks, oil burners or oil lamps or cooking appliances except those provided by the Host at the Room/Cluster and to observe fire and safety precautions at all times.

5.17 Not to wedge or jam open any fire door and in particular any kitchen door.

5.18 To be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Residence by a Guest or visitor of the Guest.

5.19 Not in any way to misuse any fire alarm or fire safety appliance at the Residence or tamper with or obstruct any smoke or heat detectors.

5.20 To respond immediately if the fire alarm at the Residence is rung by following the evacuation procedure for the Residence.

5.21 Not under any circumstances whatsoever to take or allow to be taken into or on to the Room/Cluster, the common areas of the Residence (except in such places as the Host may from time to time designate) any bicycles or motorcycles. In the event that the Host is required to remove any bicycle stored in breach of this clause to pay the Host on demand £25.00 (including VAT) before the release of the bicycle to the Guest.

5.22 To notify the manager of the Residence of any intended absence from the Room/Cluster for a period of three consecutive nights or longer.
Accommodation Agreement 2013 (Staff, Guests & Visitors)

5.23 Immediately to give notice to the Host (and the manager of the Residence) of any failure in water, drainage, electrical or other services at the Room/Cluster.
5.24 Not to bring any weapons or imitation weapons of any form into the Residence or the Room/Cluster.
5.25 Not to bring any illegal drugs or substances whether for the Guest own use or otherwise unless prescribed by a bona fide Medical Practitioner into the Room/Cluster or the Residence.
5.26 Not to do or permit to be done on the Room/Cluster anything or act whereby the insurance policy of the Residence may become void or voidable or whereby the premium thereon may be increase.
5.27 Not to set off a fire alarm without due cause (even if accidentally), and the Guest further agrees that if the Guest or Guest’s visitor does set off a fire alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the Residence, the Guest shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Host.
5.28 Not to use or suffer the Room/Cluster to be used for any illegal purposes.
5.29 Not to smoke in any part of the Residence at any time.
5.30 To report the loss of any keys to the Room/Cluster or the Residence immediately to the manager of the Residence and on termination of this Accommodation Agreement to immediately return all such keys to him PROVIDED THAT in any case it is agreed that leaving any keys to the Room/Cluster with the security/management personnel at the Residence will not in any circumstances be deemed as acceptance of termination of this agreement by the Host.
5.31 Should the Guest wish to leave the Room/Cluster for any reason prior to the end of the Period of Stay, the Guest shall still remain liable for the Accommodation Charge for the Room/Cluster for the whole Period of Stay.

6. GENERAL PROVISIONS

6.1 This Agreement shall take effect to the provisions of Section 11 of the Landlord & Tenant Act 1985 (if applicable).
6.2 In the event that there is more than one Guest named in this Agreement, then their liability is joint and the Room/Cluster occupied as one household.
6.3 Should any term in this Agreement be held invalid, illegal or unenforceable then the remainder of this Agreement and the application of such term shall not be affected thereby and each term of this Agreement shall be valid and enforceable to the extent permitted by law.
6.4 Notice under Section 48 of the Landlord and Tenant Act 1987 (if applicable).
6.4.1 The Guest is hereby notified that notices (including notices in proceedings) must be served on the Host by the Guest at the following address:

   RESIDENCE NAME:  Vine Court
   RESIDENCE ADDRESS  35 Myrtle Street, Liverpool, L7 7AJ

7. AT THE END OF THE PERIOD OF STAY

At the end of the Period of Stay, the Guest agrees:
7.1 To vacate the Room/Cluster and remove all of their belongings from the Room/Cluster and leave the Room/Cluster and items in the same clean state and condition as they were at the beginning of the Period of Stay. If the Guest fails to remove any of their property from the Room/Cluster within 3 days after this Agreement comes to an end then the Host may sell such property as the agent of the Guest and the Guest will indemnify the Host against any liability to a third party whose property is sold by the
Host in the mistaken belief that such property belonged to the Guest. If after 2 months the sale proceeds net of any disposal and reasonable management costs have not be claimed by the Guest the Host shall be entitled to keep them.

7.2. Jointly and severally with the other users of the common areas ensure that they are left in the same clean state and condition as they were in at the beginning of the Period of Stay.

7.3. To ensure that any room item or shared item which may have been moved during the Period of Stay is returned to the location that they were in at the beginning of the Period of Stay.

7.4. Not to leave any refuse or belongings for disposal within the Residence, and if any such refuse or belongings are left by the Guest, then the Guest agrees to pay the Host £10 for each and every item left.

7.5. To pay the Host for the rectification, repair and/or replacement of any fixtures, fittings and finishing’s damaged by the Guest, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination caused by smoking.

7.6. To return to the Host all keys/fobs and for any such item not returned at the end of this Agreement the Guest will pay to the Host the administration fee and replacement key charges of £25.00 per item together with the cost of supplying and fitting replacement locks.