

2014

RESIDENCE AGREEMENT
relating to a study bedroom/studio at

Winton Halls, 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 for a study bedroom / studio in Winton Halls and is made **BETWEEN**

(1) The Arts University Bournemouth and

(2) The Student

Period of Residence:

(As stated in your offer)

Higher Education students:

From: 1 September 2014 (0830)

To: 13 June 2015 (0900)

Inclusive

Residence Charge:

(As stated in your offer)

SINGLE ACCESSIBLE ROOM

£107 (One hundred and seven pounds) per week

SINGLE ROOM

£110 (One hundred and ten pounds) per week

DOUBLE ROOM

£115 (One hundred and fifteen pounds) per week

SINGLE STUDIO

£120 (One hundred and twenty pounds) per week

DOUBLE STUDIO

£130 (One hundred and thirty pounds) per week

Deposit:

£440 (Four hundred and forty pounds)

Premises:

(As stated in your offer)

A study bedroom / studio within Winton Halls

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.
“AUB Halls of Residence Terms and Conditions”	The AUB Halls of Residence Terms and Conditions set out in the AUB Application and Allocation Terms and Conditions, the Residence Agreement and the Halls Handbook; copies of which are available at www.aub.ac.uk .
“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, entrance halls, corridors, landings, kitchens, staircases, common rooms, utility rooms, kitchens all other areas within Winton Halls 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 Winton Halls.
“Facilities”	The facilities and services set out in <u>Schedule 3</u> as the Arts University Bournemouth reasonably determines to be required in the interests of good estate management.
“Halls”	The halls 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.
“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.
“Regulations”	Any regulations for the general management and security of the Campus and the Halls 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 as set out in the Particulars.
“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 The Student shall pay the Residence Charge to the Arts University Bournemouth throughout the Period of Residence in advance on the dates specified in the 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 the 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 the Deposit that is paid to the 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 the Arts University Bournemouth or their facilities management.

- 4.2.6 Not to cause any damage to the premises or the Common Parts.
- 4.2.7 To reimburse 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 and their facilities management to enter the premises at any time in order to clean or and 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 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.
- 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 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 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 the Arts University Bournemouth from time to time.
- 4.5.6 Not to park any bicycles except in the cycle areas designated by the Arts University Bournemouth from time to time.
- 4.5.7 Not to repair vehicles at the Premises or 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 the Arts University Bournemouth's or ASN Capital's insurers to increase the premium or withhold any payment

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 the Arts University Bournemouth and that is acceptable to the Arts University Bournemouth entering into an Agreement to occupy the premises from the date the Student would like to vacate,
- the 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 the Arts University the administration charge will be £100.00.

4.7.4 In the event that the Student leaves the 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 in the Premises or Common Parts any appliance for heating or cooking except the fixtures installed by the Arts University Bournemouth.

4.9.4 To ensure that any other appliance not belonging to the Arts University Bournemouth or ASN Capital 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 the 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 the Arts University Bournemouth all keys to the Premises and to pay the Arts University a replacement fee (which will be deducted from the Deposit) for any key which is not returned.

4.11 **Expenses in connection with recovering possession**

To reimburse the Arts University Bournemouth for all expenses, costs 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 Bournemouth) 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 the Arts University Bournemouth or their facilities management of any discrepancies between the Inventory and the state and condition of the premises and the items in the Premises within 2 days of taking occupation (and the Student agrees that, unless the Student has notified the Arts University Bournemouth of any discrepancies between the Inventory and the state and condition of the Premises within 2 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 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 fire prevention and control equipment at the premises 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 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 the Arts University and their facilities management 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 or their facilities management to complete an incident or accident form and return it to the Arts University as soon as possible.

5 Obligations of the Arts University Bournemouth

The Arts University Bournemouth agrees:

5.1 **Quiet enjoyment**

If the Student pays the Residence Charge and performs the Student's obligations in this Agreement the Arts University Bournemouth will not (and will use reasonable endeavours to

procure tht ASN Capital do 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 Bournemouth's or ASN Capital'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 Bournemouth may think necessary but the Arts University Bournemouth and ASN Capital shall not be required to insure the Student's personal property (this will be the Student's responsibility).

5.3 **Facilities**

The 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 after 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 (eg any unpaid Residence Charge or administration fee) and any other costs that the Arts University Bournemouth has or will incur as a result of a breach by the Student of the Terms of this Agreement.

6 **Provisos**

Both the 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**

The 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 the Arts University Bournemouth; or

6.2.4 If the Arts University Bournemouth's Disciplinary Panel imposes a penalty of exclusion from the Campus and such termination will not affect the Arts University Bournemouth's rights to recover any sums owed by the Student (eg 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**

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

obtain a court order requiring the Student to move out.

6.4 **VAT**

At the date of this Agreement the Residence Charge is exempt from VAT but the Arts University Bournemouth 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 and ASN Capital 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 Bournemouth or ASN Capital.

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 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 Bournemouth is itself a party).

6.7 **Relocation**

6.7.1 The 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 (eg if the Premises or the Halls are damaged or where the 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 the Arts University Bournemouth reasonably consider that, because of the Students behaviour, it is necessary to move the Student from the Premises to protect your 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 the Arts University Bournemouth require the Student to relocate (in accordance with Clause 6.7.1) the 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. The Arts University Bournemouth will give the Student reasonable notice of this date, taking into account the circumstances.

6.7.3 If the Arts University Bournemouth require the Student to relocate in accordance with clause 6.7.1, if the similar alternative accommodation is not satisfactory to the Student (acting reasonably), the Student may terminate this Agreement (by giving written notice to the Arts University Bournemouth no later than 7 days after the date of the written notice given by the Arts University Bournemouth in accordance with clause 6.7.2). This

Agreement will then end on a date 7 days after the date the Arts University Bournemouth receive the Student's notice, or such other date as the Student and the Arts University Bournemouth agree (acting reasonably);

6.7.4 If the Arts University Bournemouth require the Student to temporarily relocate in accordance with Clause 6.7.1(c) and the 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 the Arts University Bournemouth and:-

- a) if the Arts University Bournemouth accommodate the Student in halls of residence this Agreement will apply from the time when the Student begins to occupy the accommodation in those halls;
- b) the Arts University Bournemouth accommodate Student in a hotel or similar accommodation, this Agreement will apply from the date on which the Student takes occupation in the halls of residence.
- c) the Student will still be required to pay the Residence Charge for the whole of the Period of Residence (unless the Agreement is terminated in accordance with Clause 6.7.3).

6.8 **Interruption to Facilities**

The Arts University Bournemouth and ASN Capital 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 **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:-

6.9.1 in the case of notices given by the Student, it is delivered by hand to Student Services at the Arts University Bournemouth campus; or

6.9.2 in the case of notices served by the Arts University Bournemouth, delivered by hand to the Premises.

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 the Arts University Bournemouth and the Student.

6.11 **Enquiries**

All enquiries relating to this Agreement should be addressed to Student Services at the Arts University 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 the Arts University Bournemouth.

SCHEDULE 1

Rights granted to the Student

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

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

- 2 deposit normal non-toxic rubbish in any receptacles provided by the Arts University and ASN Capital.

SCHEDULE 2

The Arts University Bournemouth's rights

The right for the Arts University Bournemouth and all those authorised by the Arts University Bournemouth (including ASN Capital):-

- 1 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 under this Agreement and for any other proper purpose.
- 2 To carry out any repairs, alterations maintenance, decoration or building works in Winton Halls or on any adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, the Arts University Bournemouth have used reasonable endeavours to minimise any disturbance;.
- 3 To exclude any visitor to the Premises and the Common Parts where the Arts University Bournemouth (or ASN Capital) has reasonable grounds to believe that exclusion is necessary for the well-being of other residents of Winton 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 the Arts University Bournemouth (or ASN Capital) 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 the Arts University Bournemouth (or ASN Capital) 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 the Arts University Bournemouth or ASN Capital (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.
- 6 Providing reasonably adequate heat (as determined by the 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 all refuse from the premises.
- 10 Provision of kitchen appliances as detailed in the Inventory.
- 11 Provision of and maintenance (except for loss breakage or damage attributable to the Student) of items on the Inventory.