

SELF-CATERED RESIDENCES

THIS CONTRACT, the Residential Handbook and the conditions of the University's block insurance policy create legally binding obligations between the University and the Student so please read them and make sure you understand and agree to them before you sign. This Contract is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before signing.

Student	<Full Name> of <Home Address>
University	The University of Warwick, Gibbet Hill Road, Coventry, CV4 7AL. E-mail: allocations@warwick.ac.uk
Accommodation	A <Room Type> room at <Residence> to be allocated to the Student by the University
Common Parts	any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation
Contents	the fixtures, fittings and equipment in the Accommodation and Residence (listed on the inventory attached to this contract)
Payment Dates	<Payment Dates>
Period of Residence	<Period of Residence Start Date> to <Period of Residence End Date>
Residence	<Residence>
Accommodation Fee	£<Total accommodation fees> payable in <number of instalments> instalments on or before the Payment Dates and this sum includes the price of the Services
Rights	(a) to occupy the Accommodation (b) to use the Contents (c) to use the Common Parts (d) to receive the benefit of and use the Services
Services	(a) repair of the Residence (b) lighting and heating the Residence (c) providing hot and cold running water to the Residence (d) providing an electricity supply to the Residence (e) insurance of the Residence (f) disposal of rubbish deposited in proper receptacles (g) cleaning the Common Parts (h) insurance of the Student's personal possessions (i) providing a connection to the residential network which offers internet access in accordance with the service description as published at www.warwick.ac.uk/go/resnet

The University hereby grants and the Student accepts the Rights for the Period of Residence on the conditions set out in this Contract and in the Online Residential Handbook (www.warwick.ac.uk/go/lifeinhalls) and the terms and conditions of personal possessions insurance set out at www.warwick.ac.uk/accommodation (as updated from time to time)

1.0 Student's Obligations

- 1.1** To pay the Accommodation Fee to the University by direct debit in advance on or before the Payment Dates
- 1.2** To check the inventory and report any discrepancy to the University within 7 days of the start of the Period of Residence. If you wish to report any items that require repair, you must use the online fault reporting form for your hall at:
<http://www2.warwick.ac.uk/services/accommodation/studentaccommodation/faults/campusfault/>
- 1.3** To keep the Accommodation, the Contents and (jointly with other students) the Common Parts in a clean and tidy condition
- 1.4** (a) At the end of the Period of Residence to leave the Accommodation and the Contents (in a clean and tidy condition, fair wear and tear excepted), remove all personal belongings and return all keys/access cards/access fobs (these vary depending on the Hall) to the University
(b) Not to keep any animals at the Accommodation at any time
- 1.5** To allow the University (and all those properly authorised by it) at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair (no notice being necessary in an emergency or where the need for repair was reported by the Student)
- 1.6** To comply with all applicable legislation as detailed within the Online Residential Handbook, which can be found via www.warwick.ac.uk/go/lifeinhalls to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property
- 1.7** To comply with the University's Ordinances and Regulations as set out in the University Calendar at www.warwick.ac.uk/go/governance/calendar, as well as the method and timetable for the payment of the Accommodation Fee, as set out on the University's Student Finance webpages at:
www.warwick.ac.uk/go/academicoffice/finance, as amended from time to time
- 1.8** To report to the University as directed in the Residential Handbook any damage or want of repair or failure of the Services within 24 hours of becoming aware of it
- 1.9** To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them, including a late payment charge in respect of any outstanding balance for each late payment of rent, as referenced and set out on the Student Finance webpages, the web address of which is given in paragraph 1.7 above
- 1.1** Where damage or loss occurs at the Residence and it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss plus an administration fee. Please refer to the online residential Handbook at <http://www2.warwick.ac.uk/services/residentiallife/lifeinhalls/regulations/fines/>
- 1.11** To promptly send to the University a copy of any communication the Student receives relating to the Accommodation or the Residence

- 1.12 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the Residence or which may be a fire risk or in any other way put at risk the health and safety or security of others or the University's or other people's property or breach the terms of the University's block insurance policy (see www.warwick.ac.uk/accommodation)
 - 1.13 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
 - 1.14 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Common Parts, the Residence or the Contents
 - 1.15 Not to bring additional furniture in to the Residence
 - 1.16 Not to use the Accommodation for any other purpose other than as a study bedroom
 - 1.17 Not to share the Accommodation or sub-let it or transfer occupancy to any Person. Occasional overnight visitors are allowed, on the conditions set out in The Online Residential Handbook www.warwick.ac.uk/go/lifeinhalls
 - 1.18 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others
 - 1.19 Not to bring in to the Accommodation, and/or use, produce and/or supply within the Residence (including its environs and precincts) any drugs and/or such other substances whose use, possession, supply and/or production is unlawful under the Misuse of Drugs Act 1971 (or as amended or replaced) or under any other applicable legislation outlined in the Online Residential handbook www.warwick.ac.uk/go/lifeinhalls. Disciplinary action may also be commenced under the University's Regulations relating to student discipline which may result in expulsion from the Accommodation and/or the University
 - 1.20 Not to add to or change the telephone services to the Accommodation without the University's prior written consent and not to add to or change the Information Technology Services installation or supply in the Accommodation
 - 1.21 Not to bring into the Residence any animal unless it is an aid for a disabled Person. Criteria can be found within the Online Residential Handbook
 - 1.22 Not to park any vehicle on the campus overnight without the written consent of the University
 - 1.23 Not to cause any obstruction of the Common Parts
 - 1.24 To comply with The Acceptable Use Policy for the residential network as published at www.warwick.ac.uk/go/resnetaup
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2.0 University's Obligations

- 2.1 To provide the Services
 - 2.2 Except in the case of an emergency, for reported repairs and for cleaning to give the Student at least 24 hours notice prior to entering the Accommodation
 - 2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary
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3.0 Other Conditions

- 3.1 The Student is responsible for the conduct of any invited visitor(s)

- 3.2 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or breach of its obligations in this Contract. Although the Student's personal belongings (up to a maximum value of £6000 in total) are insured under the University's block insurance policy (see www.warwick.ac.uk/accommodation) that insurance is subject to conditions, exclusions, limitations and excesses of the policy. "Top up" insurance cover is available direct from the insurance provider, and details of how to arrange this are given on their web-site
- 3.3 The University is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student)
- 3.4 The University may temporarily suspend use of the Common Parts, following reasonable notice, if they are not kept in a clean and tidy condition by the students using them
- 3.5 This Contract does not affect the University's disciplinary powers
- 3.6 In circumstances where the University reasonably suspects that the Student and/or any other person is/are engaging in conduct which presents a risk to health and/or safety and/or may amount to a criminal offence, including possession of an illegal substance or weapon, the University may in its absolute discretion and without notice enter and search the Accommodation. In such circumstances, the University shall be entitled to confiscate any article which in the reasonable opinion of the University presents a risk to the health and safety of the Student and/or residents and/or staff of the University and/or may amount to a criminal offence and should not be in the Accommodation. The article will then either be handed over to the police or retained by the University at the Student's expense, until collected by the Student and removed from University grounds. If at the end of the Period of Residence the article has still not been collected by the Student, the University will give the Student 14 days notice to retrieve the article and if unclaimed after such period the University reserves the right to dispose of it
- 3.7 The Student acknowledges that smoking is not permitted in the Residence at any time
- 3.8 This Contract is a Student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988
- 3.9 Notices under this Contract must be in writing to the Accommodation Office at the University's address for service as given on the first page of this Contract. The Student's address for service shall be the Accommodation unless it notifies the Academic Office of the University of an alternative address in writing
- 3.10 This Contract is not intended to confer any benefit to anyone who is not party to it
- 3.11 This Contract (together with the Online Residential Handbook and the terms and conditions of Endsleigh's insurance cover) contains all the terms agreed to by the University and the Student(s) at the time it comes into effect and any variation to the terms will only be effective if agreed by the University's Warwick Accommodation. The University will confirm any agreed variation to the Student(s) in writing at the time the variation is made
- 3.12 The University is permitted to carry out work at any adjoining site without liability for anything other than negligence
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4.0 Termination of this Contract

- 4.1 Unless the Student has made arrangements with the University for late arrival this Contract may be terminated by the University by the service of written notice (in its absolute discretion) if the Student has not taken up residence within 5 days of the start of the Period of Residence (including the first day of such period) but the Student will be liable for the Accommodation Fee up to and including that date
- 4.2 The University may terminate this Contract at any time by serving notice on the Student if:
- (a) Any payment is overdue by 21 days or more or
 - (b) The Student is in serious or persistent breach of any of the Student's obligations or
 - (c) The Student does not have status as a registered student of the University or
 - (d) In the reasonable opinion of the University the conduct, health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or other people's property
- In certain very serious circumstances the University is entitled, without giving prior notice to the student, to seek an order from the Court excluding the Student from the Accommodation and/or other areas of the University.
- 4.3 The Student may terminate this Contract at any time by serving notice on the University but unless the reason for termination is a serious or persistent breach of any of the University's obligations in this Contract the notice shall not become effective until
- (a) The Student has complied with all their obligations up to the date of termination
 - (b) Another student who is not already in University accommodation who is reasonably acceptable to the University enters into a contract for the remainder of the Period of Residence
- The University will assist the Student in trying to find a replacement tenant
- 4.4 If this Contract is terminated early the University will refund to the Student a fair proportion of prepaid Rent as soon as possible after the termination becomes effective but if the University terminates under clause 4.3 pre-paid Rent will only be refunded for the period for which the University is able to, and after it has, re-let the Accommodation
- 4.5 (a) The University reserves the right to relocate the Student to comparable alternative University accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Contract the Student will have the right to terminate this Contract (without having to comply with the conditions in clause 4.3) as an alternative to relocating
- (b) Where the University relocates the Student because the Student is in breach of one or more of their obligations in this Contract, or where the relocation is made at the Student's request the Student shall pay the University an administration fee of £35
- 4.6 The University's acceptance of the keys shall not be effective to terminate this Contract while any part of the Period of Residence remains unexpired

- 4.7 Nothing in this agreement shall prejudice the student's statutory protection from eviction and the University will be required to obtain a court order to evict the student if he/she should refuse to vacate.
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5.0 Privacy Statement

- 5.1 By agreeing to the terms and conditions of this Contract with the University each Student will be deemed to have given their consent for the University to be able to use the Student's personal data (as that term is defined in the Data Protection Act 1998) for all lawful purposes in connection with this Contract (including inter alia, the provision of personal details to the Local Authority for admission to the electoral roll, debt recovery, crime prevention, University disciplinary processes and allocating rooms or where there is a serious risk of harm to the Student, or to others, or to the University's or other people's property).
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[Campus Residential Accommodation Regulations](#)

The University reserves the right to periodically update these Regulations

[Drugs and Alcohol Policy](#)

[Online Residential Handbook](#)

[Inventory](#)

[Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

[Dignity at Warwick](#)
