



LIVERPOOL  
HOPE  
UNIVERSITY

1844

# Accommodation Licence

## Document Control

Responsibility for Policy:	
Approved by and date:	
Frequency of Review:	
Next Review date:	
Related Policies:	
Minor Revisions:	

## **Principles of Residency 2023/2024**

Liverpool Hope University views residency in its Halls as a privilege and an opportunity for collegial living, with all that this implies in regard to individual care and concern and mutual respect.

In providing the opportunity to live in a residential hall on one of the University campuses, the University intends and expects every new student to be welcomed and supported as part of the Hope community as early as possible. We are particularly mindful of the needs of students who may be away from home for the first time and our hall communities, both staff and fellow students, seek to provide this support. The Halls are overseen by the Head of Residential Life who has responsibility for the coherence of hall life, ensuring that students learn to live together, building community and making best use of the resources available to them. The Head of Residential Life works with the Residential Life Co-Ordinator and Senior Resident Tutors to monitor the academic progress and general welfare of students in Halls as well as overseeing the social activities and other events /opportunities available to resident students. All new undergraduate students are invited to attend a number of dining events to provide opportunity to socialise and form friendships. These dates are arranged by the University at no extra charge to students. Attendance is therefore expected unless prior permission to be absent has been granted in advance by the Senior Resident Tutor.

One or more resident tutors live in on each campus for the full academic year and are available to students throughout the week. More generally an extensive range of support services and pastoral care are available to all students through Student Support and Wellbeing in the Gateway Building.

As a University, Hope prides itself on the beauty of its campuses and on the strength of its community. It is essential that all resident students realise the importance of respect for others with whom they share their accommodation and also of the spaces that are to become their home. Living in halls should be a pleasant experience for all, however, this can be jeopardised by excessive noise or anti-social behaviour. We therefore have a Student Code of Conduct and Disciplinary Process and any breach of this Code and/or the Accommodation Licence will result in disciplinary action being taken. This may include written warnings, fines and community service. Serious breaches can result in exclusion from Halls or even the University where deemed justified. We hope that use of disciplinary sanctions will not be necessary and that all students will enjoy a rich and fulfilling experience in our Halls of Residence.

### **Sustainability**

The University is committed to embedding sustainability into everything that it does and to minimising the effect of its activities on the environment and residential students have an important role to play in enabling the University to become more sustainable. The University is aiming to minimise its impact on the environment by reducing its consumption of gas and electricity and the tonnage of waste sent to landfill, which will reduce its carbon footprint, conserve energy resources and save costs. In relation to sustainability the student is required to:

- be environmentally responsible for the consumption of gas, electricity and water and not to use these utility services in a wasteful way
- use only communal equipment and not to bring unauthorised electrical items into the Room (or common parts).
- where possible, to turn down the heating rather than open a window
- unplug electrical items when not in use
- use sustainable forms of transport (cycle, walk or use public transport)
- rinse and recycle all glass, plastic bottles and cans in the recycling bins provided

# The Accommodation Licence

## Introduction

Please read this document and make sure you understand and agree to the terms before you accept. The Accommodation Licence is governed by English law and the courts of England and Wales shall have exclusive jurisdiction to govern any disputes arising from this accommodation licence. If you are an international student you may find this different to the law which applies in your country. If you do not understand any of the terms you should consider taking advice before becoming bound by the Accommodation Licence.

**PLEASE BE AWARE THAT ONCE SIGNED, EITHER ON LINE OR MANUALLY, THIS ACCOMMODATION LICENCE IS BINDING AND CANNOT BE TERMINATED BY A STUDENT UNLESS IT IS UNDER THE TERMS OF CLAUSE [9] OF THIS DOCUMENT AND A FEE WILL STILL BE PAYABLE TO THE UNIVERSITY.**

**This Accommodation Licence is between:**

- (1) the University**
- (2) the “Student” as set out in the Licence details**

## 1. The Licence

**Definitions** - the following definitions shall apply in this Licence:

<b>‘Accommodation Charge’</b>	the accommodation charge stated in the Licence Details which is payable by the Student to the University and includes electric and water charges
<b>‘Accommodation Licence’</b>	the terms and conditions of this Licence and the Student Code of Conduct and Disciplinary Process
<b>‘Accommodation Office’</b>	is the office within the University which deals with all aspects of occupation in Halls and can be contacted on 0151 291 3434 or at <a href="mailto:accommodation@hope.ac.uk">accommodation@hope.ac.uk</a>
<b>Estates Office</b>	the Estates office can be contacted on 0151 291 3185 or at <a href="mailto:estates@hope.ac.uk">estates@hope.ac.uk</a>
<b>‘Student Code of Conduct and Disciplinary Process’</b>	the code that students must adhere to which can be viewed here <a href="https://www.hope.ac.uk/gateway/students/studentadministration/disciplinarymatters/">https://www.hope.ac.uk/gateway/students/studentadministration/disciplinarymatters/</a>
<b>‘Common Parts’</b>	all areas outside of the Room including the fixtures, fittings, furniture and equipment in them, which are provided by the University for the common use of the students;
<b>‘Deposit’</b>	the sum of £200 payable on or before completion of this Licence
<b>‘Guest’</b>	any person at the Halls or Room who is not the resident student of that Hall or Room. This will include both campus guests (who should be signed in the Visitor Log at Security) and visiting resident students from other halls;
<b>‘Halls’</b>	any residential building, forming halls of residence at Hope Park, the Creative Campus or Aigburth Park, being sites owned or occupied by the University.
<b>‘Initial Payment’</b>	the sum payable before arrival, which is part of the Accommodation Charge less the Deposit;

<b>'Licence Details'</b>	The details provided by the University to the Student which incorporates this Accommodation Contract and sets out details of the Room, the Accommodation Charge, the Period of Residence.
<b>'Payment Plan'</b>	the payment plan details to be agreed between the Student and the Finance Office as set out in the Licence Details. The Payment Plan can be set up via the Student Records Management System (details of which shall be given to the Student by the University), or in person.
<b>'Early Termination Fee'</b>	Calculation of 6 weeks from the date the key is returned to the University of your current weekly room rental charge.
<b>'Period of Residence'</b>	The period set out in the Licence Details.
<b>'Room'</b>	The flat/room number allocated to the Student as set out in the Licence Details or otherwise notified to the Student by the University.
<b>'University'</b>	Liverpool Hope University.

Any policies or procedures mentioned within this Licence are available at

<http://www.hope.ac.uk/halls/accommodationpolicies/>

## 2. Overview

- 2.1. The University is the owner of the Halls and grants licences to occupy the rooms within those Halls to students. The rooms are to be used for the purposes of rest, sleep, study and general living, subject to the provisions of the Accommodation Licence.
- 2.2. The Accommodation Licence is a legally binding contract between the Student and the University, whereby both parties agree to the terms and conditions set out in it. The University may terminate the Licence before the Period of Residence expires in the circumstances set out in clause 10.
- 2.3. The Accommodation Licence is governed by English law and the courts of England and Wales shall have exclusive jurisdiction to govern any disputes arising from the Accommodation Licence.
- 2.4. This Licence is not intended to create a relationship of landlord and tenant between the parties nor is it intended to confer exclusive possession on the Student. The Student will not be entitled to any assured, assured shorthold, or any other tenancy, nor will the Student be entitled to any statutory security of tenure upon determination or expiry of the Licence.
- 2.5. The Student agrees to adhere to and abide by the Principles of Residency as detailed on page one.
- 2.6. The Student shall be registered as a full-time student of the University and will be studying a course which earns 120 credits in a particular year. The Student is obliged to advise the University of any change in their academic status.
- 2.7. The Student must notify the University as soon as possible of any relevant criminal convictions. Should the Student fail to notify the University of such proceedings, the University reserves the right to terminate the Accommodation Licence in line with Clause 10.

## 3. Obligations of the University

During the Period of Residence and subject to the terms and conditions of the Accommodation Licence the University agrees:

- 3.1. to allow the Student to occupy the Room as licensee in accordance with the terms of the Accommodation Licence during the Period of Residence;
- 3.2. to comply with any relevant obligations under the law and the UUK Code of Practice;
- 3.3. to provide a cleaning service to the Common Parts of all Halls, which will be a minimum of weekly in all Halls.

- 3.4. to provide 24-hour security services at each campus location
- 3.5. to provide heating, electricity supply, mains water and internet connection for your studies and TV licence for the televisions installed and maintained by the University as part of the Accommodation Charge except where there is an equipment or supply failure which cannot be reasonably foreseen; and
- 3.6. to respond to any reported repair problems within a reasonable timescale.

#### **4. Accommodation Charge and Deposit**

In relation to the Deposit and Accommodation Charge the Student agrees:

- 4.1. that on or before signing this Licence, the Deposit will be paid to the University. The payment of the Deposit implies confirmation that the Student will take up occupation for the full Period of Residence;
- 4.2. The Deposit can be used by us to cover our losses in the event of you damaging the Accommodation or failing to perform your obligations set on in this Contract such as payment towards any outstanding fees.
- 4.3. to set up the Payment Plan and to pay the Initial Payment (if applicable) before arrival at the Room;
- 4.4. to adhere to the agreed Payment Plan and make all payments on time
- 4.5. to pay the Accommodation Charge in full even if the Student ceases to occupy the Room, unless there is an alternative agreement made in writing by the University (see Section 12 below).

If at the end of the Period of Residence any of the Accommodation Charge remains outstanding then the account will be passed to a commercial debt collection agency who will recover the monies on behalf of the University;

#### **5. Obligations of the Student**

The Student agrees to abide by and adhere to the following obligations:

##### Inventory

- 5.1. to check, on arrival, the fixtures, fittings and furniture provided and the general standard of maintenance;
- 5.2. to complete the inventory provided and return it to the Accommodation Office within 48 hours of arrival at the Room and immediately report any defects or missing items at [www.hope.ac.uk/estates](http://www.hope.ac.uk/estates) and follow the link for the online work request form;

##### Occupation

- 5.3. to occupy the Room during the Period of Residence and to vacate the room at the end of that period unless an alternative arrangement has been made in writing with the University;
- 5.4. not to use the Room as anything other than residential accommodation;
- 5.5. not to change, share, loan, exchange or part with the occupation of the Room or to pass the keys or swipe cards or give the door access codes to any other person, or to attempt to sub-licence any part of the Room to a third party;
- 5.6. at the reasonable request of the University, to move to an alternative room provided by the University, whether on a temporary or permanent basis, to permit essential repairs, maintenance, redecoration, if staffing or under occupancy is affecting efficient running for the University, for health and safety reasons or for any other reasonable reasons as determined by the University;

##### Health and Safety and Wellbeing

- 5.7. In certain cases where a Student becomes ill they are requested to inform the University especially if it is an illness that may be contagious or notifiable (e.g. scabies/ shingles/ Norovirus/measles/mumps/meningitis/tuberculosis/viral hepatitis etc.)

- 5.8. In serious cases, it may be necessary for the Student to vacate Halls of residence until any risk has subsided.
- 5.9. Where a student develops symptoms of Covid-19 or receives a positive test result, they are required to isolate for 5 full days before resuming their normal routine, to try and prevent the spread of infection to other students .

#### Fire Safety

- 5.10. not in any way to misuse a fire alarm or fire safety appliance. Misuse of fire alarms and firefighting equipment is a criminal offence and the University reserves the right to seek investigation and subsequent prosecution;
- 5.11. not to cover or inhibit the effectiveness of smoke or heat detectors or lights in the Room (or common parts);
- 5.12. not to use any form of aerosol spray excessively, such as deodorant sprays, which could activate the fire alarm system;
- 5.13. not to use candles, joss sticks, night lights or aromatic oil plugins and/or wax burners;
- 5.14. to keep kitchen doors closed at all times – leaving the door open while cooking will activate the smoke alarm;
- 5.15. to use the kitchens sensibly and safely and NOT to cook with deep oil, for example, chip pans;
- 5.16. NOT to leave the kitchen unattended when cooking appliances, including the oven, grill, hob, microwave, kettle or toaster, are switched on;
- 5.17. to thoroughly clean electrical appliances such as toasters, grill pans and microwave ovens after each use. The build-up of fat and crumbs can cause a fire;
- 5.18. to respond to fire alarms by following the evacuation procedure as indicated on the Fire Notices displayed in the Room and Common Parts. Disciplinary action will be taken against students who do not respond appropriately to fire alarms;
- 5.19. not to use any type of electrical appliance other than hair stylers, hair dryers, electric shavers, mobile phone chargers, games consoles, TV or computer equipment in the Room or Common Parts and to make sure that all of these items meet British standards and carry the CE mark (“authorised Electrical Appliances”). Items including but not limited to fridges, heaters, kettles, microwave ovens, slow cookers, rice cookers ARE NOT ALLOWED. Any unauthorised appliances found in the Room or Common Parts will be confiscated and stored;
- 5.20. to observe fire, health and safety advice provided by or on behalf of the University at all times and ensure that no heaters or cooking appliances are used other than those provided by the University;
- 5.21. to ensure that any Authorised Electrical Appliances are either brand new (evidence of proof of purchase required) or have a portable appliance test certificate issued by a qualified electrician. Appliances found, following inspection by the University and or any accommodation staff presumed to be over twelve months old and untested, or any article which constitutes a fire or health and safety risk will be confiscated and returned to the Student at the termination or expiry of the Accommodation Licence. If any obligation in this clause is breached disciplinary action may be taken;

#### Care and Use of the Room

- 5.22. not to bring into the Room or Common Parts or allow visitors to bring into the Room or Common Parts any illegal substances or any substance having the same effect as an illegal substance;
- 5.23. not to smoke any type of tobacco, e-cigarettes/vaping device or allow guests and visitors to smoke in the Room (i.e. rooms) or the hallways or Common Parts;
- 5.24. To ensure that any noxious smells do not permeate the Room or Common Parts
- 5.25. to report the loss of keys or access cards to rooms at Hope Park or the Creative Campus to the Accommodation Office, or for rooms at Aigburth Park to the Reception Office at Aigburth Park. A charge will be made for replacement keys and cards;
- 5.26. to treat the Room and the Common Parts with due care and attention and to keep them in a clean and tidy condition at all times and not cause damage to the Room and the Common Parts or allow any visitor to do so;

- 5.27.** to report any failure in services or defect to the Room or Common Parts to the Accommodation Office or Estates Office or in the case of an urgent matter outside office hours, to the security staff at the campus where the Room is situated;
- 5.28.** not to carry out any repairs or redecoration to the Room, or to interfere with any maintained fixtures, such as fires, boilers, fuse boards or switches located on University Room;
- 5.29.** not to stick or pin anything on the doors, walls or windows of the Room or Common Parts – pin boards are provided in study rooms for this purpose;
- 5.30.** not to exceed the maximum electrical capacity of the Room, which is 2000 watts;
- 5.31.** to keep kitchen areas clean and to remove rubbish from kitchens in the Room on a daily basis – disciplinary action will be taken and cleaning charges made if a kitchen is found to be a health risk or in an unsatisfactory condition;
- 5.32.** to wash and remove dishes and cooking utensils from the sink and worktops IMMEDIATELY after use. Unwashed dishes will be removed and disposed of after 48 hours;
- 5.33.** not to bring into the Room or Common Parts or allow visitors to bring onto the Room or Common Parts any replica or real weapons, firearms or ammunition of any description;
- 5.34.** not to dry clothing in the Room or Common Parts or to hang washing out of the windows;
- 5.35.** not to keep any animals or pets in the Halls;
- 5.36.** not to take into the Room or hallways any bicycles or motor cycles;
- 5.37.** to purchase a television licence for all televisions used in the Halls, unless provided by the University;

#### Access to the Room

- 5.38.** to allow the University via its staff or agents access to the Room or Common Parts at any time without notice in an emergency, such as real or suspected fire, leaking pipes, structural danger or where the wellbeing of a student or visitor may be at risk;
- 5.39.** to allow the University via its staff or agents access to the Room, subject to 7 days' notice, for the purpose of inspection, cleaning, checking occupation, carrying out planned maintenance, unless the student has reported a maintenance issue, in which case the repair will be carried out in accordance with the Estates Service Level Agreement;
- 5.40.** to allow the University via its staff or agents access to the Common Parts at any time;
- 5.41.** to allow Domestic Services, Accommodation or Security access to the Room without notice to check on the condition of the room where concern has been raised;
- 5.42.** to allow staff access to Halls without notice for the purpose of showing potential residents a vacant room;
- 5.43.** in all the above circumstances, students should maintain a safe environment for the University's employees or contractors who may have to enter the Room or Common Parts, e.g. ensuring that electrical cables and personal belongings do not cause a trip hazard, obstruction or risk of injury
- 5.44.** to allow the University to relocate students in to any vacant room without withholding consent

#### Personal Safety

- 5.45.** Contact the Security Lodge (0151 291 3520, [or 3800 in an emergency] for Hope Park, 0151 291 3939 for Creative Campus and 0151 727 7262 for Aigburth Park) in an emergency 24 hours a day to ensure access is granted to emergency service vehicles without delay.
- 5.46.** to observe due caution with regard to the security of the Room and Common Parts, ensuring that doors and windows are kept locked when unoccupied (even when visiting the kitchen or shower) and that communal doors are not propped open or obstructed;
- 5.47.** to report immediately to the Estates Office (or out of office hours to Security staff or a responsible person) any defect or problem which may compromise the health, safety or security of the University community or its visitors;
- 5.48.** to notify the Senior Resident Tutor of any planned absences of one week or more;

#### Consideration for Others

- 5.49. to be considerate of others at all times by not causing a nuisance or disturbance in any way to other students, neighbours, staff or visitors to the University;
- 5.50. not to play music or make noise which can be heard outside the Room, especially between the hours of 11.00pm and 7.30am;
- 5.51. to play musical instruments only in the practice rooms provided for that purpose;
- 5.52. not to hold any social gathering at the Room or Common Parts without the advance permission of the Senior Resident Tutor;

#### Guests

- 5.53. to sign in all Guests (day or night) at the relevant Security Lodge at Hope Park or the Creative Campus, or the Reception Office at Aigburth Park. Non-residents found in Halls who are **not** signed into the visitor log book and are de facto trespassing, will be asked to leave and the host student will be subject to disciplinary action;
- 5.54. to ensure that Guests do not enter the Room before 8.00am and leave by 11.00pm;
- 5.55. not to have any overnight Guests in the Room;
- 5.56. a temporary room may be booked for Guests via the Accommodation Office, subject to 72-hour notice, availability and advance payment of the nightly charge;
- 5.57. to supervise Guests at all times and not to allow them to enter any room other than that of the Student. Guests can only enter other rooms/Halls by invitation and must be accompanied by the Student. Guests should not be left alone in Halls;
- 5.58. To take responsibility for the behaviour of Guests during their visit – the Student will be subject to disciplinary action if their Guest breaks any rules under the Accommodation Licence;

#### Disciplinary Procedures

- 5.59. to comply with the disciplinary procedures set out in the Student Code of Conduct and the overall authority of the Senior Resident Tutors, Security Staff, the Proctor and the Deputy-Vice Chancellor and Provost or his/her nominee;
- 5.60. Students who have been subject to disciplinary action will usually be disqualified from applying for Halls in the following academic year.

### **6. Prior to the End of the Period of Residence**

The Student agrees to allow the University to inspect the Room and Common Parts for damage prior to the end of the Period of Residence or earlier termination.

### **7. End of this Licence**

At the end of this Licence the Student agrees:

- 7.1. to return the Room back to the University in a condition suitable for re occupation;
- 7.2. to remove all personal belongings, food and rubbish from the Room and Common Parts and leave all areas including communal kitchens in a clean and tidy condition;
- 7.3. to remove all possessions from the Room. Any possessions left after the end of this Licence will be deemed to have been abandoned and may be disposed of at the discretion of the University without recompense to the Student.
- 7.4. for those students whose course continues after the end of the Licence, to move to alternative Room as specified by the University, until the end of the course, if requested by the University;
- 7.5. to return the keys to the Room. Keys should be handed in to the Accommodation Office, or the Security Lodges at Hope Park, the Creative Campus and Aigburth Park;
- 7.6. to pay for any loss of keys, removal of rubbish, cleaning or damage to the fittings and fixtures or fabric of the Room or Common Parts caused by the student or Guest(s).

### **8. Damage to the Room**



- 8.1.** If damage is caused to the Room or the Common Parts by the Student/or Guests in breach of clause 5.26, including, but not limited to, damage to furniture, fixtures, fittings, carpets, decorations or fire equipment, then the cost of remedying the breach will be passed on to the Student.
- 8.2.** Where damage or loss occurs to University property at the room or common parts and it is not possible for the university, after making reasonable enquires, to ascertain who is at fault, the students within the flat/cluster will be held jointly and severally liable for that damage or loss. Each student within the flat/cluster will be expected to pay a fair and reasonable proportion, as may be reasonably determined by the university, of the costs of repairing the damage or reinstating the loss.
- 8.3.** The student may be advised of a recharge for damage arising out of a breach of this agreement immediately after the damage has occurred or at the end of the period of residence. If payment is not otherwise made, the university reserves the right to make a deduction from the deposit at the end of the period of residence. Where no deposit has been paid, or where the student has permanently vacated the room during the period of residence, or where the cost of the damage exceeds £200 an invoice will be sent to the students home address and the student will be required to pay the same within 14 days of receipt.
- 8.4.** Failure to recover the cost of the damage caused by the student and/or its guests or under clause 8.2 will result in the cost being added to the student's university account and pursued through the credit control team.

## **9. Termination of this Licence by the Student**

- 9.1.** If the Student wishes to terminate this Licence before the end of the Period of Residence the Student is required to complete a Termination Application form and submit it to the Accommodation Office together with any supporting evidence necessary to prove claims made in the application.
- 9.2.** The decision as to whether to allow the Student to terminate this Licence shall be made by the Head of Residential Life or his/her nominee at his/her absolute discretion and only in extraordinary circumstances in accordance with the University's Termination Policy. If the University decides to allow the Student to terminate then the provisions of the Termination Policy will apply. If the University decides not to allow early termination, then the Student will remain liable for the full Accommodation Charge;

## **10. Termination of this Licence by the University**

The University may terminate this Licence at any time by serving written notice on the Student if:

- 10.1.** the Student fails to make any payment that is due and payment is overdue by 30 days or more; or
- 10.2.** the Student is in breach of the Accommodation Licence or has committed a serious or persistent disciplinary offence; or
- 10.3.** the Student is excluded from Halls due to a breach of the Student Code of Conduct; or
- 10.4.** the student does not have status as a full-time registered student (studying 120 credits or more in one year) of the University for any reason whatsoever; or
- 10.5.** in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others, or the University, or other people's property; or
- 10.6.** the Room (or access to it) is damaged to the extent that it is not fit for habitation.

## **11. Calculation of the Accommodation Charge after termination**

- 11.1.** If the student is successful in their application for early termination of the Licence under Section 9 above, the Student will have to pay the Early Termination Fee;
- 11.2.** If the student is unsuccessful in their application for early termination of the Licence under Section 9 above, the full Accommodation Charge will remain payable, even if the keys are handed in and the Room is returned to the University;
- 11.3.** If this Licence is terminated by the University under Section 10 above, the Student will have to pay the Early Termination Fee, however, at the University's absolute discretion and depending on the circumstances of the termination, the remaining Accommodation Charge up to the end of the Period of Residence may remain payable in full by the Student;

**11.4.** The Early Termination Fee or any other charge will not be payable if the Room is licensed by the University (at its discretion) to a student (who is not already residing at Halls and wanting to relocate) for the remaining Period of Residence

## **12. General**

**12.1.** The Student agrees to abide by the Car Parking Policy found at

**[www.hope.ac.uk/gateway/carparkingathope/studentparkingpermit/](http://www.hope.ac.uk/gateway/carparkingathope/studentparkingpermit/)**

**12.2.** The rights and obligations under the Accommodation Licence are personal to the University and the Student and are not intended to confer rights or benefits upon any successor in title or third party under the Licence (Rights of Third Parties) Act 1999 other than the University as appropriate to the Hall in question

**12.3.** It is a condition of this Licence that at the end of the Period of Residence (or earlier termination) the Student shall leave the Room and hand them back to the University with vacant possession and further will meet any or all reasonable expenses of the University in the event of non-compliance by the Student of this condition.