

Student Residential Licence Agreement

This Licence is made on the date it is electronically signed by the Licensee.

1. Interpretation

- 1.1. The particulars set out on the linked accommodation portal sign-up page shall apply to this Licence.
- 1.2. If any provision of this Licence is held to be illegal, invalid or unenforceable, the remainder will be unaffected.
- 1.3. Any obligation on a party under this Licence not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.4. The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. Licence

- 2.1. The Licensor permits the Licensee to occupy the Property during the License Term on the terms set out in this Licence.
- 2.2. It is agreed, and the Licensee acknowledges that:
 - 2.2.1. this licence is not intended to confer exclusive possession upon the Licensee or to create the legal relationship of landlord and tenant between the parties;
 - 2.2.2. the Licensee shall not be entitled to an assured tenancy or a statutory period tenancy under the Housing Act 1988 or any other statutory security of tenure now or when the licence conferred by this agreement ends;
 - 2.2.3. the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - 2.2.4. the Licensor shall be entitled at any time on giving four weeks' notice (or less in the event of an emergency or due to the outcome of disciplinary action) to require the Licensee to transfer to an alternative space elsewhere within the University and the Licensee shall comply with such a requirement; and
 - 2.2.5. the Licensee is not permitted to terminate the Licence prior to the end of the Licence Term unless on the basis of clause 4.3 – 4.4.
- 2.3. The licence conferred by this agreement is personal to the Licensee, and is not assignable.
- 2.4. The Licensor will consider any reasonable request by the Licensee to move to a room other than the Property but any such move is at the Licensor's sole discretion. If the Licensee wishes to move room, they must:
 - 2.4.1. submit their request in writing to the Accommodation Officer with the reasons for their request; and
 - 2.4.2. if a change is approved, pay £50 to cover the costs of associated cleaning and additional administration work.

3. The Licensee's obligations

- 3.1. The Licensee must:
 - 3.1.1. pay the Licence Fee payable to the Licensor without any deduction in advance in the amount(s) and on the instalment date(s) set out in the Schedule;
 - 3.1.2. use the Property only as a private residence for the Licensee only;
 - 3.1.3. use the Property carefully and properly and not to damage the Property (and where damage is caused, pay the Licensor's reasonable costs of repair on demand);
 - 3.1.4. keep the Property clean, tidy and clear of rubbish, including communal areas;
 - 3.1.5. not do anything at the Property which is illegal or immoral or is a nuisance, disturbance or annoyance to the Licensor or to the occupiers of any adjoining premises;
 - 3.1.6. not deface, damage or misuse the fabric or décor of the Property;
 - 3.1.7. not display, affix or hang any objects or notices on the outside of the Property or from or in the windows of the Property;
 - 3.1.8. not block, or put damaging substances into, the sinks, baths, lavatories, cisterns or pipes in the Property or allow them to overflow;
 - 3.1.9. not use any electrical equipment in the Property without first gaining the approval of the Licensor (approval will not be given for kitchen appliances including mini refrigerators);
 - 3.1.10. not allow any sound in the Property to be heard outside the Property between 11.00 pm and 7.00 am;
 - 3.1.11. not obstruct fire doors (including holding them open with a doorstop);
 - 3.1.12. not to park a car or similar transport on University property (unless otherwise agreed in writing with the Accommodation Office) or park a car or similar transport in residential roads in the locality if living in University managed property within Chichester or Bognor;
 - 3.1.13. not discharge any fireworks or light any fire, barbeques or the like on University owned or managed property;

- 3.1.14. not keep any pet or other animal, or offensive or dangerous weapon, or large items which would not normally be stored in accommodation (such as a bike or canoe) in the Property;
- 3.1.15. not carry out any profession or trade from the Property;
- 3.1.16. pay for any damages caused to the Property within 28 days of receipt of invoice;
- 3.1.17. allow access to the room for inspection and maintenance by the University staff or by duly authorised officer of the University at any time;
- 3.1.18. report to the Accommodation Office or Residential Advisor as soon as reasonably practicable any defects within the Property, including communal spaces;
- 3.1.19. attend any individual, flat, block, hall or general meeting called by the Staff Wardens, Residential Advisers, Welcome Representatives, or any other member of staff from the Accommodation Office;
- 3.1.20. follow any instructions or requests, whether written or verbal, from Accommodation Staff relating to the Property;
- 3.1.21. participate fully in fire precautions and other safety measures (including fire evacuation practices and hall induction processes);
- 3.1.22. carry an identification badge whilst on University grounds and, if requested, show this identification to Accommodation Staff, Campus Security, or Duty Manager; and
- 3.1.23. abide by all University of Chichester policies, in particular, the Handbook for Residents, the Residential Code of Conduct, the Disciplinary Code and Procedures for Students in Halls of Residence, and the Academic Regulations.

4. Termination

- 4.1. Unless terminated earlier, this licence shall end automatically on the End Date.
- 4.2. The Licensor may terminate the license with immediate effect if the Licensee:
 - 4.2.1. has not taken up residence within seven days of the start of the Licence Term;
 - 4.2.2. defaults on any debt to the University;
 - 4.2.3. as a student of the University of Chichester, is subject to disciplinary procedures;
 - 4.2.4. ceases to be registered as a student at the University of Chichester;
 - 4.2.5. is in contravention of the license; or
 - 4.2.6. is or has been convicted of a criminal offence which, in the opinion of the Licensor, means they should not be housed in the Property.
- 4.3. The Licensee may terminate this Licence on four weeks' written notice. The Licensee will remain liable to pay the Licence Fee in respect of the remainder of the Licence Term unless otherwise agreed in writing by the Licensor. The Licensor will normally agree to waive liability in the following circumstances:

- 4.3.1. where the Licensor is able to recoup its losses by re-licensing the property to a registered student not already living in University owned or managed accommodation; or
- 4.3.2. where the Licensee is no longer a student of the University for reasons beyond the Licensee's reasonable control.
- 4.4. At the end of this licence the Licensee shall:
 - 4.4.1. hand to the Licensor all keys to the Property;
 - 4.4.2. give the Licensor vacant possession of the Property;
 - 4.4.3. ensure that the Property is completely clean and tidy;
 - 4.4.4. complete an inventory check;
 - 4.4.5. pay the Licensor's reasonable costs in making good any damage caused to the Property.
- 4.5. If the Licensee has not left by 3:00pm on the last day of the Licence Term, the Licensee must pay an appropriate additional charge for extended occupancy.
- 4.6. If the Licensee fails to return their keys, they will be charged £125 for a replacement key and lock.

5. Insurance

- 5.1. The Licensor shall:
 - 5.1.1. insure the Property and any contents belonging to the Licensor under comprehensive insurance policies subject to any exclusions and excesses that are usually imposed in residential insurance policies;
 - 5.1.2. arrange basic insurance for the Licensee's personal effects and equipment; and
 - 5.1.3. use all reasonable endeavours to arrange for any damage covered by the insurance policies to be remedied as soon as reasonably practicable.
- 5.2. The Licensee shall not to do anything which may invalidate the Licensor's insurance of the Property, entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.
- 5.3. The Licensee may upgrade the insurance covering their personal effects and equipment for an additional fee.

6. Repair and maintenance

- 6.1. The Licensor shall maintain in good condition the outside and main structure of the Property and all fixed gas, electrical and heating appliances forming part of the Property but where such maintenance is as a result of damage caused by the Licensee the Licensor shall be entitled to recover from the Licensee all costs other than those met by its applicable insurance.

7. Catered accommodation

- 7.1. Where the Property is catered (see Schedule), the Licensor will provide the Licensee with campus meal credit for use in accordance with its Terms and Conditions for Catered Accommodation, available from the Accommodation Office.

PAYMENT INSTALMENT AGREEMENT (For Accommodation and Catering Fees) 2022/2023

Instalment payment dates

First instalment: 4th October 2022

Second instalment: 9th January 2023

Third instalment: 17th April 2023

***Adventure Education and QTS Secondary PE's second and third instalments – Dates to be confirmed**

*** Institute of Education second and third instalments – Dates to be confirmed**

BISHOP OTTER CAMPUS

Hall Name	Licence period	Weekly rate	Total Amount	1st Instalment (40%) Due 4/10/22	2nd Instalment (40%) Due 9/1/23	3rd Instalment (20%) Due 17/4/23
Amberley	39	£163.80	£6,388.20	£2,555.28	£2,555.28	£1,277.64
Arundel	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Ashling 1 & 2	39	£182.35	£7,111.65	£2,844.66	£2,844.66	£1,422.33
Chilgrove	39	£163.80	£6,388.20	£2,555.28	£2,555.28	£1,277.64
Duncton	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Hammond 1 & 2	39	£167.02	£6,513.78	£2,605.51	£2,605.51	£1,302.76
Harting	39	£163.80	£6,388.20	£2,555.28	£2,555.28	£1,277.64
Havenstoke	39	£127.82	£4,984.98	£1,993.99	£1,993.99	£997.00
Ifold	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Loxwood 1 - 4	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Midhurst	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Petworth	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Pinewood	39	£111.23	£4,337.97	£1,735.19	£1,735.19	£867.59
Springfield 1-4	39	£167.02	£6,513.78	£2,605.51	£2,605.51	£1,302.76
Springfield 5-6	39	£182.35	£7,111.65	£2,844.66	£2,844.66	£1,422.33

BOGNOR REGIS CAMPUS

Hall Name	Licence period	Weekly rate	Total Amount	1st Instalment (40%) Due 4/10/22	2nd Instalment (40%) Due 9/1/23	3rd Instalment (20%) Due 17/4/23
Barbara Smith	39	£189.21	£7,379.19	£2,951.68	£2,951.68	£1,475.84
Barbara Smith	40	£189.21	£7,568.40	£3,027.36	£3,027.36	£1,513.68
Longbrook	39	£167.02	£6,513.78	£2,605.51	£2,605.51	£1,302.76
Longbrook	40	£167.02	£6,680.80	£2,672.32	£2,672.32	£1,336.16
Longbrook - large	39	£181.30	£7,070.70	£2,828.28	£2,828.28	£1,414.14

UNIVERSITY MANAGED PROPERTIES

Hall Name	Licence period	Weekly rate	Total Amount	1st Instalment (40%) Due 4/10/22	2nd Instalment (40%) Due 9/1/23	3rd Instalment (20%) Due 17/4/23
Fishbourne Road	39	£156.59	£6,107.01	£2,442.80	£2,442.80	£1,221.40
Fishbourne Road	40	£156.59	£6,263.60	£2,505.44	£2,505.44	£1,252.72
Stockbridge	39	£156.59	£6,107.01	£2,442.80	£2,442.80	£1,221.40
Stockbridge	40	£156.59	£6,263.60	£2,505.44	£2,505.44	£1,252.72
Westgate	39	£152.88	£5,962.32	£2,384.93	£2,384.93	£1,115.48
19 Millfield Close, Chichester	50	£150.22	£7,511.00	£3,004.40	£3,004.40	£1,502.20
37 Lewis Road, Chichester	50	£145.25	£7,262.50	£2,905.00	£2,905.00	£1,452.50
47 Spitalfield Lane, Chichester	50	£150.22	£7,511.00	£3,004.40	£3,004.40	£1,502.20
Villa Maria, Bognor (single ensuite)	50	£150.22	£7,511.00	£3,004.40	£3,004.40	£1,502.20
Villa Maria, Bognor (Studio – single occupancy)	50	£180.11	£9,005.50	£3,602.20	£3,602.20	£1,801.10
Villa Maria, Bognor (Studio – dual occupancy)	50	£250.04	£12,502.00	£5,000.80	£5,000.80	£2,500.40

CONTRACT DATES 2022/23

Contract Dates 2022/23		
1st Years	Arrival date	Departure date
39 weeks – campus accommodation	25/09/2022	25/06/2023
40 Weeks – Bognor campus	25/09/2022	02/07/2023
39 Weeks – Stockbridge and Fishbourne Block A	24/09/2022	24/06/2023
39 Weeks Fishbourne Block B	25/09/2022	25/06/2023
39 Weeks – Westgate	25/09/2022	25/06/2023
40 Weeks – Stockbridge and Fishbourne Block A	24/09/2022	01/07/2023
40 Weeks Fishbourne Block B	25/09/2022	02/07/2023

Damages will be billed as they occur and must be paid for within 28 days.

Heating is provided in Amberley, Chilgrove, Harting halls, the Barbara Smith Halls, and Longbrook House using pre-paid meter cards which are available from the Accommodation Office free of charge.

The instalments due do not represent a payment for an individual semester/term. The total amount due for accommodation is divided into three instalments: 40% for the first instalment, 40% for the second instalment and 20% for the third instalment to coincide with the student loans company maintenance loan payment dates, for ease of student budgeting purposes only.

Any student wishing to arrive early will be sent an additional invoice for the period up until the instalment agreement commences. This invoice will need to be paid before arrival in order that access to the room can be authorised.