

University of Plymouth

This is a binding document and should be read carefully. You will be bound by the terms contained in this Agreement.

Summary of Key Terms and Definitions:

“You”

“University” - University of Plymouth, Drake Circus, Plymouth, Devon PL4 8AA

“Owner” - University Partnerships Programme, 1st Floor, 12 Arthur Street, London EC4R 9AB.

“Duration” - From 06:00 GMT on X/09/2022 up to and including 12:00 GMT on X/07/2023

“Residence Fee” - The Residence Fee is payable in full unless this Agreement is properly terminated.

Payment Date(s)

First Payment: £ within 24 hours of the date of this Agreement. This Agreement will not become binding until the First Payment is received. If the First Payment is not received within 24 hours, this Agreement will be void and you will not be allocated a Room

Second Payment: £ on or before 30th October 2022

Third Payment: £ on or before 29th January 2023

Fourth Payment: £ on or before 30th April 2023.

[Together referred to as the Payments and the Payment Date(s)]

Residence and Room Type

“Unit” - Room(s) and any Shared Areas which are occupied by You and other student occupants, i.e. a flat in the Residence

“Room” - Your allocated Room, as notified in writing before the start of the academic term. The Room will be either a private Room in a Unit or a self-contained studio with cooking and en-suite facilities.

You may be required to move to a different Room.

“Shared Areas” - Any areas within the Unit and shared with other occupants of the Unit.

“Unit” - A flat that the Room is within or a self-contained studio

“Room Items” - Items within the Room provided by the University for Your use

“Shared Items” - Items within the Shared Areas provided by the University for Your use and use by other Residents entitled to use the Shared Areas

“Items” - Room Items and Shared Items

“Residence” - The building within which Your Room is located and including all areas including the Unit and Communal Areas

“Communal Areas” - All areas within the Residence that are not within a Unit, Room or Shared Areas, including entrance lobbies, lifts, stairwells

“Additional Definitions” - As per Annex 1 to this Agreement

Your Agreement:

1. The Room

1.1. This Agreement grants you a non-exclusive licence to occupy a Room in the/a Residence for the Duration. No tenancy of any kind is intended to be created in respect of the Room and control of the Room remains with the University.

1.2. The Room will be used by You for residential purposes only.

1.3. A Room will be allocated prior to the commencement of the academic term, and this will be confirmed to you in writing.

1.4. You may, upon reasonable written notice (being not less than 24 hours, unless in an emergency where such notice may be immediate) be required to move on a temporary or permanent basis to a different Room. There is no right of appeal if you are required to move to a different Room. Reasons for such a move include but are not limited to: urgent maintenance, to facilitate an investigation, to ensure the wellbeing and comfort of other residents.

1.5. This Agreement is personal to You and you must not allow anyone else to take or share occupation of the Room.

1.6. This Agreement and the right to occupy the Room will end on the last day of the Duration.

2. Payment for Your Room

2.1. The Residence Fee is payable by You to the University on the Payment Dates.

2.2. Payment details will be provided to You by the University.

2.3. You will not be entitled to occupy the Room until the First Payment has been received.

2.4. If the Agreement is commenced during the Residence Year, the proportion of the Residence Fee from the date of the Agreement to the day before the next Payment Date will be payable in full on the date of this Agreement.

2.5. The Residence Fee includes the reasonable cost of electricity, gas and water, and wifi/internet. This may be reviewed by the University if Your use of the utilities exceeds a reasonable residential use (to be determined by the University). Any excess use will be payable by You on demand.

3. Compliance with University standards and policies

You will:

3.1. read and comply with the Student Information, Regulations, Policies and Procedures.

3.2. comply with the Regulations and with the provisions of all laws and legislation applicable to You in the context of this Agreement.

3.3. comply with any Regulations, guidance, instructions, measures or restrictions the University introduces from time to time on how students use and/or behave in the Residence and which the University considers necessary to ensure compliance with HM Government guidance/law, including those relating to Covid-19.

3.4. where displaying symptoms of a communicable infection including Covid-19, immediately notify the Residence Management Team and follow any guidance and instructions provided, including, but not limited to, self-isolation, arranging to be tested and providing evidence of any test results to the University. Such information will be processed in accordance with the University's Privacy Policy.

4. Moving In

4.1. On arrival, You will inspect the condition of the Accommodation as set out in the Inventory and Schedule of Condition. You will return the signed Inventory and Schedule of Condition within 5 days of the start of the Duration, by the Home@Halls App.

4.2. If the signed Inventory and Schedule of Condition is not returned within 5 University-working days, You are deemed to have accepted it, unless You have taken the following steps:

4.2.1 You have raised any issues directly with the Facilities Manager via contactplymouth@upp-ltd.com or with the University via Residencelife@plymouth.ac.uk within the same 5 University-working day period;

4.2.2 You, the Facilities Manager and the University will work together to reasonably agree an amended Inventory and Schedule of Condition as soon as practicable; and

4.2.3 If no reasonable agreement can be reached, the Head of Facilities and Student Accommodation will make a final and binding decision.

4.3 You will obtain a licence for any television in the Room and pay for all TV subscriptions.

4.4 You will provide the Accommodation Office with contact details for an emergency contact for You and will update those details if they change.

4.5 Basic level contents insurance is provided by the Owner, however You acknowledge that neither the University nor the Owner warrant as to the level of cover or accept liability in respect of Your belongings and that You should check and obtain additional adequate insurance for your belongings and equipment if You require.

5. Condition and contents of the Accommodation

You will:

5.1 Use the Accommodation and Items in a responsible and careful manner and for the purpose(s) they were designed to be used.

5.2 keep the Accommodation and Items in a clean and tidy condition as set out in the signed or determined Inventory and Schedule of Condition save for fair wear and tear.

5.3 wipe down and keep clean any internal surfaces of the Accommodation affected by condensation to prevent mould or damage to the Accommodation or Items.

5.4 keep the Accommodation properly ventilated to prevent condensation and not wash, hang or dry laundry in the Room (except for small items on an occasional basis).

5.5 not change, damage or mark the decorative finish of the Accommodation.

5.6 not damage the Room Items or Shared Items or remove any of them from the Room or Unit.

5.7 not damage the Room, Shared Areas, Unit, Communal Areas or the Residence.

5.8 not litter or obstruct the use of the Shared Areas and jointly with other occupiers keep them in a clean, tidy and hygienic state.

5.9 Inform the Accommodation Office of any damage to the Residence, Unit, Room and/or Items as soon as it is discovered.

5.10 pay to the University the reasonable cost of any damage to the Accommodation and/or Items where such damage is caused by Your act or omission or any failure to observe or comply with Your obligations under this Agreement. If You dispute any

damage charge then You may appeal the charge in writing to the Accommodation Office within 10 days of receiving notification of the damage charge.

5.11 Accept responsibility for the actions and behaviours of Your visitors and guests and for any damage caused by them to the Accommodation and/or Items.

5.12 Only keep or use belongings which are the type normally kept by students in residential accommodation (Appropriate Item) and will keep and use all belongings in a safe condition, to include the appropriate testing certification for electrical items.

5.13 Allow the University to inspect any Items or belongings in the Residence and if found to be unsafe or uncertified or outside those deemed to be Appropriate Items, You will immediately cease using it and remove it from the Residence within a time specified by the University, failing which the University is entitled to enter the Room or Residence and remove the item.

6. Your use of the Accommodation and Residence

6.1 You will:

6.1.1 not prepare or cook food in the Room (excepting self-contained accommodation) or keep or use open deep fat frying equipment anywhere in the Residence.

6.1.2 not exceed the total load capacity of the electric sockets in the Room, Unit and/or Shared Areas (approximately one kilowatt in total).

6.1.3 Not smoke in the Room, Unit, Communal Areas or Residence including balconies or within 5metres of the buildings. Smoking includes but is not limited to cigarettes, cigars, use of vaping equipment or electronic cigarettes.

6.1.4 not keep any pets anywhere in the Residence or grounds.

6.1.5 not park or allow visitors to park any vehicle in any parking space in, on or neighbouring the Residence on private land owned and controlled by the University and Owner unless You hold a valid parking permit for such space issued by the Residence Management Team.

6.1.6 Allow University Personnel to access the Room without obstruction in the circumstances set out at Annex

6.2 If You have been placed in a Room and/or Unit which has been designated as single-sex and/or alcohol-free and/or quiet You and Your visitors will comply with those conditions at all times.

6.3 You may have occasional overnight guests to stay in Your Room, however You must first obtain the prior agreement of any other occupants of the Accommodation.

7. Your conduct and Your visitors' conduct

7.1 You will treat University Personnel and other students with courtesy and respect.

7.2 You will ensure that your occupation and behaviour are appropriate for the nature of the Accommodation, in particular as a communal living facility, including behaving in a reasonable manner, maintaining acceptable levels of personal hygiene and cleanliness

7.3 You will not (and will not allow any of Your visitors to):

7.3.1 commit any harassment, or threat of harassment to other students, Residence occupants, University Personnel or the general public:

a. on the grounds of race, ethnic origin, religion, age, lifestyle, gender, sexual orientation or disability,

b. that may interfere with the peace, comfort and wellbeing of, or be likely to cause offence to other persons in, or in the locality of, the Residence.

7.3.2 act in a violent way or threaten violence to other Residence occupants such that they leave the Residence due to the violence or threatened violence by You. The University reserves the right to take such legal action as is available to it to remove the perpetrator from the Residence and allow the victim to return to (or remain in) it.

7.3.3 cause any excessive or unnecessary noise anywhere in the Unit, Room or Shared Area which is audible outside of the Unit.

7.3.4 cause any other Residence occupier or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property from any part or the surrounding area of the Residence.

7.3.5 Act in a way that may or is likely to cause anxiety or emotional distress to other residents.

7.3.6 keep or use anywhere in the Residence drugs, the possession or use of which is prohibited by statute (including but not limited to, the Misuse of Drugs Act 1971) or legal highs including MPS. You may keep alcohol and tobacco and may use alcohol unless you are in or occupying an alcohol-free Room.

7.3.7 keep or use anywhere in the Residence any firearms (or replicas), offensive weapons (or replicas), explosive or flammable materials.

7.3.8 tamper with any firefighting equipment or any other safety equipment, prop open any fire doors, cover detection equipment or disengage door and/or window closure mechanisms and will comply with all evacuation instructions.

7.4 You will comply with any reasonable request or instruction relating to the use and occupation of the Residence, Unit or Room which may be issued from time to time by any member of the Residence Management Team, Halls Team, University Security or any officer of the emergency services in attendance.

7.5 Any breach of clause 7 will be referred to the Residence Management Team and may result in disciplinary action in accordance with the University's Code of Conduct.

7.6 You will pay on demand the reasonable costs incurred by the University or the Owner in respect of any breach of 7.3.7 or 7.3.8 which results in You setting off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire service and/or evacuation of the Residence.

8. The University's obligations and liability

8.1 The University will work with the Owner and the Facilities Management to provide the following services for the Duration:

8.1.1 maintenance and repair of the Residence.

8.1.2 operation, inspection, servicing and repair of plant, machinery and equipment in the Residence which are the responsibility of the University.

8.1.3 provision and repair and maintenance of those Shared Items specified in the as listed in the inventory completed on the Home@Halls app (but not any other Items).

8.1.4 provision of the Room Items at the beginning of the Duration.

8.1.5 periodic cleaning of the Shared Areas and Communal Areas.

8.1.6 provision of firefighting equipment (if required by legislation) in the Shared Areas and the payment of all charges in connection with its rental, installation and maintenance.

8.1.7 an adequate supply of hot water for normal domestic use.

8.1.8 adequate heating in the Residence having regard to prevailing weather conditions.

8.2 The University will:

8.2.1 operate the University complaints procedure as it applies to resident complaints.

8.2.2 appoint the Residence Management Team who shall be responsible for the discipline and welfare in the Residence.

8.3 The University shall not incur any liability for any temporary failure or interruption in the provision of any of the facilities or for any loss arising from such failure or interruption which arises for reasons beyond the University's control.

8.4 Any works required will be carried out by the University as set out in Annex 3.

8.5 The University will not be obliged by You to take any action against another student in relation to any alleged breaches of that student's obligations to the University.

8.6 The University accepts no responsibility and excludes liability for any loss, damage or theft (however arising) incurred by You as a result of any breach by the University of this Agreement or any other act or omission of the Residence Management Team (except to the extent caused by the University's or the Residence Management Team's negligence). If despite the above the University is found by a Court to be liable to You the liability shall be limited to the Instalments actually paid by You to the University (except in the case of liability resulting from the University's or Residence Management Team's negligence).

8.7 The University does not accept liability for any noise nuisance from external sources or other Residents except where the University should have taken reasonable steps to prevent such noise nuisance.

9. Moving Out

9.1 Before or when you leave, you must arrange a room inspection to take place on your day of departure by e-mailing contactplymouth@upp-ltd.com or via Reception. At the inspection, the Final Inventory Form and Schedule of Condition will be signed off detailing the condition of the Unit and Items as at the date of your departure.

9.2 You are entitled to accompany Facilities Management on the final inspection. If You do not, You are deemed to have accepted the Final Inventory Form and Schedule of Condition unless You have taken the following steps:

9.2.1 Raise any objections to the content of the Final Inventory Form and Schedule of Condition at the inspection or, if You are not present, within 40 University-working days of receiving notice of damage charges with the University via Residencelife@plymouth.ac.uk;

9.2.2 You, the Owner and the University will work together to reasonably agree an amended Final Inventory Form and Schedule of Condition as soon as practicable; and

9.2.3 If no reasonable agreement can be reached, You can submit a formal complaint, following the University complaints procedure.

9.3 You will return the Room and the Room Items in the condition set out in the signed or determined Final Inventory and Schedule of Condition, save for fair wear and tear. All personal items must be removed from the Residence.

9.4 You will return to the Accommodation Office all keys, swipe cards and fobs issued to You for access to the Room and Residence. If some or all items are not returned, You will pay the University the cost of obtaining replacements.

9.5 Any personal belongings left in the Room, Shared Areas or the Residence after the Agreement has ended will be notified to You by email at any address for you held

by the University. You will be responsible for arranging and paying for their removal. If they are not removed within 14 days of notification, the University is entitled to dispose of the items and You will pay for the reasonable disposal costs.

9.6 If You cease studying as a student in Higher Education while occupying the Room, You will pay any council tax liability charged to or incurred by the University on demand.

10. Late Payment and/or Default

10.1 If, following written demand from the University, you fail to pay the Residence Fee or any part of it within 14 days of any of the Payment Dates, you shall pay interest on the outstanding sum at the rate of 3% above the Bank of England base rate per annum. Interest will be payable from the date upon which the Residence Fee or any part of it became payable until payment is received.

10.2 If You breach this Agreement or fail to comply with any of Your obligations, You must pay all reasonable costs and expenses incurred by the University as a result of the breach including legal costs and disbursements such as Court fees and bailiff charges in connection with the recovery of any unpaid sums or possession of the Room or redress in respect of any breaches by You.

10.3 Any breach of this Agreement by You may be referred to the University by the Residence Management Team and may be dealt with in accordance with the University's Code of Conduct.

11. Early termination

11.1 This Agreement may be terminated during the Duration by the University in the following circumstances:

11.1.1 You are no longer a student at the University due to interruption or withdrawal from Your course

11.1.2 Your Student Contract is terminated

11.1.3 You breach any of Your obligations under this Agreement

11.2 The University may terminate the Agreement by providing 4 weeks' written notice to You or 24 hours' notice to You in the case of a serious or material breach of this Agreement. Termination will have no effect on the University's rights under this Agreement.

11.3 If You fail to leave the Room and Residence as per the University's notice, the University reserves the right to commence legal proceedings to recover possession of the Room.

11.4 You may terminate this Agreement in the following circumstances:

11.4.1 You do not meet the academic offer requirements or do not enrol;

11.4.2 You withdraw from study within 14 days of the published course start date;

11.4.3 There are exceptional circumstances which prevent You from occupying the Room (to be determined by the University) provided that You have made reasonable attempts to seek support from and allow the University to resolve issues and circumstances relating to University Services, wellbeing and/or communal living issues;

11.4.4 A Suitable Replacement Person has been granted a new licence for the Room.

11.5 You may request termination of this Agreement by completing the Early Leaver Process and submitting your request to terminate via the Student Accommodation Portal citing one of the grounds in 11.4 above and the University will confirm whether the Agreement has been terminated within 15 University-working days, having regard to your request and acting reasonably. Any termination request made by You via the Student Accommodation Portal will be deemed made on the day submitted if before 5pm or 9am on the next University-working day if after 5pm or a non-University-working day.

11.6 If this Agreement is not terminated under this clause 11.4, You will remain liable for payment of the Residence Fee in full unless and until a new licence for the remainder of the Duration is granted to a Suitable Replacement Person. You will remain liable for any other sums payable under this Agreement.

11.7 If You terminate the Agreement under 11.4.1 or 11.4.2, the First Payment less the fee payable for the number of nights between the start of the Duration and the date of termination be refunded to You and the other Payments will not be payable.

12. Notices

12.1 Notice will be served on You if sent to Your university email address requesting a delivery receipt and a hard copy delivered by hand to Your Room.

12.1.1 Email notices will be deemed served on You on the day that the email delivery receipt is received if before 5pm or 9am on the next University-working day if after 5pm or a non-University-working day.

12.1.2 Hand copy notices will be deemed served on You on the day that the hard copy notice was hand delivered if before 5pm or 9am on the next University-working day if after 5pm or a non-University-working day.

12.2 Notice will be served on the University by You if sent marked FAO Student Accommodation Manager to Residencelife@plymouth.ac.uk unless You are seeking to terminate this Agreement in which case You must follow the Early Leaver Process via the Student Accommodation Portal.

12.2.1 Email notices will be deemed served on the University on the day that the email delivery receipt is received if before 5pm or 9am on the next University-working day if after 5pm or a non-University-working day.

13. VAT

13.1 All amounts payable by You pursuant to this Agreement are exclusive of Value Added Tax ("VAT"). If VAT becomes chargeable in respect of any amounts, including replacement Items, damage and cleaning charges, You shall in addition pay any VAT.

13.2 If the University appoints a third party to perform its obligations under this Agreement and this third party charges VAT in respect of their services, You shall in addition pay an amount equal to this VAT unless the University is able to offset/reclaim the VAT.

14. Frustration

14.1 Either party may terminate this Agreement by immediate notice if:

14.1.1 The Room is damaged or destroyed by fire or any other risk that the Owner has insured (or procured insurance) against; and

14.1.2 The Room is unfit for occupation and use; and

14.1.3 No alternative Room has been offered to You by the University;

14.1.4 Payment of the insurance money is not refused in whole or in part by reason of any act or default of You or anyone at the Room expressly or by implication with the Student's authority); and

14.1.5 At the time notice is given, the Room has not been reinstated to be fit for occupation and use.

15. General

15.1 The Parties to this agreement agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise (including claims for set-off and counterclaims) under or in connection with this agreement

15.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. Data Protection

16.1 You agree that:

16.1.1 Your personal data will be collected and held by the University and may be used in relation to the Agreement;

16.1.2 Your present and future addresses and contact details may be provided to the University, to utility suppliers, to the local authority, to a credit or reference provider, to a legal adviser for enforcement and debt collection purposes and to any other third party with an interest in the Agreement.

16.2 Your personal data which will be processed in the execution of this agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679 (the GDPR) or such other domestic legislation and Codes of Practice that supplements, implements and/or replaces the GDPR. Further details regarding this processing activity is set out in the University's Privacy Policy.

Annex 1 – Additional Definitions

“Accommodation Office” - The Student Accommodation Service
[residencelife@plymouth.ac.uk]

“Facilities Manager” - The person and/or team appointed by the Owner to act as Facilities Manager to provide facilities services including but not limited to maintenance, reception and housekeeping.

“Final Inventory Form and Schedule of Condition” - The final inventory recording the condition of the Room and Room items at the end of this Agreement and the Owner and/or the University's estimate of any sums that need to be paid to rectify any breaches of the Student's obligations in this Agreement.

Student Information, Regulations, Policies and Procedures:

a. Resident Specific policies and procedures including: The University Code of Conduct, the Resident Handbook, the Accommodation Procedures and Information Document, UPP Halls User Guide; and

b. University information, regulations, policies and procedures as available at <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations> (as amended from time to time) Links are provided at Annex 2

“Head of Facilities and Student Accommodation” - the person appointed by the University to act as Head of Facilities and Student Accommodation.

“University Personnel” - agents, employees or contractors or anyone acting on the University's behalf.

“Regulations” - All regulations of the University issued from time to time which may impact upon Your use and occupation of the Residence and the Room including but not limited to fire rules and evacuation procedures, health and safety policies and any other rules as outlined in the Handbooks and/or University Code of Conduct.

“Residence Management Team” - Head of Facilities and Student Accommodation, Student Accommodation Manager, Hall Officers or any employee of Accommodation Services.

“University’s Privacy Policy” - <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/data-protection>

“Inventory and Schedule of Condition” - the inventory recording the condition of the Room and Room items when You take occupation of the Room.

“Home@Halls App” - The Home@Halls App which should be downloaded free from the AppStore by residents when notified prior to arrival and is used for reporting and interaction between the resident and UPP.

“Appropriate Item” - Any item or personal belonging which are the type normally kept by students in residential accommodation.

“University Security” - Any employee, contractor or agent of or on behalf of the University dealing with security

“Halls Team” - Those appointed by the University to provide welfare support to Residents and oversee conduct matters.

“Suitable Replacement Person” - Another student who is:

- a. enrolled at the University
- b. will take occupation of the Room after You leave
- c. would not be vacating accommodation let or licensed from the University (unless they have found their own Suitable Replacement Person) and
- d. is approved by the University.

“Residence Year” - 2022 to 2023

“Residents” - The other occupiers of any Residence

“Reception” - The dedicated Resident Receptions located at Francis Drake Hall and Gibbon Street

“Student Contract” - The contract between You and the University for the provision and payment of learning services.

“Legislation” - Any reference to legislation includes any statutory amendment or modification of it or any laws or regulations made pursuant to it.

“Student Accommodation Portal” -
[<https://plymouth.starrezhousing.com/StarRezPortalX>]

“The Early Leaver Process” - on the Student Accommodation Portal

Annex 2 – Student Information, Regulations, Policies and Procedures

These include but are not limited to all information, regulations, policies and procedures available at:

- a. <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations>
- b. <https://www.plymouth.ac.uk/student-life/services/accommodation/residence-life/resident-resources>
- c. The resources page on the Student Accommodation Portal

Annex 3 Access and Works

1 The University by its University Personnel is entitled to access the Room, Shared Areas and Unit to:

- 1.1 inspect the condition and state of repair;
- 1.2 carry out the University's obligations under this Agreement;
- 1.3 carry out repairs or alterations or maintenance
- 1.4 take gas, electricity or water meter readings;
- 1.5 show prospective licensees around;
- 1.6 check on the welfare of the Residents or staff members;
- 1.7 check on and investigate reported conduct, noise or nuisance complaints from Residents or the public

2 When practical or necessary, 24 hours' written notice will be provided however this is not a requirement. Notice for access following a maintenance report via the Home@Halls App is implied.