



ACCOMMODATION LICENCE AGREEMENT

(INCORPORATING THE RESIDENCE HANDBOOK, UNIVERSITY REGULATIONS
AND (FOR CATERED RESIDENCES ONLY) CARD SCHEME TERMS)

This Licence incorporates the Particulars and the terms of and regulations in the Residence Handbook, the University Regulations and (for catered licences only) the Card Scheme Terms (as those terms are defined below).

This Licence only applies whilst the Student is a registered student of the University.

Some of the provisions in this document will only apply if this Licence is (as the case may be) for a twin or bunk Room or for a sessional or termly licence or for a catered licence or for a Room within a shared Flat/House. Such provisions are highlighted in this document as relevant.

This Licence is governed by the law of England and Wales.

This Licence creates legally binding obligations between the Student and the University. If the Student breaches their obligations in this Licence the University has a variety of remedies (including any under civil or criminal law) and potentially may terminate this Licence early and/or take disciplinary action.

Before signing this Licence, the Student should read this Licence and the Residence Handbook, University Regulations and (for catered licences only) Card Scheme Terms and take any legal advice they may need to ensure that they understand the terms, conditions and obligations under these documents.

1 Definitions

- 1.1 **Accommodation Fees Notice:** the University's accommodation fees notice in force from time to time and forming part of the Residence Handbook. The Accommodation Fees Notice can be downloaded from the following web page – <http://www.aber.ac.uk/en/student-finance/undergraduate-uk/accommodation-fees/>. Alternatively, a hard copy can be requested from the University's Residential Services department.
- 1.2 **Card:** has the meaning given to that term in the Card Scheme Regulations (**for catered licences only**).
- 1.3 **Card Scheme:** the scheme for the pre-paid debit Card for the purchase of Catering Services (**for catered licences only**).

- 1.4 **Card Scheme Terms:** the University's terms and conditions in force from time to time for the Card Scheme. The Card Scheme Terms can be downloaded from the following web page – <http://www.aber.ac.uk/en/hospitality/aber-card/terms-conditions/>. Alternatively, a hard copy can be requested from the University's Residential Services department (**for catered licences only**).
- 1.5 **Catering Services:** the supply of food and non-alcoholic drinks in the University owned or managed catering outlets which are specified in the Card Scheme Terms as the outlets at which the Card can be used for the purchase of Catering Services (**for catered licences only**).
- 1.6 **Common Parts:** all communal stairwells, corridors and lobbies, any common room facility and any laundry room within the Residence, any communal bicycle parking facilities and all footpaths providing access to and from the Residence and owned by the University.
- 1.7 **Contents:** the fittings, furniture, soft furnishings and effects contained in the Room and the Shared Areas from time to time as specified in the Inventory.
- 1.8 **Deposit:** the £100 previously paid by the Student as the Acceptance Fee and which, on commencement of the Licence Period, automatically converts to a security deposit to be held in accordance with clause 6.
- 1.9 **Early Arrival Request:** a request by the Student to arrive before the start date or (**for termly licences only**) the start dates referred to in the definitions of (as relevant) Licence Period and Licence Sub-Period in the Particulars to this Licence and which the University has agreed to under the Residence Handbook.
- 1.10 **Flat/House:** a self-contained flat or house (as the case may be) at or within the Residence containing private study bedrooms and Shared Areas (**this definition and any reference to Flat/House in this Licence shall only apply to licences of Rooms in flats or houses**).
- 1.11 **Inventory:** the inventory of the contents in the Room and the Shared Areas as at the start of the Licence Period in relation to which clause 5 applies.
- 1.12 **Permitted Use:** private study bedroom only for use by the Student.
- 1.13 **Residence Handbook:** the University's residence handbook issued in force from time to time which sets out various rules, regulations and guidance to students in residences at Aberystwyth University. The Residence Handbook can be downloaded from the following web page – <http://www.aber.ac.uk/en/media/departmental/accommodation/pdfs/residence-handbook-14-15-eng-web.pdf>. Alternatively, a hard copy can be requested from the University's Residential Services department.
- 1.14 **Shared Areas:** the corridors, hallways, kitchen, dining and any other communal areas within the relevant Flat/House (**this definition and any reference to Shared Areas in this Licence shall only apply to licences of Rooms in flats or houses**).
- 1.15 **University's Regulations:** the University's rules and regulations and in force from time to time applying to all registered students of the University, and irrespective of whether or not they are a resident within a University owned and managed property. The University Regulations can be downloaded from the following web page - <http://www.aber.ac.uk/en/toolkit/rules-regs/>. Alternatively, a hard copy can be requested from the University's Residential Services department. For the purposes of this Licence the Student is referred in particular to the introductory notes, Rules 1 (Introduction), 2 (Rules), 3 (Regulations), 4 (Penalties), 5 (Disciplinary Procedure), 6 (Information) and Appendix (Criminal Convictions) of the University Regulations.

2 Licence to occupy

- 2.1 This Licence is between the University and the Student referred to in the Particulars to this Licence.
- 2.2 Subject to the terms of this Licence, the University grants the Student a licence for the Licence Period to:
- 2.2.1 occupy the Room for the Permitted Use only; and
 - 2.2.2 use the Contents, the Shared Areas and the Common Parts for their intended purposes.
- 2.3 Where the Student arrives early pursuant to an Early Arrival Request, the Licence Period or (**for termly licences only**) the relevant Licence Sub-Period (as the case may be) shall commence on the date the Student arrives, not the relevant date referred to in the definition of Licence Period or Licence Sub-Period in the Particulars to this Licence.
- 2.4 The licence to occupy granted by clause 2.2 shall only apply whilst the Student is a registered student of Aberystwyth University.
- 2.5 The University reserves the right to enter the Room, the Shared Areas, the Flat/House, the Common Parts and the Residence at all reasonable times on reasonable notice (save in emergencies when no notice is needed) and with or without University staff, its agents and workmen and any materials, tools and equipment in relation to:
- 2.5.1 examining the state and condition of the Room, the Shared Areas, the Flat/House, the Common Parts and the Residence;
 - 2.5.2 carrying out any repair, maintenance and replacement works or any works required under statute to the Room, the Shared Areas, the Flat/House, the Common Parts and the Residence;
 - 2.5.3 ascertaining whether the Student has complied with their obligations in this Licence;
 - 2.5.4 investigating any reported incidents in respect of the Room, the Shared Areas, the Flat/House, the Common Parts and the Residence;
 - 2.5.5 complying with its obligations in this Licence; and
 - 2.5.6 the University's interest in the Residence.

3 Parties' obligations and incorporation of terms

- 3.1 The Student and the University will comply with their respective obligations in this Licence.
- 3.2 This Licence incorporates the terms, conditions, rules and regulations of the Residence Handbook, the University Regulations and (**for catered Residences only**) the Card Scheme Terms.
- 3.3 The Student has not represented or failed to disclosed and will not misrepresent or fail to disclose any circumstances to the University in order to acquire or maintain this Licence.

4 Accommodation Fee and other sums

- 4.1 The Student will pay the Accommodation Fee to the University either:
- 4.1.1 in one lump sum on or before the start of the Licence Period; or

4.1.2 via a maximum of three instalments on or before the start of the Licence Period in accordance with the Accommodation Fees Notice.

4.2 Where the Student arrives early pursuant to an Early Arrival Request, the Student will pay the early arrival charges referred to in and in accordance with the Residence Handbook. Those charges form part of the Accommodation Fee but are payable in addition to the Accommodation Fee sum set out in the Particulars to this Licence.

4.3 The Student will pay the Accommodation Fee and any other sums payable under this Licence on the due dates and in the manner specified in this Licence and the Accommodation Fees Notice without any deductions, counter-claims or set off.

4.4 If the Student vacates the Room before the expiry of the Licence Period or **(for termly licences only)** the expiry of each Licence Sub Period for any reason without the University's permission (which permission the University is not obliged to provide) then:

4.4.1 the Student will not be entitled to a refund of any Accommodation Fee they have previously paid unless the University relets the Room to another student for the whole or any part of the remainder of the Licence Period in which case the University will as soon as reasonably practicable repay to the Student the Accommodation Fee previously paid in respect of the period from and including the date of the reletting; and

4.4.2 the Student shall continue to pay accommodation charges at the same daily rate as the Accommodation Fee in respect of the period up to and including whichever is the later of:

4.4.2.1 the date on which they return the Room key to the Residential Services department; and

4.4.2.2 the date they vacate the Room

whether or not the University's permission has been given to the vacating of the Room.

5 Inventory

5.1 Upon moving into the Room and no later than 7 working days after the start of the Licence Period, the Student must:

5.1.1 check that the Inventory correctly identifies all Contents in the Room and the Shared Areas and any missing or damaged Contents as at the date on which the Student moved into the Room; and

5.1.2 sign and return the Inventory to the University listing any missing or damaged Contents.

5.2 If within 7 working days after the start of the Licence Period the Student has not returned the completed and signed Inventory to the University listing any missing or damaged Contents, the Student accepts that the Inventory supplied by the University is correct.

6 Acceptance Fee and Deposit

6.1 The Student will pay the University the Acceptance Fee on or before the date of this Licence in accordance with the accommodation offer from the University to the Student.

6.2 If the Student fails to take up occupation of the Room at the start of the Licence Period the University will retain the Acceptance Fee in full to cover its administrative costs in relation to

that non-occupation and seeking an alternative occupier of the Room. This will not apply if the reason for the Student's failure to take up occupation is due to medical, welfare or academic reasons accepted by the University (in which case the Acceptance Fee will be repaid to the Student as soon as reasonably practicable after the start of the Licence Period).

6.3 On commencement of the Licence Period, the Acceptance Fee automatically converts to the Deposit in relation to which:

6.3.1 The Deposit will be held by the University during the Licence Period to compensate or partly compensate the University for:

6.3.1.1 any damage, or compensation for damage, to the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence or for any missing Contents for which the Student is liable under their obligations in this Licence;

6.3.1.2 the University's costs properly incurred in relation to or for rectifying or remedying any breach by the Student of their obligations under this Licence; and

6.3.1.3 any unpaid rent and any other unpaid sums or monies due or payable by the Student to the University under this Licence.

6.3.2 If:

6.3.2.1 the Student breaches any of the Student obligations in this Licence; or

6.3.2.2 the circumstances in clause 9.4.2 apply

the University may make deductions from the Deposit to compensate it or partly compensate it for any of the matters referred to in clause 6.3.1.

6.3.3 If the Deposit will not fully compensate the University for any of the matters referred to in clause 6.3.1 or in any of the circumstances referred to in the Residence Handbook, the University may require the Student to pay the shortfall to the University within such period of time as the University (acting reasonably) notifies to the Student in writing.

6.3.4 If the University has made any deductions under clause 6.3.2, it may but need not require the Student to pay to the University the shortfall between the original Deposit and the amount of the Deposit (if any) after any such deduction with the intent that the Deposit shall at all times be not less than the amount of the original Deposit. Such shortfall will be payable within such period of time as the University (acting reasonably) notifies to the Student in writing. Any such shortfall paid will form part of the Deposit for the purposes of this Licence.

6.3.5 Clauses 6.3.2-6.3.4 will not affect and will be in addition to any other remedies available under the civil and criminal law of England and Wales.

6.3.6 The Student will receive no interest on the Deposit and any interest earned on the Deposit will belong to the University.

6.3.7 As soon as possible after the end of the Licence Period and, in any event, within 28 days following the end of the Licence Period, the University will reimburse to the Student any part of the Deposit still remaining after it has deducted any monies required to compensate or partly compensate it for any matters referred to in clause 6.3.1.

7 Utilities

- 7.1 The Accommodation Fee includes residential use of electricity, water, sewerage, heating, lighting, water heating and (where the Residence is connected to gas) gas.
- 7.2 The University will use reasonable endeavours to ensure uninterrupted supplies of electricity, water, sewerage and (where the Residence is connected to gas) gas services to the Residence. However, the University cannot guarantee the supply of electricity, gas, water and sewerage supplies and will not be liable for any loss or damage resulting from the failure by the service provider to supply such services.
- 7.3 The University will promptly pay any electricity, gas, water and sewerages services bills for the Residence.
- 7.4 The Student will pay for all charges (including any connection, rental and other necessary charges) for the use of any telephone line installed in the Room or in the Shared Areas under clause 10.4. In respect of any such telephone line in the Shared Areas, the students in the Flat/House (including but not limited to the Student) will be jointly responsible for such charges.

8 Use

Use

- 8.1 The Student will only use the Room for the Permitted Use and for no other purpose.
- 8.2 The Student will only use the Contents, the Shared Areas, the Flat/House, the Common Parts and the Residence for their intended purposes and for no other purposes.
- 8.3 The Student will not use the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence for any commercial activity, business, trade or profession.
- 8.4 The Student will not use the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence or allow them to be used for any illegal or immoral purposes.
- 8.5 The Student will not create or allow to be created any noise at any time which causes or is likely to cause a nuisance or annoyance to others or which can be heard outside of the Room or the Shared Areas.
- 8.6 The Student will comply with the Residence Handbook, the University Regulations and **(for catered Residences only)** the Card Scheme Terms incorporated into this Licence.

Statutory obligations and health and safety

- 8.7 The Student will comply with all relevant legislation and codes of practice in relation to their use and occupation of the Room and their use of the Shared Areas and the Common Parts (including but not limited to health and safety, furniture, soft-furnishings and fittings and fire safety legislation regulations).
- 8.8 The Student will not bring into or keep in the Room the Shared Areas, the Flat/House, the Common Parts or the Residence:
- 8.8.1 anything which in the reasonable opinion of the University is or may become dangerous, noxious, offensive, combustible, corrosive, inflammable, radio-active or explosive or any weapons or anything which may reasonably be perceived as such (including but not limited to fire arms, air rifles, pistols, crossbows, gas cylinders, knives and laser pens); and
- 8.8.2 candles, incense sticks, oil burners, plug in air fresheners and fairy lights.

- 8.9 The Student will not smoke in any part of the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence (including but not limited to outside entrances, windows and any other areas where smoke could enter the Residence).
- 8.10 The Student will not tamper or interfere in any way with any fire safety and precautionary equipment (including but not limited to fire alarms, fire extinguishers, blankets, smoke detectors and fire doors) and any other equipment or installation within the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence.
- 8.11 The Student will not change the locks to the Room the Shared Areas, the Flat/House or the Residence and will not make or have made any duplicate keys and/or key-cards and will return all keys and key-cards to the University at the end of the Licence Period.
- 8.12 The Student will not do or allow to be done anything which may adversely affect the University or any buildings insurance in relation to the Residence which may increase the buildings insurance premium.
- 8.13 The Student will not obstruct the Shared Areas, the Common Parts and the escape routes from the Room or the Flat/House or allow them to be obstructed.
- 8.14 The Student will not put anything harmful in or which is likely to cause blockage to any pipes and drains.

Animals, pets and bicycles

- 8.15 The Student will not keep animals or pets of any description (including but not limited to birds, fish, reptiles or insects) within the Room, the Flat/House or the Residence except for any registered assistance or guide dog which the Student has first notified to the University.
- 8.16 The Student will not store any bicycles in the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence (other than in any external communal bicycle parking facilities) in the Common Parts.

Threatening behaviour

- 8.17 The Student will not assault, threaten or abuse (whether physically or verbally) any officer or employer or student of the University or any sub-contractors of the University or any person authorised by the University to enter the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence.

University's rights

- 8.18 The Student will not do anything which may prejudice the good estate management and smooth running and efficiency of the Residence and/or the conduct of the University's business.
- 8.19 The Student will not to impede the University in the performance of its duties and comply with any reasonable instructions issued by the management and pastoral staff acting on behalf of the University.

9 Condition of accommodation

- 9.1 The Student will not damage or mark the Room, the Contents, the Shared Areas, the Flat/House, the Common Parts or the Residence.
- 9.2 The Student will keep the Room and the Contents in a clean and tidy condition and will not cause the Shared Areas, the Flat/House, the Common Parts and the Residence to be unclean or untidy.

9.3 The Student will not remove or transfer any of the Contents from any part of the Room or the Flat/House. If the University so requires, the Student will pay the University the reasonable cost of returning any such removed or transferred Contents back to the Room or the Flat/House.

9.4 The Student will be responsible for:

9.4.1 the cost of repair or replacement of any Contents which they have damaged or marked in breach of their obligations in this Licence; and

9.4.2 an equal proportion divided amongst the occupiers of the whole or the relevant area of the Flat/House or the Residence (as relevant) of the cost of repair or replacement of any damage to the Flat/House or the Common Parts or of any contents in the Flat/House and the Common Parts where the students who caused such damage cannot be or have not been identified.

Any replacement of any Contents or contents under this clause 9.4 will be with similar articles supplied by the University of at least equal value to the relevant damaged or marked Contents or contents.

9.5 The Student will promptly report to the University any disrepair or defect of which the Student is aware in:

9.5.1 the Room, the Contents, the Shared Areas, the Flat/House and the Common Parts and any installation therein;

9.5.2 the structure or exterior of the Residence.

9.6 The University/Licensor will use reasonable endeavours to repair the structure of the Residence.

10 Alterations

10.1 The Student will not make any alterations or additions to the Room, the Contents, the Shared Areas, the Flat/House, the Common Parts or the Residence (including but not limited to using or driving into or fastening any nails, screws, similar objects or any other items which may adversely affect the decorative state of the Room, the Contents, the Shared Areas, the Flat/House, the Common Parts or the Residence).

10.2 The Student will not bring into the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence any additional furniture (including but not limited to any inflatable furniture) and any heating equipment, cooking equipment, refrigerators, freezers and mini-coolers, electrically power tools, multi-adapters, clothes washing and drying machines, musical amplification and uplighter lamps.

10.3 The Student will not attach to the Room, the Shared Areas, the Flat/House, the Common Parts or the Residence any satellite dish, radio or television aerial or similar equipment or allow them to be attached.

10.4 The Student will not install or permit the installment of any telephone line in the Room or the Flat/House without the University's prior consent (which consent the University is not obliged to provide).

11 Disposals and guests

11.1 This Licence is personal to the Student.

11.2 The Student will not transfer occupancy of the Room to or share occupancy with or sub-let the Room or the Shared Areas to any person without the University's prior written consent (which consent the University is not obliged to provide) provided that (**for twin and bunk**

rooms only) the occupation by another student of the other twin or bunk under an accommodation licence agreement with the University will not breach this clause 11.2.

- 11.3 The Student will not entertain any visitors, other residents or external third parties overnight in the Room and the Flat/House without obtaining permission from the Residence reception (which the reception is not obliged to provide) who will inform the Residence Manager.
- 11.4 The Student will be liable for any breach of this Licence caused by the conduct of any guest of the Student.

12 Statutory notices

- 12.1 Within seven days of the Student receiving any order, notice or correspondence addressed to the University or the occupier of the Room or the Flat/House, especially any given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any public or competent authority, the Student will send a copy of the order, notice or correspondence to the University.
- 12.2 Without delay following written notification by the University to the Student, the Student will take all reasonable steps to comply with such order, notice or correspondence.

13 Contents insurance

The Student will be responsible for obtaining insurance of their personal belongings not included in the Students' Personal Effects Insurance cover.

14 Card Scheme (for catered licences only)

Under and subject to the Card Scheme Terms:

- 14.1 The Accommodation Fee includes the fixed sum referred to in paragraph (d) of the definition of the Accommodation Fee in the Particulars to this Licence towards the purchase of Catering Services. The University will credit that sum to the Card, pro-rated at a daily rate at the start of each term.
- 14.2 The Student may use that sum within the Licence Period for the purchase of Catering Services.
- 14.3 The Student must top up the Card for any Catering Services used in excess of that sum – see the Card Scheme Terms.
- 14.4 At the end of the Licence Period the Student will forfeit any proportion of that sum that has not been used.
- 14.5 If the Licence is terminated early under clause 18 and the Student has spent:
 - 14.5.1 more than the pro-rated daily rate referred to in clause 14.1 for Catering Services, the Student must pay for the overspend; or
 - 14.5.2 less than the pro-rated daily rate referred to in clause 14.1 for Catering Services, the pro-rated daily rate for the period of occupancy will be charged and the balance will be adjusted accordingly and repaid to the Student in accordance with clause 18.
- 14.6 Subject to clauses 14.4 and 14.5 the Student may continue to use the Card indefinitely beyond the last day of the Licence Period subject to the Card Scheme Terms.

15 Twin/Bunk Room (for twin/bunk licences only)

If the occupation licence of the other occupying student in the Room is terminated prior to the end of the Licence Period or **(for termly licences only)** the Sub Licence Period for any reason, the University reserves the right to convert the Room from a bunk room to a single room for the remainder of the Licence Period or **(for termly licences only)** the Sub Licence Period. In such circumstances the Accommodation Fee will convert from the bunk room rate to the single room rate for University owned or managed residential accommodation for the relevant academic year as shown in the Accommodation Fees Notice.

16 Transfer to another room and re-letting

- 16.1 This Agreement does not relate to a specific private study bedroom within the Residence.
- 16.2 The University reserves the right to transfer the Student to a different private study bedroom in the Residence or in any other residence if the University reasonably decides that such a transfer is:
- 16.2.1 to improve the Student's circumstances;
 - 16.2.2 due to the Room and/or the Flat/House and/or the Residence lacking facilities which are reasonably required for the use and enjoyment of the Room or the Flat/House or the Residence;
 - 16.2.3 to protect the interests of any other student or students; or
 - 16.2.4 for disciplinary or pastoral reasons.
- 16.3 A Student may request to the University a transfer to another private study bedroom within the Residence or in any other residence during the Licence Period in relation to which:
- 16.3.1 The University will consider any such request on its merits and in the light of the availability of alternative private study bedrooms and the practical and financial implications for the University of granting such consent.
 - 16.3.2 If the University agrees to any such request then the Student must sign and enter into a new accommodation licence agreement for the new bedroom and pay an administration fee of £25 if required by the University.
- 16.4 If the Student vacates the Room before the end of the Licence Period or **(for termly licences only)** the Sub Licence Period or this Licence is terminated early under clause 18, the University may relet the Room to another student of the University's choice or allow such a student to occupy the Room.

17 Breaches of Student obligations

- 17.1 In relation to any breach of the Student obligations in this Licence, the University may (as it thinks fit depending on the seriousness of the case):
- 17.1.1 reprimand the Student; and/or
 - 17.1.2 impose a fine or charge not exceeding £100; and/or
 - 17.1.3 temporarily exclude the Student from the Room, the Flat/House and the Residence; and/or
 - 17.1.4 terminate this Licence under clause 18; and/or
 - 17.1.5 disciplinary action under the Residence Handbook and/or the University

Regulations.

The Residence Handbook provides guidance on how various breaches of this Licence will be dealt with initially and appeals procedures for different types of breaches.

- 17.2 If the Student breaches their obligations in this Licence, the Residence Manager, may, on behalf of the University, decide which of the above remedies apply and (in the case of a fine or charge) decide what fine or charge to impose (not exceeding £100).
- 17.3 If the University takes any of the actions under clause 17.1 against the Student, the Student may appeal against such action in accordance with the appeal procedures set out in the Residence Handbook and the University Regulations (as relevant).
- 17.4 In addition to any of the remedies referred to in clause 17.1 the University retains and may seek any remedies available under the civil and criminal law of England and Wales.

18 Early termination of Licence

- 18.1 The Student may terminate this Licence before the end of the Licence Period if:
- 18.1.1 the Student withdraws from the University at any time after the start of the Licence Period and the University has given its prior consent to the withdrawal in relation to which:
- 18.1.1.1 the Student remains responsible for the payment of the remainder of the Accommodation Fee and any other sums due under this Licence in respect of the period up to and including the date of their withdrawal; and
- 18.1.1.2 as soon as reasonably practicable after the date of the Student's withdrawal, the University will reimburse to the Student:
- (a) the pro-rated balance of any Accommodation Fee paid in advance in respect of the period after the termination date;
- (b) the Acceptance Fee (subject to clauses 6.3.2 and 6.3.7); and
- (c) any other sums which are properly due to the Student; or
- 18.1.2 the University seriously breaches its obligations under this Licence. In these circumstances the University will as soon as reasonably practicable reimburse to the Student:
- 18.1.2.1 the pro-rated balance of any Accommodation Fee paid in advance in respect of the period after the termination date;
- 18.1.2.2 the Acceptance Fee (subject to clauses 6.3.2 and 6.3.7); and
- 18.1.2.3 any other sums which are properly due to the Student.
- 18.2 The University may terminate this Licence before the end of the Licence Period if:
- 18.2.1 the Student is no longer a registered student at the University (and on the Student no longer being a registered student at the University, they shall vacate the Room and comply with clause 19.1 on the date of de-registration); or
- 18.2.2 the Student materially or repeatedly or persistently breaches their obligations under this Licence and/or the Residence Handbook and/or the University Regulations; or

- 18.2.3 the Student fails to pay the whole or any part of the Accommodation Fee or of any other sums payable and properly due to the University under this Licence; or
 - 18.2.4 in the University's reasonable opinion the behaviour or actions of the Student adversely affect the other students in the Flat/House or the Residence
- 18.3 Upon the termination of this Licence under this clause 18, clause 19 will apply.

19 End of Licence

- 19.1 At the end of the Licence Period or (**for termly licences only**) at the end of each Licence Sub-Period (in either case, however that may occur including but not limited to any early termination under clause 18) the Student will:
- 19.1.1 vacate the Room;
 - 19.1.2 promptly remove all the Student's belongings from the Room, the Shared Areas, the Flat/House, the Common Parts and the Residence;
 - 19.1.3 ensure that the Room, the Contents the Shared Areas and the Flat/House are left properly repaired, decorated, cleaned and kept in accordance with their obligations contained in this Licence;
 - 19.1.4 return the room key to the Residential Services department; and
 - 19.1.5 pay charges for accommodation at the same daily rate as the Accommodation Fee up to and including the date on which the Room key is returned to the Residential Services department under clause 19.1.4, regardless of any confirmation of withdrawal from the University to the Student.
- 19.2 If the Student fails to remove all their belongings under clause 19.1 the University may deal with such belongings as it thinks fit including but not limited to arranging for such belongings to be stored or disposed of. The Student will pay the University's costs of any such storage and disposal on written demand (to the extent that the University has not deducted the whole or any part of such costs from the Deposit under clause 6.3).

20 Notices under this Licence

- 20.1 Any notice under this Licence must be in writing and must be delivered personally or sent by pre-paid first-class post or special delivery or recorded delivery to the recipient at the following address:
- 20.1.1 notices to the University - the address given in the Particulars to this Licence; and
 - 20.1.2 notices to the Student - the Room at the relevant Flat/House at the relevant Residence.
- 20.2 Any notice is deemed to have been duly received:
- 20.2.1 if delivered personally, when left at the relevant address under clause 20.1; or
 - 20.2.2 if sent by pre-paid first-class post or special delivery or recorded delivery, at 12pm two working days after posting.
- 20.3 A notice under this Licence cannot be validly given if sent by e-mail. However, the party serving the notice can send a copy of the notice to the recipient's email address given in the Particulars to this Licence.

21 Severance

- 21.1 If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of this Licence would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22 Rights of third parties

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

23 Governing law and jurisdiction

- 23.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 The Student and the University irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

24 Licence

This Licence is a licence not an assured shorthold tenancy due to section 1 and paragraph 8 Schedule 1 of the Housing Act 1988 and related legislation.

SIGNED for and on behalf of
Aberystwyth University

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Officer of Residential Services, Aberystwyth University