

OCCUPANCY LICENCE AGREEMENT

STUDENTS IN RESIDENCE 2020 - 2021 SESSION

Please read this Agreement carefully. It is a formal document intended to create legally binding obligations and you must ensure you understand it before you sign. You should read it in conjunction with the Offer Letter which details the Residential Session and Hall Fees and the documents as detailed at the end of this Agreement.

You cannot terminate this Agreement early except in very limited circumstances and you will be held responsible for the payment of the Hall Fees for the whole period of this Licence.

Licence

1. Writtle University College ("WUC") allows students to occupy rooms in Halls of Residence on the understanding that they are enrolled on and attending a full time course of study at WUC. In this Licence Agreement the student is a Licensee and WUC is the Licensor. As a Licensee, the student is given a contractual right to occupy the room but not as a Tenant. As a Licensee, the student has no legal interest in the property.

Acceptance of Place

2. By accepting a place in a Hall of Residence at WUC, you agree to the conditions detailed in this document. Your acceptance will be confirmed by you paying the Deposit, signing and returning the Agreement, taking the key or moving in (whichever is first).
3. You accept a place in halls for the Residential Session (as set out in the Offer Letter) and you will be liable for the full Hall Fees (as set out in the Offer Letter) for that entire period, including any periods when you are away from the University College due to work experience, job shadowing, study tours, illness etc.

Deposit

4. You agree to pay a £250.00 deposit ("Deposit"), which will, on your occupation of the room, become a damage deposit.
5. Providing all Hall Fees have been paid, the Deposit will be refunded at the end of the Residential Session less any deductions made for damage or excessive cleaning or to offset any outstanding fees, fines or other charges due to WUC.
6. If you do not take occupation of the room or if you terminate this Agreement early (except if you terminate in accordance with clause 22 below), the Deposit will not be refunded.

Hall Fees

7. You agree to pay the Hall Fees when invoiced in full by the due date shown. Failure to pay the Hall Fees on time may result in a notice to quit being issued.
8. If you are unable to pay your Hall Fees in full and by the due date, you agree to inform the Accommodation Office in person, no later than the payment due date on the invoice

Meals

9. Hall Fees include a meal allowance which is added when you move in to halls and can be accessed via your student ID card. If you choose not to use your meal allowance, you will not be entitled to any refund.

Your Obligations

10. You agree to abide by the Regulations for Students Living in Halls of Residence and the Residents' Charter published in the Residents Handbook, available on the website. Serious breaches in the regulations may result in WUC terminating this Agreement early.
11. The allocated place in halls is for your use only and other persons are not permitted to make use of the place at any time, including any periods you are absent. You must not sublet or in any way allow any other person to be in joint occupation
12. Guests are permitted for limited periods only (as detailed in the Residents' Handbook) and residents may face disciplinary action for unauthorised guests.
13. You must not use any WUC premises or address for business purposes.
14. You agree to vacate the room no later than the last date of the Residential Session and return your key to the Accommodation Office. You must leave the room in a clean and tidy condition with furniture in its original place and remove all personal possessions. Charges will apply for damage, excessive cleaning or removal of rubbish and for non-return of keys.
15. You must pay the reasonable cost of repairing any damage to the halls or WUC property that you or your guests are responsible for.
16. You must give us access to your room for the following purposes:
 - (i) To clean, repair or maintain the room or building;
 - (ii) To abate a nuisance;
 - (iii) To deal with an emergency;
 - (iv) If you have not responded to our requests to make contact; or
 - (v) In the opinion of WUC there is reasonable cause to suspect breach of WUC Regulations that may impact on the Health and Safety of yourself or others;
 - (vi) For any other reasonable purpose connected with the management of the halls.

WUC's Obligations

17. WUC will use all reasonable endeavours to provide you with the room allocated to you.
18. WUC will keep the Halls of Residence insured against loss or damage by fire and such other risks as we may think necessary.

Please note we do not insure your personal possessions and you are responsible for arranging this.

19. Except in an emergency or for routine cleaning or repairs you have reported, WUC will give you at least 24 hours' notice before entering your room.

Room Changes

20. If you ask to move to a different room or hall and this is agreed by the Accommodation Office, you will be invoiced for any increase in fees appropriate to the new room, or if applicable, a refund will be given.
21. In exceptional circumstances, WUC may require you to move to a different room or hall at their discretion. Such moves may apply to students who are having difficulty paying and who would benefit from a lower rate of hall fee. In such an event you will not incur any increase in fees even if the standard of room is at a higher tariff. Where the standard of room is at a lower tariff you will receive the appropriate refund.

Termination of Agreement

22. When you accept the Agreement you make a commitment for the whole of the Residential Session as detailed in the Offer Letter and you remain liable for the Hall Fees for this entire period if:
 - (i) You do not move into halls after accepting a place; or
 - (ii) You decide to leave halls voluntarily; or
 - (ii) You are required to leave halls on disciplinary grounds (you will be required to leave halls as directed by the Accommodation Manager and/or the Senior Warden).
23. **Before the start of the Residential Session**, if you have not moved into halls, WUC will agree termination of this Agreement only in the following limited circumstances:
 - (i) You tell WUC that you no longer wish to take up your room in halls within 14 days of accepting the offer of a place;
 - (ii) You are unable to begin, or continue studies at WUC. In which case you must notify WUC in writing by 1st September or within 7 days of acceptance if you accept a room in halls after this date;
 - (iii) There are proven extenuating circumstances and cancellation of the Agreement is agreed by WUC.

Provided you have informed the Accommodation Office in writing by the deadlines indicated, you will receive a refund of the £200 Deposit and Hall Fees, where paid.

24. In the unlikely event that WUC cancels your place in halls before you take up residency, you will receive the return of the £200 Deposit and any Hall Fees paid.
25. **After the start of the Residential Session** or, if you have moved into halls (whichever is soonest) WUC will agree termination of this Agreement in the following limited circumstances only if:
 - (i) you withdraw from your studies; or

- (ii) your place in halls is withdrawn because, in the reasonable opinion of WUC, remaining in halls would be detrimental to your health or welfare or the health or welfare of others; or
- (iii) there are proven extenuating circumstances which prevent you from living in halls, which are agreed by WUC. In this situation you should write a Letter of Appeal, addressed to the Accommodation Office, detailing the circumstances and evidence must be provided to support your request for release. Requests relating to financial difficulties would not normally be considered and WUC may offer a cheaper room if available.

If release is agreed, you will be required to vacate your room within 1 week and will be required to pay for the weeks up to your departure* plus 4 weeks (calculated Monday – Sunday) or to the end of the Residential Session, whichever is the lesser. (*Departure will be assumed from the date the room is cleared and keys returned). If a replacement occupant can be found, you will be liable for the Hall Fees up to the date the new occupant takes over payments. Providing WUC has no other vacancies, you may propose a replacement occupant to the Accommodation Office. This must be a student registered at WUC who is not already in residence (or on the waiting list), who does not have accommodation fee debts and who is acceptable to WUC. WUC shall be entitled to place such person on the reserve waiting list.

26. WUC will only replace you with a person on the waiting list (where one exists);

- (i) After 1st September;
- (ii) Providing WUC has no other vacancies; and
- (iii) Providing that to do so would not cause a loss of income to WUC.

At all times it is your responsibility to ensure that the Accommodation Office has been informed in writing of your intentions.

Notice to Quit (NTQ)

27. WUC may terminate this Agreement by serving a Notice to Quit if:

- (i) without authorisation, any payment of Hall Fees is overdue;
- (ii) you or your visitors are in breach of any of these terms and conditions;
- (iii) you are in breach of disciplinary regulations/Regulations for Students in Residence;
- (iv) you are considered a danger or risk to yourself or others; or
- (v) you are no longer attending lectures.

28. Once you have received a NTQ you must vacate your room within the time stated. You will remain liable for the Hall Fees for the remainder of the Residential Session.

29. Any charges incurred with the collection of debt or the issuing of a NTQ will be passed onto you, including solicitors' charges and court costs.

30. WUC has an appeals procedure – details can be found in the Student Handbook or you can ask the Accommodation Office.

Limit of Liability

31. WUC does not accept liability for the loss of or damage to any personal possessions on campus, other than that resulting from WUC's own negligence. WUC recommends that students make sure their personal possessions are insured during their stay at Writtle.

Data Protection

32. By accepting this Agreement, you agree that all data supplied to WUC can be shared with other departments in the University College and to third parties if it is reasonable for us to do so. This includes for the purposes of debt recovery or crime prevention/detection and providing the local authority with a list of students in halls for the purpose of supporting the process of student exemptions for Council Tax and Voting Register.

Declaration and Signature

33. Please sign below to confirm that you have read and understand the terms of this Agreement. Your signature signifies that you have also read the documents referred to below which should be read before signing this Agreement.

| | |
|---|--|
| Name: _____ (please print name clearly) | Course: _____ (including level ND, FDEg, BSc etc.) |
| Signed: | Dated: |
| Signed by Parent/Guardian: (for students under 18 years of age) | Dated: |
| Signed for and on behalf of Writtle University College: <i>J Hasnip</i> | |

The £250.00 damage deposit can be paid either by sterling cheque/banker's draft, direct bank transfer or debit/credit card.

BANK ACCOUNT DETAILS FOR PAYMENTS

Barclays Bank PLC. Chelmsford Business Centre
40-41 High Street, Chelmsford Essex CM1 3BE

Sort Code: 20-20-35.

Account Number: 50936146.

SWIFT: BARC GB22.

IBAN: GB19BARC20203550936146

You should keep a copy of this Agreement.

Further information for reading before signing this document can be found in;

- Student Handbooks
- [Residential Handbook](#)
- [Accommodation Guide](#)
- Regulations for Students Living in Halls of Residence (issued with Offer Letter).
- WUC website www.writtle.ac.uk

Hard copies can be requested via the Accommodation Office.

CARRY FORWARD DEPOSIT (RETURNING STUDENTS ONLY).

Please arrange to carry forward my current deposit of £.....
(You will have to pay any shortfall if your deposit does not total £200)

I have paid a shortfall of £.....

I agree to pay any additional shortfalls on request.

Signed.....Date.....