Arts University Bournemouth

Accommodation Contract 2027/2028

This is a formal document intended to create legally binding obligations - make sure you read and understand it before agreeing to the terms. You should take independent advice before proceeding if you think you need it.

The Accommodation Contract between Arts University Bournemouth and the Student is made up of the following:

Part 1 – AUB Halls of Residence Terms and Conditions

Part 2 - Residence Agreement

Part 1
HALLS OF RESIDENCE

BOOKING & ALLOCATION

You may apply for a room in AUB Halls of Residence if you are in the first year of your course at AUB. You must have firmly accepted an offer to study at AUB before you are able to book a room in halls of residence. A set number of rooms are also released to second and third year students who wish to book AUB Halls of Residence

Not all halls of residence are available to students at all levels of study. You will be able to select your preferred Halls of Residence and room type, subject to availability. Students living in halls are not segregated by age, gender or course.

Allocation is at the sole discretion of AUB; there is no right of appeal against allocation of rooms in halls.

If you require any adaptations or have any disability-related needs, please, make this clear in your booking. You will be required to provide evidence to support your request. Allocation of accessible/adaptable rooms will be made at the discretion of the Accommodation Allocation Panel.

Accommodation in AUB Halls for students who have an unspent conviction relating to a crime of a sexual or violent nature, or involving the supply of illegal drugs, will be subject to a safeguarding risk assessment.

Please note that any personal details you provide in your Halls application may be accessed by AUB Student Services and Halls of Residence staff. This information will only be used in respect of your Halls of Residence booking. If you wish to make a disability disclosure to the university, please do this via the MyApplication portal.

CONTINUING STUDENTS

AUB prioritises accommodation for first-year students, but continuing students are very welcome to apply to remain in halls through the AUB Rebooker Scheme, subject to availability. Many students value the convenience and community of staying on campus, and our team can also provide guidance for those exploring private accommodation options.

AUB recognises that you may have difficulty finding suitable private accommodation if you have a disability and require one or more of the following:

- accommodation with specific structural adaptations to meet additional needs
- accommodation on campus due to mobility or accessibility issues*
- accommodation with an appropriate space for a registered assistance animal

(*you must be in receipt of the higher rate of the mobility part of PIP (personal independent payment), DLA (disability living allowance) or a blue badge for physical, cognitive or mental health conditions). If you are an international student, you would need to provide equivalent supporting documentation.

If you believe that you meet one or more of these criteria, you are required to have a formal Disability Disclosure with AUB and to submit your request for returner halls accommodation, in writing, to the AUB Accommodation Team by 1 December.

All requests for returner accommodation will be reviewed by a panel in January, and notification of the outcome will be provided to you by the end of February. There is no right of appeal against the panel decision.

CANCELLATIONS

By booking a room in halls, you are liable for the rent of your booked room for the full duration of the residence period, save for the following exceptions:

If you book a room in halls but do not meet the terms of a conditional offer or international visa you may cancel your booking and you will be refunded your deposit; please notify AUB as soon as is reasonably possible.

If you book a room in halls, but do not move in, and you decline a place at AUB after the start date of the residence agreement, you will be refunded your deposit, minus any rent due since the start of the residence agreement.

If you withdraw from or intermit your AUB course after moving into halls of residence, your deposit will be retained in lieu of the required notice period.

Any rent overpaid will be refunded to you after you have formally withdrawn from AUB and vacated your accommodation, subject to the deduction of any outstanding rent, damage costs, or other charges due under the contract.

If the deposit is insufficient to cover any outstanding rent, damage, or other sums owed, you will remain liable for the balance, which AUB reserves the right to recover.

If you continue your studies at AUB but choose not to move into your allocated accommodation, or if you move out during your residence period, you will remain liable for the full accommodation fees for the duration of your contract.

This applies equally to students booking under the Rebooker Scheme. If you subsequently decide not to take up your room, or vacate it during the residence period, you will remain responsible for the full accommodation fees unless and until an eligible AUB student is approved to take over your contract.
Any replacement must meet AUB's eligibility criteria and be formally approved before the transfer of liability takes effect.In the event that you are asked to leave AUB, you will receive 4 weeks' notice, following which your residence agreement will be terminated.

Halls of Residence	Room Type	License Type	Weekly Rent	Total Weeks	Total Rent
Madeira Road Halls					
04.09.27 - 24.06.28	Single Ensuite	Foundation / Undergraduate	£185.00	42	£7,770.00
11.09.27 - 02.09.28	Single Studio	Undergraduate / Postgraduate	£214.00	51	£10,557.00

Halls of Residence	Room Type	License Type	Weekly Rent	Total Weeks	Total Rent
Campus Halls					
04.09.27 - 24.06.28	Single Ensuite	Undergraduate	£214.00	42	£8,988.00
11.09.27 - 02.09.28	Single Ensuite	Postgraduate	£214.00	51	£10,557.00
11.09.27 - 02.09.28	Single Studio	Undergraduate / Postgraduate	£243.00	51	£12,036.00

Halls of Residence	Room Type	License Type	Weekly Rent	Total Weeks	Total Rent
Home Park					
04.09.27 - 08.07.28	Bronze Ensuite	Undergraduate	£214.00	44	£9,416.00
04.09.27 - 08.07.28	Silver Ensuite	Undergraduate	£232.00	44	£10,208.00
04.09.27 - 08.07.28	REBOOKERS	Undergraduate	£219.00	44	£9,636.00
11.09.27 - 02.09.28	Silver Studio	Undergraduate / Postgraduate	£243.00	51	£12,393.00
11.09.27 - 02.09.28	Gold Studio	Undergraduate / Postgraduate	£253.00	51	£12,903.00
11.09.27 - 02.09.28	Premier Studio	Undergraduate / Postgraduate	£263.00	51	£13,413.00

RESIDENCE PERIODS AND RENTAL PAYMENTS

Rents are inclusive of all utility bills, excluding a TV licence and contents insurance*, which AUB recommends all students purchase.

£1.00/week of your rent amount goes towards funding AUB ResLife (see below), the exclusive support programme for students living in AUB Accommodation.

Payment is paid termly, in advance, in three equal instalments and charged to the credit/debit card registered at time of booking. Dates of the residence periods and payment instalments are shown on your online account via the AUB Accommodation booking website.

Rent is payable for the full duration of the residence period.

**contents insurance included at Home Park.*

NON-PAYMENT OF ACCOMMODATION FEES (RENT DEFAULT)

Accommodation fees must be paid in accordance with the payment schedule set out in your contract. If you fail to pay any installment of accommodation fees by the due date, this will constitute a default under the Accommodation Contract.

AUB may take one or more of the following steps:

- Contact you to request immediate payment and discuss your circumstances
- Apply late payment reminders and administrative processes
- Restrict access to accommodation rebooking or other services where appropriate
- Recover outstanding amounts from your deposit (where applicable)
- Pursue recovery of unpaid sums through formal debt recovery processes

If you are experiencing financial difficulty, you are strongly encouraged to contact the Accommodation or Finance Team as soon as possible so that we can discuss your situation. Early communication will not remove your contractual liability, but it may help us explore appropriate support or payment arrangements where possible.

Any unpaid accommodation fees will remain your responsibility until the contract is lawfully ended or formally transferred to an approved replacement student.

DAMAGE, LOSS AND OTHER CHARGES

We expect students to take reasonable care of their accommodation. If there is damage, loss, or additional cleaning required beyond fair wear and tear, you may be charged for the reasonable cost of putting this right.

This may include (but is not limited to):

- Damage to your room or shared areas
- Missing or lost keys, fobs or access cards
- Extra cleaning where a room is not left in a reasonable condition
- Removal of rubbish or personal belongings
- Repairs or call-out costs resulting from misuse or negligence
- Any unpaid accommodation fees or other sums due under your contract

Where charges arise, we will normally deduct these from your deposit first. If the deposit does not cover the full amount, you will remain responsible for paying the balance. If your deposit exceeds the amount owed, the remaining balance will be refunded to you.

You will usually receive an itemised statement of any charges at the end of your residence period. In some circumstances , for example, where urgent repairs are needed , charges may be applied during the year.

An indicative guide to common charges will be provided during Accommodation Induction and is available from the Halls Team. These figures are intended as guidance only, as actual costs depend on the nature and extent of the issue.

If you believe a charge has been applied incorrectly, please contact the Student Services Advice Team at **studentservices@aub.ac.uk** within 14 days of receiving your statement so we can review the matter with you.

ARRIVALS AND DEPARTURES

AUB operates Accommodation Arrivals for all residents in AUB Accommodation during the first 48hours of each tenancy. Arrival slots are bookable directly with your halls of residence, upon completion of your online Accommodation Induction.

A 2-week AUB Accommodation Arrivals Programme commences on the first day of residence period

Departures are required by 10:00 on the last day of the residence period..

AUB ResLife

AUB Accommodation provides a residential life programme exclusively for students living in AUB Halls of Residence. The programme aims to create of an inclusive supportive community where students have a sense of belonging, feel supported to be curious, creative and build the confidence to live and study independently.

As a resident of AUB Halls of Residence, you will have access to the events and activities run throughout the academic year which will focus on supporting your wellbeing, peer connectivity, skills development and sustainable living.

CODES OF PRACTICE

Arts University Bournemouth complies with the relevant Code of Practice for student accommodation. The ANUK/UUK codes were developed specifically for educational establishments.

Members of the Code are independently audited to ensure that halls of residence meet specified standards.

More information on the Codes can be found at **anuk.org.uk** / **universitiesuk.ac.uk** and there will be notices with further information available at each halls of residence. Please speak with a member of staff.

LIVING IN AUB ACCOMMODATION

CONDUCT

You have a responsibility to be a good neighbour. AUB requires you to behave, at all times, in a responsible and proper manner towards other students, guests, AUB staff and representatives.

You are expected to meet the reasonable social and behavioural requirements of living in halls of residence, without having an unacceptable detrimental effect on the health, safety, or welfare of others.

If you fail to meet these expectations you may be required to relocate to alternative accommodation or asked to vacate the property in accordance with AUB's policies.

FIRE SAFETY

Fire Safety is extremely important. You are expected to watch the Fire Safety video and, at all times, follow the Fire Safety Advice provided in the AUB Accommodation Induction, which forms part of this AUB Accommodation Contract.

All halls have fire safety equipment available for use in the event of a fire and each room is fitted with a smoke detector. Fire safety equipment must not be misused, and smoke detectors must never be covered or tampered with.

Corridors and staircases must be kept clear at all times and fire doors must never be wedged open. Kitchen doors should be kept closed at all times. The use of any item which increases the risk of fire or injury is not permitted in halls, (including, but not limited to candles/naked flames, incense burners or additional heaters).

You are not permitted to keep kitchen equipment (including, but not limited to, mini-fridges, coffee machines, toasters, air fryers, microwaves, rice cookers etc.) in your room/studio. Any additional electrical items must be safety checked and cleared by AUB before being utilized in AUB Halls of Residence.

Failure to evacuate in the event of a fire alarm, deliberately raising a false fire alarm, misuse of fire safety equipment and/or tampering with smoke detectors is a breach of AUB Accommodation Contract.

SMOKING / ILLEGAL SUBSTANCES / HAZARDOUS SUBSTANCES / DANGEROUS ITEMS

All halls are strictly no smoking (including the use of all types of e-cigarettes). Smoking and/or allowing others to smoke in your room, flat or halls, or tampering with smoke detectors, fire alarms and/or activating fire alarms, is prohibited.

The keeping of illegal drugs or hazardous substances, firearms, and/or any dangerous weapon is strictly forbidden and may result in immediate eviction from the halls.

GUESTS

Occasional overnight guests are permitted at the goodwill of AUB. All guests must be signed into the halls of residence and Halls staff reserve the right to require any person to leave the halls if they are not signed in.

Overnight guests aren't permitted during the AUB Accommodation Arrival Weeks.

Halls staff reserve the right to exclude any visitor in accordance with Schedule 2, clause 3 of the AUB Accommodation Contract.

You must not sublet or allow anyone to use your room in your absence, and you must not allow others to use your halls pass or key to access halls of residence.

You are responsible for the behaviour of your invited guests, including any loss, breakage, or damages they cause as well as any breaches of the AUB Accommodation Contract.

PETS

Pets of any kind are not permitted in any AUB halls of residence.
Requests for assistance or support animals will be assessed in line with AUB's Assistance and support animals policy.

PARKING

Parking at AUB Halls of Residence is available to students who are blue badge holders. No other parking is available at any AUB Halls of Residence.

INTERNET USE

Broadband internet access is provided in all halls and is included in the rent. Please note that wireless access is not guaranteed in all areas. AUB's network is monitored and access to extremist content is flagged.

AUB reserves the right to restrict the internet usage as required. Any interruption to internet services will be responded to in the next working day.

DELIVERIES

AUB reserves the right to retain packages at halls reception, and to require you to open them in front of a member of staff, is reserved. Any contents will be kept entirely confidential, and action will only be taken if the contents would breach the AUB Accommodation Contract.

AUB Student Disciplinary Procedure

Any breach of the AUB Accommodation Contract may result in disciplinary action in accordance with the AUB Student Disciplinary Policy. In the most serious circumstances, serious misconduct might result in your suspension or permanent exclusion from AUB, and / or eviction from AUB halls of residence.

If disciplinary action results in your eviction, AUB will serve a notice to quit, giving notice for you to vacate your room in halls. Any overpayment of rent due after the notice period will be refunded.

COMPLAINTS

If you are unhappy with any aspect of living in halls of residence, please contact the halls staff at your residence in the first instance. Information on how to do so can be found in the AUB Accommodation Induction.

The Accommodation Team can be contacted for information, advice, and guidance on options for support and dispute resolution.

Email: **accommodation@aub.ac.uk**

Part 2

AUB HALLS OF RESIDENCE

PARTICULARS

THIS AGREEMENT is for a study bedroom/studio in Arts University Bournemouth Halls of Residence and is made **BETWEEN** Arts University Bournemouth and The Student.

1.1 A reference to any statutory provision includes any statutory amendment howsoever arising.

1.2 This Agreement shall be effective from the time at which the Student accepts an offer for accommodation made by Arts University Bournemouth.

1.3 The obligations on the Student extend to the Student's visitors and the Student must use all reasonable endeavours to ensure the Student's visitors behave in a manner consistent with the terms of this Agreement.

2 Grant of Residence

2.1 Arts University Bournemouth grants to the Student a licence to occupy the Premises for the Period of Residence together with the rights set out in Schedule 1 but subject to the rights set out in Schedule 2.

2.2 The parties acknowledge that this Agreement does not and is not intended to create a tenancy of the Premises and the Student does not have exclusive possession of the Premises.

3 Residence Charge

3.1 The Student shall pay the Residence Charge to Arts University Bournemouth throughout the Period of Residence in advance on the dates specified in AUB Halls of Residence Terms and Conditions.

3.2 Where the Period of Residence commences part-way through an Academic Term the Residence Charge for the period from the date of entry to the end of the Academic Term is payable on entry.

4 Obligations of the Student The Student agrees: -

4.1 Residence Charge and Deposit Money

4.1.1 To pay the Residence Charge reserved by clause 3 at the times stated in clause 3 (whether formally demanded or not).

4.1.2 To pay the Deposit in advance of the first day of the Period of Residence and to make good any deductions from the Deposit within 7 days of Arts University Bournemouth giving the Student notice to do so.

4.1.3 Not to make any deduction, counterclaim or set off from the Residence Charge or Deposit that is paid to Arts University Bournemouth.

4.2 Care of the Premises and Common Parts

4.2.1 To keep the Premises in a clean and tidy condition and to keep the Premises in the same condition as is recorded in the Inventory.

4.2.2 Not to change or damage the decorative finish of the Premises or the Common Parts.

4.2.3 Not to remove any fixtures, fittings, furniture or equipment from the Premises.

4.2.4 Jointly with other occupiers to keep clean and tidy any shared kitchen/lounge facilities and adjoining corridors within the Common Parts.

4.2.5 Promptly to report any loss, breakage or damage to Arts University Bournemouth.

4.2.6 Not to cause any damage to the Premises or the Common Parts.

4.2.7 To reimburse to Arts University Bournemouth the cost of making good any loss breakage or damage to the Premises or the Common Parts and, where the identity of the perpetrators cannot be identified (Arts University Bournemouth will use reasonable endeavours to identify them) to pay a fair proportion of the reasonable costs unless the student can demonstrate they were not at the accommodation when the loss breakage or damage occurred.

4.2.8 Students are required to maintain a safe environment within their room to ensure that Arts University Bournemouth staff and/or representatives are not subject to hazard when entering the Premises.

4.3 Arts University Bournemouth's right of entry

To allow Arts University Bournemouth to enter the premises at any time in order to clean and/or examine the Premises or, if reasonably required, in order to provide any of the Facilities, to repair, clean, decorate or service any part of the Halls (including the Common Parts).

4.4 Notices

4.4.1 Not to affix any notice or any other article to any window nor to affix any such item to the walls or ceilings of the Premises in such a way as to mark the decorative finish.

4.4.2 Not to affix any notice or any other article in the Common Parts except on the notice boards provided in the Common Parts.

4.5 Nuisance

4.5.1 Not to cause any excessive or unnecessary noise in the neighbourhood at any time.

4.5.2 Not to cause any excessive or unnecessary noise in the Premises and not to cause any noise which is audible outside the Premises between the hours of 11.00pm and 8.00am.

4.5.3 Not to cause other occupiers of the Premises or any other person any injury, disturbance, distress, annoyance, inconvenience or damage to their property.

4.5.4 Not to act in a manner which conflicts with Arts University Bournemouth's policies on student conduct, equal opportunities, or disciplinary action, nor in any other way to act in a manner which is likely to bring Arts University Bournemouth into disrepute.

4.5.5 Not to park any motorised vehicle on the premises and not to invite or allow any visitor to park except in the parking areas designated by Arts University Bournemouth from time to time.

4.5.6 Not to park any bicycles except in the cycle areas designated by Arts University Bournemouth from time to time.

4.5.7 Not to repair vehicles on any part of the Halls or the Campus.

4.5.8 Not to keep any animal(s), reptiles, birds, insect or fish at the Premises.

4.5.9 To exercise proper care when using any equipment in the Premises or the Common Parts.

4.5.10 Not to do anything which would cause Arts University Bournemouth's insurers to increase the premium or withhold any payment.

4.5.11 Not to hold on the Premises or the Common Parts a political meeting, public show, spectacle or sale by auction.

4.5.12 Not to play any music in the Premises which can be heard outside them.

4.5.13 Not to use candles, portable heaters or chip pans within the Premises or the Common Parts.

4.6 Use

To use the Premises only as a study bedroom/studio flatlet.

4.7 Assignment and sub-letting

4.7.1 Not at any time to sub-let, share or part with possession of the Premises.

4.7.2 This Agreement may not be assigned by the Student but subject to: -

a) the payment by the Student of an administration charge in accordance with clause 4.7.3; and
b) the Student having complied with its obligations under the Agreement; and
c) another student studying at Arts University Bournemouth and that is acceptable to Arts University Bournemouth entering into an Agreement to occupy the Premises from the date the Student would like to vacate,

Arts University Bournemouth may (but is not obliged to) accept an early termination of this Agreement by the Student.

4.7.3 In the event that the Student terminates this Agreement before the period of residence has come to an end in accordance with clause 4.7.2 and continues to study at Arts University Bournemouth the administration charge will be £50.00.

4.7.4 In the event that the Student leaves Arts University Bournemouth for whatever reason, and therefore has to leave the Premises before the Period of Residence has terminated, this Agreement will terminate, the Deposit will be retained in lieu of notice and any over-payment of rent will be refunded.

4.8 Legislation and Regulations

To comply in all respects with all Regulations and with all legislation and bye-laws in relation to the Student's use and occupation of the Premises.

4.9 Services

4.9.1 Not to exceed the total load capacity of the electric sockets in the Premises or the Common Parts.

4.9.2 Not to interfere with any electrical, plumbing or telecommunications installation on the Premises or the Common Parts.

4.9.3 Not to use any appliance in the Premises or Common Parts for heating or cooking except the fixtures installed by Arts University Bournemouth.

4.9.4 To ensure that any other appliance not belonging to Arts University Bournemouth complies with all relevant standards.

4.9.5 Not to erect or install any outdoor aerial.

4.9.6 Not to cause blockage or pollution of any drains.

4.10 At the end of the Period of Residence

At the end of the Period of Residence (or, if earlier, in the event that this Agreement is terminated) to: -

4.10.1 move out and hand the Premises back to Arts University Bournemouth in the state and condition required by the Student's obligations in this Agreement and as detailed in the Inventory; and

4.10.2 to return to Arts University Bournemouth all keys to the Premises and to pay Arts University Bournemouth a replacement fee, deducted in line with the Default Fees Provision (as set out in the Particulars), for any key which is not returned, which will be deemed lost.

4.11 Expenses in connection with recovering possession

To reimburse Arts University Bournemouth for all expenses, costs and fees (including legal and bailiff's fees) incurred by Arts University Bournemouth in collecting arrears and/or in connection with the preparation and service of a notice to quit and/or in relation to any court proceedings or in relation to remedying any other breach by the Student of the Student's obligations under this Agreement.

4.12 Inventory

4.12.1 To check the Inventory at the start of the Period of Residence and to notify Arts University Bournemouth of any discrepancies between the Inventory and the state and condition of the Premises and the items in the Premises within 7 days of taking occupation (and the Student agrees that, unless the Student has notified the halls management of any discrepancies between the Inventory and the state and condition of the Premises within 7 days of taking occupation, the Student will be deemed to have accepted the Inventory)

4.12.2 Not to damage or remove any items on the Inventory and at the end of the Period of Residence (or earlier termination of this Agreement) to leave at the Premises all items in the location and condition specified in the Inventory.

4.13 Indemnity

To indemnify Arts University Bournemouth against loss or damage suffered as a result of any breach by the Student of the Student's obligations in this Agreement, in accordance with the Default Fees Provision as set out in the Particulars.

4.14 Fire Safety

4.14.1 Not to tamper with any of the fire prevention and control equipment at the Premises or in the Common Parts and to vacate the Premises (and to ensure any visitors do so) immediately whenever the fire alarm is sounded and/or in event of fire.

4.14.2 Not to use any article in the Premises or the Common Parts which smoulders or has a naked flame.

4.14.3 Not to obstruct any designated fire escape.

4.14.4 Not to use designated fire escapes except for the purposes of emergency escape.

4.15 Incidents and accidents

4.15.1 To report any accident or incident to Arts University Bournemouth and as soon as possible after it occurs and, in any event, not more than 48 hours after the incident or accident.

4.15.2 If requested by Arts University Bournemouth to complete an incident or accident form and return it to Arts University Bournemouth as soon as possible.

4.16 If for any reason the Student becomes or causes Arts University Bournemouth to become liable for council tax for the Premises then the Student will pay such council tax (or reimburse Arts University Bournemouth for any sums Arts University Bournemouth pays within 14 days of written demand).

5 <u>Obligations of Arts University Bournemouth</u>

Arts University Bournemouth agrees: -

5.1 Quiet enjoyment

If the Student pays the Residence Charge and complies with the Student's obligations in this Agreement Arts University Bournemouth will not interrupt the Student's occupation and use of the Premises other than in accordance with its rights in this Agreement.

5.2 Insurance

Subject to any excesses, limitations or exclusions from cover which Arts University Bournemouth's insurer may impose to keep the Premises insured in their full reinstatement value against loss or damage by fire and such other risks as Arts University Bournemouth may think necessary but Arts University Bournemouth shall not be required to insure the Student's personal property (this will be the Student's responsibility).

5.3 Facilities

Arts University Bournemouth will use reasonable endeavours to procure that the Facilities are provided subject to temporary interruption for maintenance and repair and subject to clause 6.8 (below).

5.4 Deposit Money

To return the balance of the Deposit to the Student within a reasonable period, usually 28 days, after the end of the Period of Residence (or if earlier the termination of this Agreement) after deduction of any sums that the Student owes to Arts University Bournemouth under this Agreement (e.g. any unpaid Residence Charge or administration fee) and any other costs that Arts University Bournemouth has or will incur as a result of a breach by the Student of the Terms of this Agreement.

6 <u>Provisos</u>

Both Arts University Bournemouth and the Student agree that: -

6.1 Exempt agreement

This Agreement is being granted by an educational institution to enable the Student to pursue a course of study and is not an assured shorthold tenancy and so does not benefit from the legal protection set out in the Housing Act 1988 (as amended).

6.2 Early Termination

Arts University Bournemouth may terminate this Agreement in any of the following circumstances: -

6.2.1 if any Residence Charge remains unpaid for 14 days of the due date (whether formally demanded or not); or

6.2.2 if the Student has committed a serious breach or has persistently breached the Student's obligations under this Agreement; or

6.2.3 if the Student ceases to pursue a course of study at Arts University Bournemouth; or

6.2.4 if Arts University Bournemouth's disciplinary panel imposes a penalty of exclusion from the Campus,

and such termination will not affect Arts University Bournemouth's right to recover any sums owed by the Student (e.g. any Residence Charge that is owed) or in relation to any loss or damage caused by the Student.

6.3 Expiry of the Period of Residence

6.3.1 If the Student fails to move out at the end of the Period of Residence or following termination in accordance with clause 6.2, Arts University Bournemouth may take legal action in order to obtain a court order requiring the Student to move out.

6.3.2 If the Student fails to remove any of their possessions from the Premises at the end of the Period of Residence, Arts University Bournemouth shall be entitled to remove and dispose of any such possessions as it reasonably deems to be appropriate, without any liability to the Student or any other party.

6.4 VAT

At the date of this Agreement the Residence Charge is exempt from VAT but Arts University Bournemouth reserves the right to charge VAT if it becomes payable during

the Period of Residence.

6.5 Arts University Bournemouth not liable for damage

Subject to the provisions of the Occupiers' Liability Act 1957 and the Defective Premises Act 1972 (as currently enacted) Arts University Bournemouth shall not in any circumstances incur any liability in respect of injury, loss or damage to any person or property or otherwise, unless the injury, loss or damage was caused by Arts University Bournemouth's negligence. Nothing in this clause 6.5 shall limit or exclude Arts University Bournemouth's liability for any matter in respect of which it would be unlawful for the Arts University Bournemouth to exclude or restrict liability.

6.6 Disputes

Any dispute between the Student and any other occupier on the Premises relating to any matter arising out of or in connection with this Agreement shall be referred to Arts University Bournemouth for determination and the decision of Arts University Bournemouth will be final and binding on the parties to any such dispute (other than in respect of disputes to which Arts University Bournemouth is itself a party).

6.7 Relocation

6.7.1 Arts University Bournemouth reserve the right to move the Student (or in the case of clause 6.7.1 (c) to temporarily allocate the Student) to alternative accommodation: -

a) for reasonable management reasons (e.g. if the Premises or the Halls are damaged or where Arts University Bournemouth consider, acting reasonably, that works need to be carried out to the Premises or the Halls that will mean the Premises or the Halls are unfit for occupation);

b) where Arts University Bournemouth reasonably consider that, because of the Student's behaviour, it is necessary to move the Student from the Premises to protect the Student's well-being or the well-being of others or to prevent damage to the Premises;

c) in the event that the Premises or the Halls are not ready for occupation on or before the commencement of the Period of Residence.

6.7.2 If Arts University Bournemouth require the Student to relocate (in accordance with Clause 6.7.1) Arts University Bournemouth will give the Student written notice of this, provide details of the alternative accommodation and notify the Student of the date on which the Student is to relocate. Arts University Bournemouth will give the Student reasonable notice of this date, taking into account the circumstances.

6.7.3 If Arts University Bournemouth require the Student to temporarily relocate in accordance with Clause 6.7.1(c), Arts University Bournemouth will use reasonable endeavours to find temporary alternative accommodation for the Student (which may be at other halls of residence or at a hotel or similar accommodation), the reasonable cost of which will be met by Arts University Bournemouth and: -

a) if Arts University Bournemouth offers to accommodate the Student in alternative halls of residence this Agreement will apply from the time when the accommodation in those halls is available for occupation by the Student (whether or not the Student occupies the alternative halls);

b) if Arts University Bournemouth offers to accommodate the Student in a hotel or similar accommodation, this Agreement will apply from the date on which such hotel accommodation is available for occupation by the Student (whether or not the Student occupies the alternative accommodation);

c) the Student will still be required to pay the Residence Charge for the whole of the Period of Residence.

6.8 Interruption to Facilities

Arts University Bournemouth shall not in any circumstances incur any liability for any temporary failure or interruption to any Facilities or for any loss arising from such failure or interruption.

6.9 Notices

Any notice to be served in connection with this Agreement must be in writing and shall be: -

6.9.1 in the case of notices given by the Student, sent by email to designated Student Services email account: studentadvice@aub.ac.uk

or

6.9.2 in the case of notices served by Arts University Bournemouth, sent by email to the student's AUB student email account.

Any notice shall be deemed to have been received at the time of transmission or, if this time falls outside Business Hours, when Business Hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.10 Jurisdiction

6.10.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.

6.10.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

6.10.3 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than Arts University Bournemouth and the Student.

6.11 Enquiries

All enquiries relating to this Agreement should be addressed to Student Services at Arts University Bournemouth campus and no variation to this Agreement will be valid unless it has been confirmed in writing by a member of the Student Services on behalf of Arts University Bournemouth.

SCHEDULE 1

Rights granted to the Student

Subject to the Student complying with all proper rules and regulations imposed by Arts University Bournemouth the non-exclusive right, together with Arts University Bournemouth and all others who are so authorised by Arts University Bournemouth, the right to: -

1 use the Common Parts for their proper purposes during such hours as Arts University Bournemouth designate.

2 deposit normal non-toxic rubbish in any receptacles provided by Arts University Bournemouth.

SCHEDULE 2

Arts University Bournemouth's rights

The right for Arts University Bournemouth and all those authorised by Arts University Bournemouth: -

1 to enter the Premises at all reasonable times after reasonable notice (or at any time in an emergency) and with other persons if reasonably necessary to comply with any of Arts University Bournemouth's obligations under this Agreement and for any other proper purpose;

2 to carry out any repairs, alterations, maintenance, decoration or building works in the Halls or on any adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, Arts University Bournemouth have used reasonable endeavours to minimise any disturbance;

3 to exclude any visitor to the Premises and the Common Parts where Arts University Bournemouth has reasonable grounds to believe that exclusion is necessary for the well-being of other residents of the Halls; and

4. to remove from the Premises or the Common Parts any items (either used or unused) that belong to the Student (or any of their visitors) and which Arts University Bournemouth consider (acting reasonably) are dangerous and/or may cause a fire hazard or items causing a nuisance (in the case of nuisance, will give the Student a prior warning before removal). If an item is removed Arts University Bournemouth) will notify the Student and confirm who they need to contact in order to recover the item (although the Student will not be permitted to take the item back into the Premises or the Common Parts).

SCHEDULE 3

The Facilities to be provided

1 Maintenance and repair of the Premises except where damage is caused by the Student.

2 Operation, inspection servicing and repair of all plant, machinery and equipment on the Premises which belongs to Arts University Bournemouth (including the provision of all fuel and water)

3 Cleaning of the Premises and the Common Parts in accordance with the Rules and Regulations.

4 Provision of fire-fighting equipment in the Common Parts and the payment of all charges in connection with their rental installation and maintenance, unless such charges are the result of misconduct.

5 Providing an adequate supply of hot water for domestic use to the wash basins and showers on the Premises and within the Common Parts.

6 Providing reasonably adequate heat (as determined by Arts University Bournemouth) to the Premises during the Period of Residence having regard to prevailing weather conditions.

7 Provision repair and replacement when necessary of litter bins in the Common Parts and payment of the cost of storing collecting and disposing of refuse from the Premises.

8 Provision of kitchen appliances as detailed in the Inventory.

9 Provision of and maintenance (except for loss breakage or damage attributable to the Student) of items on the Inventory.

Definitions and interpretation

The Particulars form part of this Agreement and in this Agreement and its schedules the following words have the following meanings:

"Academic Term"	Any period designated by Arts University Bournemouth as a term for the purpose of dividing the academic year.
"Arts University Bournemouth"	Arts University Bournemouth, and/or any management company acting on behalf of Arts University Bournemouth.
"AUB Halls of Residence Terms and Conditions"	AUB Halls of Residence Terms and Conditions as set out in the AUB Halls of Residence Terms and Conditions, the Residence Agreement and the Halls induction materials; copies of which are available at www.aub.ac.uk and in the Arts University Bournemouth halls of residence application portal.
"Business Hours"	The period from 9.00 am to 5.00 pm on any day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Deposit"	The Deposit specified in the Particulars being a deposit in respect of the Student's obligations regarding the Premises.
"Campus"	The entire estate of Arts University Bournemouth which is situated at Wallisdown and is the property of Arts University Bournemouth.
"Common Parts"	The accessways, forecourts, entrance halls, corridors, landings, kitchens, staircases, common rooms, utility rooms, kitchens all other areas within the Halls and the fixtures, fittings, furniture and equipment in them which are provided by Arts University Bournemouth for the common use by the occupiers of the Halls.
"Facilities"	Such of the facilities and services set out in Schedule 3 as Arts University Bournemouth reasonably determines to be required in the interests of good estate management.
"Halls"	The houses/halls/building in which the Premises are located.

“Inventory”	The inventory relating to the Premises issued to the Student at the beginning of the Period of Residence.
"Particulars"	The Particulars at the beginning of this Agreement.
“Period of Residence”	The period of residence granted by this Agreement starting and ending on (and including) the dates stated in the Particulars.
“Premises”	The premises described in the Particulars (but as may be varied in accordance with Clause 6.7).
“Regulations”	Any regulations for the general management and security of the Campus and the Halls including the Terms and Conditions published from time to time.
“Residence Charge”	The Residence Charge as stated in the Particulars.
“Student”	The Student residing in halls of residence as set out in the Particulars.
“Vacation”	Any interval between two Academic Terms.