

TERMS AND CONDITIONS OF RESIDENCE



UNIVERSITY
OF SUSSEX

Introduction

Terms of this Agreement

The terms are contained within:

1. these Ts & Cs;
2. the Offer Letter; and
3. the University Regulations; and

Together, these documents set out our respective rights and responsibilities. Please note that further information regarding the procedures set out in the Ts & Cs can be found in the relevant Accommodation Handbook at:

www.sussex.ac.uk/study/accommodation/apply/policies

Accepting this Agreement

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.

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 the payments set out above will be due immediately.

Period of Residence

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 does not include the Summer vacation period. Accordingly, you must vacate the Accommodation and remove all of your personal possessions from it by 10:00am on the last day of the Period of Residence.

Our responsibilities

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 following our published procedures.

Your responsibilities

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 or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

Variations to this Agreement

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.

Enquiries

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.



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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> <ol style="list-style-type: none">1. enter your Room at any time and for any reason (which is similar to staying in a hotel) (please see Clause 3.2);2. require you to move to an alternative room (again this is similar to staying in a hotel) (please see Clause 3.4); and3. 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 these Ts & Cs.</p>
Glossary	<p>These Ts & Cs and the Offer Letter contain 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>

1. OUR RESPONSIBILITIES	
1.1 Services & Facilities	<p>During the Period of Residence we will use reasonable endeavours:-</p> <ol style="list-style-type: none">1.1.1 to maintain the structure of the Building and keep the Building and Communal Areas (including the lighting, heating and fire fighting equipment within them) in reasonable repair and fit for use by you and other occupiers;1.1.2 to 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; and1.1.3 to provide an adequate supply of hot water for normal domestic use. <p>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).</p>
1.2 Insurance	<ol style="list-style-type: none">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 within the limits in accordance with our insurance policy which is available at www.endsleigh.co.uk/personal/home-insurance/your-student-cover/?HHRef=HH1152 but you will be responsible for administering any claims which arise. If you are unable to access this web link please contact the Accommodation 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.

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2. YOUR RESPONSIBILITIES	
2.1 Rental Fee	<p>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.</p> <p>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.</p> <p>2.1.3 If someone other than you pays all or part of the Rental Fee to us directly (eg 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.</p>
2.2 Inventory	<p>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.</p>
2.3 Using the Accommodation	<p>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.</p> <p>2.3.2 You (and, if applicable, your Family Members) must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).</p> <p>2.3.3 You agree not to transfer this Agreement (or your rights 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.</p> <p>2.3.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2 below.</p> <p>2.3.5 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.</p> <p>2.3.6 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.</p> <p>2.3.7 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.</p>

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2.4 Visitors	<p>2.4.1 You are responsible for the behaviour of 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.</p> <p>2.4.2 You agree that we may remove or exclude your Visitors and any person authorised to occupy under Clause 2.3 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.</p> <p>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:-</p> <ul style="list-style-type: none">(a) this does not annoy other occupants of the Building or disrupt study;(b) Visitors are only permitted to stay overnight for a maximum of three consecutive nights in any 7 day period;(c) We reserve the right to withdraw this privilege on 48 hours' notice if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Building 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.
2.5 Moving Rooms	<p>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 (acting reasonably).</p> <p>2.5.2 If you are permitted to move, all these Ts & Cs will be transferred to the new Accommodation and your rent will be adjusted accordingly.</p>
2.6 Risk Assessments	<p>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.</p>


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You agree: -

- 2.7.1 to show respect, at all times, for all persons living and/or working in the Building or in the locality of the Building and not to cause or do anything that is likely to cause a nuisance or annoyance to them;
- 2.7.2 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 make or allow any loud noise (including televisions, playing music or musical instruments) between **23.00** hours and **08.00** hours;
- 2.7.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- 2.7.4 not to bring into either the Accommodation or the Building any weapons, illegal items or items which we consider to be offensive or dangerous (for example replica, ceremonial or toy weapons, knives, martial arts weapons, archery equipment or air-weapons) or 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;
- 2.7.5 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
- 2.7.6 disclose any 'relevant' unspent convictions to us where that conviction occurs before or during the currency of this License to Occupy, where:
- 2.7.6.1 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.
- 2.7.6.2 an 'unspent' conviction is a conviction that is not defined as 'spent' under the Rehabilitation of Offenders Act 1974.

2.7 Respect for Others

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- 2.7.7 not to allow persistent use of Building facilities by non-residents;
 - 2.7.8 not to smoke in the Accommodation or the Building, this includes the use of electronic cigarettes;
 - 2.7.9 not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Building; or
 - 2.7.10 not to hold parties at the Accommodation or in any other part of the Building.

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2.8 Repairs, maintenance, and alternations.

You agree: -

- 2.8.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Building;
- 2.8.2 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);
- 2.8.3 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 equipment. A full list of banned equipment can be found in the [Sussex Homes, off-campus](#) and [on-campus Accommodation Handbook](#). All items and equipment brought on to the Accommodation by you must comply with any relevant fire safety legislation and you will be required 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 legislation; and
- 2.8.4 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.

2.9 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:

2.9.1 **Electrical Appliances**

You agree:

- (a) only to use 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) 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 such items from the Buildings (including the Accommodation); and
- (e) not to bring any halogen lamps/lights or heating appliances into the Buildings (including the Accommodation).

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2.9 Safety and Security

2.9.2 **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 (eg inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes) or leaving any cooking unattended; and
- (d) not cover smoke detectors, the act of doing so could result in you being served a notice to quit to leave your accommodation

2.9.3 **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 charge being made to you;
- (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 Pets

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

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2.11 At the end of the Agreement	At the end of the Period of Residence (or earlier termination of this Agreement) you agree:	
	2.11.1	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;
	2.11.2	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;
	2.11.3	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. If you leave any personal belongings in the Accommodation, 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. OUR RIGHTS

3.1 Alterations and building works	3.1.1	We have the right to carry out any alterations or building works at the Accommodation, the Building and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.
	3.1.2	We will provide details of known building works at or adjacent to the Accommodation in the Offer Letter. You will not be eligible to make a claim under our rent rebates policy if you were notified of such building works in the Offer Letter and you subsequently accepted the Accommodation.
3.2 Access & 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.

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3.3 Removal of items from the Accommodation

We may remove 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 dangerous and/or may cause a fire hazard or which we consider constitute a nuisance (in the latter case we would usually give you prior warning). 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.

3.4 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 (eg 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;
- 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.

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3.4 Our right to require you to relocate

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 a request by us to do so, we can take legal action to ensure that you move out.

3.4.6 You may be entitled to a rent 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 rent 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 rent 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.

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5. IF YOU BREACH THIS AGREEMENT	
5.1 Payment for loss or damage	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you 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.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), 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.</p>
5.2 The procedure we will follow if you have breached this Agreement	<p>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:</p> <p>5.2.1 On us identifying or becoming aware of any breach of the terms of this Agreement, the Housing Office will decide whether to:</p> <ul style="list-style-type: none">(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 5.2.2. <p>5.2.2 Except in the circumstances set out in Clause 5.2.3, where we decide to take further action in relation to any breach:</p> <ul style="list-style-type: none">(a) the Housing Office will investigate the alleged breach and write to you drawing the alleged breach to your attention;(b) in that letter, the Housing Office will invite you to meet with them in order to discuss with you the circumstances of the alleged breach and in the case of persistent/criminal offences, the Housing Office may refer the matter to Senior Management of the University;

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5.2

The procedure we will follow if you have breached this Agreement

- (c) at the conclusion of the meeting (or within a reasonable period of time following the meeting), or if without good reason you fail to attend the meeting, 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 the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement); or
 - (vi) refer the matter to the Housing Senior Management to be dealt with under the University Regulations. This may result in a decision being made that we will terminate this Agreement; and/or
 - (vii) require you to pay for any loss or damage and/ or our reasonable costs arising from the breach.
- (d) the Housing Office will write to you, normally within 5 working days of the meeting, notifying you of the decision made;
- (e) if you are unhappy with the decision made, you can lodge a complaint in accordance with the procedure set out in Clause 7.1.

5.2.3

The above procedure will not apply if you have failed to pay the Rental Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. 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 further financial advice.

5.2.4

The above procedure is 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

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6.	TERMINATION OF THIS AGREEMENT
6.1 Your right to terminate before Start Date	<p>6.1.1 You may terminate this Agreement if you:-</p> <ul style="list-style-type: none">(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 <p>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. We will also refund the Pre-Payment If you were required to make one on application for accommodation.</p> <p>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.</p>
6.2 Our right to terminate before you take occupation / Your obligations to notify us of your late arrival	<p>If you:-</p> <p>6.2.1 owe us any money in connection with any previous accommodation that you occupied, 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 rent that you have paid under this Agreement.</p> <p>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.</p> <p>6.2.3 are not able to take up occupation of the Accommodation on the start date of the Period of Residence and have provided the Housing Office with prior written notice of your proposed date of arrival but 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.</p> <p>6.2.4 are appointed as a Residential Advisor but your position as a Residential Advisor 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 rent that you have paid under this Agreement. You will be responsible for finding your own alternative accommodation</p>

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You may terminate this agreement if you:

6.3 Your other rights to terminate

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) either: -

- (i) you have found a suitable replacement occupier approved by us who is not already in our accommodation (at our absolute discretion); or
- (ii) we find a suitable replacement, who is not already in accommodation provided by us and who enters into an agreement with us to occupy the Accommodation immediately after you have left; and

(b) 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.

6.3.2 withdraw from your course of study and you satisfy 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;
- (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 if you have breached the Ts & Cs

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

6.4.1 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 (whether formally demanded or not) and the Rental Fee (or any part of it) has been outstanding for 14 days or more; or

6.4.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at Clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in Clauses 2.6, 2.7.3, 2.7.4, 2.7.5, 2.7.7, 2.7.8, 2.9 as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these Clauses we may terminate this Agreement).

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6.5 Our right to terminate for other reasons

- 6.5.1 We shall be able to terminate this Agreement by giving you no less than 4 weeks' notice if:
- 6.5.1.1 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;
 - 6.5.1.2 Housing Services have received confirmation that you have withdrawn from your studies from the relevant student office; and
 - 6.5.1.3 we reasonably consider, because of your behaviour or for any other reason (eg an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or
 - 6.5.1.4 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, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.
- 6.5.2 We shall be able to terminate this Agreement immediately by giving you written notice if you:
- 6.5.2.1 are made bankrupt;
 - 6.5.2.2 fail to make a disclosure required under clause 2.7.6;
 - 6.5.2.3 disclose under clause 2.7.6 a 'relevant' unspent conviction that we (acting in accordance with our stated policy), consider makes you unsuitable; or
 - 6.5.2.4 are appointed as a RA but your position as a RA is withdrawn or ceases.

6.6 Effect if we terminate the Agreement

- 6.6.1 If we terminate the Agreement in the circumstances set out in Clauses 6.5 or 6.6, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, any person authorised to occupy under Clause 2.3 or your Visitors.
- 6.6.2 If we terminate this Agreement in the circumstances set out in Clause 6.6.1.1, 6.6.1.2 or 6.6.2, 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.
- 6.6.3 If we terminate the Agreement in the circumstances set out in Clauses, 6.6.1.3 or 6.6.1.4, 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.

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- 6.6.4 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.

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7. COMPLAINTS

7.1 Procedure

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.

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.

8. OTHER MATTERS

8.1 Notices and communications

8.1.1 All letters and notices sent by:

- (e) us to you will be properly served if they are delivered to you 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 8.1.3) or by e-mail (to your University e-mail account);
- (f) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Housing Office or if sent by e-mail to housing@sussex.ac.uk.

8.1.2 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.

8.1.3 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.

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

8.1.5 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.

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<p>8.2 Data Protection</p>	<p>8.2.1 We will comply with the Data Protection Act 2018 as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you with the reasonable cost of providing copies of the information.</p> <p>8.2.2 By Accepting this Agreement you agree that all data supplied to us can be shared between our departments and with third parties (e.g. contractors employed by us to undertake services at the Building, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.</p> <p>8.2.3 We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if we are permitted and/or required to do so by law.</p>
<p>8.3 Liability for loss or damage</p>	<p>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.</p>
<p>8.4 Governing law and enforceability</p>	<p>8.4.1 This Agreement is governed by English law and international students should be aware that this might differ from the law in their home country.</p> <p>8.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
<p>8.5 Legislation</p>	<p>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.</p>
<p>8.6 VAT</p>	<p>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.</p>
<p>8.7 Council Tax</p>	<p>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).</p>
<p>8.8 Guarantees of accommodation</p>	<p>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.</p>

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SCHEDULE 1

1. Payment of 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
 - 1.1.12 by "Instalments" paying the balance of the Rental Fee in equal termly instalments by debit or credit card in accordance with paragraph 4 (below) and the instalments details referred to in the Offer Letter ("Instalments").
- 1.2 Undergraduate students will pay in three equal Instalments, and postgraduate students will pay in four equal Instalments. Payment are taken around the beginning of October, January, April for undergraduates, and an additional payment in July for postgraduates.
- 1.3 Unless your Period of Residence is for 3 months or less, you could elect whether you prefer to pay in a Single Payment or Termly Instalments by selecting this during online Registration.
- 1.4 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.

If you are unable to pay the Rental Fee or any Instalment on the instalment date, please 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:
 - 2.1.1.1 on-line as part of your online registration on Sussex Direct; or
 - 2.1.1.2 in person at the Student Accounts Office, on campus in Sussex House;
- 2.2 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**.
- 2.3 If you are in receipt of a First Generation Scholarship and have agreed to use it as a contribution to your Rental Fee, the credit will appear in your Sussex Direct account from 1 September.

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3.	Sponsors	<p>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.</p>
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GLOSSARY

Words used in this Agreement and in these Ts & Cs have the following meanings:

Accept	<p>Means to formally accept the offer of the Accommodation online or by signing a paper copy of the Offer Letter or by moving into the Accommodation and "Accepted" and "Accepting" are to be interpreted accordingly.</p>
Accommodation	<p>Means the Room (which in the case of a shared flat, includes all shared areas in that flat) or any alternative accommodation to which you have moved under this Agreement.</p>
Agreement	<p>Means the contract between us and you relating to the Accommodation and comprising:</p> <ol style="list-style-type: none"> 1. These Ts and Cs; 2. The Offer Letter; and 3. The University Regulations (which will take precedence in the event of any contradiction between them and the Ts and Cs and/or the Offer Letter).
Building	<p>Means the specific Building named in the Offer Letter together with any external areas of the Building, which are owned by us (e.g. car parks, roads or gardens which adjoin the Building).</p>
Building Administration Office	<p>Mean the office at your Building or linked to your Building that provides administrative and reception services.</p>
Building Management	<p>Means the team of managers responsible for the operation of the Building (and any of are other Buildings of residence) and/ or any related services.</p>
Campus and Residential Support Team	<p>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.</p>
Communal Areas	<p>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.</p>

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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 6.4.
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 The University of Sussex Falmer Brighton East Sussex BN1 9QU T: +44 (0) 1273 678220 E: 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 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
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 the 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

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Sponsor	Means any person or organisation who is paying all or part of your Rental Fee.
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.
University Regulations	Means the University's Regulations which can be viewed at: www.sussex.ac.uk/ogs/govdocuments/regulations

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