Important Notice

This Agreement is a Student tenancy under paragraph 8 of Schedule 1 of the Housing Act 1988, and is strictly for the following duration only;

Name:

Date: Contract Start to Contract End

Hall Name

Room Number & Bedroom Type

Total Payable £

Any occupancy of the Residence by the Student outside these dates will only be permitted if University grants such rights in writing be subject to a separate Agreement.

This is a formal document intended to create legally binding obligations between the Student and the University – the Student must make sure they read and understand it before committing to it by confirming online that the Student accepts the Accommodation Offer as defined below. If anything is unclear then please ask the Accommodation Office.

Through distance selling regulations, you have the right to cancel this contract within 7 working days from the date of acceptance. Please note that beyond this timeframe you are bound by the terms and conditions as set out in this document.

THE STUDENT MUST ALSO AQUAINT THEMSELVES WITH THE REGULATIONS SPECIFIC TO THE RESIDENCE. THESE ARE PUBLISHED ON OUR “CURRENT STUDENTS” SECTION OF THE ACCOMMODATION WEBSITE AVAILABLE TO ALL RESIDENT STUDENTS. IN PARTICULAR, THE STUDENT MUST BECOME FAMILIAR WITH THE RELEVANT FIRE REGULATIONS

The Student agrees to comply with their obligations in this Agreement. The following terms of occupancy apply to the Accommodation and the Common Parts in the above mentioned Hall of Residence (known as the “Residence”) and shall form part of the Agreement between the Student and the University.

**Accommodation:** Accommodation at the Residence as described in the Accommodation Offer.

**Accommodation Contents:** The fixtures fittings and equipment in the Accommodation.

**Accommodation Fees:** The amount specified in the Accommodation Offer payable in advance. This sum includes the price of the Services.

**Accommodation Offer:** The formal offer made by the Head of Accommodation to the Student.

**Accommodation Office:** Located at Crown Place, 202 Brownlow Hill, Liverpool, L3 5UE (accommodation@liverpool.ac.uk)

**Application:** The online application made by the Student for accommodation at the University of Liverpool.

**Common Parts:** Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the Residence which it is necessary for the Student to use to access the Accommodation.
Contents: The Accommodation Contents and the Residence Contents.
Deposit: The amount of deposit specified in the Accommodation Offer.
Halls Handbook: Additional information, procedures, rules etc. governing occupation of the Residence made available on the current students webpages.
Occupancy: The Period of Residence specified in the University's offer of Accommodation.
Payment Date(s): The date(s) due for payment of Accommodation Fees being 14 days after the date on which the University issues its invoice for Accommodation Fees, or the later date(s) specified in a Payment Plan as defined below.
Premises: All Land and Buildings belonging to the University.
Residence: The Residence named in the Accommodation Offer.
Residence Contents: The fixtures fittings and equipment at the Residence which are for students' use but which are not allocated to any student's room.
Rights: The rights (as applicable) set out in Schedules 1 and 3
Services: The facilities and services (as applicable) set out in Schedules 1, 2 and 3
Special Conditions: Additional Rules and Regulations applicable to catered or self-contained Accommodation as per Schedule 1.
Student: The student named in the University's Accommodation Offer, whose home address shall be as stated in the Application unless notified in writing to the contrary by the Student.
University: All buildings belonging to the University (if any) and not just the main University building whose address is given on the first page of this Agreement.
UUK Code: Universities UK/Guild Code of Practice for the Management of Student Housing.

Agreement
The University grants the Student Rights in accordance with the general conditions set out below as defined in Schedule 3 to the Student during the Occupancy only on the terms and conditions set out in this Agreement; in the current students website which can be viewed at http://www.liverpool.ac.uk/accommodation/current-students/ and in Endsleigh Insurance's Block Halls Insurance policy which can also be viewed at http://www.liverpool.ac.uk/accommodation/documents/ and the UUK Code at http://www.uukcode.info/

1. General conditions
1.1 That the Student remains for the duration of this Agreement a full-time enrolled student at the University. The Student must notify the Accommodation Office as soon as possible if the Student ceases to be such a student with the University and/or withdraws from the University.
1.2 The University grants the Student the right to occupy the Accommodation in the Residence and the right to use the Common Parts and the Contents (which the University provides for shared use by other occupiers of the Residence) for the duration specified subject to the University's
right to terminate this Agreement early and to the Student at all times observing the terms and conditions, rules and regulations set out in (a) – (g) below which shall each form part of the Agreement between the Student and the University and which can be found on the website below
http://www.liverpool.ac.uk/accommodation/documents/

a. these Terms of Occupancy (and the attached Schedules) or any alterations to these Terms of Occupancy (and the attached Schedules) which the University shall publish in the form of a notice, on the above web link and in writing to the Student;
b. the Disciplinary Procedures (found using the above link) or any alterations to the Residents' Disciplinary Procedures which the University shall publish in the form of a notice;
c. the Payment Plan;
d. the relevant Car Parking Regulations (if car parking is available at the Residence) or any alterations to the relevant Car Parking Regulations which the University shall publish as before;
and
e. the Student Regulations and Procedures;
f. the Terms and Conditions in the Halls Handbook Code of Practice for Halls of Residence;
g. the Endsleigh Insurance's Block Halls Insurance policy.

1.3. The Student hereby authorises the University to use his/her personal data for all lawful purposes in connection with this Agreement (including debt recovery, crime prevention, the University's Block Halls Policy with Endsleigh Insurance, allocating rooms or where there is a serious risk of harm to the Student or to others or to the University's or others' property) and all matters arising from the Student's membership of the University which includes social media, student induction and student news platforms.

1.4 This Agreement is not intended to confer any benefit to anyone who is not party to it. The Student rights in the Accommodation are not transferable to anyone else.

1.5 The Student must not at any time sublet or share or part with possession of the Accommodation or any other part of the Residence.

2. The Student obligations

2.1 The Student financial obligations

In exchange for the right to occupy Accommodation, the Student must adhere to the procedures and pay the Accommodation Fees and a booking fee set out as follows:

a. to complete a payment plan in the form of and in accordance with the instructions on the University web payment system http://www.liv.ac.uk/feespayment/accomm_fees/index.htm ("the Payment Plan"), and to pay the Accommodation Fees to the University in advance or on or before the Payment Date(s) as specified in the Payment Plan. The full Accommodation Fees for Occupancy are payable within 14 days of invoice, unless the Student has agreed with the University in advance a Payment Plan. Interest will be incurred if the Student fails to pay on the Payment Date(s) in accordance with the term and conditions as set out on the website below. http://www.liv.ac.uk/feespayment/terms_and_conditions/
b. a booking fee (to cover the University’s administrative costs) as specified in the Accommodation Offer by the date stated in it. The booking fee is non-refundable pre-arrival will become the Deposit once the Student has occupied the Accommodation and the University may use the Deposit to offset any sums of Accommodation Fees and interest which the Student owes to the University under this Agreement, including arrears, administration charges, charges for Accommodation damage, and/or missing or damaged contents.

The Student should be aware that non-payment of any Accommodation Fees due from the Student may result in action being taken against the Student. The University may seek to terminate this Agreement (see clause 9.3 below). In addition, the University may not offer any accommodation to the Student for the next academic year if the Student has any debt outstanding to the University on 31 July in the academic year to which this Agreement applies.
2.2 **The Student’s conduct**

The Student must ensure that the Student and their household act within the law and that they (and guests/visitors where applicable) do not:

2.2.1 bring any form of drugs into the Residence or misuse drugs whether legal or illegal in any part of the Premises – these include the use of legal highs, psychoactive substances and nitrous oxide;

2.2.2 cause other occupiers of the Residence or any other person any injury, disturbance, disruption, distress, annoyance, nuisance, harassment, inconvenience or damage to their property;

2.2.3 act in a manner as to endanger the wellbeing of members of the University and/or the good order of the Residence or which is likely to bring the University into disrepute. This includes (without limitation), for example, damaging fittings/furniture or anti-social behaviour resulting from excessive consumption of alcohol and/or consumption of drugs;

2.2.4 cause any abuse of the fire alarm and safety system;

2.2.5 cause any excessive or unnecessary noise in the Residence;

2.2.6 permit others to occupy the Accommodation without the permission of the University;

2.2.7 allow the Student's health or behaviour, in the reasonable opinion of the University, to constitute a serious risk to the Student or others or the University's or other people’s property. Please note that the Student will need to register with a local General Practitioner within 14 days of arrival at the Hall in order to receive treatment in an emergency from a General Practitioner;

2.2.8 display such conduct or carry out such activities as, in the opinion of the University, renders the Student unfit to be in occupancy or is likely to bring the University into disrepute;

2.2.9 bring firearms (including, without limitation, any replica firearms) and/or any other dangerous or offensive weapon or pressurised container onto any part of the University's premises or property;

2.2.10 bring onto or keep at the Accommodation or Residence or at any of the University's premises (including without limitation the Hall) pets or any living creatures (except for guide dogs and hearing dogs);

2.2.11 hold social functions/parties in the Residence without the prior written consent of the Warden or Hall Manager. Please note that any social function allowed in the Residence must be held strictly in accordance with the further regulations in the Hall Handbook (http://www.liv.ac.uk/accommodation/current-students/) and where applicable with the prior Agreement of the Warden or Hall Manager;

2.2.12 keep any vehicle or vehicle parts in any part of the Residence other than (i) bicycles in the designated cycle bays; or (ii) mobility assistance vehicles and not to ride or drive any vehicle in the Residence unless it is a mobility assistance vehicle. Users of mobility assistance vehicles are requested to contact the University in advance as the University may need to make reasonable adjustments to accommodate the vehicle (without imposing any obligation on the University if the vehicle cannot reasonably be accommodated). Details of car parking arrangements are given in the Halls Handbook;

2.2.13 use the Accommodation for any other purpose than as a living and studying accommodation;

2.2.14 damage Contents in or remove Contents from the Accommodation or any room in the Residence. Please note that an inventory of the Accommodation Contents will be provided to the Student on arrival;

2.2.15 change or damage the decorative finish of the Accommodation or any other part of the Residence;

2.2.16 bring the Students own furniture, curtains, soft lampshades or halogen lamps into the Hall of residence since all furnishings must comply with relevant safety legislation;
2.2.17 add to or change the telephone services to the Accommodation and not to add to or change the technology data services installation or supply in the Accommodation.

2.3 Accommodation

The Student must ensure that the Student and their household (and the guests/visitors where applicable):

2.3.1 keep the Accommodation and Residence clean and tidy and hand it over to the University upon early termination or expiry of this Agreement in a tidy, clean and good condition;

2.3.2 allow the University, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency or where the need for repair (or any other matter affecting the suitability of the Accommodation for habitation) was reported by the Student. In other cases the University will aim (but not be bound) to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.;

2.3.3 make the Accommodation available to the University as required for cleaning (where the Student failed to keep it clean in breach of the Student's obligations to do so) at the times specified by the Hall Manager; and/or

2.3.4 report in writing (except in case of emergencies), immediately as the Student becomes aware of them, any faults and/or repairs required to the Accommodation, the Residence or to the Contents in accordance with the procedure set out in the current students website (http://www.liv.ac.uk/accommodation/current-students/). If as a result of failure to report any faults when the Student become aware of them, damage is caused to the Accommodation, Residence or Contents then the Student shall be responsible for the replacement or repair costs of the damage and any losses suffered by the University as a result;

2.3.5 to comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property;

2.3.6 pay to the University all costs reasonably incurred in enforcing the Student's obligations in this Agreement or arising from a breach of them (including an administration/interest charge of £50 for any (i) change to bank instructions or details without giving notice to the University's Accounts Receivable Department at least 15 working days before the relevant Payment Date, or (ii) return of direct debit, credit card or cheque transaction);

2.3.7 promptly to send to the University a copy of any communication the Student receives which is likely to affect the Residence or the Accommodation;

2.4 Safety and security

The Student shall have regard to the safety and security of the Accommodation, Residence or the Premises and the Student must ensure that the Student (the household and/or the guests/visitors (where applicable):

2.4.1 report the loss of any key and/or electronic device provided to the Student by the University to Hall Manager immediately. Please note, the Student shall be responsible for the reasonable costs of replacing/re-activating any key and/or electronic device and gaining access to a locked room as set out in the University's policy on room lock-outs found at http://www.liv.ac.uk/accommodation/current-students/;

2.4.2 keep the Accommodation door and window locked at all times when absent;

2.4.3 where applicable, when entering and leaving the Accommodation or Residence ensure that the main entrance door is shut and locked behind the Student;

2.4.4 only use fire exits in an emergency and keep fire routes clear of obstructions at all times;
2.4.5 do not cause any obstruction of any Common Parts such as a kitchen, bathroom or other room allocated to the Student under this Agreement and those parts of the Residence which are necessary for the purpose of gaining access to the Student Accommodation;

2.4.6 attend a compulsory fire lecture arranged for the Residence at the start of the academic year;

2.4.7 comply with the Residence's policy on smoking and do not use candles, incense sticks or do anything else which may constitute a fire hazard or require a naked flame;

2.4.8 only use fire alarms and fire appliances for their proper purposes. Please note, termination of this Agreement shall be the minimum sanction applied if the Student is found to be responsible for improperly activating a fire alarm;

2.4.9 do not use electric heaters, paraffin heaters or gas heaters in the Accommodation;

2.4.10 do not keep or use heating, cooking (including, without limitation, chip pans, rice cookers and deep fat fryers) and lighting equipment employing a naked flame and candles and in particular halogen bulbs or decorative mains-powered fairy lights in the Accommodation Residence nor anywhere else on the Premises;

2.4.11 do not use any method of cooking which involves "deep-fat" frying;

2.4.12 do not interfere with electrical wiring or equipment nor overload any electrical circuits by the use of too many electrical appliances. The Student can get advice on this matter from the Hall Manager;

2.4.13 do not put anything harmful or which is likely to cause blockage in any pipes or drains;

2.4.14 do not throw or drop anything whatsoever from windows or balconies of the Residence or any other Hall of Residence;

2.4.15 do not allow anyone into the Residence unless the Student is satisfied that they are a resident or guest/visitor of a resident or are there with the University's authority;

2.4.16 show proof of the Student's right of occupation at the Residence, such as a student's identification card, to any member of the University's staff if they request the Student to do so; and/or

2.4.17 where practicable inform the Hall Manager prior to any overnight absence from the Accommodation during term time (for reasons of fire regulations);

2.4.18 do not alter, add to or do anything which may cause damage to the electrical installation or equipment in the Accommodation or Residence or which may be a fire risk or in any other way put the health and safety or security of others or the University's or other people's property or the Endsleigh Insurance Block Halls Policy at risk.

2.4.19 within 3 days of request either provide a safety certificate for, or remove from the Accommodation, any appliance which in the University’s reasonable opinion, is unsafe otherwise the University may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Occupancy;

2.4.20 do not remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Accommodation or the Contents;

2.4.21 do not bring additional furniture (including items such as fridges, washing machines, rice cookers and portable cookers) into the Accommodation or Residence. Kettles and toasters are permitted, but must only be used in designated kitchens and subject to the University's Health & Safety Policy) and guidance set out in the current students website. A Student who needs to keep medication refrigerated may apply to the Accommodation Office or the Hall Manager, for written permission to keep a fridge the Accommodation, and this will not be unreasonably withheld;
2.4.22 The University may, at the Student's expense, remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this Agreement.

2.4.23 the University may remove any item left in the Accommodation or Residence by the Student at the end of the Occupancy and shall not be obliged to return it to the Student if not collected within 3 months;

2.4.24 repeated failure to comply with this clause 2.4 will result in disciplinary action.

2.5 Common Parts

The Student must ensure that the Student, the household and the Student's guests/visitors (where applicable):

2.5.1 jointly with the other occupants of the Residence, keep any Common Parts (such as a kitchen, bathroom, common or other room and adjoining corridors and stairwells) allocated to the Student under this Agreement clean and tidy at all times and prevent rubbish/litter accumulating therein;

2.5.2 do not allow any Common Parts (including, without limitation, any cooking utensils contained therein) to become so unclean and unhygienic that, in the reasonable opinion of the University, they constitute a risk to the health of the University or others;

2.5.3 do not to cause any obstruction of the Common Parts.

Please note, in the event the Student fails to comply with any notice informing the Student of a breach of this clause 2.5.2 then the Student acknowledges and agrees that any member of the University's staff and/or any person authorised by the University shall have the right to remove and dispose of any such utensils;

2.6 The Student is jointly and severally liable with other student occupiers of the Residence for any damage caused to and within the Common Parts including Contents. The cost of dealing with such damage will be solely determined by the University which must act reasonably at all times. Such cost of repair or replacement in the first instance will be paid by the student who has caused the damage. In the event that it cannot be ascertained who has caused the damage then the Student and each and every one of those other students will be jointly and severally liable to the University for the cost of making good the damage;

2.7 The University may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them.

3. The University's obligations

3.1 The University grants the Rights and provides the Services to the Student during the Occupancy. However, it will not be liable for any failure or interruption to any Rights and Services, or for any loss arising from such failure or interruption, where it is caused by the Student's actions or the actions of any other student or by any circumstances beyond its reasonable control;

3.2 When the Student pays the Accommodation Fees the University shall ensure that the Student become a beneficiary of the University Halls of Residence Block Insurance Policy, mentioned at 1.2(g) above. This provides the Student with basic insurance cover for possessions, and in certain circumstances (and to a set limit) for the Accommodation. Information giving details of the cover is available at http://www.liv.ac.uk/accommodation/documents/.

3.3 Subject to clause 6 below, the University agrees to use reasonable endeavours to repair the Residence and Accommodation and to keep in repair and proper working order the Contents therein;
3.4 Except in the case of an emergency, for disrepair reported by the Student or for other matters preventing the Accommodation from being used, the University aims to give the Student at least 7 days' notice prior to entering the Accommodation during term-time.

3.5 The University agrees;

3.5.1 not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods but acknowledging the requirement to show parts of accommodation on University open days - details of which are published in advance and made available to all students on the University's website;

3.5.2 before the end of the first week of the Occupancy to provide the Student with information and advice on:

a. action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;

b. health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Residence and why cooking in the Accommodation is a safety risk and in breach of this Agreement; electrical safety and voltage differences; the dangers of using candles, incense sticks or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for misuse of fire precautions equipment;

c. how to gain access to the Accommodation in the event of the Student losing keys/keycards;

d. cleaning schedules and the Student's responsibilities for cleaning (where applicable);

e. the respective roles and responsibilities of the University and its students;

f. health, welfare, and guidance on communal living;

g. where to get advice on financial difficulties;

h. where to get counselling assistance;

i. how to register with a local health service;

j. the management structure for the Residence and contact details of the Warden, Hall Manager and main Reception, with out-of-hours emergency contact details;

k. any special arrangements made to help with any disability the Student may have disclosed to the University;

3.5.3 to give a receipt for any of the Student's property which is confiscated under the terms of this Agreement;

3.5.4 ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carry and allow the Student to inspect appropriate identification documents;

3.5.5 ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence;

Much of this information and advice can be found in the current students website (http://www.liv.ac.uk/accommodation/current-students/);

4. When the Student arrives

4.1 If the Student arrives early the University shall not be required to provide the Student with accommodation before the commencement date of the Student Occupancy and any temporary accommodation, if provided at the discretion of the University, shall be subject to additional charges over and above the Accommodation Fees payable under this Agreement;
4.2 An inventory of the Accommodation Contents will be provided to the Student on arrival via their Liverpool Life Portal. If an inventory is not provided it is the Student’s responsibility to request one. The Student should check the inventory carefully and report any damage or deficiency to the Hall Manager within 48 hours of arrival. The Student acknowledges and agrees that if the Student does not do this, the University may assume that everything is in good order and that the Accommodation Contents are complete and undamaged. Any subsequent damage caused or cleaning required from this point on is the responsibility of the student and deductions will be made from the damage deposit.

5. **Guests**

5.1 Any member of the University's staff and/or any person authorised by the University shall have the right to refuse admission to any guests and/or visitors;

5.2 For fire safety reasons, all guests must be signed in and out of the Residence at reception;

5.3 The Hall Manager or Warden reserves the right to exclude guests/visitors from halls should they have reasonable grounds to believe that their presence will adversely affect the good order of the hall.

5.4 There is normally no restriction on daytime visiting provided that these Terms of Occupancy are adhered to;

5.5 The Student will personally be held responsible at all times for the conduct of their visitors and any guests whilst on University Premises (See also clauses 2 and 6.2);

5.6 The Student must refer to the Halls Information provided for procedures relating to visitors. Such procedures are required under fire regulations and must be complied with at all times;

6. **The Student’s responsibility for loss or damage**

6.1 The Student shall be responsible for all damage to the Accommodation and Contents and the Student must report all damage and losses to the Hall Manager within 24 hours of becoming aware of it (see Schedule 4 for costs). The Student must not make or cause to be made any alterations to the Accommodation or parts thereof. This includes the installation of TV aerials, satellite dishes, data connections etc;

6.2 The Student shall be liable to the University for all damage and/or losses suffered as a result of any breach by the Student of this Agreement including (but not limited to) any damage to any part of the Accommodation or the Accommodation Contents caused by the Student's, the household's or the Student's guests' wilful acts, omissions or negligence, including any expense properly incurred in collecting arrears, paying professional advisors, and in relation to court proceedings). Such charges may include the cost of repair or replacement of University property (at the sole discretion of the University) and/or any additional cleaning costs. The University shall be entitled to replace anything which has been damaged by the Student if replacement costs are less than repair costs. Example costs of cleaning and replacement are attached at Schedule 4. Please note that these costs are only a guide and may be subject to change;

6.3 Where damage or loss occurs at the Residence and it is not possible for the University (acting reasonably) to ascertain who is at fault, the Student shall pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a £25 administration fee where the University (in its reasonable discretion) considers appropriate. The Student shall not be required to contribute to loss or damage which in the University's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this Agreement relating to University security;

6.4 Where the Student becomes aware of damage to the Residence caused by an intruder, he/she should report the incident to the University's Hall Manager or Hall Reception as soon as reasonably practicable (and in any event within 48 hours);
6.5 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Agreement and personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to a maximum value as stated in the certificate of insurance) are insured under the Endsleigh Insurance Block Halls Policy, as referred to in this agreement, that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. “Top-up” insurance cover is available direct from Endsleigh, and details of how to arrange this are given on the Endsleigh web-site below: http://www.endsleigh.co.uk/Student/Pages/student-insurance.aspx.

6.6 This Agreement, and the policies referred to in it the Halls Handbook and the terms and conditions of Endsleigh Insurance's Block Halls Policy contain all the terms agreed between the University and the Student regarding the Accommodation and any variation to the terms of this Agreement, save for reasonable updating and variation from time to time of the terms of the Halls Handbooks, the Endsleigh Insurance Block Halls Policy and the Payment Plan and Accommodation Fees on the University website, will only be effective if agreed between the Student and the University's Head of Accommodation. The University will confirm any agreed variation to the Student in writing at the time the variation is made;

6.7 Subject to 6.5 above the University is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the Endsleigh policy or any University policy being payable by the Student). This clause shall not apply where the University has an overriding statutory obligation to effect repairs to make the Residence safe.

7. Suspension of this Agreement

7.1 In the event of serious and/or persistent breach or breaches by the Student of the terms of this Agreement and having due regard to the nature of the allegations and/or infringement and/or misdemeanour, the interests of the Student or other occupier against whom the allegation is made or who has caused the infringement and/or misdemeanour, the interests of the other students or residents and of the Residence generally, the Director of Residential & Commercial Services or the Head of Accommodation may suspend this Agreement (and any rights granted herein for an equivalent duration) and require the Student and/or other such person or persons to leave the Accommodation and Residence pending a disciplinary hearing to be held by virtue of the University's Disciplinary Procedure (Appendix E) and/or pending the outcome of any appeal arising there from;

7.2 The Student has the right to request the Director of Facilities, Residential & Commercial Services or their designate, to review a decision to suspend this Agreement by virtue of clause 7.1, provided the request is made within 48 hours of the issue of a written notice of suspension. An appeal hearing will normally (and where practicable to do so) be held within two working days following receipt of the written request by the Director of Facilities, Residential & Commercial Services or their designate;

7.3 Behaviour which could lead to a suspension and/or a disciplinary hearing includes the following, although this list is not exhaustive:

7.3.1 any breach of The Student’s obligations in this Agreement;

This Agreement is a legally binding Agreement between the University and each Student and other occupier of the Accommodation, enforceable through the courts. In addition, or as an alternative to court action, the University may take other disciplinary action where there has been a breach of the terms of the Agreement

7.3.2 disciplinary action may be taken under the University Code of Practice (University Code of Practice UUK Code http://www.uukcode.info/) or under the terms of this Agreement, but not under both (no double jeopardy);

7.3.3 behaviour which places the health and safety of the Student and/or others at risk.
Under the Student Charter the Student, whilst on University premises, is under a duty to take reasonable care for the health and safety of himself/herself and of other persons who may be affected by his/her acts or omissions and it is also a term of this Agreement that the Student will not put health and safety at risk. (Student Charter can be viewed at - http://www.liv.ac.uk/tqsd/student-engagement/student-charter)

The following are examples of behaviour which places health and safety at risk:

(a) Fire safety
   - Failure to comply with fire drills, emergency alarm or evacuation procedures (see http://www.liv.ac.uk/accommodation/documents/ and notices posted in Residence)
   - Tampering with fire prevention or fire safety equipment
   - Use of chip pans or other methods of deep fat frying
   - Using candles, incense sticks, or any other item which smoulders or has a naked flame (cigarettes including e-cigarettes used outdoors with proper care, in areas not designated as 'non-smoking' areas)
   - Leaving gas or electric cooking rings switched on and unattended

(b) Electrical safety
   - Interference with electrical equipment or installations
   - Use of electrical equipment which is unsafe
   - Use of portable electric fires
   - Use of electrical adapters of the old block, plug-in type
   - Overloading electrical sockets
   - Use of Student's own fridges or freezers (except refrigeration of medicines by prior agreement)

(c) Security
   - Allowing others to use keys to the Residence
   - Leaving windows or doors open when out of the Accommodation
   - Allowing strangers through the entrance doors without asking for identification

(d) Health
   - Failing to notify a member of staff if the Student has an illness which may be contagious (other than minor ailments such as a common cold)
   - Failing to properly dispose of medicines or used syringes

(e) Hygiene
   - Leaving unwashed crockery, cutlery or cooking utensils
   - Leaving work-surfaces, cookers, fridges or any other part of the shared kitchens and the equipment in them in an unhygienic condition
   - Failure to dispose properly of unwanted food
   - Smoking in contravention of the policy set out in the Information section of the Halls Handbook or otherwise set out in this Agreement.
   - Leaving bathrooms dirty

(f) Other
   - Bringing any weapon (even if licensed) or fireworks into the Residence
   - Bringing any form of pressurised containers inside the Residence
   - Bringing bicycles, motorbikes, mopeds or parts of them inside the Residence
   - Bringing animals into the Residence (except for assistance with a disability)
   - Moving furniture to different parts of the Residence

(g) Nuisance

Causing a nuisance is also a breach of the Agreement. The following are examples of behaviour which cause a nuisance:
(h) Noise

- Any prolonged noise made in a bedroom which is audible from outside it. This includes things such as music, singing, and loud conversation, but excludes things like the noise occasionally made by closing a wardrobe door.
- Any noise made in the Common Parts which is audible from within the bedrooms.
- Noise made between 11.00 pm and 7.30 am.

(i) Party's/Gatherings

- Holding or attending a party or gathering in any part of the Residence except where and between the hours previously authorised by the Warden or Hall Manager.
- Noise at such gathering – See above.
- Guests (invited or uninvited) wandering away from the gathering.
- Unruly behaviour at such gathering.
- Leaving the venue dirty or untidy.

(j) Other

- Criminal activity.
- Any substance abuse including psychoactive substances and nitrous oxide.
- Unruly behaviour.
- Harassment of any kind.
- Frequent or prolonged stay of overnight guests (maximum 3 night stay within a 14 day period).
- Allowing or encouraging non-residents to use shared facilities or Common Parts.
- Obstruction of shared areas or Common Parts.

7.4 In the event that the Student is suspended from attendance at the University pending a disciplinary hearing and/or pending the outcome of any appeal arising there from, the University shall also have the right upon notice in writing to the Student to suspend this Agreement on a temporary basis (and any rights granted herein for an equivalent duration) and require the Student to leave the Accommodation on a temporary basis pending the outcome of the disciplinary hearing and/or any appeal arising there from;

7.5 If the Student is suspended from the Accommodation on a temporary basis in accordance with clause 7.4, the Accommodation Fees paid by the Student (if any) for the period of any such temporary suspension will be refunded to the Student.

8. Refund/rebate of Accommodation Fees

8.1 Please note that unless specified otherwise in this Agreement the University will not refund or rebate Accommodation Fees paid by the Student to the University under this Agreement (e.g. whilst the Student is on a placement or field study trip taking the Student away from the University or because the Student's lectures cease before the expiry of the Occupancy).

9. Early Termination and Relocation

9.1 Student Tenancy
This Agreement is a Student tenancy under paragraph 8 of Schedule 1 of the Housing Act 1988. The Student acknowledges and agrees that the Accommodation is let to the Student in consequence of the Student's attendance at the University and the Student and his/her household will be bound to give up the his/she or their occupancy of the Accommodation if the Student has been permanently excluded from attendance at the University and/or the Student ceases to be a registered student of the University. The University hereby notifies the Student that in the event the Student ceases to be a registered student of the University possession of the Accommodation will be sought by the University and written notice giving not less than four week’s notice to vacate the Accommodation will be served upon the Student and his/her household under the Protection from Eviction Act 1977.
9.2 Termination by the Student

The Student may only be released from this Agreement:

9.2.1 if the Student ceases to be a registered Student with the University and has paid the appropriate 4-weeks rent in lieu of notice applicable from the contract end date; or

9.2.2 if the Student locates, another student who is registered as a full time student with the University and is not already in University Accommodation, is reasonably acceptable to the University and is willing to enter into an Agreement with the University for the remainder of the Occupancy on similar terms to this Agreement, provided the Student has complied with all the Student's obligations under this Agreement up to the date of termination.

9.2.3 in either of the circumstances outlined in clauses 9.2.1 or 9.2.2 the Student's written request to be released from this Agreement must be submitted to the Accommodation Office marked for the attention of the Accommodation Team Leader at least 28 days before the Student requires the University's decision. Please note all other requests to be released from this Agreement will be refused.

9.2.4 if the Student is released from this Agreement as permitted under this clause 9.1 and 9.2, the Accommodation Fees will be refunded to the Student less (a) a pro rata sum for the number of weeks of the Occupancy up to the date of release by the University, (b) a pro rata sum equivalent to the Accommodation Fees paid for the 4 week's notice period, and (c) any costs payable in accordance with clauses 6 and 10.

However, please note that the University also reserves the right, without notice to the Student, to deduct from any refund of Accommodation Fees due or becoming due to the Student following the release from this Agreement, all sums (whether tuition fees and/or any other associated fees) then due from the Student to the University. Please also note that if the Student terminates this Agreement prior to the expiry of the Occupancy for any reason other than as specified under clause 9.2, the Student shall remain liable for all the outstanding Accommodation Fees due (as specified in the Payment Plan) for the remainder of the period of the Occupancy.

9.3 Termination by the University

Breach of Obligations

9.3.1 The University may terminate this Agreement at any time by serving notice on the Student if the Student is in serious or persistent breach of any of the Student's obligations.

9.3.2 Necessity

The University has the right to terminate this Agreement for reasons of good management and efficiency (including, without limitation, where the relevant Residence is closed for essential building maintenance) but it will only terminate this Agreement for such reasons where it is reasonable to do so and it will use reasonable endeavours to offer the Student alternative accommodation of a similar standard on these terms of occupancy:

a. if the Student accepts the offer and if the alternative accommodation is of higher standard the Student will not be required to pay any additional Accommodation Fees. If the alternative accommodation is less expensive, the University will refund the difference in Accommodation Fees to the Student; or

b. if the Student does not accept the alternative accommodation the University may still terminate this Agreement and the University will refund any Accommodation Fees overpaid by the Student less any costs deducted in accordance with clauses 6 and 10.
9.3.3 Health and Safety

The University has the right to terminate this agreement if in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or to the University's or another person's property.

9.3.4 Default in Payment of Accommodation Fees

In the event of a default in payment of any Accommodation Fees due (whether legally demanded or not) by the Student, the University may take action against the Student and the University may give notice in writing as in 9.1, which shall be sufficiently served if sent through the post by prepaid first class or delivered by hand to the residence to terminate this Agreement with effect from the date specified in the notice (which shall be not less than four weeks after the date of service of such notice) but without prejudice to the University's right to recover any Accommodation Fees or other sums of money that may be due to the University.

9.3.4.1 In the event of the University terminating this Agreement in accordance with this clause 9.3.4 then the Student has the right to appeal.

9.4 Appeal

9.4.1 The Student shall have the right to request the Head of Accommodation or their designate to review the decision to terminate this Agreement by virtue of clause 9.3.

9.4.2 Provided the request is made in writing within 48 hours of the issue of a written notice to terminate, an appeal hearing will normally (and where practicable to do so) be held within two working days following receipt of the written request by the Head of Accommodation or their designate;

9.4.3 In the event that an appeal is unsuccessful the University shall take the necessary legal proceedings to resume possession of the Accommodation provided to the Student under this Agreement; and

9.4.4 The University shall refund to the Student overpaid Accommodation Fees (if any) less any costs deducted in accordance with clauses 6 and 10.

9.5 Late Occupancy

9.5.1 The Student must inform the Accommodation Office if the Student shall be late in taking up occupancy in their Accommodation. Unless the Student has made arrangements with the Accommodation Office for late arrival the University may terminate this Agreement if the Student has not taken up occupancy within one week of the commencement of Occupancy and the Student will forfeit the Deposit and be liable in addition to pay a proportion of the Accommodation Fees for the week from the commencement of the Occupancy.

9.6 Relocation

9.6.1 Relocation requested by the Student

9.6.1.1 During the Occupancy, the Student may (in our absolute discretion and subject to availability) be allowed to change to other Accommodation (if available) owned by the University provided the Student first obtains written consent from the Accommodation Office and upon payment by the Student of an administration fee of £50 plus payment of any outstanding Accommodation Fees or other debt due to the University.

9.6.2 Relocation by us

9.6.2.1 The University reserves the right to relocate the Student to comparable alternative Accommodation during the Occupancy where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of the obligations in this Agreement the University will have the right to terminate this Agreement (without having to comply with the conditions in clause 9.1, and without compensation) as an alternative to relocating;
9.6.2.2 Where the University relocates the Student because the Student is in breach of one or more of obligation in this Agreement the Student shall pay the University an administration fee of £50.

10. When the Student leaves

10.1 When the Student leaves the Accommodation upon termination or expiry of this Agreement however arising, the Student must leave in the Accommodation the Contents and all items belonging to the University (specified in the inventory) and immediately remove all the personal belongings from the Accommodation. In addition, the Student must leave the Accommodation in a good state and condition and return all keys, keycards, fobs and/or electronic devices to the Hall Reception. The University may recover from the Student the reasonable cost of replacing any key and/or electronic device which is not returned and the reasonable cost of making good any damage to or replacing any Contents specified in the inventory (see clause 6 above). In addition to the charges mentioned in clause 6, if the Student does not comply with this clause 10.1 the University reserves the right to charge:

10.1.1 financial compensation equalling the amount the Student would have paid as Accommodation Fees from the end of the Occupancy until the Accommodation is cleared, repaired and any damage made good and the keys returned; and

10.2 The University's acceptance of the keys at any time shall not in itself be effective to terminate this Agreement while any part of the Occupancy remains unexpired;

10.3 Any personal belongings left at the Accommodation or Residence on expiry or early termination of this Agreement may be disposed of and any reasonable expenses and administration costs incurred by the University may be recovered from the Student.

11. Complaints Procedure

If the Student wishes to raise a complaint about the condition of the Accommodation or about any issue arising from the terms of this Agreement this should be done in accordance with the Student Complaints Procedure found on the “current students” website (http://www.liv.ac.uk/accommodation/current-students) In the first instance all complaints should be referred to their Hall Manager. Please refer to the Residence Handbook for further information in relation to the handling and resolution of complaints.

12. Disclaimer

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 the University shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise unless the damage was caused by its negligence.

13. Notices

Any notice, communication or correspondence sent by the Student in connection with this Agreement must be in writing and delivered by hand or sent by first class post to the Accommodation Office whose address appears on the offer letter or in the case of the University sent by email or first class post to the Accommodation Office or to any alternative address provided by the Student in writing.

14. Data Protection

The information held on the Application is stored as part of the Student's records on a database. This data is held and processed in accordance with the requirements of the Data Protection Act 1998. The Student hereby authorises the University to use such personal data for all lawful purposes in connection with this Agreement (including debt recovery and crime prevention) or where there is a serious risk of harm to the Student or to others or to the Residence.

15. Invalidity

If any provision of this Agreement is found by any competent court to be invalid or unenforceable in whole or part, then the validity of the other provisions of this Agreement shall not be affected and shall remain enforceable.
16. Waiver

Failure or delay by the University to enforce any provision of this Agreement will not be construed as a waiver of any breach of the same or any other provision.

17. Governing Law

This Agreement is governed exclusively by English law and jurisdiction which, if the Student is an international Student, may be different from what the Student is used to. The Student should make sure he or she reads and understands these terms of occupancy before accepting the Accommodation Offer and entering into this Agreement.

Schedule 1

1. Special conditions applicable (only to Catered Accommodation - Vine Court and Carnatic)

a. The Rights (in Schedule 3) include the right to be a member of the Hall Student Committee

b. The Services include cleaning of the Accommodation and breakfast and evening meal daily, catering times and conditions applicable to dining rooms are given in the Halls information

http://www.liv.ac.uk/accommodation/documents/

All catered agreements include breakfast and an evening meal, Monday to Sunday inclusive. This service is provided for 32 weeks throughout the contracted period which excludes the vacation periods at Christmas and Easter. The cost of 32 weeks catering is spread across the duration of the 39 week contract and is included in the catered room rate. During the vacation periods of Christmas and Easter all accommodation is provided on a room-only basis with no catered provision. The last contracted meal will be served at breakfast on Saturday 15th June 2019.

2. Special conditions applicable (only to Self-Contained Accommodation)

a. The maximum permitted number of occupiers is as stated in the University's offer of Accommodation. The Student will not be in breach of clause 1.2 by sharing the Accommodation with these permitted occupiers. The Student will not at any time permit more than the permitted number of occupiers to reside at the Accommodation,

b. Utility bills may not necessarily be included in the Accommodation Fees. The Head of Accommodation will confirm all relevant charges payable when the offer of Accommodation is made. The Student will promptly pay the provider for all supplies and standing charges

c. The Student will be responsible for payment of any Council Tax on the Accommodation and will refund to the University any Council Tax which the University is called upon to pay in respect of the Accommodation for the Occupancy or any part of it.

3. Special conditions applicable (to All Students)

At the end of each academic term keys/keycards/fobs/passes must be handed in to the Hall Reception. It is the sole responsibility of the student to ensure that all keys/fobs/passes are returned and failure to do so will result in the replacement cost being charged to the student.
Schedule 2

The University shall use all reasonable endeavours to provide the following facilities and services under this Agreement:

1. provision of;

(a) necessary furniture and furnishings in the Accommodation;

(b) hot and cold water for domestic use to the wash basins, showers and baths in the Residence;

(c) lighting and heating to the Residence (having regard to prevailing weather conditions);

(d) electricity supply to the Residence;

(e) insurance for the Residence;

(f) staff for the day to day running of the Residence;

(g) maintaining items on the inventory except where any loss or breakage or damage is attributable to the Student;

(h) coin or card operated washing machines and tumble dryers;

(i) where applicable, meals as specified in the Hall Handbook; [http://www.liv.ac.uk/accommodation/documents/](http://www.liv.ac.uk/accommodation/documents/)

(j) fire-fighting equipment in the Common Parts, and such other service and works as it may reasonably deem desirable or necessary for the benefit of the Residence.

(k) disposal of rubbish which is deposited in the proper receptacles

(l) cleaning as specified (if any) in the Current students website [http://www.liv.ac.uk/accommodation/current-students/](http://www.liv.ac.uk/accommodation/current-students/)

(m) maintenance and repair of the Hall within a reasonable period of time;

(n) inspection, servicing and repair of the University's machinery and equipment in the Hall within a reasonable period of time.
Schedule 3

The University shall provide the following Rights to the Student under this Agreement:

a. to occupy the Accommodation during the Occupancy
b. to use the Contents
c. to use the Common Parts
d. to use the Services
### Schedule 4

**RESIDENTIAL SERVICES**  
**SCHEDULE OF MAINTENANCE CHARGES**

*ALL PRICES ARE INCLUSIVE OF ALL MATERIALS, LABOUR AND VAT @ 20%*

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<tr>
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THE STUDENT MUST ALSO ACQUAINT THE STUDENT SELF WITH THE REGULATIONS SPECIFIC TO THE RESIDENCE. THESE ARE PUBLISHED IN THE PRESCRIBED HALLS INFORMATION ISSUED TO ALL RESIDENT STUDENTS AND FOUND ON THE CURRENT STUDENTS WEBSITE. IN PARTICULAR, THE STUDENT MUST BECOME FAMILIAR WITH THE RELEVANT FIRE REGULATIONS.

Terms of Occupancy 2018/19
Schedule 5

Room Inventory (see clause 4.2)

- Bed
- Wardrobe
- Desk
- Desk Chair
- Shelves
- Drawers/Bedside table
- Sink (not all rooms)
- Easy Chair (not all rooms)
- Curtains/ Shutters
- Notice Board
- En-suite sanitary fittings (not all rooms)