

LICENCE TO OCCUPY

INTRODUCTION

Nature of Agreement	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:</p> <ul style="list-style-type: none"> enter your Room at any time and for any reason (which is similar to staying in a hotel) (please see Clause 3.2); require you to move to an alternative room (again this is similar to staying in a hotel) (please see Clause 3.4); and where the Offer Letter states that the room type is "shared", require you to share the Room with another person (please see Clauses 2.4 and 4.1). <p>Where we exercise these rights we will do so in accordance with the terms of our Agreement.</p>
Accepting this Agreement	<p>By Accepting this Agreement you enter 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 Accommodation and to use the Communal Areas.</p> <p>If you move into the Accommodation without first Accepting this Agreement you will be deemed as having Accepted by your action of moving into the Accommodation and or collecting the keys to the Accommodation and payment will be due immediately.</p>
Terms of this Agreement	<p>The terms are contained within and, in the event of any conflict, take precedence in the order of:</p> <ol style="list-style-type: none"> These terms and conditions of residence ("Ts&Cs"); Your accommodation offer letter ("Offer Letter"); The University Regulations; and The Accommodation Handbook. <p>Together, these documents set out our respective rights and responsibilities. Please note that further information regarding the procedures set out in these Ts&Cs can be found in the relevant Accommodation Handbook at: www.sussex.ac.uk/study/accommodation/apply/policies</p>
Period of Residence	<p>Unless it specifies otherwise in the Offer Letter, the Period of Residence is for the fixed term stated and all days within this fixed term, including the Christmas and Easter vacation periods, but not including the Summer vacation period.</p> <p>Accordingly, you must vacate the Accommodation and remove all of your personal possessions from your Room and the Communal Areas by 10:00am on the last day of the Period of Residence.</p>
Our responsibilities	<p>Our responsibilities are set out in Clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right, by following our published procedures (please see Clause 8).</p>
Your responsibilities	<p>By entering this Agreement, you commit to comply with your responsibilities. These are set out in Clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious and/or persistent, we will be entitled to take action which may result in you having to leave your Accommodation.</p>
Variations to this Agreement	<p>With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.</p>
Glossary	<p>Our Agreement contains certain words which begin with capital letters. These have particular legal meanings which are explained in the Glossary at the end of these Ts&Cs.</p>
Questions	<p>If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Housing Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.</p>

TERMS AND CONDITIONS

1. OUR RESPONSIBILITIES

1.1 Services & Facilities

During the Period of Residence we will use reasonable endeavours to:

- 1.1.1 maintain the structure of the Building and keep the Building and Communal Areas (including the lighting, heating and firefighting equipment within them) in reasonable repair and fit for use by you and other occupiers;
- 1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Building are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off; and
- 1.1.3 provide an adequate supply of hot water for normal domestic use.

We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).

1.2 Insurance

- 1.2.1 During the Period of Residence we will insure the Building against fire and other risks which we reasonably consider necessary.
- 1.2.2 During the Period of Residence we will insure your personal belongings (but not bicycles) which are kept in your Accommodation within the limits in accordance with our insurance policy which is available at: <https://www.endsleigh.co.uk/student/confirm-your-student-cover/>, but you will be responsible for administering any claims which arise. If you are unable to access this web link please contact the Housing Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.

2. YOUR RESPONSIBILITIES

2.1 Rental Fee

- 2.1.1 You must pay the Rental Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1 and your Accommodation Offer Letter.
- 2.1.2 The obligation to pay the Rental Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.
- 2.1.3 If someone other than you pays all or part of the Rental Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under

the Agreement or result in any kind of rights or benefit to that other party.

2.2 Inventory

- 2.2.1 You agree to complete the Inventory and record any discrepancies on the form provided and then return the form to your Accommodation reception as soon as possible and in any event within 5 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

2.3 Using the Accommodation

- 2.3.1 You (and, if applicable, if you have been allocated family accommodation, your Family Members) are the only people authorised to occupy the Accommodation.
- 2.3.2 You (and, if applicable, if you have been allocated family accommodation, your Family Members) must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run or register a business or company from the Accommodation).
- 2.3.3 You agree not to transfer this Agreement (or your rights or obligations under this Agreement) to anyone else or (except where permitted by Clauses 2.4 (Visitors) or 2.5 (Moving rooms) allow anyone else (other than any Family Members that are specified in the Offer Letter) to live in or use the Accommodation.
- 2.3.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2 below.
- 2.3.5 If you have accepted a single occupancy room, you are the only person authorised to occupy the Accommodation. You must not invite or allow Visitors or additional occupants to reside in the Accommodation.
- 2.3.6 If you have accepted a shared room you and your roommate, allocated by the Housing Office, are the only people authorised to occupy the Accommodation.
- 2.3.7 If you occupy a shared room and your roommate leaves, we may offer your room to you as single occupancy for an enhanced rent rate.
- 2.3.8 If during your occupancy of a shared room your roommate terminates the agreement we reserve the right to allocate a new student occupant to the room. We do not have to consult with you about the person we allocate.

2.4 Visitors

- 2.4.1 You are responsible for the behaviour of Family Members (if applicable) and any person authorised to occupy under Clause 2.4 and any Visitor and you must ensure that they do not break the terms of this Agreement. If they do, you will be in breach of this Agreement.
- 2.4.2 You agree that we may remove or exclude your Visitors, and any person authorised to occupy under Clause 2.4, from the Accommodation or the Building

where we have reasonable grounds to believe that this is necessary for the safety and/or wellbeing of other persons or is adversely interfering with the use and enjoyment of the Building by other persons, including occupants.

2.4.3 You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight and Visitors are only permitted provided that:

- a) This does not annoy other occupants of the Building or disrupt study;
- b) Visitors are only permitted to stay occasionally overnight for a maximum of three nights in a calendar month;
- c) We reserve the right to withdraw this privilege on 48 hours' notice including if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Building, if any Visitors are causing significant distress to other occupants, and/or to safeguard our property; and
- d) You must inform the relevant porter or Building Manager of any overnight visitors for Fire Safety reasons.

In the event occupants of the Building complain about your Visitors, the University may take reasonable steps to investigate and will encourage discussion and mediation between the occupants and Residential Life Connector, as appropriate, to resolve the issue. Failing this, we may impose conditions on or withdraw your permission to have Visitors.

2.5 Moving Rooms

2.5.1 You agree not to move to another room within the Building, or to any other accommodation provided by us, without first submitting a completed Room Swap Application form to the Housing Office in person and obtaining the prior written approval from the Housing Office (to be decided acting reasonably).

2.5.2 If you are permitted to move, all these Ts&Cs will be transferred to the new Accommodation and your Rental Fee will be adjusted accordingly, meaning a higher or lower Rental Fee may be payable for the remaining duration of the Period of Residence.

2.6 Risk Assessments

2.6.1 You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Building and to observe any reasonable requests made recommended by us in any risk assessment.

2.7 Behaviour and Respect for Others

2.7.1 You agree to show respect, at all times, for all persons living and/or working in the Building or in the locality of the Building and to comply with the rules set out in the Accommodation Handbook including but not limited to the following:

- a) not to cause, permit or do anything that is likely to cause a nuisance or annoyance, use violence or threaten to use violence, verbally assault or harass or threaten to harass (including but not limited to harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- b) not to bring into either the Accommodation or the Building any weapons, illegal items or items which we consider to be offensive, threatening or dangerous (for example replica, ceremonial or toy weapons, knives, martial arts weapons, archery equipment or air- weapons)
- c) not to be in possession of or use illegal substances or drugs either in the Accommodation or the Building.
- d) not to bring into either the Accommodation or the Building any Banned Items, If any staff members are made aware of items in accommodation that pose a real or perceived risk to the wellbeing of any residents or to the condition of buildings, they will be removed without warning and residents may face disciplinary and/or tenancy management action.
- e) not to allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;
- f) not to bring into or use in either the Accommodation or the Building any psychoactive substance (also known as legal highs) or allow such substances to be used in the Accommodation;
- g) to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Building and, in particular, not to use any prohibited items specified in the Accommodation Handbook (such as sound systems) or make or allow any loud noise (including televisions, playing music or musical instruments) to be audible outside your room after 23.00 hours Sunday to Thursday, and not after 01.00 hours Friday and Saturday nights (midnight at off campus properties).
- h) not to allow persistent use of Building facilities by non-residents;
- i) not to smoke inside the Accommodation or the Building, or smoke within 2 metres of any entranceway or window to the Accommodation or the Building, this includes the use of electronic cigarettes. You must not charge electronic cigarettes or use any electronic cigarette battery chargers or associated equipment in the Accommodation or Building;
- j) not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Building;
- k) not to hold parties at the Accommodation or in any other part of the Building;

- l) To pay any fines levied by Student Discipline for breaches of the rules in the Accommodation Handbook;
- m) not to prop open or release emergency use doors except in the case of an emergency;
- n) Not to enter the rooms of any other student without their permission;
- o) If you choose to drink alcohol, to do so safely and with consideration to other residents, and not become intoxicated;
- p) Not to store an e-scooter, e-skateboard or any battery operated mode of transport in the Accommodation, or charge any batteries for them the Accommodation. E-scooters and similar items are not permitted on campus;
- q) Not to charge or store e-bikes in the Accommodation, or charge any detachable e-bike battery packs.

2.8 Criminal Convictions

- 2.8.1 You agree to disclose any 'relevant' unspent convictions to us where that conviction occurs before or during the currency of this License to Occupy, where a 'relevant' conviction is:
- a) any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - b) offences listed in the Sex Offences Act 2003;
 - c) the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - d) offences involving firearms;
 - e) offences involving arson; and
 - f) offences listed in the Terrorism Act 2006; or
 - g) a conviction for an equivalent offence to those listed in (a) to (f) that has been received in a jurisdiction outside England & Wales.
- 2.8.2 An 'unspent' conviction is a conviction that is not defined as 'spent' under the Rehabilitation of Offenders Act 1974.
- 2.8.3 The Director for the Student Experience (or their nominee) shall consider any relevant unspent criminal convictions and whether it is appropriate for an individual to live in University managed accommodation, in accordance with the [University's Housing Policy on Criminal Convictions](#).

2.9 Cleaning, repairs, and equipment

You agree:

- 2.9.1 to keep the Accommodation (including Communal Areas) in a clean and tidy condition at all times and to remove any rubbish and recyclable materials from the

Building regularly, to be disposed of in the designated waste collection points;

- 2.9.2 not to make any alterations to or damage the Accommodation or Building (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);
- 2.9.3 not to affix onto the walls of the Accommodation or the Building anything that might cause damage to the paintwork and/or plaster when removed; including but not limited to L.E.D strip lights, stickers, adhesive tapes, glues, strips or tacks.
- 2.9.4 except for bedding and soft furnishings, not to bring any furniture into the Accommodation and/or the Building except where the Housing Office has given prior written consent and not to bring any Banned Items. A full list of Banned Items can be found in the Accommodation Handbook; and
- 2.9.5 not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty or untidy or unsafe. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so or a reasonable proportion in common with other residents. Further details can be found in the Accommodation Handbook.

2.10 Safety and Security

It is your responsibility to help ensure that the Accommodation and the Building are safe and secure for residents to live in and for staff to work in. This includes (but is not limited to) complying with the following:

2.10.1 Electrical Appliances:

- a) only to use and/or store the cooking and/or other electrical kitchen equipment in any shared kitchen and not to use any other cooking appliances in the Accommodation or Building;
- b) not to tamper with or alter any electrical appliances/ items supplied by us;
- c) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Building and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points;
- d) that (as an ongoing responsibility) all items and equipment brought by you on to the Accommodation will comply with any relevant fire safety legislation;
- e) to remove (at your own expense) any items that you have brought on to the Accommodation without our permission and/or which does not comply with health and safety standards or legislation;

- f) we reserve the right to remove and test any of your electrical items if we suspect they may be faulty or unsafe and, if any items are faulty or unsafe you must permanently remove at your expense such items from the Buildings (including the Accommodation);
- g) not to bring any halogen lamps/lights or heating appliances into the Buildings (including the Accommodation)
- h) that if after written request you fail to repair or remove any faulty or unsafe appliance, item or equipment within a reasonable time period that the University may remove them and dispose of them.

- b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;
- c) locking the door to your Accommodation together with any corridor/main entrance doors in the Building when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out; and
- d) not letting anyone you do not know into the Building and accompanying your Visitors at all times.

2.10.2 Fire Safety:

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Building) and:

- a) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by a designated member of staff and your attendance at that meeting is compulsory, attend that meeting;
- b) 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) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment including for example activating the fire alarms where it is not necessary or appropriate to do so;
- c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Building any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, convection radiators, fan heaters, deep fat fryers, sun-beds and hookah or shisha pipes) or leaving any cooking unattended. Further information on restricted items can be found in the Banned Items list in the Accommodation Handbook; and
- d) Not cover or do anything which could compromise the functionality of the smoke detectors. If you do, you will be charged the cost of an engineer call-out to check the integrity of the detector and you may face a disciplinary fine. A second offence will result in an elevated fine and on a third offence you will be served a notice to quit to leave your accommodation.

2.10.3 Security:

You must ensure that your Accommodation and the Building are left secure at all times. This includes (but is not limited to):

- a) Keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a minimal charge being made to you;

2.10.4 Public Health:

You must not break any legislation in force in relation to public health and must follow government guidance and any reasonable requests by the University in relation to public health, including (but not limited to) the Covid-19 pandemic.

If there is a material breach of legislation and/or public health advice which could potentially place other occupants at risk, or you are issued with a fixed penalty notice by the police, then the University may serve notice to terminate this Agreement. The length of notice which will be given will be determined by the University (acting reasonably) but could be as little as 24 hours' if this is considered necessary for the health and wellbeing of others.

2.10.5 Student Identification:

On occasion, you may be asked by University staff (including housing and security officers) to show your student identification card as part of the measures taken to keep our campus safe. If requested, you should show them your card, or, if you do not have it on you, provide them with your name and student ID number. You are required to behave respectfully to University staff at all times.

2.11 **Pets**

You must not keep any animal or pet at the Accommodation or in the Building. Assistance dogs are permitted provided you have prior written permission from the Housing Office.

2.12 **At the end of the Agreement**

2.12.1 At the end of the Period of Residence (or earlier termination of this Agreement) you agree:

- a) to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;
- b) to return all keys, key fobs or key cards to the Building reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this;
- c) to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this and charge you the costs for doing so.

- d) to remove all your personal items from your Room by 10.00 at the end of your Period of Residence. The University does not have the facilities to store items which are left in the Accommodation. If you leave any personal belongings in the Accommodation, we will take reasonable endeavours to notify you of this using your University email address and give you up to 4 weeks to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings without further recourse to you.
- e) to remove any belongings in Communal Areas. You agree that if you leave any items in the Communal Areas that these will be disposed of by the University without further recourse, unless they are clearly and easily identifiable as your personal belonging, in which case the University shall notify you and give you a reasonable period to collect them. If you fail to do so the University shall dispose of them.
- f) to take away any bicycle stored at the Accommodation (or elsewhere on campus) at the end of the Period of Residence. If you wish to store a bicycle (at your own risk) over the summer holiday period, you should contact the University Transport Office and find out what actions are needed (this may include obtaining a "tag" for your bicycle). The University will remove any bicycles which are reasonably considered to have been abandoned and/or have not been collected after a reasonable time period.

3. OUR RIGHTS

3.1 Campus construction works, alterations and maintenance

- 3.1.1 As set out in your Offer Letter, we are currently carrying out significant construction works to improve our campus, including building the West Slope development, improvements to Bramber House and the Network Replacement Programme. We reserve all rights necessary to carry out these works. There will be construction noise, diversions and occasional power outages as a result of these works.
- 3.1.2 We have the right to carry out any general repairs, improvements, alterations or building works at the Accommodation, the Building, on our campus or any adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.
- 3.1.3 We have the right to carry out repair, improvements and maintenance works to services and utilities (e.g. water, electricity, Wi-Fi) on campus, which might mean that there is an interruption in the supply of these at your Accommodation, without liability. We will take reasonable endeavours to minimise any disturbance, and save in the event of an emergency, seek to provide advance notice of any significant disruption.

3.2 Access and Inspection

- 3.2.1 We together with anyone authorised by us have the right to enter the Accommodation at all times, for any reason and without having to give you prior notice. We would normally however, only enter the Accommodation at reasonable times and upon giving reasonable prior notice (except in case of emergency where we may enter at any time and without prior notice) and entry will normally be for one of more of the following reasons: (a) in an emergency, (b) in order to clean, inspect or repair the Accommodation, or any other part of the Buildings to comply with our responsibilities under this Agreement and/or (c) for any other reasonable purpose.
- 3.2.2 Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency. In the event of an emergency situation, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key. Failure to allow access to us or authorised personnel, on reasonable notice (except in cases of emergencies), may result in you being charged for any reasonable costs incurred by us as a result of directly related loss or damage to the Accommodation, in accordance with Clause 5.4.

3.3 Removal of items or services from the Accommodation

- 3.3.1 We may remove without notice from the Accommodation or Building any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are:
 - a) dangerous or could potentially place other residents or staff at risk of harm or injury;
 - b) threatening or could be used to threaten other residents or staff;
 - c) illegal;
 - d) a fire or other safety hazard; or
 - e) an item which we consider constitutes a nuisance (in the latter case we would usually give you prior warning).
- 3.3.2 If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. We will give you a reasonable period to collect the item. You will not be able, however, to take the item back into the Accommodation or Building. If you do not collect the item within that reasonable period, you agree that we can dispose of the item without further recourse to you. Any psychoactive substance or illegal item/substance removed from the Accommodation or Building will either be destroyed or passed to Sussex Police.
- 3.3.3 We reserve the right to suspend or reduce cleaning services where, in our reasonable opinion, we have concerns about the state of the Accommodation and/or behaviour of the residents and consider that this is necessary to protect the health, safety and wellbeing of our staff and students.

3.4 Our right to require you to relocate

- 3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances including the following:
- a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Building, that the Accommodation or Building is unfit for occupation, or where the Period of Residence includes the Summer vacation and the Building is not fully occupied during the vacation, or where an emergency situation requires immediate evacuation);
 - b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;
 - c) there has been a breakdown in the relationship between you and other occupants and, having taken reasonable steps to seek to resolve it, mediation has been unsuccessful/refused and the University (acting reasonably) considers that it is necessary for your health and wellbeing and/or the health and wellbeing of others.
- 3.4.2 If we request you to relocate:
- a) we will (other than in emergency situations) give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
 - b) in emergency situations we may give you notice of or request to relocate by a number of different means that we deem to be reasonable in the circumstances, this may include communication in person, by email, general notices or use of social media. We will endeavour to give you reasonable notice taking into account the all the circumstances; and
 - c) you must remove your personal belongings from the Accommodation if requested to do so by us.
- 3.4.3 If we request that you relocate on a permanent basis and the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Housing Office written notice of this no later than 7 days after the date of the written notice that we have given to you under Clause 3.4.2(a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Rental Fee you have paid in respect of the period after the termination date.
- 3.4.4 If you leave any personal belongings in the Accommodation following a request to relocate and to remove your personal belongings, we will notify you of this and give you a reasonable period of time to collect

them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings without further recourse to you.

- 3.4.5 If you do not move out of the original Accommodation following notice by us to do so, we can take legal action to ensure that you move out and we will then seek to recover our reasonable legal costs.
- 3.4.6 You may be entitled to a Rental Fee rebate in accordance with our rent rebate policy. If you do not accept our offer of temporary or permanent alternative accommodation in circumstances detailed in this clause 3.4 your eligibility for a Rental Fee rebate will cease on the date we made the offer of alternative accommodation to you. If you do accept the alternative accommodation your eligibility for a Rental Fee rebate shall continue until you move to the alternative accommodation provided you move within the time limit specified by us.

4. YOUR RIGHTS

4.1 Occupation

We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:

- 4.1.1 a licence to occupy the Room;
- 4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and
- 4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.

5. IF YOU BREACH THIS AGREEMENT

5.1 If you fail to pay your Rental Fee

- 5.1.1 If you fail to pay your Rental Fee in accordance with the payment terms in Schedule 1 we may terminate this Agreement in accordance with clause 6.4 and take steps to recover the debt in line with the University's [Student Debt Recovery Policy](#).
- 5.1.2 You will still be liable for any unpaid Rental Fee even if this Agreement is terminated under clause 5.1.1. If you have significant arrears of debt at the time of graduation, we also reserve the right to refuse to admit you to the graduation ceremony and grant your award in absentia.
- 5.1.3 As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Rental Fee when it is due you should immediately contact the Student Accounts team. You may also want to contact the Student Life Centre for financial advice.

5.2 If there is a breach of this Agreement that places you or others at risk of harm

- 5.2.1 If we become aware that:

a) you, someone living with you or one of your Visitors have committed a serious breach of the terms of this Agreement; and

b) this breach places either you or others at a risk of harm to health and wellbeing.

We will notify you about the breach in writing as soon as reasonably possible. The Housing Office shall take such steps to investigate as are reasonable and proportionate in the circumstances. You will be invited to give a response which may include inviting you to a meeting or to provide a written account of the alleged breach (depending on the circumstances).

5.2.2 If having investigated the University is of the reasonable opinion that action is necessary to protect against potential risks to your health and wellbeing and/or the health and wellbeing of others we may (at our option):

a) require you to relocate to alternative accommodation in accordance with clause 3.4 of this Licence; or

b) terminate this Agreement.

We consider any breach of your obligations in Clauses **2.3.5, 2.4.2.6, 2.7.1(a),(b),(c),(d),(e),(f),(h),(j),(l),(n),(q)**, and **2.8.1** as a serious breach of this Agreement, although this list is not exhaustive and other breaches may also be considered to be serious. The notice by the University to terminate this Agreement shall be the period that (acting reasonably) it considers is proportionate in the circumstances. In cases of extreme risk it may be as little as 24 hours or even immediate.

5.2.3 If we decide no immediate action is necessary pursuant to clause 5.2.2 it may issue you with an oral or written warning.

5.3 The procedure we will follow if you have breached this Agreement but there is no imminent risk of harm

5.3.1 If you, any person authorised to occupy under Clause 2.3 or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below save that this procedure shall not be applied in the event of:

a) a failure by you to pay the Rental Fee; or

b) a serious breach of the terms of this Agreement where the University (acting reasonably) considers that the breach places you or others at risk of harm to your health and/or wellbeing.

In which case the University shall follow the procedure in clause 5.1 and 5.2

5.3.2 On us identifying or becoming aware of a breach of the terms of this Agreement (unless covered under the procedure in clauses 5.1 or 5.2) the Housing Office will decide whether to:

a) take no action;

b) discuss this with you informally;

c) write to you to draw your attention to the alleged breach and/or take further action in accordance with Clauses 5.3.3.

5.3.3 Where we decide to take further action in relation to any breach:

a) the Housing Office will investigate the alleged breach and write to you drawing the alleged breach to your attention;

b) in that correspondence, the Housing Office will invite you to respond within 48 hours to provide further information about the alleged breach;

c) After considering your response (if provided) the Housing Officer will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:

- i) take no further action; or
- ii) give you an oral warning; or
- iii) a written warning; or
- iv) a final written warning (which will be issued if you have already received a written warning or if the breach is serious); or
- v) terminate the Agreement (this decision will only be taken if, in our opinion (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement.

d) the Housing Office will write to you, normally within 7 working days of giving you notification of the breach and inviting you to respond, to inform you of the decision made.

5.4 Payment for loss or damage

5.4.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or any person authorised to occupy under clause 2.3 or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.

5.4.2 Where any damage is caused to the Accommodation or the Communal Areas in breach of this Agreement we will investigate and use reasonable endeavours to identify the individual (s) who caused the damage. You should assist us in this investigation and we may ask you to give a statement about how you believe the damage was incurred. If we are unable to identify the perpetrators we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Building when the damage occurred.

5.4.3 Failure to pay charges for loss or damage to your Room exceeding £500 may result in you not being permitted to attend your graduation ceremony upon

completion of your studies. In these circumstances any degree certificate awarded will be made in absentia and sent to you by post.

5.5 Disciplinary Charges

- 5.5.1 If your conduct breaches the standards reasonably expected by the University including as set out in regulation 2 (Student Discipline), these Ts&Cs and the Accommodation Handbook, then disciplinary charges may be levied by the University including but not limited to anti-social behaviour, drug use, vandalism, offensive language and/or correspondence (including on social media) and covering smoke detectors. The process and the disciplinary charges can be found in the Accommodation Handbook.

5.6 Regulation 2 (Student Discipline)

- 5.6.1 The above procedures are in addition to any other procedures which may apply in a case of an alleged breach of this Agreement including but not limited to any procedures under regulation 2 (Student Discipline) of the University Regulations. In the case of persistent/criminal offences, the Housing Office may refer the matter to Senior Management of the University.

6. TERMINATION OF THIS AGREEMENT

6.1 Your right to terminate this Agreement before the Start Date

- 6.1.1 You may terminate this Agreement if you:
- a) have not yet taken up occupation of the Accommodation before the start of the Period of Residence; and
 - b) notify the Housing Office in writing of your wish to terminate this Agreement.
- 6.1.2 If you terminate this Agreement under this Clause and your written notification of your wish to terminate is received by the Housing Office within 7 days of the date on which you Accepted this Agreement we will refund any Rental Fee that you have already paid.
- 6.1.3 If you terminate this Agreement under this Clause and your written notification of your wish to terminate is not received by the Housing Office within 7 days of the date on which you Accepted this Agreement we will refund any Rental Fee that you have already paid.

6.2 Our right to terminate this Agreement before you take occupation/ your obligations to notify of us of your late arrival

If you:

- 6.2.1 owe us any money in connection with any previous accommodation under which you occupied University accommodation, we may terminate this Agreement before the start of the Period of Residence by giving you written notice. If we terminate this Agreement under this clause 6.2.1 we will refund any rent that you have paid under this Agreement.
- 6.2.2 have not taken up occupation of the Accommodation by 5pm on the fourth day following the start date of the

Period of Residence and have not given the Housing Office prior written notice of your late arrival we may immediately terminate this Agreement by giving you written notice.

- 6.2.3 are aware that your arrival will be delayed beyond the start date of the Period of Residence you must give prior written notice to the Housing Office as soon as possible and notify them of your proposed date of arrival. If you have not taken occupation of the Accommodation by 5pm on your proposed arrival date we may terminate this Agreement immediately by giving you written notice.
- 6.2.4 are appointed as a Residential Life Connector but your position as a Residential Life Connector is withdrawn or ceases before the start of the Period of Residence, we may terminate this Agreement before the start of the Period of Residence by giving you written notice, and if we do terminate this Agreement under this clause we will refund any Rental Fee that you have paid under this Agreement. You will be responsible for finding your own alternative accommodation.
- 6.2.5 have prior records of any breaches of terms of any previous licence period with us (including summer bookings) or we discover any history of outstanding or unpaid rent arrears.

6.3 Your other rights to terminate this Agreement

You may terminate this agreement if you:

- 6.3.1 contact the Housing Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy **both** of the following conditions (a) and (b):
- a) there is a suitable replacement occupier for your Room either because:
 - i) you have found a suitable replacement occupier approved by us (at our absolute discretion) who is not already living in accommodation provided by us; or
 - ii) we find a suitable replacement occupier, who is not already in accommodation provided by us; and
- the replacement occupier under clause 6.3.1 (a) or (b) enters into an agreement with us prior to the End date to occupy the Accommodation immediately after you have left and otherwise on the same terms as this Agreement; and
- b) you have paid in full before the End Date all of the Rental Fee due under this Agreement, up to and including the End Date.
- 6.3.2 withdraw from your course of study and you satisfy **all** of the following conditions:
- a) you give to the Housing Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and

- b) Housing Services have received confirmation that you have withdrawn from your studies from the relevant student office; and
- c) you have paid, in full on or before the End Date all of the Rental Fee due under this Agreement up to and including the End Date.

6.4 Our right to terminate for breach of this Agreement

We may terminate this Agreement in any of the following circumstances:

6.4.1 On not less than 28 days' notice:

- a) If you have failed to pay the whole or any part of the Rental Fee in accordance with the payment terms set out in Schedule 1 and having received a formal demand for payment, the Rental Fee (or any part of it) has been outstanding for 28 days or more; or
- b) if you owe us any money in connection with any previous accommodation that you occupied and, having formally demanded this from you, it remains unpaid for 28 days or more since the demand. If we do terminate this Agreement under this clause we will refund any rent that you have paid under this Agreement from the date of termination.

6.4.2 On such notice as is reasonable and proportionate in the circumstances (and which may be 24 hours or less in an emergency):

- a) if having followed the procedure at clause 5.2 the University has decided to terminate this Agreement due to the risk to yourself and/or others

6.4.3 On 4 weeks' notice:

- a) if you have breached the Ts&Cs of this Agreement and having followed the procedure at clause 5.3 the University decides to terminate this Agreement.
- b) For reasonable management purposes.

6.5 Our right to terminate if you are not registered or are withdrawn from studies

6.5.1 We shall be able to terminate this Agreement by giving you **no less than 4 weeks' notice** if:

- a) You do not complete registration at the University at the start of the academic year to commence your studies for that academic year; or
- b) You withdraw from your course of studies; or
- c) You are withdrawn from your course of studies by the University, including (but not limited to) for failing to pay the tuition fees for your course.

6.5.2 We shall be able to terminate this Agreement **immediately** by giving you written notice if you have not yet registered at the University and your behaviour and and/or actions prior to registration lead the University to determine that it will not permit you to register as a student of the University.

6.6 Our right to terminate in other circumstances

6.6.1 We shall be able to terminate this Agreement by giving you no less than 4 weeks' notice if:

- a) If any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation or misleading omission, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation; or

- b) Your appointment as a Residential Life Connector is withdrawn or terminated.

6.6.2 We shall be able to terminate this Agreement immediately by giving you written notice if you:

- a) are made bankrupt; or
- b) fail to make a disclosure required under clause 2.8; or
- c) disclose under clause 2.8 a 'relevant' unspent conviction that we (acting in accordance with our stated policy), consider makes you unsuitable.

6.6.3 We shall be able to terminate this Agreement on such notice as is reasonable in the circumstances (which shall typically be 4 weeks' notice but may exceptionally be less) if:

- a) having carried out an appraisal of the information available to us; and
- b) conducted a risk assessment.

we consider, acting reasonably, that there is a risk to the health and safety and/or wellbeing of you or others if you remain in University managed accommodation and it is not possible to satisfactorily mitigate this risk in other ways.

6.7 Effect if we terminate this Agreement

6.7.1 If we terminate the Agreement in the circumstances set out in Clauses 6.4, 6.5 or 6.6, this will not affect our rights to claim against you for any unpaid Rental Fee or loss or damage caused by any breach of the Agreement by you, any person authorised to occupy under Clause 2.3 or your Visitors.

6.7.2 If we terminate this Agreement in the circumstances set out in Clauses 6.5, 6.6.1, 6.6.2 (a) 6.6.2(c) or 6.6.3 you will still be obliged to pay that part of the Rental Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Rental Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Rental Fee you have paid in advance in respect of the period after the termination date.

6.7.3 If we terminate the Agreement in the circumstances set out in Clause 6.6.2 (b) you will still be obliged to pay the Rental Fee in relation to the whole of the Period of Residence but, if we are able to re-let the

Accommodation, we will refund any part of your Rental Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

- 6.7.4 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out and to pay the Rental Fee due under the terms of this Agreement. We reserve the right to apply to the court to recover the costs incurred from you.

7. SUSPENSION FOR PRECAUTIONARY ACTION

7.1 Our right to suspend your Licence to Occupy if the University takes precautionary action against you

- 7.1.1 All students at the University are required to uphold standards of behaviour in line with Regulation 2 (Student Discipline). If behaviour which may constitute disciplinary misconduct is investigated by the University pursuant to Regulation 2 and the Vice-Chancellor determines that you should be suspended and/or excluded as a precautionary action your Licence to Occupy will be suspended and:

- a) you will immediately be asked to leave your accommodation;
- b) you will not be required to remove all your belongings but you should take any possessions which you need to have for personal use and study; and
- c) you must return your room key to reception.

- 7.1.2 Your Rental Fee will be suspended for the period of suspension and/or exclusion pursuant to precautionary action.

- 7.1.3 This clause is without prejudice to any other rights which the University has under this Agreement including, but not limited to, termination. If the University has the right to terminate this Licence then it may do so at its discretion and shall not be bound to suspend this Licence pursuant to this clause 7 in lieu of termination.

8. COMPLAINTS

8.1 Our complaints procedure

- 8.1.1 If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, follow our complaints procedure which can be found at www.sussex.ac.uk/study/accommodation/apply/policies/housing-complaints.
- 8.1.2 If you are unable to access this web link, please contact the Housing Office before Accepting this Agreement and we will send to you a copy of this document so that you can read it before Accepting this Agreement.

9. OTHER MATTERS

9.1 Notices and communications

- 9.1.1 All letters and notices sent by us to you will be properly served if they are delivered to you:

- a) by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with Clause 9.1.4); or
- b) by e-mail (to your University e-mail account);

- 9.1.2 All letters and notices sent by you to us will be properly served if they are:

- a) left or sent to us (by first class post or special delivery) at the Housing Office;
- b) or if sent by e-mail to housing@sussex.ac.uk

- 9.1.3 A notice sent by the following means is to be treated as having been received:

- a) if delivered by hand, on the day of delivery; or
- b) if sent by first class post or special delivery, on the first working day after posting; or
- c) if sent by email, on the first working day after it was sent.

- 9.1.4 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting the Housing Office.

- 9.1.5 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

- 9.1.6 Except in exceptional circumstances and without gaining explicit consent to do so, we will only communicate and discuss issues concerning the Accommodation with you and we will not be obliged to discuss such issues with third parties such as your parents.

9.2 Data Protection

- 9.2.1 We process your personal data according to the University's [Privacy notice for Housing](#) to enable us provide housing services to you. We do this mainly on the lawful basis of our legal obligations as a landlord.

- 9.2.2 We only disclose your personal data to a third party (e.g. contractors employed by us to undertake services at the building, a Sponsor, the police, or other public agencies) when we are required to by law, where we have your consent, or where appropriate arrangements are in place with regard to data sharing.

- 9.2.3 We do not disclose sensitive personal information (e.g., disability information or information about criminal offences) except with your explicit consent or if we are required to by law.

- 9.2.4 You have a number of rights under the Data Protection Act 2018, including the right to ask to see what personal data we hold about you, known as a subject access request. For more information, please see our [Privacy notice for Housing](#).

9.3 Liability for loss or damage

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

9.4 Governing Law and enforceability

9.4.1 This Agreement is governed by the Laws of England and Wales and international students should be aware that this might differ from the law in their home country.

9.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

9.5 Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.6 VAT

At the date of this Agreement the Rental Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

9.7 Council Tax

If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

9.8 Guarantees of accommodation

Any guarantee given by us in our Accommodation brochure or website to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

SCHEDULE 1

1. YOUR RENTAL FEE

- 1.1 Your Rental Fee must be paid either:
- 1.1.1 in full (i.e. in one single payment (a "Single Payment")) at the time you complete your registration; or
 - 1.1.2 by equal instalments on the payment dates set out in your Offer Letter paying by debit or with credit card in accordance with this Schedule and the instalments details referred to in your Offer Letter ("Instalments").
- 1.2 Undergraduate students will pay in three equal Instalments, and postgraduate students will pay in four equal Instalments. Payments are taken around the beginning of October, January, April for undergraduates, with an additional instalment payment date in July for postgraduates.
- 1.3 Postgraduate students who start studying in January and have an accommodation agreement with a January start date will pay in four equal instalments. Payments are taken in January, April, July and October.
- 1.4 Unless your Period of Residence is for 3 months or less, you can elect whether you prefer to pay in a Single Payment or by Instalments by selecting this during online Registration.
- 1.5 If your Period of Residence is for 3 months or less you must pay the full Rental Fee in a single payment on or before the first day of the Period of Residence.
- 1.6 If you are unable to pay the Rental Fee or any Instalment on the relevant instalment date, you must contact the Student Accounts team before the Instalment due date to discuss your options. You can also the Student Life Centre for information on money advice.

2. HOW TO PAY

- 2.1 Subject to Clause 1 of this Schedule, you can arrange to pay the Rental Fee either in a Single Payment or in Instalments by:
- 2.1.1 credit or debit card, either:
 - a) on-line as part of your online registration on Sussex Direct; or
 - b) If you are part of the Brighton and Sussex Medical School (BSMS), you will not be able to set up payment when you register. You must phone the Accounts Receivable office, from 1 September, to set up your payment plan by phoning **01273 678076**.

3. SPONSORS

- 3.1 If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf. You must provide the Housing Services Office with an official letter of sponsorship which clearly states that they, the Sponsor, will pay your accommodation fees on receipt of an invoice from us. If you are paying part of the Rental Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor

GLOSSARY

In these Ts&Cs "you" means the person signing this Agreement and "we" means the University of Sussex. The expressions "your" "our" and "us" should be read accordingly.

Building	Means the Building or Residence specified on the Offer Letter
Campus and Residential Support Team	Means the team of Residential Support Managers, residential community coordinators and RA that live in the Building or in any of our other Buildings of residence to provide support to the resident community.
Communal Areas	Means all stairwells, corridors, landings and entrance Buildings within the Building, any shared kitchens and/or bathrooms in the Building or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation.
End Date	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under Clause 6.3.
Family Members	Means your civil partner, spouse or children who we have confirmed to you as being permitted to live with you in the Accommodation.
Housing Office	Means the Housing Office, the address for which is: Housing Services, Bramber House Level 2, North Side University of Sussex, Falmer, Brighton, East Sussex, BN1 9QU Telephone: +44 (0) 1273 678220 Email: housing@sussex.ac.uk
Inventory	Means the list of furniture and equipment at the Accommodation which will be provided to you in your Room on arrival
Offer Letter	Means that page of the online process headed "Offer Letter" or the paper copy headed "Offer Letter" both of which contain the specific details of the Accommodation being offered to you, the Period of Residence and the Rental Fee.
Period of Residence	Means the period starting and ending on the contract start and end dates specified in the Offer Letter (unless the Agreement ends earlier in accordance with the terms of this Agreement) but not including the Summer vacation period unless specified otherwise in the Offer Letter.
Pre-Payment	Means the pre-payment if you were required to make one when applying for accommodation as specified in the Offer Letter
Residential Advisor (RA)	Means a current student of the University who has been appointed as a residential advisor and has Accommodation.
Rental Fee	Means the charges for your occupation of the Accommodation as stated in your Offer Letter
Residential Support Manager	Means the manager(s) of the Residential Life Team.
Room	Means the room at the Building specified on the Offer Letter
Student Accounts	Means the Finance Division responsible for Student Accounts, contact details can be found here: www.sussex.ac.uk/finance/services/feesandincome/studentaccounts
Sponsor	Means any person or organisation who is paying all or part of your Rental Fee.
University Regulations	Means the University's Regulations which can be viewed at: www.sussex.ac.uk/ogs/govdocuments/regulations
Visitors	Means any guest invited by you, whether that invitation is express or implied (e.g. where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.