

2013

RESIDENCE AGREEMENT
relating to a study bedroom at

East or West House, THE ARTS UNIVERSITY BOURNEMOUTH

This is a formal document intended to create legally binding obligations - make sure you read and understand it before agreeing the terms

PARTICULARS

THIS AGREEMENT is made **BETWEEN** the Arts University Bournemouth and the student for a single en-suite room in East or West House.

Period of Residence:

(As stated in your offer letter)

Higher Education students:

From: 2 September 2013

To: 13 June 2014

Inclusive

PrepHE students:

From: 27 August 2013

To: 13 June 2013

Inclusive

Residence Charge:

(As stated in your offer letter)

£105 (One hundred and five pounds) per week

Deposit Money

£420 (four hundred and twenty pounds)

1 **Definitions and interpretation**

1.1 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 the Arts University Bournemouth as a term for the purpose of dividing the academic year.
“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 the Arts University Bournemouth which is situated at Wallisdown and is the property of the Arts University.
“Common Parts”	The accessways, forecourts, car parks, landscaped areas, entrance halls, corridors, landings, kitchens, lifts, staircases, common rooms, utility rooms, kitchens all other areas and the fixtures, fittings, furniture and equipment in them which are provided by the Arts University Bournemouth for the common use by the occupiers of Campus.
“Facilities”	The facilities and services to be provided by the Arts University Bournemouth as set out in <u>Schedule 3</u> .
“Inventory”	The inventory relating to the Premises issued to the student at the beginning of the Period of Residence.
“Period of Residence”	The period of residence granted by this Agreement starting and ending on the dates stated in the Particulars.
“Premises”	The premises described in the Particulars.
“Regulations”	Any regulations for the general management and security of the Campus including the Rules and Regulations published from time to time.
“Residence Charge”	The residence charge stated in the Particulars.
“Student”	The student residing in halls of residence.
“Vacation”	Any interval between two Academic Terms.

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

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**

The Arts University Bournemouth grants to the Student the right 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.

3 **Residence Charge**

3.1 This Agreement reserves the Residence Charge to the Arts University Bournemouth throughout the Period of Residence and the Residence Charge is payable by the Student in advance on the dates specified in the AUB Halls of Residence Administration and Allocation Policy.

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**

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

4.1.3 Not to make any deduction from the Residence Charge or the Deposit Money.

4.2 **Care of the Premises and Common Parts**

4.2.1 To keep the Premises in a clean and tidy condition and to leave 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 the shared kitchen/dining-room facilities and adjoining corridors.

4.2.5 Promptly to report any loss breakage or damage to the Halls Officer.

4.2.6 To pay to the Arts University Bournemouth the cost of making good any loss breakage or damage to the Premises or the Common Parts including a fair and reasonable proportion of such cost where the perpetrator(s) of such loss breakage or damage cannot be identified.

4.3 **The Arts University Bournemouth's right of entry**

To allow the Arts University Bournemouth to enter to clean or and examine the Premises

4.4 **Notices**

Not to affix any notice or similar article at 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 and to use only the notice boards provided in the Common Parts if displaying such items outside the Premises.

4.5 **Nuisance**

4.5.1 Not to cause any excessive or unnecessary noise on the Campus 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 Campus 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 the 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 the Arts University into disrepute.
- 4.5.5 Not to park any motorised vehicle on the Campus and not to invite or allow any visitor to park except in the designated parking areas.
- 4.5.6 Not to park any bicycles except in the designated cycle areas.
- 4.5.7 Not to repair vehicles on the Campus except in an emergency.
- 4.5.8 Not to keep any animal(s) at the Premises or elsewhere on the Campus.
- 4.5.9 To exercise proper care when using any equipment on the Campus.
- 4.5.10 Not to do anything which would cause the Arts University Bournemouth's insurers to increase the premium or withhold any payment.

4.6 **Use**

To use the Premises only as a study bedroom.

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 the payment by the Student of an administration charge in accordance with clause 4.7.3 and the Student having complied with its obligations under the Agreement another student studying at the Arts University Bournemouth may sign an Agreement and this Agreement will terminate.
- 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 the Arts University the administration charge will be £50.00.
- 4.7.4 In the event that the Student leaves the Arts University 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.

4.9 **Services**

- 4.9.1 Not to exceed the total load capacity of the electric sockets in the Premises.
- 4.9.2 Not to interfere with any electrical plumbing or telecommunications installation on the Campus.
- 4.9.3 Not to use in the Premises any appliance except the fixtures in the Premises for heating cooking washing or drying.
- 4.9.4 To ensure that any other appliance not belonging to the 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

To yield up the Premises with vacant possession in the state and condition required by the Student's obligations in this Agreement and in the Inventory and to return to the Arts University Bournemouth all keys to the Premises and to pay the Arts University a replacement fee deductible from the Deposit for any key which is not returned.

4.11 Expenses in connection with recovering possession

To pay as additional Residence Charge all expenses and fees (including legal and bailiff's fees) incurred by the 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 (even if the court refuses any application by the Arts University).

4.12 Inventory

4.12.1 To check the Inventory at the start of the Period of Residence and to notify the Halls Officer of any discrepancies within 2 days of taking occupation.

4.12.2 Not to damage or remove any items on the Inventory and at the end of the Period of Residence to leave at the Premises all items in the location specified in the Inventory.

4.13 Indemnity

To indemnify the Arts University Bournemouth against all loss or damage suffered as a result of any breach by the Student of the Student's obligations in this Agreement.

4.14 Fire Safety

4.14.1 Not to tamper with any of the Arts University Bournemouth's fire prevention and control equipment and to vacate the Premises (and to ensure any visitors do so) immediately whenever the fire alarm is sounded.

4.14.2 Not to use any article in the Premises 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 the Arts University 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 the Arts University Bournemouth to complete an incident or accident form and return it to the Arts University.

5 Obligations of the Arts University Bournemouth

5.1 Quiet enjoyment

If the Student pays the Residence Charge and performs the Student's obligations the 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 the Arts University'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 the Arts University may think necessary but the Arts University shall not be required to insure the Student's personal property.

5.3 **Facilities**

To provide the Facilities during the Academic Year.

5.4 **Deposit Money**

To return the Deposit Money to the Student within a reasonable period after the termination of this Agreement (after deduction of any sums properly payable following a breach of this Agreement).

6 **Provisos**

6.1 **Exempt agreement**

This Agreement is exempt from being an assured tenancy by virtue of paragraph 8 of Schedule 1 to the Housing Act 1988.

6.2 **Forfeiture**

If any Residence Charge or Vacation Charge remains unpaid for 14 days (whether formally demanded or not) or if the Student ceases to pursue a course of study at the Arts University at Bournemouth or if the Student fails to perform or observe any of his/her obligations in this Agreement or if the Disciplinary Panel imposes a penalty of exclusion from the Campus then the Arts University may forfeit this Agreement without affecting its rights to claim against the Student for any loss or damage.

6.3 **Notice to quit**

6.3.1 This Agreement automatically expires at the end of the Period of Residence and the Arts University Bournemouth will not serve notice to quit except where [clause 6.3.2](#) applies.

6.3.2 If a Student fails to observe or perform any of his/her obligations in this Agreement or if the Disciplinary Panel imposes a penalty of exclusion from the Campus or in any other circumstances where it is reasonably necessary to do so for the protection or welfare of other residents on the Campus the Arts University Bournemouth may serve notice to quit and terminate this Agreement before the Period of Residence has expired.

6.4 **VAT**

At the date of this Agreement the Residence Charge and Vacation Charge are exempt from VAT but the Arts University reserves the right to charge VAT if it becomes payable during the Period of Residence.

6.5 **The 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) the Arts University shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise unless the Student proves that such loss or damage was caused by negligence on the part of the Arts University.

6.6 **Disputes**

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

6.7 **Relocation**

If the Student is in breach or suspected breach of any of the terms of this Agreement the Arts University Bournemouth may (but without any obligation and without prejudice to any of its other remedies) require the Student to move to alternative accommodation and in such cases of relocation this Agreement shall apply to the new premises instead of the room stated in the Particulars but shall otherwise remain in full force and effect.

6.8 Interruption to Facilities

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

6.9 Signatures

The Arts University Bournemouth and/or the Student may have indicated acceptance of this Agreement before the date stated in the Particulars but this Agreement shall be of no effect until that date.

6.10 Notices

Any notice to be served in connection with this Agreement must be in writing and is effectively served (unless proved to the contrary) if (in the case of notices given by the Student) it is delivered by hand to Student Services or (in the case of notices served by the Arts University) delivered by hand to the Premises.

6.11 Jurisdiction

All enquiries relating to this Agreement should be addressed to Student Services and no assignment surrender or variation of this Agreement will be valid unless it has been confirmed in writing by a member of the Student Services.

SCHEDULE 1
Rights granted to the Student

- 1 The right, together with others who are so entitled, to use the Common Parts.
- 2 The right to deposit normal non-toxic rubbish in any receptacles provided by the Arts University.

SCHEDULE 2
The Arts University Bournemouth's rights

- 1 The right to enter the Premises at all reasonable times after reasonable notice (or at any time in an emergency) and with other persons if necessary to comply with any of the Arts University's obligations.
- 2 The right to carry out any alterations or building works in the Building or on the Arts University's adjoining or neighbouring property.
- 3 The right to exclude any visitor to the Campus where the Arts University Bournemouth has reasonable grounds to believe that exclusion is necessary for the well-being of the Campus residents.

SCHEDULE 3
The Facilities

- 1 Maintenance and repair of the Campus except where damage is caused by the Student.
- 2 Operation, inspection servicing and repair of all plant, machinery and equipment on the Campus which belongs to the Arts University 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 Campus.

- 6 Providing reasonably adequate heat to the Premises during the Period of Residence having regard to prevailing weather conditions.
- 7 Employment of cleaning, security and other staff for the day-to-day running of the Campus.
- 8 Provision repair and replacement when necessary of litter bins in the Common Parts and payment of the cost of storing collecting and disposing of all refuse from the Campus.
- 9 The provision of such other services and works as the Arts University Bournemouth may reasonably deem desirable or necessary for the benefit of the Campus.
- 10 Provision of self-operated laundry service.
- 11 Provision of kitchen appliances as detailed in the Inventory.
- 12 Provision of and maintenance (except for loss breakage or damage attributable to the Student) of items on the Inventory.