

Accommodation Licence Agreement



**Harper Adams
University**

AUGUST 2018



**Harper Adams
University**

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.

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)

2018-19 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 or 01952 815286].

Dated August 2018

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” the specific periods that this Licence relates to according to Undergraduate, Postgraduate or International students as detailed in clause 2

“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): Wednesday 26th September 2018 – 5th July 2019, excludes Easter vacation period (Home and International undergraduate students).
 - Returning students (40): Sunday 30th September 2018 – 5th July 2019, includes the Christmas and Easter vacation periods.
 - Postgraduate students (42 Weeks): Monday 10th September 2018 – 5th July 2019, includes induction week, Christmas and Easter vacation periods (Home and International students).
 - International students (42 Weeks): Monday 10th September 2018 – 5th July 2019, includes induction programme, Christmas and Easter vacation periods (China and Adhoc programmes).
3. The Licence is inclusive of the Christmas vacation (15th December 2018 – 13th January 2019), during which time the Licensee may leave personal belongings in the Room at the Licensee's own risk and in line with the Licensee's own personal contents insurance agreement. The Easter vacation (30th March 2019 – 28th April 2019) is not included in the Fixed Period for undergraduate students, who will be required to vacate the Room in full as requested by Student Services. (N.B. The Easter vacation is included in the Fixed Period for postgraduate and international students on a 42-week contract.) Easter accommodation may be available on request for those on a 36-week Licence.
4. The Licence Fee includes the provision of the following term time services: utilities, regular cleaning, weekly term-time laundry (where applicable dependent upon the Hall of Residence/University House), internet access. All catered accommodation is inclusive of 15 meals per week, Monday to Friday, self-catered accommodation is exclusive of meals.
5.
 - a. If the Licensee is withdrawn from the University in the course of the Fixed Period and vacates the Room on or before 14th December 2018 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 (usually 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 15th December 2018 and 14th January 2019 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 (usually within 28 working days from when the room key is returned) less any amount withheld in accordance with this Licence.

6. If the Licensee is withdrawn from the University in the course of the Fixed Period and vacates the Room on or after 15th January 2019 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 (usually within 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.

7. 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.

8. 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 usually 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 my deposit in accordance with clauses 12 to 15 of this Licence.

9. 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.
10. 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.
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 the fee of £50 for 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 the Licence and University Residential Regulations and 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. The deposit is returnable usually 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 and the University Residential Regulations. The deposit will also be a key deposit for the duration of the Licence. 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 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, usually 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 registration on 26th September 2018 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 Director of Finance. Failure to pay by the agreed date may result in a late payment charge/administration fee or 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 with 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.

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.
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 arranging adequate insurance for his or her possessions and belongings.
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/Licensee's 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.
30. All resident students/Licensee's must inform Student Services with reasonable notice of planned periods of absence from the Halls of Residence for health and safety reasons.

General

31. 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.
32. 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.
33. 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.
34. This Licence will be considered complete and legally binding from the date of acceptance of the accommodation offered.
35. Your personal data will be processed for the purpose of administering the University Accommodation service and in accordance with Data Protection legislation. Processing your personal data is necessary for the performance of the Licence. Full details of how the University processes your personal data can be found in the [Data Protection Layered Notice](#) on the University website.
36. 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) and shall be deemed served at 9am on the next working day after sending.
- b. it is sent by first class post to:

Accommodation Manager
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

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 accepts and conforms with the Residential and General Regulations and the terms of the Licence Agreement.

University Residential Accommodation

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

Letters: All student letters are delivered centrally to the student post area in Faccenda Buidling foyer area. Students are expected to check their post regularly to avoid build-up in postal trays.

Parcels and packages: All student parcels and packages can be collected by students from the Harris Hub daily, between 7pm and 8 pm during term time. Any changes to collection times will be communicated to residents with at least 24 hours' notice, where practicable.

Out of term time arrangements will be communicated to residents prior to the start of each vacation period.

Students should use the following format for all postal correspondence for ease of identifying student post:

[Student Name]

STUDENT MAIL
Harper Adams University
Newport
Shropshire
TF10 8NB

Access to Property

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](#).

Inventory

An inventory is an official record of the contents and condition of the Room when you move in. You will be provided with a copy of the inventory when you arrive. The student is required to review the inventory and note any issues, faults or condition of items at the point of occupation. Any subsequent damage reported (not noted on original inventory) will be automatically deemed the responsibility of the present occupier. The student will be required to return a completed inventory within the first two weeks of stay.

Damage

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

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.
damage or loss.

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 Warden or Student Services within 24 hours, they will be charged for the cost of repairing the damage to a similar standard.
- If the student(s) responsible for the accidental damage reports the incident to a Student Warden or Student Services between 24 - 48 hours, they will be charged for the cost of repairing the damage to a similar standard and an administrative charge of £25.
- If the student(s) responsible for having caused the accidental damage reports the incident to a Student Warden 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 an administrative charge 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 Warden or Student Services within 48 hours, they will be charged for the cost of repairing the damage to a similar standard and an administrative charge of £25.
- If the student(s) responsible for having caused the deliberate damage reports the incident to a Student Warden 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 an administrative 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 Student Services.

Where those responsible for causing damage cannot be identified

- If the students responsible for the damage on campus cannot be identified, charges

will be issued as follows at the discretion of the Head of Student Services.

- 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 administration charges will be incurred.

Exemplary Summary of costs (note that this list is not exhaustive and is intended for guidance only)

BEDROOM	COST	DOORS	COST
New single mattress	£53.00	Paint door	£90.00
Mattress cover	£4.00	Replace study door and painting of	£150.00-
Base	£68.00	Door lock (barrel)	£37.50
Curtains (window)	£55.00	Door lock (encasement)	£25.00
Curtains (wardrobe)	£65.00	Door closer	£40.00
Bedside drawers	£63.00	Door furniture (coloured)	£27.00
Study chair	£24.00		
Polly stacking chair	£21.00	MISCELLANEOUS	COST
		Corridor 2D light fitting	£84.00
EN-SUITE / BATHROOMS	COST	Electrical socket (double)	£32.00
Toilet seat	£26.00	Ceiling tile (cost per tile)	£5.00-9.00
Showerhead (ASP A 2000)	£30.00	Carpet tiles /m2	£25.00
Mirror	£35.00-60.00	Carpet (not tiles) /m2	£14.00
Toilet door lock	£21.50	Window hinges	£8.00 - £15.00
Shower curtain	£7.00	Re-glaze fire doors with safety glass	£120.00 -
		Ash bins	£300.00
KITCHENS	COST		
Kitchen chair (self-catering)	£21.00	FIRE EQUIPMENT	COST
Kitchen table (self-catering)	£116.00	Water 9L (refill)	£10.50
Microwave	£32.00	Foam 6L (refill)	£17.50
Toaster	£15.00	Powder 1Kg (refill)	£15.50
Kettle	£16.00	Powder 6 Kg (refill)	£20.50
		New extinguisher	£25.20 -£29.95
		Fire blanket	£9.35

The University will charge VAT to all of the above items, labour costs of £12.30 p/h for each member of estates staff required for remedial works, and the appropriate administrative charge as set out above. Cleaning following unacceptable behaviour will be charged at £10 p/h for each member of domestic services staff required, plus a £25 administrative charge. 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, plus an administrative charge of £25.

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)

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.

In the first instance the incident should be reported to either the Hall or Duty Warden (5pm – 9am) or Student Services (9am – 5pm). Details should then be taken of those involved, including name, ID number and campus room number.

Depending upon the seriousness of the incident:

Minor Incident

1st offence: a verbal warning will be issued to the student and a note will be made on the student's file. An email will also be sent to the student from Student Services informing of the report and outlining the possible outcome of 2nd and 3rd offences. The student will be invited to respond in writing if they would like to appeal or draw attention to any mitigating circumstances.

2nd offence: Student Services will issue a letter to the student, warning that if they breach the regulation again they will be asked to leave halls and will be charged the full term's/year's accommodation charges. The student will be invited to respond in writing if they would like to appeal or draw attention to any mitigating circumstances.

3rd offence: the student will be given 24 hours' notice to move out of halls. The student will be invited to respond in writing if they would like to appeal or draw attention to any mitigating circumstances.

Major Incident

Stages 1-3 will be progressed more swiftly at the discretion of the Head of Student Services.

Guests in Halls or Houses of Residence

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 the Hall Warden 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 Manager.

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

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 at registration 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 its' 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.

Deposits

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 related damages to any Common 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.

The loss of a key must be reported immediately to the Hall Warden or Student Services. In the event of loss, £10 must be paid for a new key. Should the security of the Room be a matter of concern, a further charge will be made in order to change the lock.

In order to process refunds efficiently, students are asked to update their bank details online prior to vacating the Room – www.harper-adams.ac.uk/bank.

Non-Payment of Fees and Charges

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

Illegal Substances

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 are referred to the [Accommodation Licence Agreement](#) and the [University Drugs and Alcohol Policy](#).

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

An exception is made for 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 shotgun is found, 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 required to attend a meeting of the Governors' Disciplinary Advisory Committee.

Fireworks

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

Pets

NO pets (of any description) are allowed on University premises at ANY TIMES with the exception of disability assistance dogs, which must be approved by Student Services.

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 required to vacate their allocated room and that they will be charged the full amount for the remainder of the academic year unless the room can be re-let by Student Services.

Recycling & Rubbish Disposal

Students are solely responsible for the rubbish and recycling disposal in their rooms and communal areas, including kitchens, 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.

Smoking

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 who smoke in University Buildings will receive a £50 fine for the first offence.
- A repeat offence will result in a £100 fine and a period of community service at the discretion of the Head of Student Services.
- Further offences will result in students being asked to move off campus.

Fire Prevention / Evacuation and Test Procedures

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.

Failure to observe these procedures may result in a fine and/or disciplinary action.

Personal Emergency Evacuation Plan (PEEP)

All students with a disability (including those with a temporary disability), deemed by the University as possibly requiring a Personal Fire Evacuation Plan and/or special arrangements, will be contacted by the University to complete a PFEP and discuss other special arrangements needed.

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 during the first week of 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 UNIVERSITY.

At the initial fire drill completed in the first week, your Hall Warden 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.

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 £100 - £250 fine 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 parties in addition to the £50 administration fee. *The University also reserves the right to impose more serious sanctions dependent upon the nature 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

