

# Accommodation Licence Agreement



**Harper Adams  
University**

SUMMER 2023



## **Welcome to Harper Adams**

A warm welcome to Harper Adams University from staff at the Accommodation Office – Student Services. We are proud to offer a wide range of comfortable and convenient accommodation on campus, and hope your stay with us is enjoyable, fulfilling and rewarding.

Abiding by the University Residential Regulations and Licence will ensure that everyone's experience at Harper Adams University remains safe and trouble-free. Please keep this document in a secure place during your stay in University accommodation and use it for reference purposes.

All members of the Student Services team are committed to providing the highest standards of service and we would ask you to participate fully in our communal living values, which promote both individual and collective responsibility.

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## **In accepting your accommodation offer you will be agreeing to:**

- The terms of your Licence as outlined in this document:

Please pay particular attention to:

- Dates of residency
  - Deposit information
  - Your responsibilities
  - Arrangements should you withdraw from the University
- A legally binding financial commitment upon acceptance of the offered accommodation for the full academic year
  - Individual and joint liabilities for damages, losses and replacements
  - Abide by the wider General University Regulations and in particular those relating to the Halls of Residence, e.g. smoking, guests, fire precautions and non-payment of fees and charges.

## **Accommodation Licence Agreement (for resident students)**

2023-24 Academic Session

Your contract for University accommodation is a legally binding agreement. Please read it carefully and if you require clarification on any point, please contact the Accommodation Office in Student Services ( [accommodationoffice@harper-adams.ac.uk](mailto:accommodationoffice@harper-adams.ac.uk) or 01952 815286).

The offer of a place in the Halls of Residence, this document, The General University Regulations and the University Regulations together form your Licence Agreement.

August 2023

**I (the Licensee) hereby accept a Room in a Hall of Residence and agree to the conditions listed below:**

### **Introduction**

When an offer of a place in the Halls of Residence is accepted by a student, that student and the University become legally bound to comply with this Licence.

This Licence regulates the relationship between the University and the students in its Halls of Residence.

This Licence does not create a tenancy.

This Licence does not provide you with any statutory protection under the Housing Act 1988 when the Licence terminates.

### **Definitions**

**“Common Areas”** means all the parts of the Halls of Residence which are not Rooms and includes kitchen areas, shared bathrooms, lounges, staircase, lifts and toilets together with the fixtures, fittings, furniture and equipment in them which are provided by the University for the common use of the Licensee and other residents. It also includes the grounds and landscaped areas around the Halls of Residence.

**“Fixed Period”** means the specific periods that this Licence relates to according to Undergraduate, Postgraduate or International students as detailed in clause 2.

**“General University Regulations”** means the University Financial Regulations, University regulations and policies and other information issued by the University hosted on the University’s Key Information Page at <https://www.harper-adams.ac.uk/apply/applicants/key-info.cfm>.

**“Halls of Residence”** means the residences and houses available for occupation by students of the University.

**“Licence Fee”** means the fee for Rooms for the period specified in the Licence and notified to the Licensee.

**“Licensee”** means an individual who has accepted a place on a programme of study at the University and who has been offered a place and who has accepted a place in the Halls of Residence subject to this Licence.

“Room” means a part of the Halls of Residence which is occupied as an individual private study room including the fittings, soft furnishings and effects as set out in the inventory for the Room

“The University” means Harper Adams University and the staff acting on its behalf.

“University Residential Regulations” means the additional regulations for occupancy of Halls of Residence, attached to this Licence.

### **Occupancy**

1. The University gives the Licensee the right to occupy a Room as a private study room only and for no other purpose and to use the Common Areas for the periods set out in this Licence, subject to the Licensee remaining a student of the University, paying the Licence Fee and complying with the terms of this Licence.
2. The Licensee, in accepting an offer of accommodation is contracting for the right to occupy a Room in the Halls of Residence for a Fixed Period as detailed below, whilst enrolled as a student and will be liable for the Licence Fee including any periods when the Licensee is away from the University due to for example work experience, job shadowing, study tours, illness etc.:
  - Undergraduate students (36 Weeks): 24<sup>th</sup> September 2023– 30<sup>th</sup> June 2024, excludes Easter vacation period (residents in Darwin A and Darby Halls). Applies to Home and International undergraduate students.
  - Undergraduate students (40 Weeks): 24<sup>th</sup> September 2023 – 30<sup>th</sup> June 2024, includes Christmas and Easter vacation periods (all halls and houses with the exception of Darwin A and Darby). Applies to Home and International undergraduate students.
  - Postgraduate students (42 Weeks): 10<sup>th</sup> September 2023 – 30<sup>th</sup> June 2024, includes induction week, Christmas and Easter vacation periods. Applies to Home and International postgraduate students.
  - International students (42 Weeks): 10<sup>th</sup> September 2023 – 30<sup>th</sup> June 2024, includes induction programme, Christmas and Easter vacation periods. Applies to China and Adhoc programmes students.
  - Volunteer student life reps (42 Weeks): 10<sup>th</sup> September 2023 - 30<sup>th</sup> June 2024, includes induction programme, Christmas and Easter vacation Periods. Applies to Volunteer student life reps only.

The Licence is inclusive of the Christmas vacation (15<sup>th</sup> December 2023 – 14<sup>th</sup> January 2024) and Easter vacation (22<sup>nd</sup> March 2024 – 21<sup>st</sup> April 2024), for those on 40-week or 42-week Fixed Period agreements, during which time the Licensee may leave personal belongings in the Room at the Licensee’s own risk and in line with Endsleigh contents insurance included in this agreement.

The Easter vacation (22<sup>nd</sup> March 2024 – 21<sup>st</sup> April 2024) is not included in the 36-week Fixed Period for undergraduate students, who will be required to vacate the Room in full as requested by Student Services). Easter accommodation and/or storage may be available on request for those on a 36-week Licence but cannot be guaranteed. Rooms must be vacated on the last Friday of the Spring Term and cannot be reoccupied until the Sunday before the start of the Summer Term.

Personal contents insurance is provided for you by Endsleigh Insurance Services Ltd during the period of the Licence. You must check whether the University’s Block Contents Insurance policy is sufficient to cover your personal possessions and obtain any top-up cover required for items not included in the policy. You must, at all times, take steps to prevent accidents, loss and damage, and there may be an excess for you to pay.

3. The Licence Fee includes the provision of the following term time services: utilities, regular

cleaning of communal areas), internet access. All catered accommodation is inclusive of 15 meals per week, Monday to Friday during term-time, self-catered accommodation is exclusive of meals.

4.

a. If the Licensee is withdrawn from the University in the course of the Fixed Period and vacates the Room on or before 29<sup>th</sup> November 2023 due to:

- voluntarily withdrawing from the University
- being required to leave due to termination of the Licensee's place at the University
- financial arrears
- disciplinary grounds due to breach of General University Regulations or University Residential Regulations

the Licensee will be charged for the autumn term only. A refund of the deposit will be made (within 28 working days from date when the room key is returned) less any amount withheld in accordance with this Licence. The vacating date will be calculated from the date of receipt of the Licensee's Harper Adams University Withdrawal Form (available from the Registry Office) which must be completed and signed by the Course Manager.

b. If the Licensee is withdrawn from the University in the course of the Fixed Period and vacates the Room between 30<sup>th</sup> November 2023 and 17<sup>th</sup> January 2024 due to:

- voluntarily withdrawing from the University
- being required to leave due to termination of the Licensee's place at the University
- financial arrears
- disciplinary grounds due to breach of General University Regulations or University Residential Regulations

the Licensee will be charged for the autumn term and the Christmas vacating period only. The University will make a relevant adjustment to the Licence Fee proportional to the period of time the Room is occupied during the Christmas vacating period. A refund of the deposit will be made (within 28 working days from when the room key is returned) less any amount withheld in accordance with this Licence.

5. If the Licensee is withdrawn from the University in the course of the Fixed Period and vacates the Room on or after 18<sup>th</sup> January 2024 due to:

- voluntarily withdrawing from the University
- being required to leave due to termination of the Licensee's place at the University
- financial arrears
- disciplinary grounds due to breach of General University Regulations or University Residential Regulations

the Licensee will be charged for the entire Fixed Period. A refund of the deposit will be made (28 working days from when the room key is returned) less any amount withheld in accordance with this Licence. The vacating date will be calculated from the date of receipt of the Licensee's Harper Adams University Withdrawal Form (available from the Registry Office), which must be completed and signed by the Course Manager.

6. Where the Licensee, who continues to be a student at the University, vacates the Room before the end of the Fixed Period and the University, and using reasonable endeavours, finds a replacement licensee (who is not already a current licensee), the University will make a pro rata

adjustment to the Licence Fee, less any reasonable administrative costs to be repaid to the Licensee as soon as reasonably practicable. Where the University, having used reasonable endeavours, fails to find a replacement licensee, the Licensee will remain responsible for paying the Licence Fee in full. Replacement licensees taking up a Room after the beginning of a residential year will pay the relevant proportion of the Licence Fee in accordance with the period of time left in that Fixed Period.

7. In exceptional circumstances and subject to the charges set out in this Licence, a Licensee may request (with the University's consent) to move to an alternative Room within Halls of Residence during the Fixed Period. Each request will be considered on its merits, in light of the availability of alternative Rooms and the practical and financial implications of granting consent to move. In the event that consent is granted and a move to an alternative Room is arranged, the Licensee must pay a fee of £50 to cover the costs associated with the move. The Licensee shall pay the Licence Fee for the new Room throughout the remainder of the Fixed Period and shall be invoiced in accordance with clause 16 of this Licence. If the Licence Fee for the new Room is less than for the original Room, the University will reimburse any overpayment to the Licensee within 28 working days of the date of the move. The Licensee shall return all keys for the original Room, remove all personal belongings and leave the Room in a clean condition. Failure to do so will result in charges being made or deducted from the deposit in accordance with clauses 12 to 15 of this Licence.
8. This Licence does not give the Licensee the right to occupy a specific Room. The University reserves the right to transfer the Licensee's occupation to a different Room or Halls of Residence in reasonable circumstances on reasonable written notice of not less than 14 days. In such an event the Licensee will not incur any increase in fees even if the alternative Room is usually charged at a higher tariff. Where the alternative Room is usually charged at a lower tariff the University will reimburse any overpayment to the Licensee usually within 28 working days of the date of the move.
9. The Licence is for use of the allocated Room and Common Areas by the Licensee only during the Fixed Period. The Licensee is not permitted to allow other persons to make use of the Room during any periods of absence by the Licensee without prior written consent from Student Services.
10. It is agreed that if, during the Licence Period, due to exceptional circumstances/circumstances beyond our control, the University is no longer able to continue to provide the Room such that you have to vacate, the University will use reasonable endeavours to provide an alternative Room and the Student will relocate to such Room if it is offered. If the Licence fee for the alternative Room is less than the one being vacated, the University will reimburse any overpayment normally within 28 Working days of the end of the Licence Agreement. If it is not possible to provide an alternative Room, you will not have to pay Licence Fees for the period during which the University is unable to continue to provide the Room and you will be reimbursed any overpayment normally within 28 working days of the end of the Licence Agreement. The University will be under no obligation to seek alternative accommodation or reimburse Licence fees where you or your visitors' actions has resulting in the University being unable to provide the Room.
11. At the end of the spring and summer terms the Licensee shall vacate the Room and all Common Areas. If the Licensee fails to remove all personal possessions and rubbish the University reserves the right to charge the Licensee for the costs of their removal. The University reserves the right to dispose of rubbish and perishable items without notice. The University will make reasonable efforts to contact the Licensee regarding any left items, however, the Licensee remains responsible for the collection, storage or postage costs associated with retaining or returning the Licensee's possessions. The University reserves the right to sell or dispose of any unclaimed items after three months

without any further notice and at the Licensee's cost in accordance with the [Lost Property Guidance](#).

### **Financial Matters**

12. As part of the accommodation offer acceptance process, and prior to keys being issued to the Licensee, the Licensee agrees to pay a £300 deposit to the University as security for performance of the obligations under this Licence Agreement against damage to the Room and/or Common Areas and/or damage to the University's property within the Halls of Residence caused by the Licensee or otherwise by the Licensee's breach of this Licence Agreement. The deposit is returnable within 28 working days of the end of the Fixed Period unless some or all of it is withheld to cover damage, loss of equipment, debt or additional cleaning in accordance with the Licence Agreement. The University reserves the right to withhold the deposit and use it in the way outlined in this paragraph. The Licensee will not receive any interest on the deposit.
13. The Licensee is responsible for any defect or damage to the Room (whether or not caused by the Licensee). The University will issue invoices to the Licensee for any damages, losses or replacements to the Room, Common Areas or University property for which the Licensee is responsible (this includes any damage or loss which is caused by the Licensee's guests), to the extent that they are not covered by the deposit. Invoices must be paid within 28 working days of the invoice date.
14. If damage is caused to the Common Areas and the perpetrator of the damage cannot be identified by the University following a reasonable investigation, the Licensee shall, together with the other occupants of the flat or corridor or house or Halls of Residence (as appropriate) where the damage has occurred, account to the University for a reasonable proportion of the cost of remedying the damage as determined by the University. Safeguarding of University property is the joint responsibility of all residents. The reasonable proportion allocated to you may be deducted from your deposit.
15. Any loss or damage to, or request for a replacement lock for your Room will be a chargeable service and costs will be deducted from your deposit. The deposit will be returned to you, less any charges incurred, within 28 working days of the end of the Fixed Period. An appeal against the imposition of the cost of damages to Common Areas may be made in writing to the Accommodation Office within 10 working days of the date of the notice of the charge. The decision of the Accommodation Office shall be issued within 10 working days of the date of receipt of the appeal.
16. The Licensee shall pay the Licence Fee in full on or before date of arrival *or* in three equal instalments, at the beginning of each term by agreement with the University. The appropriate proportion of the Licence Fee will be payable by the due date shown on the invoice, unless special exemption is granted by the Chief Financial Officer. Failure to pay by the agreed date may result in a late payment charge fee being applied to any sums overdue under this Licence Agreement being interest at a rate of 3% above the Bank of England base rate for every day the overdue amount remains unpaid. The University may impose other sanctions in accordance with this Licence, the [University Residential Regulations](#) and the [University Financial Regulations](#) (under section 2).

### **Cancellation**

17. If the Licensee does not wish to take up the offer of a Room for whatever reason, the Licensee must inform the University in writing within 7 days of the offer being made, in order for the room to be re-allocated. In the unlikely event that the University is unable to provide the Licensee with accommodation in Halls of Residence before the start of the academic year, the University will provide alternative accommodation information.

18. In the event that the Licensee fails to take up occupation of the Room without giving prior written notice at the start of the Fixed Period for whatever reason, the University shall be entitled to terminate this Licence and to retain the full amount of the deposit and pay the licence fee for the Autumn term only, unless after using reasonable endeavours, the University finds a replacement licensee (who is not already a current licensee), whereupon the University will make a pro rata adjustment to the fees due.

### **Termination**

19. The Licence may be terminated by the University in the event of:

- 19.1. The Licensee having failed to pay when due all or any part of the Licence Fee to the University including any charges due for damages under clauses 12 to 15 inclusive;
- 19.2. Any serious or repeated breach by the Licensee of this Licence, the [University Residential Regulations](#) or other [University Regulations or Policies](#) ;
- 19.3. The Licensee no longer being an enrolled student at the University or having been expelled or suspended or withdrawn from the University for any reason whatsoever;
- 19.4. The Licensee failing to take up occupation of the Room;
- 19.5. The Licensee behaving in such a manner as to pose a serious risk to the health and safety of themselves or others or to property;
- 19.6. The Licensee engaging in criminal or otherwise illegal activity from the Halls of Residence;
- 19.7. Where the Licensee receives a caution or is convicted of an offence under the Misuse of Drugs Act 1971 (as amended, replaced or supplemented), or receives a caution or is convicted of an offence which the University reasonably concludes renders the Licensee a serious risk to the safety of other residents and/or staff.
- 19.8. The Licensee using the Room for anything other than as a private study bedroom.

20. Upon termination of this Licence, the Licensee will vacate the Room and remove all personal belongings from the Room and Common Areas and move into alternative accommodation off campus. The key must be returned failing which you will be charged for the cost of a replacement, or if necessary, the costs of replacing the lock.

21. Where a Licensee fails to or refuses to vacate the Room upon termination of this agreement or at the end of the Fixed Period for whatever reason, the University will be required to obtain a Court Order to evict the Licensee and the costs of obtaining such Court Order shall be payable by the Licensee.

22. This Licence may be terminated by the Licensee if:

The University is in serious breach of its obligations under this Licence. In these circumstances, the University will reimburse the Licensee a proportion of the Licence Fee equal to the balance of the Fixed Period along with any other sums which are properly due to the Licensee. Examples of serious breaches by the University include persistent failure by the University to provide essential services (such as power or water), failure to repair damage to the Room within a reasonable time or failure to offer alternative accommodation where damage renders the Room uninhabitable.



## **Conduct and Safety**

23. The Licensee shall abide by the University Residential Regulations, the General University Regulations and Policies as updated from time to time on the [University Key Information Page](#) and all health and safety and fire safety legislation, notices and advice as may be provided by the University from time to time.
24. The University reserves the right for authorised personnel to enter the Room at reasonable times and with reasonable notice for the purposes of viewing, inspection, cleaning and routine maintenance and repair. In the event of non-routine maintenance and repairs access to the Room will be required within 24 to 48 hours of a request being made by the Accommodation Office.
25. The University reserves the right to allow authorised personnel to enter the Room without notice in the event of an emergency, where there is cause for concern regarding the safety and wellbeing of the Licensee or other students or in accordance with the [University Drugs and Alcohol Policy](#).
26. The University reserves the right to confiscate any article from the Room which in its reasonable opinion presents a risk to the health and safety of the Licensee, other residents and/or staff of the University. Any such article will be either handed to the Police, destroyed or retained by the University at the expense of the Licensee until collected by the Licensee and removed from University grounds. If at the end of the Fixed Period a retained article has not been collected by the Licensee, the University reserves the right to sell or otherwise dispose of it at the Licensee's cost ([Lost Property Guidance](#)).
27. The University does not accept responsibility for the loss of or damage to any of the Licensee's personal possessions on campus, other than that resulting from the University's own negligence. The Licensee shall be responsible for establishing that the insurance provided by Endsleigh Insurance Services Lt is sufficient for his or her possessions and belongings and for arranging any top up insurance if required.
28. Upon termination of this Licence agreement for any reason and/or at the end of the Fixed Period the resident Licensee must remove belongings from the Room and/or Common Areas failing which the University will remove and retain such belongings. In respect of any retained belongings which have not been collected by the Licensee 3 months after the fixed period of their licence agreement, the University reserves the right to sell or otherwise dispose of it at the Licensee's cost ([Lost Property Guidance](#)).
29. All resident students/Licensees must adhere to the fire prevention and evacuation procedures as outlined in the University Fire Prevention / Evacuation and Test Procedures, and failure to observe these procedures may result in a fine and/or disciplinary action.
29. All resident students/Licensees must inform the Accommodation Office with reasonable notice of planned periods of absence from the Halls of Residence for health and safety reasons.

## **General**

30. This Licence is governed in accordance with the laws of England and Wales. Licensees can seek clarification on the terms of this agreement by contacting the Accommodation Office or by seeking independent legal advice.
31. This Licence does not, and is not intended to create a tenancy. Occupation of University accommodation will be as a Licensee only and no relationship of landlord and tenant is created by it.

32. This Licence is personal to the Licensee and is not intended to confer rights or benefits upon any successor or third party under the Contracts (Rights of Third parties) Act 1999. The Licensee may not transfer any of his/her rights under this licence to a third party.
33. This Licence will be considered complete and legally binding from the date of acceptance of the accommodation offered.
34. Your personal data will be processed for the purpose of administering the University Accommodation service and in accordance with Data Protection legislation. We process your personal data for all lawful purposes in connection with this Licence. We process the data for the performance of the licence, which includes debt recovery, measuring satisfaction, allocating rooms, dealing with insurance, and enabling us to carry out our obligations. Full details of how the University processes your personal data can be found in the [Data Protection Layered Notice](#) on the University website.
35. Any notice to be served by the University under this Licence shall be deemed to have been appropriately served if;
  - a. it is sent to the Licensee's University e-mail address and shall be deemed served at 9am on the next working day after sending
  - b. it is sent by first class post to Home and Term Time addresses and shall be deemed served on the second working day after posting

Any notice to be served on the University under this Licence shall be deemed to have been appropriately served if;

- a. it is sent to the Accommodation Office e-mail address ([accommodationoffice@harper-adams.ac.uk](mailto:accommodationoffice@harper-adams.ac.uk)) and shall be deemed served at 9am on the next working day after sending.
- b. it is sent by first class post to:  
Accommodation Office  
Student Services  
Harper Adams University  
Newport  
Shropshire, TF10 8NB

and shall be deemed served on the second working day after posting.

**End of Agreement – see following pages for University Residential Regulations.**

**This document should be read in conjunction with Residential Regulations (attached to the contract) and University Regulations available from the [Key information Page](#) on Harper Adams University website.**

## **University Residential Regulations**

Defined terms in these regulations have the same meanings as in the Accommodation Licence Agreement (above).

### **General**

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The Residential Regulations, along with all [General University Regulations](#) will apply to all students living in University Halls of Residence or a University house. No student may occupy a University Room unless they accept and conform with the Residential and General Regulations and the terms of the Licence Agreement.

### **University Residential Accommodation**

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The order of priority for the allocation of residential accommodation in University will be:

- (a) Students with specific needs (e.g. disability; medical conditions; care leavers; etc.) on a case-by-case basis
- (b) Students in their first year of study at the University\*
- (c) Overseas students
- (d) Postgraduate students
- (e) Students in their final year of study

\*Students in their first year of study (including Extended Foundation Degree year 0 students), as a condition of entry into University, are normally encouraged to accept allocation of University accommodation for their first year of study. The university makes every effort to accommodate students in their first year of study at Harper Adams in on-campus accommodation. Students not in their first year of study at the University and UK based postgraduate students are normally encouraged to be non-resident unless there are good grounds for them to be resident on-campus or in the event of a surplus of on-campus accommodation.

There are some mixed Halls of Residence that are shared by both male and female students. If a student objects to living in a mixed Hall of Residence, the University will make reasonable efforts to allocate the student a Room in accommodation reserved for members of their own sex. No student allocated residential accommodation will have the right to occupy any particular Room.

Students on courses that might, exceptionally, extend beyond the normal term-time, may be required to move into alternative accommodation for the duration of the extended period of their course and additional charges may apply.

### **Post**

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Student post is managed centrally for those living on campus. Non-resident students should have post delivered to their off-campus address.

The post/parcel room is located in at the back of the main building (next to reception), and is open Monday to Friday 8.30 – 12.30 and 1.30 – 4.30. Students are notified by email when a letter or parcel is delivered for them. You will need to bring your ID card to confirm identity when collecting items.

Please ensure your post is addressed correctly:

Full Name (Student ID)  
Hall/House and room number  
Harper Adams University  
Newport  
Shropshire  
TF10 8NB

Anything ordered out of term time should NOT be delivered to the University unless you remain on site, so please remember to change your delivery address. Out of term time arrangements will be communicated to residents prior to the start of each vacation period.

The University accepts no liability for the loss or misdirection of incorrectly addressed post (including parcels and packages). Students are responsible for ensuring that post (including parcels and packages) is addressed fully in accordance with the above address format. In the event that any student post is believed to have been lost or misdirected on University premises, students will be required to present evidence that the item was correctly addressed in order to assist staff in attempting to locate missing items. The University does not offer any compensation for lost or misdirected items of post; it is the responsibility of students to ensure that post (including parcels and packages) is adequately insured in case of loss.

### **Access to Property**

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Whilst acknowledging a student's right to privacy, the University reserves the right for its officers, agents or staff to enter a student's room without prior notice in an emergency or if there is suspicion that illegal activities are taking place and with reasonable notice for any other reasonable purpose in accordance with the Accommodation Licence Agreement and other university policies and regulations, compiled in the [Key Info page](#).

Residents are reminded that Accommodation, Housekeeping and Estates staff are able to access student accommodation without prior notice, when undertaking day-to-day regular activity such as inspections, cleaning or maintenance.

### **Inventory**

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An inventory is an official record of the contents and condition of the Room when you move in. You will be asked to complete an online inventory once you move in. The student is required to review the inventory and note any issues, faults or condition of items at the point of occupation. The inventory includes the bedroom and communal areas. Any subsequent damage reported (not noted on original inventory) will be automatically deemed the responsibility of the present occupier, if relating to the bedroom. Should there be any damage or queries relating to communal areas reported damage, the inventories for all residents sharing that particular area will be checked before deciding on responsibility. The student will be required to complete the inventory within the first two weeks of stay.

### **Damage**

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All matters of misconduct, including damage, will be handled in line with the [Student Disciplinary Policy](#). All residents are encouraged to familiarise themselves with this policy before moving into on-campus accommodation.

Each Room, and its contents, is under the charge of the Licensee who will be held responsible for any damage or loss.

Reckless, wilful or persistent damage caused by a student or students may lead to the loss of University accommodation and/or result in disciplinary action.

Licensees may also be held accountable for damage to Common Areas for which they are jointly held responsible, in accordance to the Accommodation Licence Agreement.

If responsibility for the damage cannot be ascribed to one person, or it is not reported, appropriate charges will be levied against all occupants of the flat or corridor or house or Halls of Residence (as appropriate) where the damage has occurred. Each resident must account to the University for a reasonable proportion of the cost of remedying the damage as determined by the University at the end of the term in accordance with the Licence.

## Types of Damage

### Accidental

- If the student(s) responsible for the accidental damage reports the incident to a Student Life Rep or Student Services within 24 hours, they will be charged for the cost of repairing or replacing the damage to a similar standard.
- If the student(s) responsible for the accidental damage reports the incident to a Student Life Rep or Student Services between 24 - 48 hours, they will be charged for the cost of repairing the damage to a similar standard and a discounted charge of £25 for the time incurred in handling of the incident
- If the student(s) responsible for having caused the accidental damage reports the incident to a Student Life Rep or Student Services more than 48 hours after the incident, the student(s) will be charged for the cost of repairing the damage to a similar standard and a charge will be made of £50 for additional time incurred in the handling of the incident.

### Deliberate

- If the student(s) responsible for the deliberate damage reports the incident to a Student Life Rep or Student Services within 48 hours, they will be charged for the cost of repairing or replacing the damage to a similar standard and a charge of £25 time incurred in the handling of the incident.
- If the student(s) responsible for having caused the deliberate damage reports the incident to a Student Life Rep or Student Services, or is identified, more than 48 hours after the incident, the student will be charged for the cost of repairing the damage to a similar standard and a charge of £50 for additional time incurred in the handling of the incident.
- In addition, each incident will be assessed and community service, a fine, a bar ban and possible forfeit of accommodation on campus will be implemented at the discretion of the Conduct and Community Officer.

### Where those responsible for causing damage cannot be identified

- If the students responsible for the damage on campus cannot be identified, repair/replacement charges will be issued as follows at the discretion of the Conduct and Community Officer.
- Damage caused to a flat or house will be charged to those resident in that accommodation.
- Damage caused in a hall of residence will be charged to all members of that hall.
- Damaged caused to the University Estate will be charged to all students.
- Damage charges may be taken directly from the £300 deposit that all resident students pay for the duration of residency.
- Damage charges attributable to non-resident students will be invoiced directly to the individual(s) responsible.
- In all cases a charge will be made for the time incurred in dealing with the incident.

To give you an idea of the cost of damage/loss, a summary of costs is provided in the next page (note that this list is not exhaustive and is intended for guidance only):

<b>BEDROOM</b>	<b>INDICATIVE COST</b>	<b>DOORS</b>	<b>INDICATIVE COST</b>
New single mattress	£89.00	Door lock (barrel)	£45.40
Base	£68.00	Door lock (casement)	£32.65
Curtains (window)	£55.00	Door lock (back box)	£47.02
Curtains (wardrobe)	£65.00	Door closer	£54.99
Bedside drawers	£129.00	Door furniture (coloured)	£27.00
Study chair	£42.00	Door frame	£60.00
Polly stacking chair	£21.00	Door Guard	£118.00
<b>EN-SUITE / BATHROOMS</b>	<b>COST</b>	<b>MISCELLANEOUS</b>	<b>COST</b>
Toilet seat	£26.00	Corridor 2D light fitting	£84.00
Showerhead (ASP A 2000)	£32.50	Electrical socket (double)	£32.00
Mirror	£35.00-	Ceiling tile (cost per tile)	£5.00-9.00
Toilet door lock	£21.50	Carpet tiles /m2	£25.00
Shower curtain	£7.00	Carpet (not tiles) /m2	£14.00
		Window hinges	£8.00 - £15.00
<b>KITCHENS</b>	<b>COST</b>	Fire door safety glass (cost per	£120.00 - £150.00
Kitchen chair (self-catering)	£21.00	Ash bins	£300.00
Kitchen table (self-catering)	£116.00		
Kitchen table (houses & catered halls)	£72.00	<b>FIRE EQUIPMENT REPLACEMENTS</b>	<b>COST</b>
Microwave	£68.00	Water 9L	£49.66
Toaster 2 slice	£19.85	Water 6L	£47.90
Kettle	£18.88	Foam 6L	£64.96
		Foam 2L	£38.95
		Powder 6Kg	£69.39
		Powder 2Kg	£34.66
<b>HALL / FLAT / ROOM ACCESS</b>		Powder 1Kg	£28.09
Student ID replacement	£8.00	CO <sup>2</sup> 5Kg with frost free horn	£107.81
Hall access card	£10.00	CO <sup>2</sup> 2Kg	£59.09
Room key replacement	£10.00	Wet Chemical 6L	£120.22
Digi lock pin code reset	£20	Fire blanket	£15.00
Digi lock replacement	£114	Disposal of Extinguishers	£5.00
<b>PAINTING</b> – work is likely to require 3 separate visits. Some work may need to be outsourced and charged at contractor cost, which may be higher.			£90.00 (breakdown below)
1.	Sheeting up, preparing area sand and prime / tidy up		£30.00
2.	Sheeting up, preparing area, prep and undercoat / tidy up		£30.00
3.	Sheeting up, preparing area, prep and gloss / tidy up		£30.00

The University will charge VAT to all of the above items, labour costs for each member of estates staff required for remedial works, and the appropriate charge for dealing with each incident as set out above. Cleaning following unacceptable behaviour will be charged for each member of housekeeping staff required. If deemed appropriate, external cleaners will be contracted to carry out the cleaning work and invoice costs will be recharged to the student/s accordingly.

The above list is not comprehensive and the cost of repairing any type of damage will be determined after the event. Detailed reports of damages and associated costs will be submitted to the Head of Student Services weekly throughout the academic year.

### **Noise in halls / Anti-social behaviour on campus (Resident Students)**

All matters of misconduct, including noise and anti-social behaviour, will be handled in line with the [Student Disciplinary Policy](#). All residents are encouraged to familiarise themselves with this policy before moving into on-campus accommodation.

Students returning to University late at night must do so quietly. Failure to observe this courtesy will be regarded as a breach of regulations.

Reasonable quiet must be maintained at all times in and about the University buildings and residences. A radio, sound system or any musical instrument must be played so as to cause the least possible inconvenience and disturbance to other occupants. When it is necessary to play instruments beyond

an acceptable volume, a suitable practice room may be provided on application to the Head of Student Services.

All types of accommodation have designated “quieter” areas. What does quieter area mean? We aim to co-locate students with a similar preference, subject to room availability. Quieter area means that there is an expectation that students will make an effort to minimise noise in their accommodation at all times, especially after 11pm, regardless of which day of the week it may be. If unable to comply with this expectation, residents may be asked to move to alternative accommodation on campus or referred for investigation, under the Student Discipline Policy.

In the first instance the incident should be reported to either the Residences Officer or Security staff (5pm – 9am) or Student Services (9am – 5pm). Those reporting can choose to remain anonymous by advising at the time of reporting. We encourage residents to report any concerns or issues regarding noise or any other anti-social behaviour in student accommodation at the time of the incident.

Out of hours, either the Student Life Rep, Residences Officer or Security will attend to log, investigate and address concerns, and will continue to monitor, if deemed required. Incidents may be referred to the Accommodation Team for further action. However, if the resident is not comfortable to act at the time of the incident, they can do so as soon as possible, by contacting a Student Life Rep, the Accommodation team, the Wellbeing officer or any staff member of the wider Student Services team.

#### **Guests in Halls or Houses of Residence**

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A student may have one guest to stay overnight in his/her room, so long as the guest is booked in 24 hours beforehand with the Residences Officer. A guest is taken to mean any person not currently registered as a student at the University, a student currently registered but on ‘sandwich’ placement or a student currently registered but not assigned a Room in University, i.e. a non-resident student.

In the case of emergency, such as a guest being unable to drive or missing the last public transport at night or for some other reasonable and sensible cause, accommodation may be given to the guest in the room of a student of the same sex without the requirement of giving 24 hours’ notice to the Residences Officer, provided they or a Student Life Rep are informed of the occurrence as soon as possible on the following day.

Under no circumstances may a guest, as defined above, stay more than any one night in a student’s room without the authority of the Accommodation Officer.

These regulations are designed to allow reasonable and sensible facilities for students to use their rooms in University for the entertainment of guests and students are expected to follow the spirit as well as the letter of these Regulations. Any infringement of these Regulations will involve the student or students concerned being required to vacate their rooms in University forthwith and to become non-resident.

#### **Fire Precautions**

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Petrol or other flammable liquids, incense and candles must not be brought into students’ Rooms. Electric kettles, televisions, mini fridges/coolers, stereos and computers must be PAT (Portable Appliance Test) tested (this service can be offered post arrival for an additional charge).

Power appliances (e.g. electric fires, cookers, toasters, microwaves, conventional fridges etc.) are not permitted in students’ Rooms. The occupant of the Room is responsible for ensuring that appliances are electrically safe. That assurance can be obtained from a qualified electrician.

If an item is less than 12 months old and the student is able to provide a proof of the date of purchase, it will not require PAT testing. The University accepts no liability for accident or injury caused by faulty electrical appliances. The use of candles (lit or otherwise) is not permitted in any student Room.

### **Deposit**

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All students in University accommodation must pay a deposit of £300, which will, on occupation of the Room, become an outstanding deposit for the duration of the accommodation contract. All hall/Houses related damages to any Communal Areas for which all residents are jointly responsible for may be charged to this deposit. The deposit will be refunded less any charges incurred, within 28 working days of the end of the Fixed Period.

Students will be invoiced separately for any damages, losses or replacements which they are personally responsible for, where these will not be covered by the deposit. Invoices must be paid within 28 working days of the date of the invoice.

In order to process refunds efficiently, students are asked to update their bank details directly with Finance Office (Main Building), prior to vacating the Room. You can contact them on [studentinvoicing@harper-adams.ac.uk](mailto:studentinvoicing@harper-adams.ac.uk) or 01952 815214.

### **Key Loss and Replacement**

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If you lose your room key, you will be charged for a replacement (£10 per key) and in some circumstances a replacement lock (£45.40), if it is felt that the security to your room has been compromised. A spare key can be obtained from Security 24 hours a day; payment will be charged to your Harper Adams account.

Between 5pm – 9am you can gain access to your halls by contacting the Residences Officer on 07969 472913 or one of the Student Life Reps, but do not abuse this service. You are expected to carry your room key at all times – out of hours staff and the Student Life Reps are not your private concierge. Students who abuse this service will be reported to Student Services.

### **Lock Out Access**

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If you lock yourself out of your room, the University will take steps to provide you with access to the room within a reasonable time. Depending on the time of the request, access may be granted by Security, Student Life Reps, Residences Officer or Student Services staff. You will be charged £10 for the cost and time incurred by the University as a result.

The licensee is reminded to carry their student ID card and room key at all times. A staff undertaking work in a student bedroom will always lock the room on departure as per protocol.

### **Non-Payment of Fees and Charges**

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Failure to pay any invoice within the required schedule of payments will result in sanctions in accordance with the Accommodation Licence Agreement and the University [Collection of Student Debt Policy](#).

## **Additional Stipulations**

### **Living on campus**

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The University expects all students to take responsibility for looking after their own mental and physical health and wellbeing. The University campus has an abundance of green spaces, ponds and woodland with plenty of walking and running routes, students are encouraged to take advantage of their surroundings. The campus is also home to a multi-gym, squash courts, among other recreational facilities. The Students' Union arrange and promote a range of events and activities for students to get involved in, some with a 'feel good' focus and others that encourage trying new



things or building on hobbies that students already have. We actively encourage students to keep up their hobbies whilst at University as these can help students to settle in, to maintain their wellbeing and provide a work/life balance. All students should familiarise themselves with the [Health and Wellbeing Policy](#).

Harper Adams University is committed to fostering a community of respectfulness, positive relationships and experiences in an environment free of harassment, violence, exploitation and intimidation. All students have a part to play in developing this positive environment and a campus culture to be proud of. All students are encouraged to acquaint themselves with the [Respect Policy](#).

Our community expects that all interpersonal and professional relationships and interactions will be grounded upon mutual respect and open communication. The University supports active bystander intervention. This simply means that if you see something that you do not think it is right or someone's behaviour is worrying you, you say something, do something and/or get others' attention to help.

### **Housekeeping**

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Students are reminded that whilst the housekeeping team will regularly service the accommodation, the students are responsible for; regularly removing waste from communal areas and bedrooms, keeping on top of the washing up, keeping hallways clear of obstructions, keeping their room and communal area's tidy, and ensuring ovens/hobs/microwaves/fridges are clean. The housekeeping team will Hoover carpets, mop floors, wipe down surfaces, and dust surfaces (if they have been left accessible by the residents).

If it is deemed that the accommodation does not meet the required hygiene or safety standards the residents will be given 3 working days to rectify this before the accommodation will be checked by a member of the accommodation team. All issues that need to be resolved will be communicated to residents in writing.

If after this check the area does not meet the required hygiene or safety standards the residents will be given a further 3 working days to rectify the issues and a 2<sup>nd</sup> check will be carried out.

If after the 2<sup>nd</sup> check the accommodation still does not meet the required standards then the University will remedy the situation without further consultation and any costs incurred will be charged to the students who reside in that area. Where there are health and safety concerns fines may also be applied, in line with the [Student Disciplinary Policy](#).

Residents are reminded that the Housekeeping staff are able to access student accommodation without prior notice, when undertaking day-to-day regular activity such as cleaning and they will lock rooms upon exit as per protocol.

### **Illegal Substances**

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The University's Student Disciplinary Policy states that "Possession of controlled drugs, or controlled prescribed drugs without a valid prescription, or psychoactive substances, with or without the intent to supply" is a matter of serious misconduct. The possession of paraphernalia linked to using controlled drugs or controlled prescribed drugs without a valid prescription or psychoactive substances may also be considered as indicative of possession of such substances and may lead to further investigation and/or disciplinary action. Students with problems with substance misuse are encouraged to self-refer to the Wellbeing team for support. Students are referred to the [Health and Wellbeing Policy](#) and the [University Drugs and Alcohol Policy](#).

### **Having a gun/weapon in a University Room or on the campus**

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An exception is made for registered members of the Harper Adams Shooting Club, whose members must apply to the Students' Union Sports and Societies Officer for a permit to keep their gun at University and agree to keep it in the University Gun Cabinet when not in use.

- This statement includes air rifles which are not stored in the provided facility, BB guns, pellet guns, slingshots, knives, paint guns, water guns or any other kind of replica gun. This list is not exhaustive. The student will be required to remove the item with immediate effect. If the item has been used on campus they will be referred to the Governors' Disciplinary Advisory Committee.
- If a firearm is found stored otherwise than in the University Gun Cabinet, the student will be required to leave their accommodation within 24 hours and they will be reported to the Police for inappropriate storage of a firearm. All shotguns must be stored in the gun cabinet in accordance with the club regulations.
- Inappropriate use of any weapon on campus will result in a student being referred for disciplinary action in line with the [Student Disciplinary Policy](#).

### **Fireworks**

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In the interests of animal welfare, fireworks of any kind (this includes 'bangers' etc.) are NOT to be brought on/or used anywhere on the University campus. This does not include organised firework displays arranged by the Students' Union.

Inappropriate use of any weapon on campus will result in a student being referred for disciplinary action in line with the [Student Disciplinary Policy](#).

### **Pets**

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No pets (of any description) are allowed on University premises at ANY TIME with the exception of disability assistance dogs, which must be approved by the Learner Support Manager and communicated to the Accommodation team in advance of the commencement of the licence, in line with the [Animals on Campus Policy](#).

The student will be required to remove the pet from campus with immediate effect. The student will receive a written warning that any further incidents will result in the student(s) being referred for disciplinary action in line with the [Student Disciplinary Policy](#) and it may result in resident losing allocated room.

### **Recycling & Rubbish Disposal**

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Students are solely responsible for the rubbish and recycling disposal in their rooms and communal areas, including kitchens and corridors. Recycling and general rubbish bins are located around the campus, close to residential areas. Students are expected to put the recycle paper, glass, plastic and cans in the bins provided in residences and then regularly dispose of them at the recycling centres.

Cardboard should be placed in bins provided or can be taken to the back of the QMH kitchen or the compound by the Bamford Library in the bins provided prior to being baled. Where students fail to regularly dispose of rubbish and recycling, creating unsanitary build-ups, fines and other disciplinary measures will apply. Under no circumstances are students to try to operate the baling machines in either location for their own safety and the safety of others.

Further information regarding recycling points and/or what can be recycled on campus can be sought from Student Services, once on campus.

Where students are not removing their waste from their bedrooms and communal areas and it is causing a hazard as well as health and safety concerns fines be applied, in line with the [Student Disciplinary Policy](#).

## **Smoking**

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The University operates a strict code of practice on smoking in accordance with current legislation. Smoking, including e-cigs and vaping, is not permitted in any teaching area or in any designated University buildings – this includes University-owned accommodation. Students are reminded that smoking can seriously damage health.

Where there is evidence to suggest that an individual has been smoking in a University Building or within the 5 meters boundary, the matter should be reported to Student Services. Students found to be in breach of the University's smoking regulations will be referred for disciplinary action in line with the [Student Disciplinary Policy](#).

## **Fire Prevention / Evacuation and Test Procedures**

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All students are expected to take responsibility for the avoidance of fire risks. Sockets must not be overloaded, all electrical items must be PAT tested, plugs and cables well maintained and safely positioned (i.e. not trailing) and all appliances must be turned off when not in use – if in doubt double check, particularly with heated appliances such as hair straighteners and irons.

Similarly, responsibility must be taken for turning off cookers, hobs and kitchen appliances, plugs and cables must be kept away from water and all kitchen activities must be undertaken in a safe and sensible manner. Kitchens are equipped with smoke detectors, fire blankets and extinguishers; please make a note of their location and the information provided regarding their use in the event of a fire.

High risk items such as candles, incense sticks and flammable liquids are NOT permitted in Halls of Residence due to their risk of causing fire.

In the event of a fire alarm sounding in student accommodation, licensees are mandated to evacuate the building in accordance to evacuation procedure. All fire alarms must be treated as potential real fire situations. The University will undertake weekly fire alarm tests and regular fire drills to ensure that all residents understand and act appropriately in case of a fire emergency.

Failure to observe these procedures may result in a fine and/or disciplinary action in line with the [Student Disciplinary Policy](#).

## **Personal Emergency Evacuation Plan (PEEP)**

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All students with a disability (including those with a temporary disability), deemed by the University as possibly requiring a Personal Emergency Evacuation Plan and/or special arrangements, will be contacted by the University to complete a PEEP and discuss other special arrangements needed, as advised by the Learner Support Manager or as identified through the accommodation application.

Where relevant information has not been disclosed at the point of application, licensees are encouraged to contact the Accommodation Office directly if they feel they would benefit from a discussion regarding a PEEP or any other special arrangements.

Students are reminded that they should familiarise themselves with the [Health and Wellbeing Policy](#).

## **Fire Evacuation**

Fire evacuation tests in your Hall of Residence will be co-ordinated and supervised by members of the University Estates and Facilities department. These tests are designed to make you aware of the procedures in the event of a fire and are therefore for your own safety – please take note and act accordingly. The recommended time frame for evacuation is 3 minutes – any students found in the Hall after this time will be reported to Student Services by the Estates and Facilities Staff. Disciplinary action and/or fines may apply.

Timing of Test: A drill will occur early on in each term.

Test Procedure: When the alarm sounds, make your way very quickly, but without running to the nearest fire exit (possibly not main stairway), once outside make your way to the evacuation area outside as marked on the fire information panel in your Room.

**THIS IS AN IMPORTANT HEALTH & SAFETY ISSUE**

**DISREGARD OF THE EVACUATION TESTS WILL BE TREATED VERY SERIOUSLY BY THE**

At the initial fire drill completed in the first week, your Hall Student Life Rep, or a member of staff, will check who is present at the evacuation area and when the test is complete you will be able to return to your Rooms. Do not re- enter the building unless advised.

Subsequent Fire Alarms will require you to follow exactly the same procedure as carried out in the practice test – on the sound of the fire alarm, you are always expected to vacate the building.

Please note that Fire Alarms are tested on a weekly basis. On these occasions, the alarm will sound for approximately 15 seconds and then cease. Should this be the case, you are not required to vacate.

## **Tampering with Fire Safety Equipment in Halls**

Student(s) who are found to have, for example, discharged a fire extinguisher, interfered with a fire extinguisher, fixing or smoke detector, set off a fire alarm, or tampered with any kind of fire safety equipment will each incur a fine in line with the [Student Disciplinary Policy](#), and a warning letter stating that further incidents of any disciplinary nature may result in the individual(s) being removed from their room. The cost of repairing the equipment will be divided equally between all and a charge will be made of £50 for additional time incurred in the handling of the incident.

**In agreeing to the terms and conditions outlined in this document you are agreeing to adhere to the procedure outlined above. Please ensure that you understand this procedure. Upon occupation of your Room please familiarise yourself with the Hall/House of Residence, the location of fire exits and the evacuation procedure.**

**THE BREACHING OF ANY OF THE RESIDENTIAL REGULATIONS AND ADDITIONAL STIPULATIONS IS LIKELY TO RESULT IN DISCIPLINARY ACTION AND/OR TERMINATION OF YOUR LICENCE AGREEMENT.**