

## **Standard Terms and Conditions Applicable to University/Partnership Accommodation**

### **1.0 General**

- 1.1 When a Student accepts an offer of Accommodation made by the University, a residence contract arises. The Student accepts an offer of Accommodation when they click "OK to accept the terms and conditions" on the University's on-line booking system. If the Student has not booked on line, the residence contract arises when the Student signs and returns the paper residence contract issued by the university and the contract has been counter-signed and dated the university. In each case, the Student must pay a deposit (£150) and notify the University of a Payment Method for the remainder of the Rent.
- 1.2 The residence contract will comprise:
  - (a) the offer of Accommodation, setting out terms of the contract that are specific to the Student
  - (b) these standard terms and conditions of contract, that apply to all Students living in University/Partnership Accommodation
  - (c) the terms and conditions of the University's block insurance policy (see [www.endsleigh.co.uk/reviewcover](http://www.endsleigh.co.uk/reviewcover) )
- 1.3 The Student should read all 3 of these documents and make sure s/he understands and agrees to them before making a commitment. It is the Student's responsibility to make sure they have read all 3 documents before accepting an offer of Accommodation.
- 1.4 The residence contract between the University and the Student is governed by English law which international Students may find quite different to the law which applies in their own country. The Student should take advice before making a commitment, if necessary. Do not accept an offer of Accommodation until you have read and you are sure you understand all 3 documents listed above.
- 1.5 In exceptional cases, the Student may be allowed to move into the Accommodation before entering into a formal residence contract. In those cases, these terms and conditions will still apply.
- 1.6 The residence contract is a legally binding contract. It can only be cancelled in accordance with the Consumer Protection (Distance Selling) Regulations 2000, or as set out in section 10 of these terms and conditions. If you have not met with a member of University Accommodation staff before the contract becomes binding, the University is required by law to give you a period of 7 working days in which to cancel, starting on the day after your booking has been confirmed. You are able to cancel the contract during this time by sending written notice to the Accommodation Office (by post or email to [cancellations@sheffield.ac.uk](mailto:cancellations@sheffield.ac.uk)). You should keep a copy of any notice you send. Cancellations by telephone or in person are not accepted unless confirmed in writing on the same day. The right to cancel does not apply after the date you are due to take up occupation. The deposit is non refundable unless you cancel within 7 working days.
- 1.7 The University has signed up to the Universities UK Approved Code of Practice.
- 1.8 Clauses marked with an asterisk (\*) do not apply to Accommodation which is designated for use by families. Alternative clauses for families are set out in clause 5 of these terms and conditions.

## **2.0 Definitions**

2.1 In these terms and conditions the following definitions apply.

<b>Accommodation</b>	Accommodation as described in the Offer
<b>Common Parts</b>	Any shared facility such as kitchen/pantry, bathroom, social or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation
<b>Contents</b>	The fixtures, fittings, furnishings and equipment provided by the University for the Student's sole or shared use
<b>Deposit</b>	The deposit specified in the Offer
<b>Flat</b>	The flat or house in which the Accommodation is situated (not applicable to family properties or catered accommodation)
<b>Instalments</b>	The instalments of Rent specified in the Offer, or any of them
<b>Offer</b>	The offer of Accommodation made by the University to the Student
<b>Payment Dates</b>	The payment dates specified in the Offer when the Rent or the instalments of Rent become due –see table at clause 13
<b>Quiet Periods</b>	From 11.00pm until 7.00am each day during the Tenancy period and at all times in the week before and throughout examination periods.
<b>Rent</b>	The rent specified in the Offer. The rent includes those services which these terms and conditions require the University to provide
<b>Residence</b>	The Residence named in the Offer. The word "Residence" in these terms and conditions includes the Accommodation and any outdoor areas, such as car parks, which serve the Residence
<b>Student</b>	The Student named in the Offer
<b>Tenancy Period</b>	The time when the Student is allowed to occupy the Accommodation, as set out in the Offer
<b>University</b>	The University of Sheffield, whose address for all purposes relating to the residence contract is Accommodation and Commercial Services, The Edge, The Endcliffe Village, 34 Endcliffe Crescent, Sheffield, S10 3ED Telephone +44 (0) 114 222 4488.

## **3.0 Agreement**

- 3.1 If the Student accepts the Offer the University agrees to grant, and the Student agrees to take, a contract for the Accommodation for the Tenancy Period at the Rent specified.
- 3.2 The contract will be subject to these standard terms and conditions and any terms and conditions set out in the Offer and in the University's block insurance policy.
- 3.3 The University agrees to comply with its obligations, and the Student agrees to comply with his/her obligations.

#### **4.0 Student's obligations**

- 4.1 To pay the Rent to the University by direct debit or credit /debit card (unless an alternative Payment Method has previously been agreed) in Instalments in advance on or before the Payment Dates. Within 7 days of demand, to pay to the University interest and administration fees amounting to £35 for each Instalment of Residences charge that has not been paid by the due Payment Date.
- 4.2 To pay the Deposit to the University by credit/debit card online and notify the University of a Payment Method on or before the closing date stated in the University's offer to the Student. After the contract commencement date, the accommodation deposit is then held as the damage deposit for the duration of the residence contract. The deposit can be used by the University to cover its losses in the event the Student failing to perform the obligations in the residence contract. If the Student failure causes losses in excess of the deposit, the University can claim the balance from the Student. The University may invoice the Student instead of making a deduction from the deposit.
- 4.3 To pay the University a late payment charge of £10 for each request for payment which the University sends the Student after payment has become due. To pay the University's solicitor's fees and court fees as awarded by the court if the University has to sue the Student for non-payment.
- 4.4 To check the inventory and report (to the address stated on the inventory or via the on-line system) any discrepancy within 7 days of the start of the Tenancy Period.
- 4.5 Jointly with other occupiers of the Flat accommodation to complete the inventory of the Common Parts at the start of the contract and report any discrepancy promptly to the University.
- 4.6 To keep the Accommodation and the Contents in the Accommodation and (jointly with other Students) the Common Parts and the Contents of the Residences in a clean and tidy condition throughout the contract.
- 4.7 To vacate the Accommodation and return it to the University in a clean and tidy condition and free of all the Student's possessions at the end of the contract.
- 4.8 To return all keys and other entry devices, and any safety certificates relating to the Accommodation, to the University at the end of the contract.
- 4.9 To allow the University at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, cleaning, maintenance or repair (no notice being necessary in an emergency or where the disrepair or any other incident affecting the Accommodation's suitability for occupation and use was reported by the Student).
- 4.10 To comply with all applicable legislation to the extent that this is necessary to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property.
- 4.11 To comply with fire drills, emergency alarm or evacuation procedures. Fire prevention equipment is not to be tampered with (this is a criminal offence) and anyone responsible for such actions will be reported to the Police and Fire Service.
- 4.12 To comply with the University's policies rules and regulations relating to Health and Safety – see Web pages <http://www.safety.dept.shef.ac.uk/cop/ugcop.pdf>. Failure to comply with the University's non-smoking policy (which applies in all Residences) will be treated as a serious breach of these terms and conditions.

- 4.13 To report to the University any damage or want of repair to the Residence, or any failure in the supply of the services which the University has agreed to supply, as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 4.14 To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them. This includes the cost of returning the Accommodation to the condition it was in when let to the Student and the University's proper and reasonable administration charges for dealing with a breach. The administration fee for each demand for payment or reminder letter which the University sends to the Student is £10. The Student is liable to pay the University for any damage caused by the Student's visitor(s).
- 4.15 Where damage or loss occurs at the Residence and it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss, including a proportion of any administration fee.
- 4.16 Promptly to send to the University a copy of any communication the Student receives which is likely to affect the Accommodation.
- 4.17 Not to do anything which may cause damage to the electrical installation or equipment in the Residence or which may be a fire risk or in any other way put the health, safety, welfare or security of others, or the University's or others' property, or the University's block insurance policy at risk.
- 4.18 Not to bring in any paraffin, bottled gas or other inflammable, explosive or combustible substances into the Residence.
- 4.19 Not to put anything harmful or which is likely to cause blockage in any pipes or drains
- 4.20 Not to remove anything from, affix anything to, change, damage or attempt to repair the structure or decorative finish of any part of the Residence or the Contents and only to use the designated notice boards within the Accommodation for the display of pictures, posters and similar items
- 4.21 Not to bring additional furniture fridges or freezers into the Residence.
- 4.22 Not to use candles, burners, additional heating, cooking appliances, chip pans or other methods of deep fat frying or any other item which may be or become a fire hazard in any part of the Residence.
- 4.23 Not to use the Accommodation for any purpose other than as a study bedroom.\*
- 4.24 Not to share the Accommodation or sub-let it or transfer occupancy to any person.\*
- 4.25 Not to have overnight visitors on more than an occasional basis (frequent overnight visitors will be regarded as sub-letting and is a breach of the residence contract.)
- 4.26 To be responsible for the Student's invited visitor(s) and pay for any damage that the visitor(s) may cause.
- 4.27 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 4.28 Not to make any noise which is audible outside the Accommodation, the Flat or the Residence (as applicable) during the Quiet Periods, which is from 11.00pm until 7.00am each day during the residence contract and at all times in the week before and throughout examination periods. Noise made during the Quiet Periods which disturbs others will be regarded as a serious breach of these terms and conditions.

- 4.29 Not to change the telephone, internet, electricity, gas or mains water supplies to the Accommodation, the Flat or the Residence.
- 4.30 Not to bring into the Residence any animal unless it is an aid for a disabled person.
- 4.31 Except for designated vehicle storage or parking areas, not to bring onto the Residence any vehicle unless it is an aid for a disabled person.
- 4.32 Not to cause any obstruction of the Common Parts.
- 4.33 Where damage to the Residence is caused by an intruder, to report the incident to the police as soon as possible (and in any event within 48 hours) and to provide the police incident report number to the University within 7 days of receiving it.
- 4.34 To treat other occupiers of the Residences with courtesy and respect for them and their belongings.
- 4.35 To pay the community charge specified in the Offer on or before the first Payment Date.
- 4.36 If the Student opted to pay a charitable donation, to pay the donation with the first Instalment.

## **5.0 Student's Obligations applicable to Family Accommodation**

- 5.1 Clauses 4.23 and 4.24 do not apply.
- 5.2 Not to use the Accommodation other than for study purposes and as a private residence.
- 5.3 Not to share the Accommodation other than with members of the Student's household.
- 5.4 Not to sub-let the Accommodation or transfer the contract to any other person.
- 5.5 Not to exceed the maximum number of occupiers specified in the Offer.
- 5.6 To ensure that all persons at the Accommodation under the age of 18 are adequately supervised at all times.
- 5.7 To pay the Council Tax (if any) for the Accommodation to the local authority for the whole of the Tenancy Period.
- 5.8 Where the Accommodation includes a private garden, to keep the garden clear of litter and maintain the garden area.
- 5.9 The University will monitor fuel consumption at the Accommodation and if consumption exceeds the norm for the Accommodation (as measured in earlier years or by comparison with similar Accommodation) the University shall be entitled to make an Energy Charge for excessive usage.
- 5.10 If the University makes an Energy Charge, it will notify the Student in writing of:
  - (a) the actual consumption and the normal consumption; and
  - (b) the price per unit charged.
- 5.11 Any dispute about an Energy Charge must be raised with the University within 7 days of the Energy Charge bill and such disputes will be treated in accordance with The Residences Complaints Procedure.

5.12 The Student will pay the Energy Charge to the University within 14 days of demand, or within 7 days of the charge being upheld by the Residences Complaints Procedure, whichever is later (but the Student will not have to pay the Energy Charge if it is dismissed by the Complaints Procedure).

## **6.0 University's obligations**

- 6.1 The University will pay the charges for gas, electricity and water for the Residences,
- 6.2 The internet supply where included in the Rent is the University's standard connection supplied by The University (or in the case of Opal 2, by Ask4). Where internet access and use is not included in the Rent the Student must pay for internet access and any internet services that they use (this may include paying a share of the charges for a service shared with other Students in the Residence).
- 6.3 The University will put the Accommodation and the Contents into the condition described in the inventory within 14 days of the start of the Residences Contract, as long as the Student notifies the University of any defect within 7 days of the start of the Residences Contract.
- 6.4 The University will keep the Residence and Contents in repair, subject to the Student's obligation to pay for any damage caused by the Student and their visitors (and, in family Accommodation, their household) if the damage is neither fair wear and tear nor paid for by insurance.
- 6.5 The University will insure the Residences. The Student's personal possessions come under the block insurance policy and subject to any exclusions and limitations that may apply to that policy (see [www.endsleigh.co.uk/reviewcover](http://www.endsleigh.co.uk/reviewcover)).
- 6.6 The University will arrange and pay for the disposal of rubbish deposited in designated waste disposal areas within the Residence, but shall be entitled to charge the Student for rubbish which the Student leaves in other areas.
- 6.7 The University will not interrupt the Student's occupation of the Accommodation more than is reasonably necessary and will only enter the Accommodation for the purposes of viewing, inspection, cleaning, maintenance or repair.
- 6.8 The University will aim to give the Student reasonable advance notice before entering the Accommodation, but shall not be required to give advance notice in an emergency or where disrepair or other circumstance affecting the Accommodation's suitability for occupation and use was reported by the Student
- 6.9 The University will not disclose personal information obtained from the Student except as permitted by these terms and conditions or where there is a serious risk of harm to the Student, to others, or to the University's or others' property.
- 6.10 The University will only use the Deposit for the purposes permitted by these terms and conditions and will make reasonable effort to return the Deposit to the Student (after making any proper deductions) within the deadlines stipulated by the Universities UK Approved Code of Practice.
- 6.11 If the Offer is for catered Accommodation, the University will provide the Student with a meal card for use in the University's "eatwithUS" outlets and:
- (a) The University will credit the card with £42.00 per week during the letting periods specified in the Offer, which may be used to buy food and drink in eatwithUS outlets;
  - (b) No credit will be added between letting periods and after 9 June 2012

(c) Any credit which has not been used in the week it was added will be lost and cannot be carried forward.

## **7.0 Other agreed terms**

- 7.1 The Student hereby authorises the University to use his/her personal data for all lawful purposes in connection with the contract (including debt recovery and credit referencing, crime prevention, the University's block insurance policy, measuring satisfaction and trying to ensure a proper Student mix in the Residence) or where there is a serious risk of harm to the Student or to others or to the University's or others' property and hereby authorises the University to disclose relevant personal data to third parties such as debt recovery agencies, solicitors or tracing agents for those purposes.
- 7.2 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or a breach of its obligations in these terms and conditions.
- 7.3 The University will not be liable to pay the Student any compensation for temporary failure in services such as heating, lighting, water supply or internet connection as long as the University takes reasonable care to maintain the installations for the supply of those services
- 7.4 The University will not be liable to pay the Student any compensation for temporary disturbance caused by building work or essential repair work, as long as the disturbance is not excessive in relation to the work being carried out.
- 7.5 Personal belongings left in the Accommodation or other parts of the Residence are at the Student's own risk. Although the Student's personal belongings are insured under the University's block insurance policy that insurance is subject to the conditions, exclusions, limitations and excesses of the policy.
- 7.6 The University is not liable to repair any damage caused by the Student (or a guest or family member) unless the cost is met by insurance (any excess on the policy being payable by the Student) or by the Student. If the University carries out any such repair in order to comply with health and safety requirements the cost shall nonetheless be recoverable from the Student if he or she caused the damage.
- 7.7 The University shall not be obliged to claim on its insurance for damage caused by an insured risk if, in the circumstances it would be reasonable to require the Student to pay for damage which was caused by the Student or the Student's visitor(s) or household.
- 7.8 These terms and conditions do not affect the University's disciplinary powers which are available from [www.shef.ac.uk/govern/calendar/discipline](http://www.shef.ac.uk/govern/calendar/discipline) or on request by emailing: [accommodationoffice@sheffield.ac.uk](mailto:accommodationoffice@sheffield.ac.uk).
- 7.9 The University's Regulations as to the Discipline of Students apply to all University Students, not just Student tenants. Regulations 22-27 apply to University residences. A breach of the Regulations may, depending on how serious it is, be regarded as a breach of these terms and conditions of the residence contract, which could result in it being terminated.
- 7.10 The University is entitled at the Student's expense to remove from the Residence any article brought there by the Student which constitutes an obstruction or a fire or safety risk but (unless perishable) will return it to the Student on termination of the contract (storage charges being payable by the Student).
- 7.11 The contract will be a Student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988.

- 7.12 Notices relating to the contract must be in writing and the University's address for service is given in the Definitions section of these terms and conditions.
- 7.13 It is not intended that the residence contract will confer any benefit on anyone other than the University and the Student.
- 7.14 Any variation to the Offer or to these terms and conditions will only be effective if agreed between the Student and a member of the University's Accommodation Office Staff; the University will confirm any agreed variation to the Student in writing at the time the variation is made.
- 7.15 The University may use the Deposit in settlement or part-settlement of any breach of the Student's obligations (whether by the Student personally or by someone at the Residence with the Student's permission) in these terms and conditions and/or towards payment of any of the Rent or any other charges payable by the Student.

## **8.0 Termination of the Residence Contract by the University**

- 8.1 The University may terminate the residence contract if the Student is a first year Student only and has not collected the keys to the Accommodation within 2 days of the start of the residence contract. This clause shall not apply if the Student has arranged a late arrival date.
- 8.2 First year Students may arrange a late arrival date as follows:
- (a) the Student must email [latearrivals@sheffield.ac.uk](mailto:latearrivals@sheffield.ac.uk) by not later than 2 days before the start of the Residences Contract;
  - (b) the email should give the anticipated late arrival date;
  - (c) the late arrival date must not be more than 10 days after the start of the Residences Contract.
- 8.3 If a first year Student has arranged a late arrival, but has not collected the keys to the Accommodation by the agreed late arrival date the University may (but shall not be obliged to) terminate the residence contract without further notification to the Student.
- 8.4 The University's rights to terminate the residence contract are to enable the University to allocate unoccupied Accommodation to other Students when necessary, and the University is under no obligation to terminate the residence contract if the Student fails to collect their keys at the start of the Tenancy Period.
- 8.5 If the University does agree to terminate a residence contract when there is no suitable replacement occupier, the University will be entitled to retain all sums the Student has paid (or charge the Student for the sums the Student should have paid) to compensate the University for loss of net income while the Accommodation was reserved for the Student and for future loss of net income until a replacement occupier is found.
- 8.6 Clauses 8.1 to 8.5 inclusive apply to first year Students only.
- 8.7 The University may terminate the residence contract at any time by serving notice on the Student if:
- (a) any payment due from the Student is overdue by 21 days or more **or**
  - (b) the Student is in serious or persistent breach of any of the Student's obligations **or**
  - (c) the Student does not have status as a registered student of the University **or**
  - (d) in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or others' property

The contract will terminate automatically on the end date specified on the contract. Neither the University nor the Student will need to serve notice to quit.

## **9.0 Termination of the Residence Contract by the Student**

### *Transfers*

- 9.1 Students may apply to transfer to alternative university owned or partnership Accommodation but this is subject to availability.
- 9.2 No application for a transfer will be accepted until 4 weeks after the start of the Tenancy Period.
- 9.3 If the Student's transfer application is successful:
- (a) the University will charge the Student a transfer administration fee of £35 towards the cost of preparing new contract documentation and the cost of the additional Accommodation inspection;
  - (b) the Student will be required to enter into a new residence contract for the new Accommodation, and will be released from future liability under their previous contract.
- 9.4 The Student must have paid all sums due to date, including the transfer administration fee, before the keys for the new Accommodation will be released.
- 9.5 Removal of personal items will be the Student's responsibility and at the Student's expense.

### *Student Withdrawing from academic studies at the University or taking authorised Leave of Absence*

- 9.6 If the Student is Withdrawing or taking authorised Leave of Absence from their academic studies s/he may apply for early release from their residence contract.
- 9.7 Students who Withdraw or take authorised Leave of Absence are required to complete and submit a Change of Status form to Student Services Information Desk, The Union of Students, Western Bank, Sheffield, S10 2TG. Blank forms can be obtained from Student Services Information Desk in the Union Building, or downloaded from <http://www.shef.ac.uk/ssid/record/withdraw.html>.
- 9.8 Applications for early release from contractual obligations due to Withdrawing or taking Leave of Absence are made by notifying Accommodation Office in writing of the date the Student intends to leave the Accommodation and return the keys. There is no guarantee the Student will be released from the contract.
- 9.9 The University will aim to notify the Student within 10 working days of receipt of their written notice.
- 9.10 When the Change of Status for Withdrawal or Leave of Absence has been fully authorised by the University notification of the outcome of the application for early release from the residence contract will be sent in writing to the Student.
- 9.11 The following conditions will attach to early release if the application is successful:
- (a) The Student must pay for, or put right, any breach of the Student's obligations, so that the Accommodation is in the condition required by the residence contract;
  - (b) The Student must pay a fee of £50 towards the administrative costs of dealing with the early termination (for the avoidance of doubt the University may deduct this fee from the Deposit or from any other sum that would otherwise be refunded to the Student);
  - (c) The Student must return all keys and other access devices for the Accommodation to the University;
  - (d) Withdrawal or Leave of Absence is fully authorised by the University

- (e) The Student will be liable for Rent up to the end of the relevant payment period in which early release was granted after conditions (a) to (d) above have been satisfied. See table at clause 13.0

- 9.12 If the University is able to re-let the Accommodation before the next Payment Date, the University will refund a proportion of pre-paid Rent to the Student so that there is no loss of net income to the University for the period when the Accommodation was unoccupied, and there is no double-charging for the period when there was a replacement Student in occupation.
- 9.13 For the avoidance of doubt, the University will make vacated rooms available to other Students for room transfers and relocations but these will not be treated as replacements. Refunds of rent, and release from the liability to pay future Instalments, will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

#### *Other cases*

- 9.14 A Student that continues their studies, but leave University Accommodation before their residence contract has expired, will not be entitled to any refund of residences charges unless a suitable replacement occupier takes their place. Additionally if no replacement occupier has taken the Accommodation before the next payment date the Student will be liable for the next instalment(s) of residences charge.
- 9.15 A suitable replacement occupier is a full-time Student of The University of Sheffield who is reasonably satisfactory to the University as a prospective tenant, and who is not already a tenant of University owned or partnership Accommodation.
- 9.16 If the Student wishes to nominate a replacement occupier, the Student must notify the University's Accommodation Office, who will consider whether the nominee is suitable (the University will not unreasonably withhold or delay their approval). It is the Student's responsibility to find a replacement occupier
- 9.17 Once a replacement occupier has been approved by the University:
  - (a) The Student must pay for, or put right, any breach of the Student's obligations, so that the Accommodation is in the condition required by the;
  - (b) The replacement must enter into a residence contract for the Accommodation for the remainder of its duration;
  - (c) the Student must pay an administration fee of £35 towards the administrative costs of dealing with the early termination (for the avoidance of doubt the University may deduct this fee from the Deposit or from any other sum that would otherwise be refunded to the Student);
  - (d) The Student must return to their Customer Services Reception all keys and other access devices for the Accommodation on the date agreed;
  - (e) The Student will be liable for Rent until conditions (a) to (d) above have been satisfied, but after that the Student will be released from future obligations under their residence contract.

#### **10.0 Relocation**

- 10.1 The University may relocate the Student to comparable alternative Accommodation during the residence contract where it is reasonable to do so.
- 10.2 The University will normally only relocate the Student if reasonably necessary because of the Student's breach of one or more of their obligations in these terms and conditions, or for the

efficient operation of residences, or if (in the University's reasonable opinion) the Accommodation is or becomes unsuitable for occupation.

- 10.3 If the reason for relocation is because of the Student's breach of one or more of their obligations, the Student will not have any right to terminate their residence contract as an alternative to relocating.
- 10.4 If the relocation (for whatever reason) is temporary the Student will not have any right to terminate their residence contract as an alternative to relocating and will occupy the Accommodation when the period of temporary Accommodation comes to an end.
- 10.5 If the University wishes to relocate the Student for the remainder of the Residences Contract for reasons of efficiency or because the Accommodation will not be suitable for occupation for the remainder of the contract, the Student will have the right to terminate their residence contract as an alternative to relocating.
- 10.6 Where the University relocates the Student because the Student is in breach of one or more of their obligations, or where the relocation is made at the Student's request, the Student shall pay to the University an administration and cleaning charge of £35.

### **11.0 Early Release from Residences Contract**

- 11.1 The University at its own discretion and in order to reduce annual Student rent, may decide to release Students from their residences contract before the contract end date where alternative occupiers have been found. This would be offered to Students residing in single study bedrooms on 42 week residences contracts. Should the University decide to terminate the tenancy early they are entitled to request the Student to vacate the Accommodation by giving written notice to the Student:
- (a) No later than the last day of the Easter vacation;
  - (b) Stating that the University wishes to terminate the residence contract;
  - (c) Specifying the date when the Student must vacate and return their keys (which must not be more than 28 days before the end of the Tenancy Period);
  - (d) Confirming the amount of Rent that the University will re-pay to the Student.
- 11.2 If the University offers early release from the residence contract to the Student, the Student will vacate the Accommodation and return their keys to the University on the specified date.
- 11.3 If the Student is unable to vacate because of a lack of alternative Accommodation, the University may offer the Student alternative Accommodation and, if it does, the Student will be obliged to take it, any reduction in rent will be refunded to the Student.

### **12.0 Keys**

- 12.1 "Keys" includes cards, fobs and other access devices to individual rooms, flats and residences. When Students move out of their Accommodation they must return their keys in an envelope, clearly marked with their name and address, to their Customer Services Reception. If there is no one on duty at the time, the envelope must be put in the box provided at Customer Reception for that purpose.
- 12.2 Students who keep their keys beyond the agreed release date will be liable to pay residence charges until the keys are handed in.
- 12.3 Students who hand in their keys on or before the agreed release date will be liable to pay residence charges until the agreed release date.

- 12.4 Students who hand in their keys without having formally agreed a release date will continue to be charged rent until the end of the residences contract. If Withdrawing or taking Leave of Absence from the University see clause 9 of these terms and conditions.
- 12.5 Return of keys to Customer Services Reception does not imply release from residence contract

### 13.0 Payment Periods and Payment Dates

Payment Dates	5 October 2011	18 January 2012	25 April 2012
Contract length	1 <sup>st</sup> Payment Period ↓	2 <sup>nd</sup> Payment Period ↓	3 <sup>rd</sup> Payment Period ↓
42 weeks	17-Sep to 23 Dec 18 Sep to 23 Dec	23 Dec to 4 April 23 Dec to 4 April	4 April to 7 Jul 4 April to 8 Jul
51 weeks	17 Sep to 18 Jan	18 Jan to 25 April	25 April to 8 Sep
1 <sup>st</sup> Semester Students only*	17 Sep to 4 Feb	-	-
Payment Dates	31 August 2011	18 January 2012	25 April 2012
52 weeks	1 Aug to 23 Dec	23 Dec to 25 April	25 April to 1 Aug
44 weeks (ELTC only)	6 Aug to 23 Dec	23 Dec to 25 April	25 April to 9 Jun
Payment Dates	15 February 2012		
2 <sup>nd</sup> Semester Students only*	4 Feb to 9 Jun	-	-

\*Students on specific arrangement only

Please note Payment dates differ due to residence contract start date

### 14.0 Residences Complaints

- 14.1 If the Student wishes to raise a complaint about the condition of the premises they may do so via the Residences Complaints Procedure which can be viewed in full on-line at [www.shef.ac.uk/accommodation/policiesandprocedures.html](http://www.shef.ac.uk/accommodation/policiesandprocedures.html).
- 14.2 If the Student wishes to appeal against the standard terms and conditions of the residence contract clauses 9.6 to 9.13 this should be in writing to the Contract Review Panel, ACS, The Edge, 34 Endcliffe Crescent, The Endcliffe Village, Sheffield S10 3ED or email [accommodationoffice@sheffield.ac.uk](mailto:accommodationoffice@sheffield.ac.uk). The Contract Review Panel will consider appeals within 15 working days of receipt and will notify the Student of its decision in writing by post or email. The Panel will only consider cases for the current academic year and it does not meet during the first 3 weeks of term or the Christmas and Easter Vacation. There is no obligation on the Contract Review Panel to give detailed reasons for its decisions.