



**The
University
Of
Sheffield.**

**TERMS AND CONDITIONS OF THE RESIDENCE
CONTRACT APPLICABLE TO
UNIVERSITY/PARTNERSHIP
ACCOMMODATION**

2021-22

Please read these Terms and Conditions before Accepting this Contract

THIS IS A LEGALLY BINDING CONTRACT

In Accepting this Contract, you agree to abide fully with the terms of the Contract comprising of:

- (1) these Terms and Conditions of Residence
- (2) The Residence Contract Offer– details of accommodation Inc. address, Room type and rental costs
- (3) University Regulations as to the Discipline of Students, which is available to view at <http://www.sheffield.ac.uk/calendar>

These Documents set out your rights and responsibilities and our rights and responsibilities to you under our Contract.

The Residence Contract is a licence and does not, and is not intended, to create a tenancy of the Accommodation. You will occupy the Accommodation as a fixed term licensee and will not have exclusive possession of the Accommodation. This means, in particular, that:

- You will not be permitted to transfer your rights under this Contract or sub-let the Accommodation or permit or allow any other person to occupy or share occupation of the Accommodation other than Accommodation designated for use by you and in family accommodation your family.
- The University reserves the right to transfer you to suitable alternative accommodation where reasonably required in the opinion of the University and in the circumstances referred to in the Terms and Conditions of Residence.
- The University may access the Accommodation where reasonably required in the opinion of the University or where reasonably necessary and in the circumstances referred to in the Terms and Conditions of Residence.

This Contract comes into effect on the date you Accept this offer. On this date, the Terms and Conditions of the Residence Contract comes into effect and become legally binding on both of us.

This is regulated by English Law, which, if you are an international student may be different to the law which applied in your country. If any provision of this Contract is held to be illegal, invalid or unenforceable, the remainder of this Contract is unaffected by that provision and shall be interpreted without it.

If there is anything, you do not understand in this Contract, we recommend that you seek your own legal advice or contact The Student Union Advice Center.

Other students living in the same Residence as you have the same rights and responsibilities as you.

For information regarding payment of Residence Fees, payment periods and payment dates please visit the website <https://www.sheffield.ac.uk/accommodation/policies-and-procedures>

We are committed to using reasonable endeavours to manage the Accommodation and the Residences in accordance with the Code of Practice, which is available to view at <http://www.universitiesuk.ac.uk>

If there is anything you wish to discuss prior to Accepting this Contract, please contact:

Accommodation and Commercial Services
Accommodation Office
The University of Sheffield
The Edge
34 Endcliffe Avenue
Sheffield
S10 3ED
Tel: +44(0)114 222 4488
Email: accommodationoffice@sheffield.ac.uk

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| INTRODUCTION |
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These Terms and Conditions of Residence and the Residence Contract Offer contain certain words, which have particular legal meanings. These words begin with capital letters so you can immediately see them. There is a glossary at the end of these Terms and Conditions which explain the legal meaning of these words.

Within the Contract, reference to the University, may be deemed to represent the University, its employees or approved contractors and representatives. This Contract is being entered into by the University, with you, for the provision of Accommodation and ancillary services only.

During the period of this Contract, the University reserves the right to appoint third parties to perform its responsibilities and/or obligations on its behalf, and where appropriate, we will communicate any such change in advance. However, we will always remain responsible to you for the actions of those third parties acting on our behalf.

ABOUT THE CONTRACT

1. **ACCEPTING THE CONTRACT**

- 1.1 By Accepting this Contract, you enter into a legally binding Contract with us, which, for the Period of Residence and subject to the terms of this Contract, gives you the right to live in the Accommodation and to use the Communal Areas and the Residence Grounds provided that you pay the Accommodation Fee and comply with the terms of this Contract.
- 1.2 If the Contract has been Accepted by someone claiming to act on your behalf, we shall assume that you have given that person authority to act on your behalf unless you have notified us previously to the contrary.
- 1.3 If you are under 18 at the commencement of the Period of Residence you will be asked to provide contact details of a person over 18 years; this is often a parent or guardian, but does not have to be, as long as we are satisfied that it is an appropriate person.
- 1.4 If someone other than you pays all or part of the Accommodation Fee to us directly, whether they are a Sponsor or otherwise, this will not reduce or otherwise affect your responsibilities under the Contract or give rise to any tenancy or other rights benefiting that third party. You must, however, provide us with written proof of that Sponsor and their agreement to pay your Accommodation Fee.
- 1.5 If you do not move into the Accommodation and you have not contacted the Accommodation Office by emailing accommodationoffice@sheffield.ac.uk, to arrange a late arrival then we have the right to re-let the Room. We will make reasonable efforts to contact you regarding your failure to take up occupancy in the Accommodation before re-letting the Accommodation. You will be liable to pay the Accommodation Fee from the start date specified in the Residence Contract Offer to the date it is re-let. There is no guarantee it will be re-let.

2. **NATURE OF THE CONTRACT**

- 2.1 As this Contract is a fixed term licence, this means that the Contract does not have the legal protection set out in the Housing Act 1988 (as amended) that other residential contracts may have.
- 2.2 Where the Accommodation is designated for use by you and your family (as specified in your Residence Contract Offer), the additional obligations set out in Schedule 1 will apply.

3. **CHANGES TO THE CONTRACT**

- 3.1 With the exception of any changes as a result of government legislation or under clause 23 of this Contract, this Contract cannot be varied unless the variation has been agreed between you and the University, and has been confirmed in writing by the Accommodation Office.
- 3.2 The University will be entitled to recover its reasonable costs of implementing any variation requested by you.

4. **DATA PROTECTION**

- 4.1 We will comply with the General Data Protection Regulations and associated legislation. You have the right of access to your personal data we hold. Please see the University's Information Privacy Notice for information on how to exercise your personal data rights.
- 4.2 By Accepting this Contract, you agree that all data supplied to us can be shared with other departments of the University and to third parties if it is reasonable for us to do so as provider and manager of the Accommodation.

- 4.3 examples of third parties we may need to make disclosure to include:
- 4.4 organisations or individuals contracted by us to undertake services at the
- 4.5 Residence, such as at Allen Court (IQ Students), St Vincent's Place (Unite);
- 4.6 your Sponsor (if you have one);
- 4.7 debt recovery or tracing agents;
- 4.8 the Police or other public agencies.
- 4.9 Examples of reasons why we might need to share your data supplied to us in connection with this Contract include debt recovery and credit referencing, crime prevention, the renewal of the University's block insurance policy, measuring satisfaction with the Accommodation, to ensure a proper mix of occupiers or where there is a serious risk of harm to you or to others or to any property.
- 4.10 You agree to us providing the Local Authority with a list of Residences and your name and Accommodation address, for the purpose of supporting the process of student exemptions for Council Tax and Electoral Register.
- 4.11 We only disclose sensitive personal information (for example, medical information) where it is necessary for us to do so for your safety, the safety of others and your wellbeing in the Accommodation.

5. **RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Contract. This means that no one can enforce any rights or obligations under the Contract other than you and us.

OUR RESPONSIBILITIES

6. **SERVICES AND FACILITIES**

- 6.1 During the Period of Residence, we will use reasonable endeavours to provide the services and facilities set out in this clause 6 and to rectify any failures or delays as soon as possible on becoming aware of them. We will not be liable for any failure or interruption to any services or facilities, or for any loss arising from such failure or interruption, if the failure or interruption is due to reasons outside our control. Reasons outside our control would include, but not be limited to, mechanical breakdown, failure, malfunction, shortages of fuel and materials, labour dispute, student action etc.
- 6.2 We will use reasonable endeavours to:
- 6.3 keep the structure and exterior of the Accommodation and the Residence in reasonable repair;
- 6.4 keep the Residence Grounds and Footpaths tidy and, as far as is reasonably practicable, free from waste or litter;
- 6.5 keep all fixtures and fittings for water, gas, electricity and heating in the Accommodation and the Residence repaired and in working order;
- 6.6 provide an adequate supply of hot water for domestic use;
- 6.7 provide and keep clean the kitchen, bathroom, toilet, shower facilities in the Residence and/or the Accommodation and will make sure they are kept repaired and in working order;
- 6.8 provide the Accommodation with such fixtures, fittings, furniture and equipment as detailed on the Inventory;
- 6.9 provide refuse and recycling bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation, the Residence and/or the Residence Grounds and arrange for disposal of refuse from the external bin areas in the Residence and/or the Residence Grounds;
- 6.10 make sure that the Communal Areas are kept repaired within a reasonable period of time and where the breakage or damage is attributable to the residents or their visitor, the University reserves the right to recover the cost of the same from you, and are regularly serviced; and

- 6.11 make sure that the fire-fighting equipment in any shared areas where supplied in the Accommodation, the Communal Areas or any other part of the Residence are kept repaired and in working order.
- 6.12 Your responsibilities in relation to the Inventory are as follows:
- 6.13 you agree to check, complete and submit an Inventory within 7 days of moving in, noting on the Inventory any discrepancies. Where your Accommodation is a shared flat, house or residence then you and the other occupiers of the Accommodation must together complete and return the Inventory of the Communal Areas and return it to us within 7 days of moving in, again noting on the Inventory any discrepancies; and
- 6.14 we expect you to notify us, using the online Inventory and Damage System if there is a problem with your Accommodation and we will, within 14 days or such other reasonable period where it is not practicable to do so in a period of 14 days, repair or replace (where necessary) items on the Inventory (except where the loss, breakage or damage is attributable to you or your visitors).
- 6.15 In most cases, your Accommodation Fee is inclusive of the standard internet services supplied by the University (or in the case of Allen Court and St Vincent's Place, by Ask4). Where internet access and use is not included in the Accommodation Fee (as specified in your Residence Contract Offer), you must pay for internet access and any internet services used (which may include paying a share of the charges for a service shared with others living in the Residence).

7. **INSURANCE**

- 7.1 We will insure the Residence against fire and other risks, which we reasonably consider necessary.
- 7.2 At present, we provide a level of cover for your personal belongings under a block policy of insurance for all Residences, subject to the exclusions and limitations that apply to that policy. If you do not consider that cover is adequate, then you are responsible for taking out additional insurance cover at your own cost. Information on our block policy can be found at www.cover4insurance.com/sheffield-university.

YOUR RESPONSIBILITIES

8. **ACCOMMODATION FEES**

- 8.1 You must pay the Accommodation Fee during the Period of Residence either:
- 8.2 in full, (i.e. in one instalment), by the due date as stated on the Residence Contract Information Page; or
- 8.3 in instalments in advance on the dates and in accordance with the payment terms set out on the accommodation website.
- 8.4 If the whole or any part of the Accommodation Fee remains unpaid for more than 14 days after the date that payment was due, we reserve the right to charge interest at 3% per annum above the Bank of England Base Rate for each day that the Rent is outstanding from the date that it is due until the date of payment.
- 8.5 If your Accommodation Fee is being paid for you by a Sponsor or by another third party [e.g. a parent in the case of an under-18], you must provide full details of the Sponsor or other third party to the University and provide written proof of their agreement to be your Sponsor or to make payments on your behalf. In the case of a Sponsor, this will usually be a copy of the letter they send to you confirming your sponsorship by them. If the Sponsor or third party does not pay the Accommodation Fee in full, the responsibility for the Accommodation Fee still remains with you and we may still ask you to pay the Accommodation Fee. It will then be your responsibility to seek repayment of it from the Sponsor.
- 8.6 For non-payment of Accommodation Fees, we reserve the right to take legal action against you to recover the Accommodation Fees due and may lead to you being evicted from the Accommodation.

9. **DEPOSIT**

- 9.1 You agree to pay the Deposit for the Accommodation on the date that you sign the Contract and before you take possession of the Accommodation. Failure to pay the Deposit may lead to any offer being withdrawn.
- 9.2 The Deposit will be held for the duration of the Residence Contract.
- 9.3 The Deposit can be used by us to cover our losses in the event of you damaging the Accommodation or failing to perform your obligations set on in this Contract. If as a result of such damage or breach we suffer a loss, we can use your Deposit to pay for the loss incurred. If the loss suffered is in excess of the Deposit, we reserve the right to claim the balance from you and will invoice you accordingly.
- 9.4 We are not obliged to use the Deposit before asking you to pay for any losses we incur as a result of your breach of this Contract and we may choose to invoice you instead of making a deduction from the Deposit, unless the loss or damage incurs at the end of the Residence Period, when we will use the Deposit.
- 9.5 We may use the Deposit in settlement or part-settlement of any breach of your obligations (whether by you personally or by someone at the Accommodation or the Residence with your permission) and/or towards payment of any arrears of the Accommodation Fee or any other charges payable by you in accordance with the terms of this Contract.
- 9.6 The Deposit (or the balance (if any) remaining after we have made any deduction we are entitled to make under the terms of this Contract) will be returned to you within 28 days after the end of the Period of Residence other than where clause 18.5 applies.

10. **SHARING THE ACCOMMODATION**

- 10.1 Only you are permitted to occupy the Accommodation unless your Residence Contract Offer provides that the terms of Schedule 1 are incorporated.
- 10.2 You may only use the Accommodation to live and study in accordance with your student Contract.

11. **VISITORS AND GUESTS**

- 11.1 You are responsible for the behaviour of any invited guest (whether the invitation is express or implied). You are not allowed to give your Keys to your guests and guests are not allowed to stay in the Accommodation without you being present. You must ensure that your guests do not breach the terms of this Contract or cause any damage. If they do, you may be held responsible for any loss suffered in accordance with clause 17.
- 11.2 You agree that we may remove or exclude your invited guests from the Accommodation or the Residence where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or wellbeing of other persons or your invited guest and/or to safeguard our property.
- 11.3 You agree not to allow anyone other than one occasional adult guest to stay overnight but for no more than two consecutive nights, provided this does not adversely affect other residents or disrupt study. We reserve the right to withdraw this privilege if in our reasonable opinion it is necessary to do so for the safety and well-being of other occupants of the Residence or themselves and/or to safeguard our property.

12. **TRANSFER OF ROOMS**

- 12.1 Other than where required by us, you cannot move to another Room without first applying to transfer to alternative Accommodation. All transfers are subject to availability, suitability and subject to any guidance issued that affects our operation. There is no guarantee a transfer can take place or will be granted.

- 12.2 You can apply for a transfer, by contacting the Accommodation Office via email. No applications will be considered until 4 weeks after the collection of Keys and no exchanges or transfers are permitted after 27 April 2022.
- 12.3 If we consent to you moving, all the Terms and Conditions of this Contract are transferable to the new Accommodation, with the exception of the Accommodation Fee which will be payable at the rate applicable to the new Accommodation from the date you move in.
- 12.4 We will charge you a reasonable and proper transfer administration fee of no more than £50.00 in relation to any request to transfer Accommodation, payable before you occupy the new Accommodation.
- 12.5 Keys to any new Accommodation will be released to you once the transfer has been agreed and Keys to your existing Accommodation have been returned in agreed timeframe
- 12.6 You are responsible for removing all personal belongings from the existing Accommodation to the new Accommodation and will be responsible for any breach of this provision and liable for losses incurred by the University as a result of your failure to remove such items.
- 12.7 All Keys /other access devices must be returned to us on the date that you leave your Accommodation and your Accommodation must be left in the state of repair and cleanliness required by this Contract.

13. **RESPECT FOR OTHERS**

- 13.1 You agree:
 - 13.1.1 not to do anything that is likely to cause nuisance or annoyance to other residents;
 - 13.1.2 not to do anything which interferes with the peace, comfort, or convenience of other residents, including (but not limited to) drunken, indecent, disorderly, threatening or offensive behaviour and/or language; In line with University of Sheffield Student Code of Conduct for full details read <https://www.sheffield.ac.uk/sss/student-code-of-conduct>
 - 13.1.3 to keep noise at a level that does not interfere with the study, sleep or comfort of staff, contractors and your Neighbours, in particular, not to make or allow any loud noise to be played between 23.00 hours and 07.00 hours every day and at any time in the week before and throughout assessment/examination periods. This includes (but is not limited to) noise made by any machinery, TVs, sound systems, CD players, digital media, loudspeakers, musical instruments, and other, as well as noise made by yourself or any of your guests. You agree to reduce the level of noise immediately if asked to do so;
 - 13.1.4 not to harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assaulting any person;
 - 13.1.5 not to bring into the Accommodation, Residence and/or Residence Grounds any weapons or items of any description that are illegal or which we consider acting reasonably to be offensive or dangerous including (but not limited to) firearms, air- weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons;
 - 13.1.6 not to work on cycles in the Accommodation or the Residence and not to work on motor vehicles and motor cycles in the Accommodation, the Residences or the Residence Grounds;
 - 13.1.7 not to allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal or new psychoactive substances, prostitution or storing or handling stolen goods;
 - 13.1.8 not committing any indictable offence or criminal act (whether at the Accommodation or otherwise) which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
 - 13.1.9 to behave with respect and consideration towards anyone at the Accommodation, Residence and/or Residence Grounds. This includes not removing any articles from the Accommodation, Residence or Residence Grounds belonging to staff or contractors, not damaging the belongings of others, not taking or using other residents' possessions without permission and respecting the privacy of others;

- 13.1.10 not to smoke or vape in the Accommodation or the Residence or within 2 metres of any door or window if smoking or vaping in the Residence Grounds;
 - 13.1.11 not to engage in behaviour likely to cause injury or impair safety in the Accommodation, Residence or Residence Grounds;
 - 13.1.12 not to place any items on balconies, external window ledges and railings of the Accommodation or the Residence;
 - 13.1.13 not to bring into the Accommodation or the Residence any article that could cause an obstruction, is dangerous and/or may be a fire or safety risk.
- 13.2 Failure to comply with this clause may:
- 13.2.1 allow us to remove any offending articles from the Residence or Accommodation at your cost and you will not be allowed to return it to the Accommodation; and/or
 - 13.2.2 lead us to take action to remove you from the Accommodation.

14. **REPAIRS, MAINTENANCE AND ALTERATIONS**

- 14.1 You agree to:
- 14.1.1 keep the inside of the Accommodation, including shared areas, in a clean and tidy condition at all times;
 - 14.1.2 regularly remove rubbish and recycling from the Accommodation and to place it in the designated area at the Residence;
 - 14.1.3 take reasonable care of all furniture and equipment provided by us in the Accommodation;
 - 14.1.4 promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Customer Service Reception online, via telephone or in person, and for the avoidance of doubt you shall be jointly and severally liable with all others occupying the Accommodation in respect of the above obligations.
- 14.2 You agree that you will not:
- 14.2.1 leave any personal belongings in the Communal Areas or the Residence Grounds and you will not alter or make dirty or untidy the Communal Areas or the Residence Grounds;
 - 14.2.2 remove, change, alter or damage (including damage caused by neglect or misuse) the decorative finish or any part of the Accommodation and/or Residence. This includes not putting up posters and not making any holes in the furniture or fabric, including walls, to accommodate the wiring of your electrical appliances or for any other purpose. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, the Communal Areas any other part of the Residence or the Residence Grounds;
 - 14.2.3 fit or install any, satellite dish, television or radio aerial or change the supply of electricity, gas or water to the Accommodation;
 - 14.2.4 to bring any soft furnishings (save for bedding) or other furniture into the Accommodation and/or the Residence except where the Accommodation Office has given prior written consent. Any furniture must comply with any relevant fire safety legislation;

15. **SAFETY AND SECURITY**

It is your responsibility to help ensure that the Accommodation and the Residence is safe and secure to live in. This includes complying with the following obligations:

- 15.1 Electrical appliances
- You agree:
- 15.1.1 to be responsible for ensuring that your own electrical equipment is appropriately tested and fitted with the correct fuse and that only one appliance is wired to one plug/socket and must conform to UK safety standards;
 - 15.1.2 save where the Accommodation is a studio flat, not to use cooking equipment, kettles, toasters, rice cookers other than within a kitchen;
 - 15.1.3 not to bring heating equipment or large electrical appliances into the Accommodation or the Residence.

15.2 Fire Safety

15.2.1 You agree to adhere to all fire regulations and respond to fire alarms and to have due regard to the fire evacuation procedures (which are displayed in the Accommodation and on notice boards in the Residence and on back of bedroom doors). A single serious breach or repeated minor breaches of fire safety may result in legal and/or disciplinary action. The fire regulations can be found at <https://www.sheffield.ac.uk/hs/fire>.

15.2.2 If you suspect that any item of safety equipment is defective or has been used, you will promptly inform Customer Services of this.

15.2.3 You must not prop open, or otherwise tamper with the fire doors as they are designed to reduce the spread of fire.

15.2.4 You agree not to abuse, interfere or otherwise tamper with any of the fire prevention equipment.

15.2.5 You agree not to do anything that may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Residence any flammable materials including:

15.2.5.1 candles, incense sticks/burners, oil lamps or other naked flames, firework

15.2.5.2 petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous material;

15.2.5.3 inflatable items (for example chairs, cushions etc.);

15.2.5.4 deep-fat fryer/chip pan, and not leaving your cooking unattended at any time.

15.3 Risk Assessments

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence.

15.4 Security

You must ensure that your Accommodation and the Residence are left secure. This includes (but is not limited to):

15.4.1 keeping your key, key fob or key card with you at all times.

15.4.2 never marking your Keys, key fobs or key cards with your address, or copying your Keys or giving your Keys, key fobs or key cards to anyone else;

15.4.3 carrying your student identity card with you on all occasions in order that, when requested by any of our staff or contractors, you will be able to provide identification;

15.4.4 locking the door to your Accommodation and making sure all windows are locked whenever you leave it and ensure that any corridor and main entrance doors in the Residence are secure behind you when entering or leaving;

15.4.5 not letting anyone you do not know into the Residence;

15.4.6 accompanying your invited guests at all times;

15.4.7 being vigilant and reporting promptly any suspicious events to Security.

15.5 Access

You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 19 below to carry out our obligations and inspections.

16. **PETS**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence or within the Residence Grounds other than assistance dogs by prior arrangement with the Accommodation Office.

17. **PAYMENT FOR LOSS AND DAMAGE**

17.1 You must pay for any or all loss or damage we suffer as a result of any breach of this Contract by you, those living with you or your visitors.

17.2 Where any damage is caused to any shared areas in the Accommodation or the Communal Areas and those responsible cannot be identified (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you along with others a fair and reasonable proportion of the reasonable cost of making good any loss or damaged caused.

17.3 The Accommodation website has listed the charges that you may incur, with are a guide for standard items. However, these are only a guide and you will be charged for the actual cost incurred by us in replacing the item.

18. **WHEN YOU LEAVE**

At the end of the Contract you agree:

- 18.1 to vacate the Accommodation no later than 10.00am (unless advised otherwise) on either the last day of the Period of Residence or the last day of the Contract, if ended earlier;
- 18.2 to return all Keys, key fobs, key cards, post Keys and laundry cards to Customer Services. Failure to do so may result in the cost of these being taken from your Deposit;
- 18.3 if you hand Keys in without formally agreeing a release date you will be liable to pay for the Accommodation fee until the Contract end date;
- 18.4 to leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence;
- 18.5 if you leave any items that the staff identify as rubbish in the Accommodation at the end of the contract period and after returning the keys/ access fobs, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you 28 days in which to collect them. If you do not collect your belongings within the 28 days, you agree that we can dispose of your belongings and the cost of doing so can be deducted from your Deposit. We do not accept any responsibility for the safekeeping of any such personal belongings left in breach of this clause;
- 18.6 that if you do not leave the Accommodation by the time required in clause 18.1 you will be liable for additional rent for the continued use of the accommodation. If we have to take action (which may include legal action) against you to require you to move out of the Accommodation and if the matter reaches Court, we will ask for the court to make an order in respect of our costs.

OUR RIGHTS

19. **ALTERATIONS AND BUILDING WORKS**

From time to time we need to carry out works within the Accommodation and the Residence. We have the right to carry out any alterations or building works at the Accommodation and the Residence without liability for disturbance to you. We will use reasonable endeavours to carry out works at times likely to minimise disturbance to you for as short a period as reasonably practicable (except in the case of emergency).

20. **ACCESS AND INSPECTION**

- 20.1 We have the right to enter the Accommodation to clean, maintain, inspect, repair, view your Room on Open Days, on the basis of health and safety or welfare concerns or for any other reasonable purpose at reasonable hours of the day.
- 20.2 If we wish to exercise this right we will, where reasonably practical, give you at least 24 hours' written notice of our intention to enter the Accommodation.
- 20.3 Advance notice will not be given in the case of an emergency or if you are in breach of clause 15 of this Contract (Safety and Security) or where inspections are deemed necessary to protect your own well-being or the well-being and safety of others or to prevent damage to the Accommodation.
- 20.4 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 20.2) or which arises as a result of you having reported a repair to us (in accordance with clause 20.4), you agree that we may enter the Accommodation, using our duplicate Keys, unless you have previously informed us and proposed a reasonable alternative arrangement.

20.5 In an emergency, where we cannot gain access, we may have to force entry. In this case we will secure the Accommodation and repair any damage as a result of the forced entry. Where such forced entry is due to your breach of this Contract, we may seek to recover from you the costs incurred as a result of that breach.

21. **LIABILITY FOR LOSS OR DAMAGE**

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage you suffer is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the contracting process.

22. **RIGHT TO RELOCATE**

22.1 We reserve the right to move you to alternative Accommodation where:

22.1.1 we consider that we cannot reasonably carry out works to the Accommodation, the Residence or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;

22.1.2 the Accommodation and/or the Residence is damaged or otherwise adversely affected, such that we consider (acting reasonably) that it is unfit for occupation (for example, due to flood, fire, infestation, storm, damage, plant malfunction);

22.1.3 the terms of your Contract, due to the nature of your course of study or otherwise, are inconsistent with the terms of the standard Contract (for example the Contract incorporates a late start, early finish or short Period of Residence);

22.1.4 for the efficiency of the management of the Accommodation and Residences (for example where there is under occupancy of the Residence or any part of it);

22.2 We reserve the right to require you to move to alternative accommodation, where we reasonably require due to your behaviour, or for any other reason, that it is necessary to move you from the Accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation.

22.3 If we request you to relocate under clause 22:

22.3.1 we will give you written notice of this and give you details of the alternative Accommodation to which you will be moving. We will also notify you of the date on which you are to move to the alternative Accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as 24 hours;

22.3.2 if the Accommodation Fee for the alternative Accommodation is more than the Accommodation Fee that you are paying, we will not charge you the higher Accommodation Fee;

22.3.3 if the Accommodation Fee for the alternative Accommodation is less than the Accommodation Fee that you are paying, we will charge you the lower Accommodation Fee as from the date on which you move to the alternative Accommodation;

22.3.4 if the alternative Accommodation is not sufficiently similar (acting reasonably), you have the right to terminate this Contract. If you wish to exercise this right you must give the Accommodation Office written notice of this no later than 30 days after the date of the written notice that we have given to you under clause 23. The Contract will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Accommodation Fee you have paid in respect of the period after the termination date;

- 22.3.5 we will pay to you any reasonable out of pocket expenses as long as prior consent to the level of cost has been agreed by the Accommodation Office prior to you moving to a similar alternative Accommodation.

23. **RIGHT TO TEMPORARILY SUSPEND YOUR RIGHT TO OCCUPY**

- 23.1 If we reasonably suspect that you have committed, a serious breach of your obligations under this Contract (or you are in serious breach of the University Regulations that we reasonably consider that suspension from your Accommodation is necessary, we may suspend you from the Accommodation during appropriate investigations of the suspected breach. We will only suspend you if we consider (acting reasonably) that your continued presence in the Accommodation, Residence or Residential Grounds may constitute a threat to life, limb or wellbeing of any person and/or may involve criminal damage/activity to property.
- 23.2 If, under the University Regulations as to the Discipline of Students, you are suspended, you may also be suspended from the Accommodation.
- 23.3 During such suspension, we are under no obligation to provide you with any alternative Accommodation, if any alternative Accommodation is offered it will depend on location and or availability.

PROCEDURE FOR DEALING WITH BREACHES

24. **PROCEDURE**

- 24.1 If you, anyone living with you or your invited guests breach any of the conditions of this Contract then, depending upon the nature of the breach and/or the seriousness of the breach, action may be taken against you under the procedure set out in clauses 24.2 to 24.5 below.
- 24.2 Save for the breaches set out below, any breach of the conditions of this Contract by you, or by anyone living with you or by your invited guests, will constitute misconduct. The breach that will not constitute misconduct is your failure to pay the Accommodation Fee.
- 24.3 On any member of staff identifying or becoming aware of any breach or suspected breach by you of the terms of this Contract, that member of staff may refer the matter to the Director of Accommodation and Commercial Services (or any person authorised to act on their behalf).
- 24.4 If the matter is referred to the Director of Accommodation and Commercial Services (or any person authorised to act on their behalf) for disciplinary action under clause 24.3 above, the breach or suspected breach will be dealt with in accordance with the University Regulations as to the Discipline of Students.
- 24.5 If a breach of the Contract arises from your failure to pay the Accommodation Fee in accordance with the payment terms, we will be entitled to terminate the Contract in accordance with clause 25.
- 24.6 If you are experiencing any financial difficulties which may mean that you are unable to pay the Accommodation Fee when it is due, you should immediately contact the Income Office, The University of Sheffield, Level 6, Students Union Building, Western Bank, Sheffield S10 2TG or email residencefees@sheffield.ac.uk

YOUR RIGHT TO END THIS CONTRACT EARLY

25. **RIGHT TO TERMINATE**

- 25.1 You may terminate this Contract if we materially breach the terms of it and such breach is not remedied within a reasonable time of it being brought to our attention.
- 25.2 You may terminate this Contract before the end of the Period of Residence provided you are able to find a suitable replacement occupier who must be a full-time student at the University. The replacement must not already be in University Accommodation, or have an offer of Accommodation, provided by us and who will occupy the Accommodation immediately after you have left. You must submit details of the replacement occupier to the Accommodation

- Office who will consider the nominee's suitability before agreeing to the replacement. It is your responsibility to find a suitable replacement.
- 25.3 Once a replacement has been approved:
- 25.3.1 the new occupier must enter into an Accommodation Contract for the remainder of its duration;
- 25.3.2 you must pay an administration fee of £35 towards the administrative costs of dealing with the early termination (for the avoidance of doubt we may deduct this fee from the Deposit or from any other sum that would otherwise be refunded to you).
- For the avoidance of doubt, where you terminate as a result of clause 25.1, the provisions of this clause 25.3 shall not apply.
- 25.4 Where the student is released early from family or couple Accommodation other family members/partners must also vacate the Accommodation.
- 25.5 Applications under clause 25.2 will only be considered before the date eight weeks prior to the normal end date of this Contract.
- 25.6 You may also apply to terminate this Contract if you Withdraw or are taking authorised Leave of Absence from your programme of study at The University. You must first submit a completed Change of Status form through the relevant channels. These forms can be downloaded and information can be found at the following webpage please see www.sheffield.ac.uk/ssid/change-of-status. There is no guarantee that you will be released from the Contract.
- 25.7 Applications for early release from this Contract due to Withdrawing and Taking Leave of Absence must be made by notifying the Accommodation Office in writing stating:
- 25.7.1 if you are Withdrawing or taking Leave of Absence;
- 25.7.2 the date you intend to return your Keys and vacate the Accommodation; and
- 25.7.3 confirm you have submitted your Change of Status for authorisation by the University as per clause 25.6 (and provide us with a copy).
- 25.8 The Accommodation Office will notify you in writing within 10 working days of the outcome of the application for early release but only after the Change of Status form has been fully authorised by the University. At the same time, we will confirm the date this Contract will end which will be the end of the relevant payment period in which early release is granted. (provided you comply with clause 25.9).
- For the avoidance of doubt Payment Periods are different to Payment Dates.
- 25.9 Provided you have:
- 25.9.1 notified the Accommodation Office in accordance with clause 25.7;
- 25.9.2 removed your belongings from the Accommodation; and
- 25.9.3 returned the Keys to the Accommodation to your Customer Services Reception before the end of the relevant Payment Period;
- 25.9.4 then once your Change of Status form has been fully authorised you will be released from this Contract.
- 25.10 If you are released early you must
- 25.10.1 comply with clause 18; and
- 25.10.2 we may recover the losses suffered by the University as a result of the early termination. (For the avoidance of doubt, we may deduct this fee from the Deposit or from any other sum that would otherwise be refunded to you);
- 25.11 If we are able to re-let the Accommodation before the end of the relevant Payment Period, we will refund a proportion of pre-paid Rent to you so that there is no loss of new income to the University for the period when the Accommodation was unoccupied and there is no double charging for the period when a replacement student is in occupation.
- 25.12 For the avoidance of doubt we can make vacated Rooms available to other students for Room transfers and relocation but these will not be treated as replacement occupiers. Refunds of Accommodation Fees and release from liability to pay future instalments will only be given where the void caused by your early departure has been filled and there is no loss to us. We

shall be entitled to fill any Accommodation already vacant before allocating an occupier to the Accommodation.

OUR RIGHT TO END THIS CONTRACT EARLY

26. **RIGHT TO CANCEL BEFORE COMMENCEMENT OF OCCUPATION**

26.1 If you:

26.1.1 fail to pay any sums due to us in connection with any previous occupation by you of Accommodation provided by us; or

26.1.2 are in serious breach or have persistently breached the terms of the contract in connection with any previous occupation by you or accommodation provided by us, then we may cancel this Contract at any time prior to the start of the Period of Residence (but before payment by you of all such sums owed) by giving you 7 days' written notice.

26.2 If we cancel this Contract under clause 26.1 then we will refund any balance of the Advance Payment and/or Accommodation Fee which may have been paid in advance of occupation.

27. **TERMINATION FOR BREACH**

We may also terminate this Contract before the end of the Period of Residence in any of the following circumstances:

27.1 If you have failed to pay the Accommodation Fee; or

27.2 Where you have committed a serious breach or have persistently breached the conditions of this Contract and, having followed the procedure set out at clause 26 above, we have decided to terminate the Contract.

28. **TERMINATION FOR OTHER REASONS**

We may also terminate this Contract by giving you notice in any of the following circumstances:

28.1 if through no fault of your own your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation and we are unable to find you similar alternative Accommodation (despite our reasonable efforts) as a result of events beyond our control;

28.2 if you are no longer pursuing a full-time course of study at the University; or

28.3 if any information supplied by you, or on your behalf, in connection with your application to the University or for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.

29. **NOTICE AND EFFECT OF TERMINATION**

29.1 If we terminate this Contract in the circumstances set out in clauses 27 and 28 we will give you reasonable notice (taking into account the circumstances) that we are terminating the Contract. The notice period will not normally be less than four weeks but may be as little as twenty-four hours depending upon the reason for the termination.

29.2 The termination of the Contract will not affect our rights to claim against you for any loss or damage caused by any breach of the Contract by you, anyone authorised by us to live with you and/or your invited guests.

29.3 If the Contract is terminated and you do not move out of the Accommodation by the termination date, we will seek an order from the court requiring you to vacate. If you pose a serious risk to self or others, we reserve the right to obtain possession sooner.

- 29.4 If we terminate the Contract in the circumstances set out in clauses 27 or 28: you will cease to be responsible for the accommodation fee from the date of agreed Contract end date or return of Keys if this is later.

COMPLAINTS AND APPEALS

30. COMPLAINTS

- 30.1 If you wish to raise a complaint with regard to the condition of the premises or services provided, then you may do so via Accommodation and Commercial Services complaints procedure which you can view at www.shef.ac.uk/accommodation/complaints
- 30.2 If you wish to appeal against a decision taken pursuant to this Accommodation Contract then you should do this in writing to The Contract Review Panel, Accommodation Office, The Edge, 34 Endcliffe Crescent, Endcliffe, Sheffield S10 3ED or email accommodationoffice@sheffield.ac.uk. The Contract Review Panel will consider the appeal within 10 working days of receipt and will notify you of the decision in writing by email. The Panel will only consider appeals for the current academic year and it does not meet during the first 3 weeks of term or the Christmas and Easter Vacations.
- 30.3 For the avoidance of doubt, if we have decided, in accordance with the provisions of this Contract, to terminate this Contract and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Contract.

NOTICES

31. SERVICE OF NOTICES

All letters and notices sent by us to you will be properly served if they are given to you in person or by e-mail to your University address or if they are delivered by hand, by post, or by special delivery to the address provided by you.

32. CHANGE OF ADDRESS

You agree to notify The University Registry Department of any change to the address you provide to us when applying to us for the Accommodation (your permanent address).

33. THIRD PARTY NOTICES

You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us) in relation to the Accommodation and Residence.

34. UNIVERSITY ADDRESS FOR SERVICE

Any notices about the Accommodation or this Contract (including notices in proceedings) which you want to send to us should be sent to Accommodation & Commercial Services at the contact details shown on the front sheet of these Terms and Conditions of Residence.

SCHEDULE ONE
Family and Couples Accommodation

The following additional clauses apply where your Accommodation is intended for use by you and your partner or family:

1. You must not use the Accommodation other than for study purposes and as a private residence for you and your partner or immediate family and you must not share the Accommodation other than with members of your household.
2. You must ensure that all persons at the Accommodation who are under the age of 18 are adequately supervised and behave in a fit and proper manner at all times both in the Accommodation, the Residence or the Residence Grounds
3. If internet and telephone services are not provided as part of the Residence Contract (as specified in your Residence Contract Offer) you must seek permission from us to install them and you must notify Accommodation & Commercial Services of the supplier of these services
4. You must pay any Council Tax (payable for non-students living in the Accommodation) to the local authority for the whole of the Tenancy Period
5. You must not seek to change the supplier of any mains services
6. We can seek access to the Accommodation under clause 24 where notice of any issue has been reported to Accommodation and Commercial Services by a member of your household. We may also access your accommodation where we are entitled to do so under this Contract if you are not there but access is granted by a member of your household who is over the age of 18
7. You are responsible for the behaviour, in the Accommodation, the Residence, the Residence Grounds and the local neighbourhood surrounding the Residence and Residence Grounds, of any members of your household and invited guest (whether the invitation is express or implied
8. Clause 12 of the Terms and Conditions of Residence are not applicable to students on a Family or Couple Accommodation Contract, as there is no right to transfer accommodation
9. You are responsible for advising the Accommodation Office prior to moving in a full list, if relevant, of members of the household that will be residing in the Accommodation for reasons of Health and Safety and Fire Evacuation.

GLOSSARY

Words used in this Contract and in these Terms and Conditions of Residence have the following meanings:

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| "Accept" | means to formally accept the offer of the Accommodation on-line or by signing a paper copy of the Residence Contract or by moving into the Accommodation and "Accepted" and "Accepting" are to be interpreted accordingly; |
| "Accommodation" | means the Room, which includes in the case of a shared flat, studio flat, house or family residence, all shared areas in that flat or residence, or any alternative Accommodation where we have relocated you under this Contract; |
| "Accommodation Fee" | means the charges for your occupation of the Accommodation as stated in the Residence Contract; |
| "Accommodation and Commercial Services" | means the main Accommodation office at:- Accommodation and Commercial Services The University of Sheffield The Edge 34 Endcliffe Crescent Sheffield S10 3ED Tel: +44 114 222 4488; |
| "Code of Practice" | means the Universities UUK Code of Practice for the management of student housing a copy of which can be found at https://www.thesac.org.uk ; |
| "Communal Areas" | means any shared facility such as kitchen/pantry, bathroom, social or other room allocated to the Accommodation and those parts of the University property which are necessary for the purpose of gaining access to the Accommodation including lifts; |
| "Contents" | The fixtures, fittings, furnishings and equipment provided by the University for the Students sole or shared use; |
| "Contract" | means the Contract between us and you relating to the Accommodation and comprising: (i) the Residence Contract Offer; (ii) these Terms and Conditions of Residence; and (iii) the University Regulations as to the Discipline of Students; |
| "Deposit" | the sum specified on the Residence Contract Offer as the Deposit and held by us to cover damage and outstanding Accommodation fees; |
| "Disciplinary Regulations" | as set out in The Regulations as to the Discipline of Students http://www.sheffield.ac.uk/calendar ; |
| "Income Office" | means the Income Office, University of Sheffield, Level 6, Students Union Building, Western Bank, Sheffield, S10 2TG; |
| "Instalments of Fee" | the instalments of the Accommodation Fee as specified in the offer, or any of them; |
| "Inventory" | means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University; |
| "Keys" | means Keys, key cards, key fobs and other access devises to the Accommodation including to individual rooms, flats or Residence; |
| "Leave of Absence" | means an authorised break in studies. See www.sheffield.ac.uk/ssid/change-of-status ; |

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| "Neighbours" | means (as the case may be in the context of the relevant term or condition) anyone residing in any adjoining/adjacent room to the Accommodation and/or anyone living in the Residence and/or anyone (including for the avoidance of doubt people who are not students) living in the surrounding neighbourhood or locality of the Residence; |
| "Payment Dates" | the Payment Dates specified in the Residence Contract Offer, when Rent or the instalments of the Rent become due and as set out on the Accommodation website; |
| "Payment Periods" | the periods which in aggregate equal the Period of Residence in respect of which each Instalment of Fee relates; |
| "Period of Residence" | means the Period of Residence granted by this Contract starting and ending on the dates stated in the Residence Contract Offer unless the Contract ends earlier in accordance with the terms of this Contract; |
| "Rent" | the Rent specified in the Residence Contract Offer. The Rent includes those services which these Terms and Conditions require us to provide; |
| "Residence" | means the specific Residence named in the Residence Contract Offer; |
| "Residence Contract Offer" | means the on-line Contract or paper Contract issued to you by us confirming the details of our offer of the Accommodation; |
| "Residence Grounds" | means the external areas of the Accommodation which are owned by us including (but not limited to) any car parks, roads, gardens or landscaping which adjoin the Residence; |
| "Room" | means the Room at the Residence specified on the Residence Contract Information Page (and includes studio flats); |
| "Student Code of Conduct" | Provides guidance on students conduct https://www.sheffield.ac.uk/sss/student-code-of-conduct |
| "Sponsor" | means any person or organisation who is paying all or part of your Accommodation Fee directly to us, such as an employer or Government body or Embassy (but for the avoidance of doubt this does not include a member of your family); |
| "Terms and Conditions of Residence" | means this document and includes all policies and procedures and other documents referred to in it; |
| "University" | The University of Sheffield, whose address for all purposes relating to the Contract is Accommodation and Commercial Services, The Edge, 34 Endcliffe Crescent, Sheffield S10 3ED, Telephone +44(0) 114 222 2488. |