

**UNIVERSITY OF LINCOLN  
STANDARD TERMS AND CONDITIONS OF RESIDENCE**

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## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these terms and conditions, the words and expressions shown in bold print in this clause have the meaning given next to them:

**“Accommodation”** means a bedspace, study bedroom or studio within a Flat in the Building, of the type specified in the Offer, which We will allocate to You. “Accommodation” includes any bedspace, study bedroom or studio that We allow You to occupy at various times during the Tenancy Period. This allocation may be subject to amendment in the event of safety emergency and an irreparable breakdown in Flat relationships.

**“Booking Process”** means the steps required to make Your application to Us for accommodation, Our offer to provide You with that accommodation and Your acceptance of that offer.

**"Building"** means the building specified in the Offer.

**"Accommodation Handbook”** means the information We give You about living in Our residences.

**"Contents"** means fixtures, fittings, furniture equipment, Keys, and other items that We provide for Your use. Contents in Shared Areas are for the shared use of students entitled to use those Shared Areas. A list of typical contents can be viewed at <https://accommodation.lincoln.ac.uk/>.

**“Contract”** means a legally binding agreement for the rental of the Accommodation for the Tenancy Period made between You and Us and consisting of the Offer, these terms and conditions, any special conditions set out in the Offer and all applicable documents referred to in these terms and conditions and/or in the Offer.

**“Drugs”** means any one or more ‘controlled drug’ as defined in section 2 of the Misuse of Drugs Act 1971, except for any controlled drug which is in Your lawful possession for the purpose of treating a medical condition which You have.

**“Flat”** means a flat or house in the Building shared by several occupiers.

**"Insured Risks"** means the risks of fire, flood and such other risks as We may decide to insure the Building against.

**“Interest”** means interest at the rate of 3% per annum above the base lending rate of The Bank of England on any sum which has not been paid by the due date, calculated on a daily basis from the due date for payment until actual payment.

**“Keys”** means all keys, fobs, entry cards, passes and other access devices that We issue to You so that You can have access to the Building, the Accommodation and Your post box.

**“Offer”** means Our offer to provide You with Accommodation, which We make during the Booking Process.

**"Payment Dates"** means the dates You have to pay an instalment of Rent, as specified in the Offer.

**“Psychoactive Substance”** has the meaning given to those words in the Psychoactive Substances Act 2016.

**"Regulations"** means the University of Lincoln General Regulations and any rules, regulations, policies and codes of conduct that We make available to You during the Booking Process. “Regulations” may also mean regulations that We make to deal with an emergency, if We inform You about them during the Tenancy Period. These may include reasonable instructions on fire safety, health and safety, security, contagious disease or any other subject relating to the management of the Building, and they will be part of Our Contract with You.

**“Rent”** means the amount You have to pay Us for the Accommodation during the Tenancy Period.

**“Shared Areas”** means those parts of the Building or a Flat that are designated for the shared use of the occupiers of that Building or Flat (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas).

**"Tenancy Period"** means the letting period set out in the Offer.

**“We”** means the University of Lincoln of Brayford Pool, Lincoln, LN6 7FU. **“Us”**, **“Our”** and **“Ours”** have corresponding meanings.

**“Written”** and **“Writing”** include communications by e-mail to the intended recipient’s last-known e-mail address. Communications by SMS or fax are not valid for the purposes the Contract.

**“You”** means the student of the University of Lincoln named in the Offer. **“Your”**, **“Yours”** and **“Yourself”** have corresponding meanings.

## 1.2 Interpretation

- 1.2.1 Unless stated to the contrary, in these terms and conditions any reference to:
- (a) a clause is a reference to a clause of these terms and conditions;
  - (b) the law or Regulations is a reference the version that is in force at the time in question;
  - (c) a gender includes all other genders, a reference to the singular includes the plural, and vice versa, and a reference to a person includes organisations;
  - (d) the “Building”, the “Flat” or the “Accommodation” includes any part of that Building or Flat (including the Accommodation) or any part of the Accommodation, as the case may be and a reference to “Contents” includes any one or more items and any part of such items.
  - (e) “We” includes any person with an interest in the Building on whose behalf We have agreed to manage the Building, or who manages the Building on Our behalf.
- 1.2.2 The words and expressions defined in these terms and conditions shall have the same meanings where they occur in any other part of the Contract.
- 1.2.3 An obligation on You not to do an act or thing includes an obligation to ensure that Your invited visitors do not do that act or thing.
- 1.2.4 Where these terms and conditions give a list of examples the list is given as an illustration and is not an exhaustive list. Words such as “includes” or “including” do not limit the meaning of a clause.
- 1.2.5 Where a price is given for a supply that We make to You, the price excludes any applicable VAT.
- 1.2.6 A “day” is a calendar day, and includes weekends and bank holidays.
- 1.2.7 If a court decides that any part of the Contract is unenforceable, that part of the Contract will be deleted, but the rest of the Contract will remain in force.
- 1.2.8 If Your tenancy ends at any time other than the last day of the Tenancy Period, references to the “Tenancy Period” are references to the duration of Your tenancy.

## 2 AGREEMENT

- 2.1 When We notify You that the Booking Process is complete, a legally binding agreement (the Contract) will be formed. The Contract will be between (1) Us and (2) the You. Once the Contract has been formed, it may only be terminated as set out in these terms and conditions.
- 2.2 The Contract will consist of (a) the Offer, and (b) these terms and conditions any special conditions set out in the Offer and all applicable documents referred to in these terms and conditions and/or in the Offer.

- 2.3 The documents listed in clause 2.2 will constitute the entire agreement between You and Us. If any variation to these documents is agreed, We will write to You to confirm the variation.
- 2.4 When the Contract is formed, We agree to provide the Accommodation to You for the Tenancy Period and We agree to comply with Our obligations in the Contract. In return You agree to comply with Your obligations in the Contract.
- 2.5 The Contract is personal to You. You are not entitled to transfer Your Contract to anyone else or allow someone else to live in the Accommodation.
- 2.6 The Accommodation includes the following:
- 2.6.1 the right to use the Contents in the Accommodation for their intended purpose;
  - 2.6.2 the right (jointly with other residents) to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;
  - 2.6.3 heating, lighting, water and power supply to the Shared Areas;
  - 2.6.4 heating, lighting, water and power supply to the Accommodation;
  - 2.6.5 insurance of the Building and its Contents;
  - 2.6.6 insurance of Your personal belongings excluding accidental damage up to a maximum value of £5000 on the terms of Our block insurance policy with Endsleigh: <https://www.endsleigh.co.uk/>
  - 2.6.7 reasonable cleaning of the Shared Areas outside Flats;
  - 2.6.8 internet, provided You pay Your Rent on time and comply with the Regulations on use of Our internet service;
  - 2.6.9 rubbish disposal from the designated bin store areas at the Building.
- 2.7 The Accommodation does not include the following:
- 2.7.1 council tax (see clauses 3.1.5 & 4.2);
  - 2.7.2 payment for use of the laundry;
  - 2.7.3 licence for television [unless We provide the television set];
  - 2.7.4 refuse removal from the Accommodation, from Flats or from any Shared Areas other than the designated bin stores;
  - 2.7.5 charges for excessive consumption of heating, lighting, water and power supply (as compared with the amount typically used in comparable accommodation).

- 2.8 If We let someone take occupation of student accommodation without completing the Booking Process, that person shall be deemed to occupy on the basis of these terms and conditions. They shall be liable to pay for the accommodation they occupy at the rate of the advertised rent for that accommodation from the time they begin occupation until the end of the advertised tenancy period for that accommodation.

### 3 YOUR OBLIGATIONS

#### 3.1 Financial obligations

3.1.1 You must pay Us the Rent either:

- (a) in full on or before the date for full payment specified in the Offer;  
or
- (b) in the instalments specified in the Offer, on the Payment Dates.

3.1.2 Rent is payable "in advance". This means that if Your tenancy ends before the start of the Tenancy Period for a reason that is not Our fault, or if You paid the Rent in full before the start of the Tenancy Period, We do not have to give You a refund.

3.1.3 Rent is charged at the same daily rate throughout the Tenancy Period. The amount of any instalment may not necessarily correspond exactly to the interval between two Payment Dates. If it is necessary to apportion Rent (for example, if the tenancy ends before the Tenancy Period expires) it will be apportioned on a daily basis.

3.1.4 If any Rent is not paid within 14 days of the applicable Payment Date, You must pay Us Interest [of Bank of England Base rate plus 2%] on the outstanding amount from the applicable Payment Date until the outstanding amount is paid.

3.1.5 Students living in the Building will normally be exempt from paying council (local) tax. If any council tax is payable for the Accommodation, it will be Your responsibility to pay it. If We have to pay council tax for the accommodation on Your behalf, You must repay Us within 7 days of Us asking You for the money. If We ask You to produce a valid council tax exemption certificate, You must show it to Us within 7 days of Us asking to see it.

3.1.6 If You lose a Key You must pay Us the costs We reasonably incur as a result. We will provide You with written evidence of what those costs are. You must pay Our costs before We will give You the replacement Key. In the meantime, Our security team will give You access to the Accommodation using a master key, as long as You provide evidence of Your identity.

3.1.7 We are not under any obligation to make changes to Your Contract, but if You ask Us to make any variation to Your Contract and We agree to Your request, You must pay Our reasonable costs for arranging the change. For

example, if You ask for a room transfer, You will have to pay a reasonable administration fee and the cost of deep-cleaning the room You are leaving.

- 3.1.8 A reasonable amount of heating, lighting and electricity is included in the Rent but if usage is excessive, You must pay Us a utility supplement. If We claim a utility supplement, We will give You written evidence of average usage, actual usage, and the unit price that We are charged by the supplier.
- 3.1.9 You must not arrange for any communications services to be connected to the Building or supplied to anyone other than Yourself. You are not allowed to make any alteration to any part of the Building (see clause 3.2) even if that is necessary for a communications service that You would like to have. Nothing in this clause prevents You from subscribing to a mobile phone network, entertainment viewing service or other personal communications service at Your own expense, as long as it does not involve connection to the Building or its installations.
- 3.1.10 If You do not comply with Your obligations in the Contract, We can claim “damages” (compensation) from You. The amount We will ask You to pay will be the amount which We believe it would take to put Us in the same financial position that We would have been in if You had complied with Your obligations. If You and We disagree on the amount of damages, You or We can ask the court to decide. We can claim damages for (among other things):
- (a) the reasonable costs We incur in preparing for and/or taking enforcement action against You if You fail to meet Your contractual obligations, including the late or non-payment of Rent and failure to vacate the Accommodation once You are no longer entitled to occupy it;
  - (b) the reasonable costs We incur in reinstating the Accommodation and Contents to the condition they were in at the start of the Tenancy Period if You do not care for them as required by these terms and conditions (a list of typical costs appears in clause 8);
  - (c) a fair proportion of the reasonable costs that We incur for reinstating the Shared Areas and their Contents to the condition they were in at the start of the Tenancy Period if the occupiers entitled to use them do not care for them as required by these terms and conditions and We cannot (after making a reasonable attempt) identify the culprit(s) - or the whole of such costs if the culprit is You;
  - (d) the reasonable costs We incur in defending or settling any claim brought by a third party as a result of Your actions or negligence and any compensation reasonably paid or ordered to be paid as a result (this includes any charges made by emergency services as a result of false alarms);
  - (e) a fair proportion of the reasonable costs We incur in defending or settling any claim brought by a third party and any compensation reasonably paid or ordered to be paid to a claimant if the claim

relates to a breach of these terms and conditions or users' negligence in the Shared Areas and We cannot (after making a reasonable attempt) identify the culprit(s) - or the whole of such costs if the culprit is You;

- (f) compensation for damage or losses that We sustain or expenses We reasonably incur as a result of any act or neglect by Your invited visitors;
- (g) the cost of supplying electricity gas water and/or internet services over and above the amount typically used in comparable accommodation;
- (h) losses that suffer or expenses We incur because You did not pay Your Rent on time.

3.1.11 If You have an obligation to make a payment to Us of an amount that is less than £100, You must make the payment through the University's online payments system.

3.1.12 If you are temporarily excluded from your accommodation under the Universities General Regulations or the Code of Conduct; you will not be charged rent. [see 3.5.1]

## **3.2 Care of the Accommodation and Shared Areas**

3.2.1 When We issue You with Your Key, We will give You details of how to view and check Your inventory. You should inspect Your Accommodation as soon as You arrive, and You must notify Our Accommodation Services team within 48 hours of arrival if the Accommodation and Contents are not as described in the inventory. If You do not report any discrepancy promptly, it may be difficult for You to claim at a later date that any damage was already present at check-in.

3.2.2 You must keep the Accommodation and its Contents reasonably clean and tidy during the Tenancy Period. At the end of the Tenancy Period, You must return the Accommodation and its Contents to Us in good clean condition and cleared of all Your personal belongings and rubbish.

3.2.3 Jointly with the other occupiers entitled to use them, You must keep the Shared Areas and their Contents reasonably clean and tidy during the Tenancy Period. At the end of the Tenancy Period, You must remove all Your personal belongings and rubbish from the Shared Areas.

3.2.4 You must pay Us (as damages) for the proper and reasonable costs of cleaning the Accommodation and its Contents if You do not leave them clean at the end of the Tenancy Period.

3.2.5 You must pay Us (as damages) a fair share of the proper and reasonable costs of cleaning the Shared Areas and their Contents if the occupiers do not leave them clean at any time during the Tenancy Period.



- 3.2.6 If You do not keep the Accommodation and its Contents in the condition required by these terms and conditions, We may give You notice asking You to bring the Accommodation back to the required condition within 2 days. If You do not comply with the notice, We may arrange for the work to be done, and We will claim the cost of the work from You, as damages. We may also serve notice on You and other occupiers if the Shared Areas assigned to the Accommodation are not being kept in the condition required by these terms and conditions. We will claim the cost of the work specified in the notice from You and other occupiers if You have not done the work Yourself within 2 days of the notice.
- 3.2.7 You must not alter, decorate, damage or attempt to repair any part of the Building or its Contents, or remove any Contents. The following are examples of what will be treated as alterations or damage:
- (a) erecting wireless or TV aerials or satellite dishes; installing cable TV
  - (b) overloading electrical installations
  - (c) blocking pipes, drains or taps (fat, sanitary products, baby wipes and hair are the worst offenders)
  - (d) allowing showers, baths, sinks or basins to overflow
  - (e) marks or holes where things have been fixed to the walls, floors or ceilings
  - (f) burns and scorch marks
  - (g) changing, removing or adding locks to windows or doors
  - (h) cracks or breakages of glass, or removal of any glazing
  - (i) changing or damaging floor coverings
  - (j) removing, replacing or installing curtains, blinds or fixings for them
- 3.2.8 You must report any damage to the Building or its Contents as soon as practicable after You become aware of it. In an emergency, You should contact a member of Our staff immediately. In other cases, You should make the report using Our electronic repair and maintenance service (details are provided in the Check-in Pack). If You fail to report damage and as a result the damage becomes worse, We will ask You to pay Us compensation for the additional damage that could have been prevented. **You must not attempt to carry out any repair or ask anyone except Us to carry out a repair.**
- 3.2.9 You will not have to pay Us for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. We will claim from You for damage which has not been caused by fair wear and tear, including accidental damage, unless the insurer pays for it. We have

discretion whether or not to claim against the insurance, because of the effect this may have on future premiums. We will exercise Our discretion reasonably. For example, We will not ask You to pay for damage caused by natural flooding, but We may ask You to pay for damage caused by Your carelessness or deliberate acts.

- 3.2.10 You must pay Us a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if We are reasonably satisfied that the damage or removal was caused by an occupier of the Building or their invited guest(s) but (after making reasonable investigations) We have not been able to identify the culprit.

### 3.3 Restrictions on using the Accommodation

- 3.3.1 We only allow You to use the Accommodation for residential and study purposes. You must not use the Accommodation for business purposes, public meetings, or for any purpose which is illegal, or which is widely believed to be immoral.

- 3.3.2 The Building is for housing registered students of the University of Lincoln. You must promptly notify Our Accommodation Services team if You are not a registered student at any time during the Tenancy Period. Do not assume that another department of the University will do this. We may claim damages from You for losses We suffer or expenses We incur as a result of You losing Your student status or failing to notify the University's Accommodation Services team that Your student status has changed. Losing Your student status will not automatically end Your tenancy or Your liability to pay Rent, but it will give Us grounds to terminate Your contract if We decide to do so.

- 3.3.3 You must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. You must not neglect to do something if that neglect is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. Examples of things that are commonly regarded as nuisance are:

- (a) noise – whether from loud conversation, musical instruments, electrical devices, banging doors or any other source: if it can be heard outside the room where the noise occurs, it is probably too loud. Noise carries a long way at night, and You need to take that into account. We may impose reasonable restrictions on the use of gardens and other Shared Areas if people using them are causing a nuisance to others.
- (b) lighting from televisions, computer screens and lamps (close the blinds)
- (c) smells – ventilate the kitchen when cooking, wrap and clear away waste food, comply with No Smoking rules, don't use incense or powerful air fresheners
- (d) having frequent or numerous guests (see also clause 3.4)

- (e) causing obstructions in the Shared Areas
  - (f) leaving Shared Areas dirty after use
  - (g) handing out leaflets, or posting them under doors
  - (h) running a business from the Building
- 3.3.4 You must not place washing to dry on radiators or in direct contact with any other heated surface inside or outside the Accommodation. If drying or airing laundry in the Accommodation, You must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, You must pay for the damage (this will normally be a proportion of redecorating costs, and the cost of cleaning or replacing textiles, after allowing for depreciation). You must not place washing to dry in any of the Shared Areas other than a room We have provided specifically for that purpose.
- 3.3.5 You must not display any notice or poster (other than a note of a domestic nature, such as “Back in 10 minutes”) which is visible from outside the Accommodation, and You must not hang or place any item outside the Accommodation.
- 3.3.6 You must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Building unless You have a disability and the animal has been trained and certified to help You carry out tasks that enable You to live independently. We advise You to contact Us before You accept the Offer if You want to bring such a trained and certified assistance animal to the Building, because We may need to make reasonable adjustments to accommodate it. We may refuse to allow an assistance animal where it would be reasonable to do so, for example where someone else in the Flat has an allergy or phobia, or the animal is not capable of assisting You in Your day-to-day tasks. You must pay Us for any damage which an animal causes in the Building if the damage is beyond fair wear and tear. If You have an assistance animal, You are responsible for keeping the animal under control and ensuring it does not cause a nuisance to others. We may withdraw permission for You to keep Your animal at the Building if it causes significant damage or nuisance.
- 3.3.7 If You are allergic to animals, or afraid of animals, You are advised to notify Us as soon as possible after receiving Your Offer, so that We can try to avoid allocating You in Accommodation which is close to a permitted animal.
- 3.3.8 You must not keep any vehicle in the Accommodation. For the purposes of these terms and conditions, “vehicle” includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares. “Vehicle” excludes wheelchairs, skateboards, roller skates (which may be kept but not used in the Building), and small cycling tools or apparatus such as inner tubes, tyre levers and brake pads.

- 3.3.9 Where parking or other vehicle restrictions apply at the Building (this will be made clear in the advertising for the Building) You must not park or allow any visitor to park or leave any vehicle at the Building without the valid applicable permit. Where a permit system operates, You (and visitors) must comply with any conditions applicable to the permit. These will be made known when the permit is issued. The issuing of permits is subject to availability and in Our discretion (with preference being given to those with mobility impairment). Charges may apply at some residences, and these will be made clear in the advertising for the Building.
- 3.3.10 You must not use a television set (or view television in the Accommodation by any other means requiring a television licence: see <https://www.tvlicensing.co.uk/>) without the applicable licence. If We provide a television in the Shared Areas, the Rent includes the television licence fee for using that television in the Shared Areas.
- 3.3.11 You must not live in any study bedroom or studio other than the one that We have allocated to You.
- 3.3.12 You must comply with Our Regulations.
- 3.3.13 You must comply with pandemic and other health emergency legislation including to inform the university of breach by others in your residence.

#### 3.4 **Visitors**

- 3.4.1 You may have visitors at reasonable times, with reasonable frequency, provided that visitors do not cause a nuisance or annoyance to other residents in the Building.
- 3.4.2 You may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that does not cause a nuisance or annoyance to other residents in the Building.
- 3.4.3 You must not host any party at the Building.
- 3.4.4 [Per 3.3.13] you may be held jointly responsible where you do not report a party being held in your residence.
- 3.4.5 You are responsible for all visitors You invite into the Building. If We or anyone else suffers loss, damage or injury as a result of the visitor's actions or negligence, You must indemnify (pay compensation to) the person or persons affected, and You may also have to pay their legal fees and expenses.
- 3.4.6 You must co-operate if a member of Our staff requests a visitor to leave the Building.
- 3.4.7 You must not allow anyone else to live in the Accommodation or in any of the Shared Areas.

- 3.4.8 We may introduce Regulations during the Tenancy Period restricting visitors if We consider that precaution to be reasonably necessary to manage a contagious illness.

### 3.5 Health and safety

- 3.5.1 You must have proper regard for Your own safety and the safety and welfare of other people whilst at the Building, and You must take reasonable precautions to avoid the risk of injury. The University of Lincoln's Accommodation Code of Conduct, which forms part of Our Regulations, gives guidance of expected standards of safety-related behaviours and actions; and can levy fines, mandate training and temporarily exclude where resident conduct is deemed in breach of the Code.
- 3.5.2 You must not use or keep any item at the Building which is likely to present a risk to Yourself or others in the Building. Examples of such items are:
- (a) firearms (even if licensed), BB guns, air pistols, air rifles or any other item which is a weapon, or which We reasonably believe You or someone else intends to use as a weapon;
  - (b) combustible, flammable, inflammable, or explosive materials except in very small quantities normally used in homes, such as paper, hairspray, aerosols. **Cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, paraffin heaters or any other heating equipment, heat lamps, lighting equipment (other than bedside, reading or table lamps) and deep fat fryers must not be kept or used in the Building unless the item was provided by Us;**
  - (c) Drugs, Psychoactive Substances or any other thing which it is illegal to use or have in Your possession.
- 3.5.3 You must not in any way interfere with or misuse any item in the Building for the prevention or detection of fire. Examples of interference or misuse include:
- (a) covering smoke alarms
  - (b) smoking in No-Smoking areas
  - (c) setting off alarms without good reason
  - (d) propping fire doors open
  - (e) removing or defacing fire exit signs
  - (f) obstructing or misusing escape routes.
- 3.5.4 Fire safety is an extremely serious matter in buildings occupied by large numbers of people. We will treat any behaviour that compromises fire safety very seriously. We will take appropriate disciplinary action under the Regulations and/or legal proceedings against those responsible.

- 3.5.5 For the safety of residents, fire and smoke detection in the Building is extremely sensitive. It may be activated by spraying perfume, air freshener or other aerosols, steam from showers or kettles, burning toast or other food. We will caution You if You accidentally activate fire or smoke detection equipment for the first time. If You accidentally activate the equipment a second or subsequent time, We will ask You to pay damages for the proper and reasonable costs of re-setting the equipment and logging the incident. We will also claim damages if You deliberately activate safety equipment without good reason, even if it is the first time.
- 3.5.6 You must attend a fire training session if We ask You to do so. Details of when this will be held will be made available when, or soon after, You take occupation. You must participate in any practice evacuations (fire drills) that We arrange. These may take place with or without advance warning.
- 3.5.7 You must comply with notices displayed in the Building relating to fire safety. You should make sure You know where all relevant emergency exits, and fire alarms are. You should make sure You know Your escape routes from Your Accommodation through the Shared Areas in case You have to leave the Building in an emergency.
- 3.5.8 You must promptly leave the Building if the fire or smoke alarm sounds; even if You think it relates to a staged evacuation.
- 3.5.9 You must not cook in any part of the Building other than in a kitchen.
- 3.5.10 You must not smoke or vape in or on any part of the Building (including outdoor areas serving the Building) unless You are in a designated smoking area.
- 3.5.11 To reduce the risk and impact of fire, You must obtain Our written consent before bringing any of the following items into the Building. We may refuse to give consent if (in Our reasonable opinion) the item is a potential hazard.
- (a) upholstered furniture;
  - (b) beds, upholstered headboards, mattresses;
  - (c) sofa-beds, futons, other convertible seating-sleeping items;
  - (d) loose or stretch covers for furniture;
  - (e) electrical appliances (see clause 3.5.13 for test requirements);
- 3.5.12 You do not need Our permission to bring Your own:
- (a) pillows, duvets, blankets or sleeping bags;
  - (b) sheets, pillowcases, valances, loose mattress covers;
  - (c) scatter cushions or seat pads, provided they comply with UK Regulations (indicated by a manufacturer's permanent (sewn-in)

label warning "CARELESSNESS CAUSES FIRE" and giving other information about the product).

- 3.5.13 Before using any electrical appliance in the Building You must have the appliance tested for safety if it is more than 12 months old and was not provided by Us. A list of Our approved electrical contractors is available from Accommodation Services at <https://accommodation.lincoln.ac.uk/>. You will have to pay the electrician if You need any testing.
- 3.5.14 You must provide Us with evidence of recent purchase, or proof of a recent portable appliance test for Your electrical appliance if We ask to see it. If You do not, and if We are concerned about the safety of Your appliance, We may arrange for a test and claim the costs from You as damages.
- 3.5.15 You must not bring any portable electrical appliance to the Building unless it is designed and safe for use in the United Kingdom (or is used with an adaptor that complies with the relevant British Standards to make it safe).
- 3.5.16 The Building's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. You must not act or be careless in a way which increases the likelihood of an Insured Risk occurring. Failure to comply with these terms and conditions, particularly those relating to health, safety and security, is likely to increase the likelihood of an Insured Risk occurring. If Your actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, We will claim that loss or damage from You. If Your actions or carelessness cause the insurer to increase the insurance premium, You must pay Us damages (compensation) equal to the amount of the increase.
- 3.5.17 You must comply with all notices and guidance relating to health and safety which may be posted in the Building or circulated by Us from time to time.
- 3.5.18 You must immediately comply with the requests and directions of Our staff where these relate to health and safety or security.
- 3.5.19 You must treat Our staff, and others in and around the Building with respect and must not use threatening, abusive or violent language or behaviour towards others or bully or harass them.
- 3.5.20 You must promptly notify Our Accommodation Services team if You become aware of any hazard (for example trip hazards, broken glass, vermin, contagious disease or electrical faults) in the Building, or of any fire or other incident resulting in injury or damage.
- 3.5.21 In some buildings, the windows have safety mechanisms to prevent them from opening to the extent where there is a risk of someone falling out. You must not override or adjust any such safety mechanisms or any other window fittings.
- 3.5.22 You must not enter or leave any part of the Building unless it is through a doorway (except in case of extreme emergency and then only if there is no

safer escape route). You must not enter any part of the Building which is indicated as being for staff use only, unless invited and accompanied by a member of Our staff. You must not enter any study-bedroom or studio except for the Accommodation unless invited and accompanied by the designated occupier. You must not enter any Flat if You do not live there, unless invited and accompanied by one or more of the designated occupiers.

3.5.23 You must provide Us with contact details of a relative or other suitable person whom We can contact in an emergency. You must notify Us if their contact details change during the Tenancy Period. We are not liable for any damage, loss, illness or injury which You suffer as a result of Us being unable to contact the nominated person or if You have not nominated a point of contact.

3.5.24 Our staff may remove any item from the Building which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item is illegal, We may hand it over to the police, without liability to You or to the owner of the item. If the item is perishable or a living thing, We will dispose of it in the way We reasonably consider to be appropriate, without liability to You or to the owner of the item. If the item does not belong to You, it will be Your liability to pay any compensation due to the owner of the item. We will give You a receipt for the item and unless the item is illegal, unsafe, perishable or a living thing We will keep it for You for up to 7 days after the end of the Tenancy Period. If You have not collected the confiscated item within 7 days after the end of the Tenancy Period, We will dispose of the item in accordance with clause 3.8.2.

3.5.25 You must not turn a blind eye if You notice that any other resident is not complying with these terms and conditions. You do not need to confront anyone, but You should promptly report any reasonable suspicion of wrongdoing to Our staff.

## 3.6 Security

3.6.1 You must not leave the Accommodation unoccupied for more than three weeks without first notifying Us of the dates You intend to be away. You must let Us know if You will be away for more than three weeks, even if You are going on a placement or for other reasons connected with Your studies. If You did not plan to be away but are unable to return to the Accommodation when You intended, You must let the Accommodation Services team know as soon as possible. It is advisable to inform Us of Your absence in writing.

3.6.2 You must close (and if the window has a locking function, must lock) the window(s) of the Accommodation before leaving the Accommodation. You and must not leave the door of the Accommodation propped or wedged open at any time.

3.6.3 You must close (and if the window has a locking function, must lock) the window(s) of any Shared Areas if You are the last person to leave that area.



- 3.6.4 You must ensure that the external door is locked after You enter or leave the Building.
- 3.6.5 You must always take Your Key(s) with You when leaving the Accommodation. You must not lend Your Key(s) to anyone else.
- 3.6.6 If the University has labelled Your Keys, You must return the Key at the end of the tenancy with that label attached and undamaged. You must not mark or label any Keys with the address of the Building or the Accommodation. You may label Keys with Your telephone number, as long as the label is removable without marking or damaging the Key. If You lose a Key, or it is stolen, You must report the loss or theft to Us immediately.
- 3.6.7 You must not allow any person into the Building unless You know who they are or the visitor shows You satisfactory identification. For Your own safety and that of other residents, You must use reasonable efforts to make sure that nobody follows You into the Building if they have no right to be there. You are not under any obligation to endanger Your personal safety. If You are afraid to challenge a potential intruder, or if You are followed into the Building by someone whom You do not know to be a resident, You should immediately contact reception in the Building or telephone the number provided by Us in Your Check-In Pack.
- 3.6.8 If You leave Your personal belongings in the Shared Areas, You do so at Your own risk, and We will not replace them.
- 3.6.9 You must not advertise any event at the Building on any social networking site or in any other way attract casual callers to the Building.
- 3.6.10 You must notify Us promptly if You become aware of any threat to security in the Building, such as a suspicious person or package, or if a door or window will not lock.
- 3.6.11 You must comply with all notices and guidance relating to security which may be posted in the Building or circulated by Us from time to time.

### 3.7 **Privacy and access**

- 3.7.1 You must respect the privacy and possessions of other occupiers in the Building.
- 3.7.2 You must give Us (and anyone working on Our behalf) access to the Accommodation for the following purposes:
  - (a) showing the Accommodation to prospective occupiers;
  - (b) inspecting the Accommodation to ensure You are complying with Your obligations in these terms and conditions or for any other reasonable purpose;

- (c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Building;
  - (d) putting right any breach of Your obligations in these terms and conditions if We asked You to do it but You haven't;
  - (e) to stop or reduce the impact of a nuisance;
  - (f) to deal with an emergency;
  - (g) if You have not responded to Our requests to make contact;
  - (h) for any other reasonable purpose connected with the management of the Building;
- 3.7.3 We will normally give You 7 days' notice of wishing to have access to the Accommodation for planned maintenance and 24 hours' notice for viewings and routine inspections. You may not receive individual personal notification, because notice may be posted in the Shared Areas or through social media.
- 3.7.4 We will be entitled to enter the Accommodation without giving advance notice to carry out repairs that You asked Us to do, to investigate and put right a breach of Your obligations, to stop or reduce a nuisance, to deal with an emergency or if We have serious concerns about Your welfare.
- 3.7.5 We do not need to give advance notice if We require access to Shared Areas, even if these are within a Flat.

### **3.8 At the end of the Tenancy Period**

- 3.8.1 You must remove all Your belongings from the Building and place Your rubbish in the designated bin stores. We are not liable for any loss or damage to property which You leave behind.
- 3.8.2 If You do leave behind any item which Our cleaning staff believe to be of value (around £100 or over), We will make reasonable attempts to contact You and (if We can store it safely) We will give You a reasonable opportunity to collect it. If We are unable to contact You, or if You do not collect the item within 7 days of the end of the Tenancy Period, We may dispose of the item as We think fit. If We sell the item, We may deduct the cost of sale and storage from the proceeds.
- 3.8.3 If We have to dispose of an item, or store it or send it to You, We will ask You to pay damages for losses suffered and/or expenses reasonably incurred as a result. We will not be liable for disposing of any items that We had no reason to believe were valuable, even if the item was valuable to You.
- 3.8.4 If You ask Us to forward an item, We may ask You to arrange Your own collection and transport by courier. If We agree to forward an item to You,

We may insist that You pay postage, packaging, insurance or any other reasonable costs before forwarding the item. Any items We forward on Your behalf will be at Your risk.

3.8.5 You must leave the Accommodation and Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Accommodation and Contents should be left in a similar condition and position at the end of the Tenancy Period to the condition and position they were in at the beginning of it. If there are any Contents in the Accommodation which are designated for use in the Shared Areas, You must return them to the Shared Areas where they belong.

3.8.6 You (jointly with other occupiers) must leave the Shared Areas and their Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Shared Areas and their Contents should be left in a similar condition and position at the end of the Tenancy Period to the condition and position they were in at the beginning of it. If there are any Contents in the Shared Areas which are designated for use in the Accommodation, You must return those items to the Accommodation.

3.8.7 You must, but only if We request You to do so, attend a check-out inspection with a member Our staff (at a time to be agreed). If You do not attend an inspection when requested You will not have the opportunity to discuss any faults identified at the check-out inspection and the inspection report will be taken as a true and accurate record of the condition of the Accommodation and Contents at check-out.

3.8.1 You must vacate the Accommodation.

3.8.2 You must return all Your Keys to Us on or before the last day of the Tenancy Period. If You do not, We will make a reasonable attempt to contact You and We will give You 3 (three) days to return Your Keys. If the Keys have still not been returned at the end of the 3 day period, We will change the locks and/or deactivate the access devices and send You evidence of the costs We reasonably incur in doing so. You agree to pay Us for the costs We reasonably incur within 7 days of Us asking You to pay.

### 3.9 **Official notices**

If You receive an official notice about the Accommodation or the Building, You must promptly forward it, or provide a copy of it, to Us. Examples of official notices include letters, bills regarding council tax, TV licensing or utility supplies and notice of intended works in the area.

### 3.10 **Complying with the law**

You must comply with all relevant legislation and other legal requirements relating to Your use and occupation of the Building.

## 4 **OUR OBLIGATIONS**

### 4.1 **Care of the Building**

- 4.1.1 At the start of the Tenancy Period, We will ensure that the Building and its Contents are in clean and sound condition and fit for habitation. If You report any significant discrepancy between the condition described on the inventory and the condition of the Accommodation as it actually is, We will carry out appropriate maintenance, repair or replacement within a reasonable time of You reporting the defect. You will be able to view details of anticipated response times on Our electronic repair and maintenance service (details will be in Your Accommodation Handbook).
- 4.1.2 We will keep the Building and its Contents in good repair and proper working order.
- 4.1.3 We will keep the Shared Areas of the Building [outside Flats] and their Contents clean.
- 4.1.4 We will arrange for the rubbish that has been placed in the designated areas of the Building to be collected from the Building and disposed of.
- 4.1.5 We can claim from You the cost of cleaning, repairs maintenance or replacements if they are reasonably necessary because You have not complied with Your obligations. We will not claim against You for damage caused by fair wear and tear, or damage which the insurer pays for.
- 4.1.6 We can claim from You a proportion of the cost of cleaning, repairs, maintenance or replacements in the Shared Areas if they are reasonably necessary because of the actions or neglect of the occupiers and (after making reasonable investigations) We cannot identify the culprit. You will be liable for the whole cost if You alone are the culprit.
- 4.1.7 As long as there is no risk to health and safety or security, We may delay carrying out a repair or replacement until You or the occupiers (as applicable) pay for the loss or damage caused by Your actions or neglect. If We do not delay and We pay out of Our own resources, We can still claim the cost of repair or replacement from You (or, in the case of Shared Areas, the occupiers) after the event. We shall not be entitled to delay cleaning, repairs maintenance or replacements where You is (or, in the case of Shared Areas, the occupiers) are not at fault.
- 4.1.8 We shall not be liable for loss of or interruption to any services to the Building, as long as We make reasonable attempts to restore the supply.
- 4.1.9 We shall not be liable for damage or breakage affecting the Building or Contents, as long as We make reasonable attempts to repair or replace it and are not prevented from repairing or replacing it due to reasons beyond Our control.
- 4.1.10 We shall not be liable to carry out any repair or replacement of the Building or Contents until We become aware that the repair or replacement is needed.

## 4.2 Council Tax

- 4.2.1 If We ask You to reimburse Us for council tax, We will provide You with written evidence of the amount demanded by the local authority and the amount We have paid.
- 4.2.2 If We receive any money from You in respect of council tax before We have paid the local authority, We promise to pay the local authority an equivalent amount, or refund the payment to You.

### 4.3 Insurance

- 4.3.1 We will keep the Building insured against the Insured Risks (subject to any applicable limitations and exclusions of the policy).
- 4.3.2 If You ask Us to provide You with a copy of the current insurance policy, We will let You have it within 14 days.
- 4.3.3 If damage by an Insured Risk occurs, We will spend the money paid by the insurer on repairing or rebuilding the Building, but only if:
  - (a) We are able to obtain all necessary permissions;
  - (b) repair or rebuilding is economically feasible and reasonably practicable.
- 4.3.4 If the Accommodation becomes uninhabitable because of an Insured Risk then (subject to clause 4.3.6):
  - (a) (i) We will use reasonable endeavours to provide You with comparable substitute accommodation until the end of the Tenancy Period or, if earlier, until the Accommodation is fit for habitation; and
    - (ii) We will pay You such relocation expenses as are reasonable in the circumstances; or
  - (b) if, in spite of trying, We are unable to provide comparable substitute accommodation, We will release You from the Contract without charge, but without being liable to pay You compensation other than reasonable relocation expenses.
- 4.3.5 Substitute accommodation will be comparable, and You must accept it, if it is similar in size, amenity and location to the Accommodation. If We provide substitute accommodation, these terms and conditions shall apply whilst You occupy it.
- 4.3.6 We will not have any obligation to provide comparable substitute accommodation if the insurer has refused to pay some or all of Our claim because of something You or Your invited visitor did or something You or Your invited visitor failed to do.
- 4.3.7 We will insure Your personal belongings up to a maximum value of £5000 with Endsleigh. Insurance of Your personal possessions is subject to the terms and conditions of the policy, which are available to view at

<https://www.endsleigh.co.uk/student/check-your-student-cover-new/>.

We recommend that You check the policy and take out any top-up cover if You have a lot of personal possessions, or any items that are not fully covered by the policy.]

#### 4.4 Policies and procedures

- 4.4.1 We will comply with the applicable Code of Practice approved under the Housing Act 2004.
- 4.4.2 We will follow Our Lettings Policy when dealing with You. The Lettings Policy explains where You can find further information on policies and procedures that apply to Your Contract (for example, Our allocations policy and Our complaints procedure).
- 4.4.3 Students of the University of Lincoln are subject to the University's General Regulations. A breach of Your obligations in these terms and conditions is likely to be a breach of the University's General Regulations and may be dealt with as a disciplinary matter.
- 4.4.4 These terms and conditions may be subject to reasonable amendment by addendum to comply with legislation and University Policy. An up-to-date copy available in the departmental blog will constitute the applicable terms and conditions with any addendum.

#### 4.5 Deliveries

- 4.5.1 We reserve the right to refuse to receive any delivery intended for You if We have reasonable grounds to believe that the item being delivered is something that You are not allowed to have in Your Accommodation (for example, Psychoactive Substances).
- 4.5.2 Subject to clause 4.5.1, We will receive on Your behalf mail and parcels sent to You at the Building. It is Your responsibility to collect them from reception, because We do not deliver to the Accommodation.
- 4.5.3 If an item is not collected within a reasonable time of delivery, We will try and contact You to remind You to collect it. If it is not collected within 7 days of Our reminder, We may return it to the sender. We will not have any liability to compensate You if We do this.
- 4.5.4 We will not accept grocery deliveries on Your behalf unless they are received through the post or a courier in closed packaging. If You order a grocery delivery, You must be in the Building and contactable to receive delivery. If You are not able to take Your grocery delivery in person, We will reject the delivery. We will not have any liability to compensate You if We do this.
- 4.5.5 We will not forward any deliveries to You if they arrive after the end of the Tenancy Period or (if sooner) after You have vacated the Accommodation.

#### 4.6 Data protection

We will only process Your personal data in accordance with Our privacy policy, which is available to view at <https://roomservice.blogs.lincoln.ac.uk/files/2020/07/Privacy-Notice.pdf>

## 5 HOW THE CONTRACT MAY COME TO AN END

### 5.1 When the Tenancy Period expires:

5.1.1 The Contract will end when the Tenancy Period expires, unless it is ended sooner in one of the ways set out in these terms and conditions. Neither You nor We need to serve notice to quit.

5.1.2 By the end of the Tenancy Period, it is likely that We will already have agreed to let the Accommodation to someone else.

**If You do not leave the Accommodation by the last day of the Tenancy Period, and as a result We have to house the new student or place a conference guest somewhere else, We will claim the costs of the substituted accommodation from You.**

5.1.3 If You do not leave the Accommodation at the end of the Tenancy Period, We will claim from You Our legal costs and any other costs We reasonably incur in recovering possession of the Accommodation.

5.1.4 You will be liable to pay Us for Your use of the Accommodation if You remain in occupation after the end the Tenancy Period.

### 5.2 Termination by You before the Tenancy Period expires

5.2.1 We agreed to allow You to occupy the Accommodation on the basis You agreed to take the Accommodation for the full Tenancy Period. After We notify You that the Booking Process is complete You can only end Your Contract early in accordance with these terms and conditions.

5.2.2 You can terminate Your Contract before the end of the Tenancy Period without having to give Us a reason, but **only** if You comply with all the conditions in this clause 5.2. You must pay the Rent in full for the Tenancy Period unless and until all of the following conditions are met:

(a) a replacement occupier, reasonably acceptable to Us, agrees to take the Accommodation for the remainder of the Tenancy Period (We will use reasonable endeavours to help You find a replacement, but cannot guarantee that a replacement will be available);

(b) You must pay Us a cancellation fee of £50 (or agree in writing that We may deduct the cancellation fee from any surplus Rent that You have paid in advance) as a contribution to the cost of administering the change of occupancy;

(c) You must have paid all sums due under Your Contract for the Accommodation, including any damages that You owe Us.

- 5.2.3 We do not have to accept a replacement occupier if the replacement is not a student at the University of Lincoln or if We reasonably believe that the proposed replacement would not be a suitable tenant. We will not accept a replacement who is already contracted to live in any of Our residences.
- 5.2.4 If You find and introduce a replacement occupier who is acceptable to Us, We will offer to let the Accommodation to Your replacement. If You do not introduce a suitable replacement occupier, We can fill any empty rooms that We already have available to let before We offer the Accommodation to a replacement occupier.
- 5.2.5 If the Contract is validly terminated under this clause 5.2.25.2, We will refund a fair and reasonable proportion of any Rent that You have already paid if it relates to the period after termination. The amount of the refund will depend on how long during the Tenancy Period the Accommodation is let to someone else. You will be liable for the Rent up to the date the replacement occupier becomes liable to pay it. That may be some time after the date You move out of the Accommodation.
- 5.2.6 If the Accommodation is not re-let before the end of the Tenancy Period, the Contract will not terminate until the end of the Tenancy Period and We will not refund any pre-paid Rent.
- 5.2.7 We may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacements for the purposes of releasing You from Your Contract, because Your early departure means We will still have an empty room. Refunds will only be given if someone else has taken over Your liability to pay Rent and there is no loss to Us.
- 5.2.8 If You hand in Your Keys before the end of the Tenancy Period, that alone is not sufficient to end Your Contract with Us. You can only end Your Contract early in one of the ways set out in this clause 5.2, or if We agree in writing to release You, or if You have a legal right to end Your Contract early.
- 5.2.9 Temporary exclusion [3.1.12] will not constitute a termination of the tenancy.

### 5.3 **Termination by the University before the Tenancy Period expires**

- 5.3.1 We may terminate the Contract at any time by serving notice on You if:
- (a) any instalment of Rent has not been paid within 7 (seven) days of the due date for payment; or
  - (b) any other payment You should have made under these terms and conditions has not been paid within 7 (seven) days of the due date for payment; or
  - (c) You are in serious or persistent breach of any of Your obligations or the Regulations; or



- (d) You do not have status as a registered student of the University of Lincoln; or
- (e) in Our reasonable opinion Your behaviour constitutes a serious risk to You or to others, or to another person's property, or makes You unfit to live in the Building; or
- (f) in Our reasonable opinion Your health constitutes a serious risk to You or to others, or makes You unfit to live in the Building.

5.3.2 We may terminate the Contract and reclaim possession of the Accommodation if any Rent remains unpaid for 14 days or more after the due date for payment and We reasonably believe that You have stopped living in the Accommodation. If We exercise Our right to end the Contract in this way, Your tenancy will end as soon as We reclaim possession. We will deal with any personal belongings that You have left behind in accordance with clauses 3.8.2 to 3.8.4 of these terms and conditions.

5.3.3 We may terminate the Contract if (in Our reasonable opinion) the Accommodation becomes unfit for habitation for reasons beyond Our reasonable control and, in spite of trying, We are unable to provide You with suitable alternative accommodation (see also clause 4.3.4).

5.3.4 If We terminate the Contract early under clause 5.3.1 (a) to (e) or clause 5.3.2, We will not refund any pre-paid Rent if it means the University will be worse off. We will refund pre-paid Rent that relates a part of the Tenancy Period during which the Accommodation was let to someone else, because in that case there will be no loss to the University.

5.3.5 If We terminate the Contract early under clause 5.3.3, We will refund pre-paid Rent that relates to the period after the Accommodation became unfit for habitation or a fair proportion of it if You did not vacate until later.

5.3.6 Before We refund any Rent, all outstanding claims against You for damages (compensation) or other money payable by You under the Contract must have been settled.

5.3.7 The conditions which apply to You being released early from this agreement, as set out in clause 5.2.2, and the "No Refunds" policy in clause 5.3.4 shall not apply if You are able to show that the reason for termination is a serious or persistent breach of Our explicit or implied contractual obligations.

#### 5.4 Relocations and transfers

5.4.1 Allocation of rooms within a Flat or Residence will be in accordance with Our Residential Estate Student Letting Policy but ultimately is in Our discretion.

5.4.2 We will consider requests for groups of friends to share a Flat, but You do not have the right to insist on occupying any particular Flat. Flats are

mainly for occupation by students of the University of Lincoln. From time to time, We may allocate a room in a Flat to someone who is not a student.

- 5.4.3 You must not swap rooms with any other occupier or move into a different room without first obtaining Our written consent. You must comply with any conditions attached to Our consent.
- 5.4.4 You may request a transfer at any time during the Tenancy Period, but We have no obligation to agree to Your request. Room transfers are always subject to the availability of suitable rooms. You may not be eligible for a transfer if You have not complied with Your obligations in the Contract.
- 5.4.5 Transfer requests must be made on Form CI (available from Accommodation Services).
- 5.4.6 You must make sure the room You are leaving, and its Contents are in good clean condition, cleared of all Your personal belongings and rubbish on the day of the transfer.
- 5.4.7 We do not normally charge for arranging a room transfer but, if the room and Contents You are leaving is not left clean and tidy, We may charge You the cost to Us of putting things right. The amount will be usually be at least £50.
- 5.4.8 We may ask You to live in suitable comparable alternative accommodation during some or all of the Tenancy Period where it is reasonable to do so. (For example, it will be reasonable to ask You to relocate if Your Flat is under-occupied or badly damaged, or if You could occupy a standard room and a person with a disability needs Your adapted room, or if We need to place You in temporary accommodation because a building programme has not been completed on time).
- 5.4.9 We may ask You to move to alternative accommodation if You have or are likely to have a contagious disease if We believe that is reasonably necessary for the protection of other occupiers and Our staff.
- 5.4.10 Alternative accommodation will be “suitable” and “comparable” if it is in the Building or in another of Our halls of residence, and You agree to accept it. If alternative accommodation is in a hotel, guest house or similar, You agree to accept that alternative for up to 4 weeks. If You have not been accommodated in one of Our halls of residence by the end of the fourth week, You will then have the right to cancel the Contract by giving Us written notice to that effect.
- 5.4.11 If You transfer or relocate during the Tenancy Period, the Contract shall apply to the substituted accommodation. If the usual price for the substituted accommodation is lower than the Rent, You will only have to pay the lower amount. If We ask You to transfer or relocate and the usual price for the substituted accommodation is higher than the Rent, You will only have to pay the Rent. If a relocation or transfer to more expensive accommodation is at Your request, You must pay Rent for Your new accommodation at the higher rate.

## 6 STATUTORY INFORMATION

### 6.1 Legislation and Regulations

6.1.1 All legislation referred to in these terms and conditions is available to view on [www.legislation.gov.uk](http://www.legislation.gov.uk).

Regulations are available to view on <https://secretariat.blogs.lincoln.ac.uk> or available on request from Our Accommodation Services team.

6.1.2 The Contract is for a tenancy of the type described in paragraph 8 of schedule 1 of the Housing Act 1988

### 6.2 How to contact Us

6.2.1 Your landlord's address for service of notices, including the service of legal proceedings, is University of Lincoln, Brayford Pool, Lincoln, LN6 7FU, marked for the attention of "Accommodation Services".

6.2.2 Further contact information, including Our reception/ contact service, is given in the Check-in Pack.

### 6.3 Provision of Services Regulations 2009

6.3.1 Much of the information which must be provided under these regulations is given in the Offer or elsewhere in these terms and conditions.

(a) The contact details for direct communication with Us, and for making complaints, are given in the Offer, in the Check-In Pack and in clause 6.2.

(b) Our VAT registration number is GB 125 5067 30 but You won't be charged VAT on Your Rent unless the Tenancy Period is for 28 days or shorter.

6.3.2 The Building is in the Universities UK Code of Standards for the Management of Student Housing, an approved Code of Practice under the Housing Act 2004. Information about the code can be viewed at [www.universitiesuk.ac.uk/accommodationcodeofpractice](http://www.universitiesuk.ac.uk/accommodationcodeofpractice)

## 7 MISCELLANEOUS

### 7.1 Repair and maintenance service

We will inform You in the Check-In Pack how to report repairs and how to request information about repairs.

### 7.2 Website and internet

7.2.1 When You use Our website, Your use is subject to the terms and conditions applicable to that site.

- 7.2.2 In most cases, the Booking Process will be concluded through Our website. Your Contract will be legally binding once We notify You that the Booking Process has been completed. You do not have to sign a separate tenancy agreement if You complete the Booking Process online.

Use of any internet service supplied to the Accommodation is subject to Our Internet Usage Policy (which may be amended from time to time). <https://www.lincoln.ac.uk/home/abouttheuniversity/governance/universitypolicies/>

### 7.3 Notices

- 7.3.1 To help avoid disputes, it is useful to keep a record of communications between You and Us. Without a written record, it may be difficult to prove later whether something was said or agreed.
- 7.3.2 Notices that We send will be deemed to have been properly served on You if:
- (a) sent by first class post or hand-delivered to the Accommodation or Your last-known residential address; or
  - (b) sent by email to Your last-known e-mail address.
- 7.3.3 Notices that You send to Us will be deemed to have been properly served on Us if:
- (a) sent by first class post to University of Lincoln at Brayford Pool, Lincoln LN6 7FU (or to such other address as We may later notify to You) and marked for the attention of Accommodation Services;
  - (b) delivered by hand to Our Accommodation Services office; or
  - (c) sent by email to [accommodation@lincoln.ac.uk](mailto:accommodation@lincoln.ac.uk) (or to such other email address as We may subsequently have notified to You).
- 7.3.4 Notices delivered by hand will be deemed to have been served the day after delivery.
- 7.3.5 Notices sent by first class post will be deemed to have been served two working days after posting.
- 7.3.6 Notices sent by email will be deemed to have been served when sent.
- 7.3.7 Any notice given in connection with the Contract must be in the English language. All other documents provided in connection with the Contract must be in the English language or accompanied by a certified English translation. If these terms and conditions or any document relating to them is translated into any other language, the English language text shall prevail.

### 7.4 Data protection

7.4.1 By entering into the Contract, You agree that We may process relevant information about You, Your visitors and any emergency contact person that You have nominated, for all lawful purposes connected to Your Contract. This may include disclosing relevant information about You to the police, other law enforcement agencies, the Benefits Service, utility companies, local authorities, immigration authorities or other government agencies, or any person who needs a reference. We will give out information about You if We are ordered to do so by the court.

7.4.2 We will allow You to see the personal information We hold about You on request. If the information We have about You is not accurate, We will correct it. If You and We disagree about whether any of Your information is wrong, We will not change the information but We will keep a record of Your objection.

## 7.5 **Limitation of liability**

7.5.1 In these terms and conditions, We exclude liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

- (a) if We cannot get in touch with Your nominated emergency contact – see clause 3.5.23
- (b) confiscation of items - see clause 3.5.24
- (c) lost property - see clause 3.8.2
- (d) interruption to services - see clause 4.1.8
- (e) repairs - see clause 4.1.10
- (f) if the Accommodation is badly damaged or destroyed - see clause 4.3.4
- (g) internet suspension - see clause 7.2
- (h) disruption caused by works – see clause 7.8.

7.5.2 We will not be liable to You for breach of contract if We are prevented from, or delayed in, performing any of Our obligations, or if We have to reduce the services provided, due to circumstances or causes beyond Our reasonable control.

7.5.3 With the exception of claims for death or personal injury caused by Our negligence or breach of contract, Our total liability to You under the Contract is limited to the Rent.

## 7.6 **Complaints**

Our complaints handling process can be viewed <https://accommodation.lincoln.ac.uk/>

## 7.7 **Advertising**

7.7.1 Any advertisements of the Building or show flats at the Building are indicative of the type of accommodation at the Building. Whilst these representations are made in good faith, We do not guarantee that Your Accommodation will be exactly the same as that shown. There is likely to be some minor variation from Flat to Flat in size, colour schemes, furnishings and Contents.

7.7.2 A list of the Contents typically provided with the Accommodation is given on Our website at <https://accommodation.lincoln.ac.uk/>. Items which appear in advertising images or show flats but which are not on that list should be regarded as being for display purposes only, and they will not be provided with the Accommodation.

## 7.8 **Disruption caused by works**

7.8.1 We may carry out works on any property We own or manage near or next to the Accommodation. We will, where possible, give You advance notice of any such works.

7.8.2 Whilst We will use all reasonable endeavours to minimise disturbance and inconvenience, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable.

7.8.3 We will not be liable to You for noise, dust, vibration, interruption of services, disturbance or inconvenience to You caused by any such works, provided We have acted reasonably. (For example, it would be reasonable to use heavy machinery during the daytime, between the hours of 8.00 am and 8.00 pm, but not at night).

7.8.4 We will not be liable to You for the impact of any works near the Accommodation if they are not on property that We own.

## 7.9 **If We do not enforce the Contract**

7.9.1 If We believe You are in breach of Your obligations, We aim to let You know as soon as practicable, and in most cases We will give You a reasonable chance to put things right.

7.9.2 If We delay in taking enforcement or disciplinary action against You, or offer You a compromise, We can choose to enforce the Contract later if things are not resolved satisfactorily.

## 7.10 **Governing law and jurisdiction**

7.10.1 The Contract will be governed by the laws of England. The English courts shall have exclusive jurisdiction as regards any litigation relating to the Contract.

7.10.2 Disputes may be settled by negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

7.10.3 The rights and remedies provided in the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## 8 SCHEDULE OF TYPICAL CLAIMS FOR DAMAGES (COMPENSATION)

8.1 The table in clause [8.2] sets out the amount(s) We will typically claim from a student if:

8.1.1 things are damaged or need cleaning, because the student did not look after them as they promised to do;

8.1.2 the student's failure to do what they promised to do causes Us additional work.

8.2 The amounts shown in this list are approximate. The actual amount We claim may be more or less than the amount shown and will vary according to the situation. For example, We may be able to repair a damaged item, or We may have to replace it. When calculating the amount, We claim for a replacement, We will take into account the age and condition of the item at the start of the Tenancy Period, and make allowance for fair wear and tear during the tenancy.

8.3 The list below is not an exhaustive list and is for illustration only.

Description	Claim up to £*
Replacement key for Accommodation	£45
Replacement fob/card/post box key	£10
Chair	£100
Bed	£400
Other furniture item	£150
Sink	£200
Radiator	£200
Toilet	£200
Mirror	£50
Carpet	£200
Wall repair	£500
Wall decoration	£350
Door/doorframe	£300
Microwave	£75
Large kitchen appliance (fridge, freezer, oven, hob)	£400
* the amount is per item/incident and includes any VAT We have to pay on supplies made to Us.	

