



The  
University  
Of  
Sheffield.

TERMS AND CONDITIONS OF THE RESIDENCE  
CONTRACT APPLICABLE TO  
UNIVERSITY/PARTNERSHIP ACCOMMODATION  
2018/19

*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** by these terms and conditions, which may **include** **paying for the full contractual period.**

If there is anything you do not understand or wish to discuss prior to Accepting this Contract, please contact:

Accommodation and Commercial Services  
The 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](mailto:accommodationoffice@sheffield.ac.uk)

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## WELCOME TO THE UNIVERSITY OF SHEFFIELD

We want you to enjoy living in your Accommodation during your time at the University of Sheffield. We believe it is important that we make it clear from the start of this Contract what you can expect of us and in turn what we will expect from you during the Contract.

The terms of the Contract comprise:

- (1) these Terms and Conditions of Residence;
- (2) the Residence Contract Offer;
- (3) University Regulations as to the Discipline of Students, which can be viewed at <http://www.sheffield.ac.uk/calendar>

Together, these documents set out your rights and responsibilities and our rights and responsibilities to you, and you should read all of these before Accepting the Contract. When you accept the offer of Accommodation made by us, the Residences Contract comes into effect. This will be done via the on-line system or if booked in person via signing a paper Contract. At the same time as you accept the offer, you must pay the Deposit and notify us of your chosen Payment Method for the Accommodation Fee.

These Terms and Conditions of Residence and the Residence Contract Offer contain certain words that have particular legal meanings. These words begin with capital letters so that you can immediately see them. There is a Glossary at the end of these Terms and Conditions of Residence that explains the legal meaning of these words.

You should take advice, if necessary, before making a commitment to take the Accommodation. Do not accept an offer of Accommodation until you have read and are sure that you understand the Contract. The Contract between us and you is regulated by English law, which, if you are an International student, you may find quite different to the law which applies in your own country.

You must pay your Accommodation Fee on time, and we expect you to look after your Accommodation. We want you to live in a peaceful environment free from anti-social behaviour and so we expect you to treat your Neighbours in the way you would like to be treated yourself.

Other students living in the same Residence as you have the same rights and responsibilities as you. We are committed to managing the Accommodation and the Residence in accordance with the best practice guidelines set out in the Code of Practice, which can be viewed at <http://www.universitiesuk.ac.uk>

These are all reasonable expectations. If we fail to meet our responsibilities under these guidelines and this Contract, we expect you to inform us and give us the opportunity to put things right. If you fail to meet your responsibilities under the Contract, we will inform you and, unless the failure is serious or is persistent, we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take disciplinary and/or legal action against you, which may result in you having to leave your Accommodation.

## 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.
- 1.2 If you move into the Accommodation without having Accepted the Contract, you will be deemed as having Accepted the Contract by your actions.
- 1.3 If the Contract has been Accepted by someone appearing to act on your behalf, we shall assume that you have given that person authority to act on your behalf and therefore to

Accept and will regard that Acceptance as binding on you unless you have notified us previously to the contrary.

- 1.4 If you are under 18 at the commencement of the Period of Residence you will be asked to provide details of a person over 18 years to guarantee your obligations. 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. The Contract will still be legally binding on you, but it will also be binding on the person standing as your guarantor if you do not comply with your obligations. Once you reach the age of 18, we will release your guarantor and you will become solely responsible for your obligations.
- 1.5 If someone other than you pay 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.
- 1.6 If you do not move into the Accommodation within 2 days of the commencement of the Contract and you have not contacted The Accommodation Office on email [latearrivals@sheffield.ac.uk](mailto:latearrivals@sheffield.ac.uk) to arrange a late arrival no later than 2 days prior to the start of the Contract then we have the right to re-let the room. Late arrivals must not be for more than 10 days after the start of the Contract and must be agreed by The Accommodation Office. 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 relet and there is no guarantee it will be re-let. For the avoidance of doubt you do not have the right to cancel.
- 1.7 If after applying and accepting the Residence Contract on or before the 31 July 2018, and you do not take up your place of study at The University of Sheffield in September 2018, the Accommodation Office will cancel your Residence Contract and arrange the deposit to be refunded and should any rental payment been made this will also be refunded.

## **2. NATURE OF CONTRACT**

- 2.1 This Contract takes effect as a licence because we reserve the right to relocate you in certain circumstances as set out in this Contract. Because this Contract is made by us, the University of Sheffield, an education institution, so that you can pursue a course of study at the University, this Contract is not an assured shorthold tenancy (unlike a contract with a private landlord). 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, the additional obligations set out in Schedule 2 will apply.
- 2.3 Where the Accommodation is designated as Catered Accommodation, the additional obligations set out in Schedule 3 will apply.

## **3. VARIATIONS TO CONTRACT**

With the exception of any changes as a result of government legislation, this Contract cannot be varied unless the variation has been agreed between you and us and the variation has been confirmed in writing by The Accommodation Office.

## **4. ENQUIRIES**

If there is anything you do not understand or if you have any other queries relating to this Contract please contact The Accommodation Office or, where you require advice on your rights under this Contract, seek advice from Student Union Advice Centre, a Citizens' Advice Bureau, a Law Centre or a solicitor.

## **5. DATA PROTECTION**

- 5.1 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.
- 5.2 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.

- 5.3 Examples of third parties we may need to make disclosure to include:
  - 5.3.1 organisations or individuals contracted by us to undertake services at the Residence, such as at Allen Court, St Vincent's Place;
  - 5.3.2 your Sponsor (if you have one);
  - 5.3.3 debt recovery or tracing agents;
  - 5.3.4 the Police or other public agencies.
- 5.4 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.
- 5.5 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.
- 5.6 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.

## **6. GOVERNING LAW AND ENFORCEABILITY**

This Contract is governed by English law. If any provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Contract is unaffected.

## **7. 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.

## **8. V.A.T.**

At the date of this Contract the Accommodation Fee is exempt from V.A.T. but we reserve the right to charge V.A.T. if it becomes payable during the Period of Residence, for example, if there is a change in the law.

# OUR RESPONSIBILITIES

## **9. SERVICES AND FACILITIES**

- 9.1 During the Period of Residence, we will provide the services and facilities set out in this clause 9. Please note, from time to time, there may be problems with the services and facilities and we will endeavour to resolve these as soon as possible, once we are aware of the problem. However, we will not be liable (and you will therefore not be entitled to claim compensation), 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 (unless it is caused by our negligence).  
Reasons outside our control would include, for example, mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes, student action or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the services.
- 9.2 We will repair the structure and exterior of the Accommodation and the Residence.
- 9.3 We will keep the Residence Grounds tidy and, as far as is reasonably practicable, free from waste or litter.
- 9.4 We will keep the footpaths in the Residence Grounds in repair and, as far as is reasonably practicable, free from obstruction.
- 9.5 We will provide kitchen, bathroom, toilet and shower facilities in the Residence and/or the Accommodation and make sure that they are kept repaired and in working order.
- 9.6 We will make sure all fixtures and fittings for water, gas, electricity and heating in the Accommodation and the Residence are kept repaired and in working order. We will provide an adequate supply of hot water for domestic use.
- 9.7 We will provide the Accommodation with such fixtures, fittings, furniture and equipment as detailed on the Inventory. Your responsibilities in relation to the Inventory are as follows:

- 9.7.1 You agree to check, complete and submit the Inventory online within 7 days of your contract commencing however if you move in later than this date you need to complete 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.
- 9.7.2 Where it is not possible to complete the Inventory online a paper inventory will be provided at time of moving in and this must be returned to Customer Services no later than 7 days of moving in.
- 9.7.3 We expect you to notify us, using the online system if there is a problem with your Accommodation. Once you have notified us through the online system 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).
- 9.8 If there is any damage to the Accommodation, the Accommodation contents or the Communal Areas, or if there are any items missing at the end of the tenancy you may find it difficult to prove that you were not responsible, if you fail to report the problem at the start of the tenancy.
- 9.9 We will 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.
- 9.10 We will make sure that the Communal Areas are kept repaired within a reasonable period of time (except where the breakage or damage is attributable to the residents or their visitors) and are regularly serviced.
- 9.11 We will 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.
- 9.12 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, 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).
- 10. INSURANCE**
- 10.1 We will insure the Residence against fire and other risks which we reasonably consider necessary.
- 10.2 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 yourself at your own cost. Information on our block policy of insurance is available at [www.cover4insurance.com/sheffield-university](http://www.cover4insurance.com/sheffield-university)

## YOUR RESPONSIBILITIES

### **11. ACCOMMODATION FEES**

- 11.1 You must pay the Accommodation Fee during the Period of Residence in instalments in advance on the dates and in accordance with the payment terms set out in the table at paragraph 4 of Schedule One.
- 11.2 Your obligation to pay the Accommodation Fee on the dates set out in Schedule One applies:
- 11.2.1 WHETHER OR NOT you move into the Accommodation; and
- 11.2.2 irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Accommodation Fee); and
- 11.2.3 irrespective of individual course dates which may start later or finish earlier than the Period of Residence.
- 11.3 If the whole or any part of the Accommodation Fee remains unpaid in breach of the payment terms, we will charge you an administrative charge of £35 for each payment that is not paid

when it is due. This is to cover our administration expenses in chasing you for payment of any Accommodation Fee arrears.

- 11.4 If your Accommodation Fee is being paid for you by a Sponsor, you must provide full details of the Sponsor to the University and provide written proof of their agreement to be your Sponsor. This will usually be a copy of the letter they send to you confirming your sponsorship by them. If the Sponsor 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.
- 11.5 You must also pay our reasonable costs incurred if we have to take legal action against you for non-payment of the Accommodation Fee.

## **12. DEPOSIT**

- 12.1 You agree to pay the Deposit in advance when you accept the offer of Accommodation and this Contract comes into effect. This must be on or before the closing date on the Residences Contract Offer.
- 12.2 The Deposit is held both as a security deposit (non-refundable) to secure your Accommodation and, once you take up the Accommodation, as a damage deposit for the duration of the Contract.
- 12.3 For students applying and accepting the Residence Contract on or before 31 July 2018 who do not subsequently come to The University of Sheffield to study in September 2018 and had the contract cancelled by the Accommodation Office the deposit will be refunded.
- 12.4 The Deposit can be used by us to cover our losses in the event of you failing to perform your obligations set on in this Contract. If your breach of the terms of this Contract causes us losses in excess of the Deposit, we will claim the balance from you and will invoice you accordingly.
- 12.5 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.
- 12.6 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.
- 12.7 If you do not take up residence in the Accommodation then in addition to our right to charge you the Accommodation Fee until the period the Accommodation is relet (if we are able to relet it) in accordance with clause 1.6 we may also deduct from the Deposit our reasonable administration charges for reletting the Accommodation.
- 12.8 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.

## **13. SHARING THE ACCOMMODATION**

- 13.1 Unless the Residence Contract Offer states that the provisions of Schedule 2 apply to you or we otherwise agree different arrangements with you in writing, only you can live in the Accommodation.
- 13.2 If you live in an area with students on similar study years e.g. continuing undergraduates or postgraduates, and or have self-selected your own room we will endeavour to allow similar students to move into any vacant rooms within the flat or accommodation but we have the right to offer the vacant rooms to different student types both prior to the commencement of this Contract and during the Period of Residence.
- 13.3 You must not use the Accommodation for any other purpose than as study and living accommodation.
- 13.4 You agree not to transfer your rights under this Contract or sublet the Accommodation and you also agree not to allow any person to live in the Accommodation other than the person named in the Residence Information Page.



## **14. VISITORS AND GUESTS**

- 14.1 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 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 break the terms of this Contract. If they do, you may be held responsible for any damage, undue wear and tear, misconduct or disturbance caused and you and that person could face disciplinary and/or legal action.
- 14.2 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 and/or to safeguard our property.
- 14.3 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 on 48 hours' notice if in our reasonable opinion it is necessary to do so for the safety and well-being of other occupants of the Residence and/or to safeguard our property.

## **15. TRANSFER OF ROOMS**

- 15.1 You agree not to move to another room within the Residence, or to any other accommodation provided by us, without first applying to transfer to alternative accommodation by completing a transfer request form, either available online or by contacting The Accommodation Office. All transfer requests are subject to availability and applications will not be considered until 4 weeks after the collection of keys. No exchanges or transfers are permitted in the final Payment Period, after 9 April 2019, comprising the Period of Residence (as set out in Schedule One).
- 15.2 If you are permitted to move following a transfer request, all the terms and conditions of this Contract are transferable to the new accommodation, with the exception of the Accommodation Fee which will (subject to clause 26.4) be payable at the rate applicable to the new accommodation from the date you move into the new accommodation; and
- 15.3 We will charge you a transfer administration fee of £35.00 towards the cost of preparing the new contract and the additional accommodation inspection. This must be paid within 7 days of the keys to the new accommodation being released.
- 15.4 You must have paid all sums due under this Contract before the keys to the new accommodation are released to you.
- 15.5 Removal of personal items from the Accommodation to the new accommodation will be your responsibility and at your expense.
- 15.6 All keys and other access devices must be returned to Customer Services on the date you leave the Accommodation.

## **16. RESPECT FOR OTHERS**

- You agree to have and to show respect for other persons living and/or working in the Residence, your Neighbours and other local residents at all times including (but not limited to):
- 16.1 Not doing anything which causes or is likely to cause a nuisance or annoyance;
- 16.2 Not doing anything which interferes with the peace, comfort, or convenience, including (but not limited to) drunken, indecent, disorderly, threatening or offensive behaviour and/or language;
- 16.3 Keeping noise at a level that does not interfere with the study, sleep or comfort of staff, contractors and your Neighbours. In particular, you agree not to make or allow any loud noise between the quiet periods from 23.00 hours and 07.00 hours each day and at all times in the week before and throughout 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. If you do not do so, it will be regarded as a serious breach of this Contract;
- 16.4 Not harassing or threatening 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. We consider that a breach of this clause is a serious breach of this Contract and if you, someone living with you or one of

- your invited guests, breaches this clause we may terminate this Contract on short notice;
- 16.5 Not bringing into either 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; We consider that a breach of this clause is a serious breach of this Contract and if you, someone living with you or one of your invited guests, breaches this clause we may terminate this Contract on short notice;
- 16.6 Not working on cycles in the Accommodation or the Residence and not working on motor vehicles, and motor cycles in the Accommodation or the Residences or the Residence Grounds;
- 16.7 Not allowing 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. We consider that a breach of this clause is a serious breach of this Contract and if you, someone living with you or one of your invited guests, breaches this clause we may terminate this Contract on short notice;
- 16.8 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. We consider that a breach of this clause is a serious breach of this Contract and if you breach this clause we may terminate this Contract on short notice.
- 16.9 Behaving with respect and consideration towards other members of the University, your Neighbours, staff, contractors and any authorised guest or visitor to the University. 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;
- 16.10 Not smoking in the Accommodation or the Residence within 2 metres of any door or window otherwise this will be a breach of Accommodation & Commercial Services and The University Smoking Policy.
- 16.11 Not engaging in behaviour likely to cause injury or impair safety in the Accommodation, Residence or Residence Grounds. This includes (but is not limited to) not throwing anything from the balconies or windows of either the Accommodation or the Residence;
- 16.12 Not placing any item on the balconies, external window ledges, and railings, of either the Accommodation or the Residence, for example milk cartons, plant pots, bicycles, etc.
- 16.13 Not bringing into the Accommodation or the Residence any article that we consider constitutes an obstruction, is dangerous and/or may be a fire or safety risk i.e. cycles. If you do, we are entitled at your expense to remove the article from the Residence or Accommodation and will notify you of that, confirming the item that has been confiscated and who you should contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence unless we agree arrangements for its safe storage.
- 17. REPAIRS, MAINTENANCE AND ALTERATIONS**
- 17.1 You agree to keep the inside of the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation.
- 17.2 You agree to regularly remove rubbish and recycling from the Accommodation in a safe manner and safely place it in the designated area at the Residence;
- 17.3 You agree to take reasonable care of all furniture and equipment provided by us in the Accommodation and detailed in the Inventory.
- 17.4 You agree that you will not leave any personal belongings or other obstacle in the Communal Areas or the Residence Grounds and you will not make dirty or untidy the Communal Areas or the Residence Grounds. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the cost of doing so.
- 17.5 You agree not to 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. If we have to do any work arising

from a breach by you of this clause, we will charge you with the cost of that work and this cost will be payable by you on demand.

17.6 You agree not to fit or install any satellite dish, television or radio aerial or change the supply of electricity, gas or water to the Accommodation.

17.7 You agree not 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. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture, electrical items, fridges and freezers that you have brought into the Accommodation without our permission and/or which does not comply with legislation.

17.8 You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Customer Service Reception online, via telephone or in person.

## 18. 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 (but is not limited to) complying with the health and safety regulations that can be found at <https://hs.shef.ac.uk/attachments/170?updated=1491572918>. You must also comply with the following obligations:

18.1 Electrical appliances

You agree:

18.1.1 to be responsible for ensuring that your own electrical equipment is appropriately tested in line with our requirements before bringing the item into the Accommodation or the Residence;

18.1.2 to ensure that each of your own electrical appliances is fitted with the correct fuse and that only one appliance is wired to one plug and one socket used per plug.

18.1.3 not to use cooking equipment, kettles, toasters, rice cookers or other similar electrical cooking in study bedrooms, unless your bedroom has a designated kitchen with cooking equipment provided by us, e.g. a studio flat. Cooking equipment should only be used within a kitchen.

18.1.4 not to bring heating equipment into the Accommodation or the Residence

18.2 Fire safety

You agree to adhere to all fire regulations and respond to fire alarms. 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>. These regulations include (but are not limited to) the following obligations with which you must comply:

18.2.1 if you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point;

18.2.2 you agree 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) and evacuate the Accommodation and/or the Residence on every occasion that the fire alarm rings continuously and co-operate at all times with staff, security and contractors and the emergency services;

18.2.3 if you suspect that any item of safety equipment is defective or has been used, you will promptly inform Customer Services of this;

18.2.4 you agree not to obstruct Communal areas or fire escape routes nor prop open, or otherwise tamper with the fire doors as they are designed to reduce the spread of fire. All fire doors have door closers, which you agree not to impede or disconnect;

18.2.5 you agree not to abuse, interfere or otherwise tamper with any of the fire prevention equipment. This is illegal and puts your life and that of your Neighbours at high risk.

18.2.6 you agree not 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:

18.2.6.1 candles, incense sticks/burners, oil lamps or other naked flame;

18.2.6.2 fireworks;

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

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

18.2.6.5 deep-fat fryer/chip pan;

18.2.7 you agree not to leave your cooking unattended at any time

18.2.8 you agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety regulations;

- 18.3 **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.
- 18.4 **Security**  
You must ensure that your Accommodation and the Residence are left secure. This includes (but is not limited to):
- 18.4.1 keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by staff, security and/or contractors may result in a charge being made to you by way of compensation for the time spent in letting you in to the Residence and/or the Accommodation;
- 18.4.2 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;
- 18.4.3 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;
- 18.4.4 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;
- 18.4.5 not letting anyone you do not know into the Residence;
- 18.4.6 accompanying your invited guests at all times;
- 18.4.7 being vigilant and reporting promptly any suspicious events to Security.
- 18.5 **Access**  
You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 24 below to carry out our obligations and inspections.
- 19. PETS**  
You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence or within the Residence Grounds. Assistance dogs are permitted by prior arrangement with Accommodation Office.
- 20. PAYMENT FOR LOSS OR DAMAGE**
- 20.1 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. This includes (but is not limited to) any costs properly incurred by us in arranging any additional cleaning required, key or lock replacement where needed, collecting arrears, paying professional advisors and costs in relation to court proceedings.
- 20.2 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 a fair and reasonable proportion of the reasonable cost of making good any loss or damaged caused.
- 20.3 Typical charges for damage and additional cleaning can be found in your guide to breaking stuff. These charges are a guide for standard items. The charge could be higher or lower depending on a number of factors including, but not limited to, the location and size of the accommodation, charges incurred for labour and materials, administrative costs and managerial time.
- 20.4 You must pay for the cost of issuing and purchasing of replacement lost/stolen keys/cards, as listed in the typical charges for damage and additional cleaning referred to above.
- 20.5 If for any reason you cause us to become liable for Council Tax for the Accommodation (for example, because you are no longer a full time student, in full time employment or claim social security benefits) then you will repay to us within 14 days of written demand any sums paid by us to the local authority in respect of such Council Tax.
- 21. WHEN YOU LEAVE**  
At the end of the Contract you agree:
- 21.1 to vacate the Accommodation no later than 10.00 a.m. (unless advised otherwise) on either the last day of the Period of Residence or the last day of the Contract, if ended earlier;
- 21.2 to return all keys, key fobs, key cards, post keys and laundry cards to Customer Services. If keys, key fobs, key cards, post keys and laundry cards are not returned, we will have to either

- fit new locks or replace the key fob, key card or laundry card and we will charge you with the full cost of this;
- 21.3 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.
- 21.4 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.
- 21.5 if you leave any items that the staff identify as rubbish in the Accommodation, 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. If you do not comply with your obligations under this clause and as a result we have to clean or clear the Accommodation, we will charge you with the cost of this;
- 21.6 that if you do not leave the Accommodation by the time required in clause 21.1 and we have to take action (which may include legal action) against you to require you to move out of the Accommodation you will pay all proper costs (including legal costs) that we incur together with all damage and loss we suffer (including, but not limited to, loss of income) as a result of you failing to leave.

## OUR RIGHTS

### **22. 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).

### **23. GUARANTEES OF ACCOMMODATION**

Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Contract is terminated or suspended for any reason in accordance with this Contract.

### **24. ACCESS AND INSPECTION**

- 24.1 We have the right to enter the Accommodation to clean, inspect, repair, viewing your room on Open Days, and visits, maintenance or repair or for any other reasonable purpose at reasonable hours of the day.
- 24.2 If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours' written notice (but whenever possible we will aim to give you 5 - 7 days' notice) before entering the Accommodation. In that notice we will state the date (or where the visit may take place on one of a number of days, the range of dates) and purpose of the visit. Advance notice will not be given in the case of an emergency or if you are in breach of clause 18 of this Contract (Safety and Security) and have been informed in writing by us that inspections without notice are deemed necessary to protect your own well-being or the well-being and safety of others or to prevent damage to the Accommodation. In the case of an emergency or a breach of clause 18, entry may be at any time.
- 24.3 If you have reported to us the need for a repair in the Accommodation, we have the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours without having given you advance notice of our visit unless, when reporting the repair, you ask us to provide you with advance notice in accordance with clause 24.2.
- 24.4 If you are not in the Accommodation when we call on a visit that we have either arranged in advance (in accordance with clause 24.2) or which arises as a result of you having reported a repair to us (in accordance with clause 24.3), you agree that we may enter the Accommodation, using our duplicate keys, unless you have previously informed us and proposed a reasonable alternative arrangement.
- 24.5 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. If we have to force entry because of your neglect or misuse of the Accommodation or your failure

- to report repairs, we will charge you with the reasonable cost of having to force entry and repairing any associated damage;
- 24.6 If we incur costs when calling on a pre-arranged visit because access is refused or we cannot enter the Accommodation in accordance with clause 24.1 (because you have given us specific instructions to the contrary and you are not in when we visit), we may charge you with the cost of this.
- 24.7 If we have to take legal action to enforce the right of entry, we will ask the court for an order for the cost of the legal action to be paid by you.
- 24.8 Inspections of the Accommodation are carried out during the course of this Contract and you will be notified of the inspection in line with clause 24.2. Following any inspection of the Accommodation, if we consider (acting reasonably) that additional cleaning is required we will first issue you with a warning saying so. If the Accommodation is not returned to a satisfactory condition by the next inspection, we may arrange for any necessary work to be undertaken and may charge you and those that you share with in relation to communal areas, for the cost of us undertaking the cleaning ourselves.

## **25. 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 was caused by our negligence.

## **26. RIGHT TO RELOCATE**

- 26.1 We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to) where:
- 26.1.1 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;
- 26.1.2 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);
- 26.1.3 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);
- 26.1.4 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);
- 26.2 We reserve the right to require you to move to alternative accommodation, notice covered below, where we reasonably consider, because of 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.
- 26.3 If we request you to relocate under clause 0 and or 26.3;
- 26.3.1 we will give you written notice of this and give you details of the similar alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar 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;
- 26.3.2 if the Accommodation Fee for the similar alternative accommodation is more than the Accommodation Fee that you are paying, because you are moving room type or from non-catered accommodation to catered accommodation or for any other reason, we will not charge you the higher Accommodation Fee;
- 26.3.3 subject to clause 0 if the Accommodation Fee for the similar 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 into the similar alternative accommodation;
- 26.3.4 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 7 days after the date of the written notice that we have given to you under clause 27. 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

- 26.3.5 Accommodation Fee you have paid in respect of the period after the termination date; 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.
- 26.4 If you are moving from catered accommodation to non-catered accommodation, unless we in our absolute discretion agree to waive such requirement, you will continue to pay the catered accommodation fee up to and including the day you move out.
- 27. RIGHT TO TEMPORARILY SUSPEND YOUR RIGHT TO OCCUPY**
- 27.1 If you have committed, or 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 breach or the suspected breach. We will only suspend you if we consider (acting reasonably) that your continued presence in the Accommodation, Residence or Residential Grounds will constitute a threat to life, limb or wellbeing of any person and/or may involve criminal damage/activity to property.
- 27.2 If, under the University Regulations as to the Discipline of Students, you are suspended, you may also be suspended from the Accommodation.
- 27.3 During such suspension, we are under no obligation to provide you with any alternative accommodation.

#### PROCEDURE FOR DEALING WITH YOUR BREACHES

- 28. PROCEDURE**
- 28.1 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 28.2 to 28.5 below.
- 28.2 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.
- 28.3 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) for disciplinary action and/or for action to be taken under the terms and conditions of Residence.
- 28.4 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 28.3 above, the breach or suspected breach will be dealt with in accordance with the University Regulations as to the Discipline of Students (found at <http://www.sheffield.ac.uk/calendar>).
- 28.5 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 32.
- 28.6 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

#### YOUR RIGHT TO END THIS CONTRACT EARLY

- 29. LEGALLY BINDING CONTRACT**
- Do not sign this Contract unless you intend to be legally bound by its terms. You have no right to cancel this Contract once you have signed it and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this contract. If there is anything you do not understand or wish to discuss, please contact The Accommodation Office before signing this Contract.

### **30. RIGHT TO TERMINATE**

- 30.1 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 and is not already in accommodation, or has 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.
- 30.2 Once a replacement has been approved:
- 30.2.1 the new occupier must enter into an Accommodation Contract for the remainder of its duration;
- 30.2.2 you must pay an administration fee of £35.00 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).
- 30.3 Where the student is released early from family or couple accommodation other family members/partners must also vacate the Accommodation.
- 30.4 Applications under clause 30.1 will only be considered before the date eight weeks prior to the normal end date of this Contract.
- 30.5 You may also apply to terminate this Contract if you Withdraw or are taking authorised Leave of Absence from your programme of study. 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](http://www.sheffield.ac.uk/ssid/change-of-status). There is no guarantee that you will be released from the Contract.
- 30.6 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:
- 30.6.1 if you are Withdrawing or taking Leave of Absence;
- 30.6.2 the date you intend to return your keys and vacate the Accommodation; and
- 30.6.3 confirm you have submitted your Change of Status for authorisation by the University as per clause 30.5 (and provide us with a copy).
- 30.7 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 (provided you comply with clause 30.8). For example:
- 30.7.1 Your Change of Status form is submitted through relevant channels on the 10 October, written notice is submitted 11 October and the keys are returned 15 October: Once the Change of Status is fully authorised you would be considered for release from end of first Payment Period. (see table at paragraph 4 of Schedule One)
- 30.7.2 Your Change of Status form is submitted through relevant channels on 12 January, written notice submitted on 14 January and the keys are returned 15 January: Once the Change of Status is fully authorised you would be considered for release from end of second Payment Period. (see table at paragraph 4 of Schedule One)
- 30.7.3 Your Change of Status form is submitted through the relevant channels on 21 April, written notice is submitted 30 April and the keys are returned 5 May: You would be liable for rent for the remainder of the Period of Residence. (see table at paragraph 4 of Schedule One)  
For the avoidance of doubt Payment Periods are different to Payment Dates
- 30.8 Provided you have:
- 30.8.1 notified the Accommodation Office in accordance with clause 30.6,
- 30.8.2 removed your belongings from the Accommodation; and
- 30.8.3 returned the keys to the Accommodation to your Customer Services Reception before the end of the relevant Payment Period (see table at paragraph 4 of Schedule One); then once your Change of Status form has been fully authorised you will be released from this Contract.
- 30.9 If you are released early you must:
- 30.9.1 pay the Accommodation Fee up to the end of the relevant payment period in which early release was granted (see table at paragraph 4 of Schedule One);
- 30.9.2 return all keys to the Accommodation to your Customer Services Reception on the day of your departure together with all other access devices as per clause 21; and



- 30.9.3 pay an administrative fee of £50 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).
- 30.10 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.
- 30.11 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

### **31. RIGHT TO CANCEL BEFORE COMMENCEMENT OF OCCUPATION**

- 31.1 If you:
- 31.1.1 fail to pay any sums due to us whether in connection with any previous occupation by you of any accommodation provided by us (whether or not owned or managed by us or a third party) BEFORE you vacated that previous accommodation; or
- 31.1.2 are in serious breach or have persistently breached the terms of your contract for that other accommodation 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.
- 31.1.3 are a new student commencing your studies for the full academic year 2018/19 and applied for accommodation prior to 31 July 2018 and you do not come to The University to study in September 2018 then you will be released from your Contract following written notification of this
- 31.2 If we cancel this Contract under clause 31.1 then we will refund any balance of the Advance Payment and/or Accommodation Fee that you have paid after deduction of the amount of any sums due in relation to your previous accommodation.

### **32. TERMINATION FOR BREACH**

- We may also terminate this Contract before the end of the Period of Residence in any of the following circumstances:
- 32.1 If you have failed to pay the Accommodation Fee; or
- 32.2 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 31 above, we have decided to terminate the Contract.

### **33. TERMINATION FOR OTHER REASONS**

- We may also terminate this Contract by giving you notice in any of the following circumstances:
- 33.1 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;
- 33.2 if you are no longer pursuing a full time course of study at the University;
- 33.3 where we reasonably consider that, because:
- 33.3.1 of your behaviour; or
- 33.3.2 of any other reason (for example, an infestation by insects or an outbreak of an infectious disease)
- 33.4 it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;
- 33.5 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; or
- 33.6 if for any reason you or (in the case of any couple/family accommodation) any other occupier of the Accommodation cause us to become liable for Council Tax (because you or any other occupier are in full time employment or claim social security benefits) for the Residence.

#### **34. NOTICE AND EFFECT OF TERMINATION**

- 34.1 If we terminate this Contract in the circumstances set out in clauses 32 and 33 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.
- 34.2 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.
- 34.3 If the Contract is terminated and you do not move out of the Accommodation by the termination date, we will only be able to force you to move out if we obtain a court order. You will be obliged to pay our proper costs (including legal costs) that we incur in taking such action and we will ask the court to make an order requiring you to pay these costs.
- 34.4 If we terminate the Contract in the circumstances set out in clauses 32, or 33:
- 34.4.1 (save where the termination is because of the reasons set out in clause 33.1) you will still be obliged to pay, to the extent you have not already paid, that instalment (or instalments) of the Accommodation Fee that should have been paid before the Contract was terminated, even if that sum covers a period which extends beyond the termination date. (Where you are paying by instalments this would include all instalments due where the date on which the instalment was due to be paid was before the date the Contract was terminated); but
- 34.4.2 if we are able to re-let the Accommodation, we will refund any part of your Accommodation Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

### **COMPLAINTS AND APPEALS**

#### **35. COMPLAINTS**

- 35.1 If you wish to raise a complaint with regard to the condition of the premises, then you may do so via Accommodation and Commercial Services complaints procedure which you can view at [www.shef.ac.uk/accommodation/policiesandprocedures.html](http://www.shef.ac.uk/accommodation/policiesandprocedures.html)
- 35.2 If you wish to appeal against the 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](mailto:accommodationoffice@sheffield.ac.uk). The Contract Review Panel will consider appeals within 15 working days of receipt and will notify you of the decision in writing by post or 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. There is no obligation on the Contract Review Panel to give detailed reasons for its decision.
- 35.3 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**

#### **36. SERVICE OF NOTICES**

- 36.1 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 you at:
- 36.2 the Accommodation and/or;

- 36.3 the address you provide to us when applying to us for the Accommodation or such other address that you have notified us of in accordance with clause 37.
- 36.4 A notice sent by the following means is to be treated as having been received:
- 36.4.1 if delivered by hand, on the day of delivery; or
- 36.4.2 if sent by special or recorded delivery, on the first working day after posting or;
- 36.4.3 if sent by first class post, on the second working day after posting.

**37. 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.

**38. 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).

**39. 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.

**SCHEDULE ONE**  
**Accommodation Fee**

**1. TERMS AND CONDITIONS CONCERNING PAYMENT OF ACCOMMODATION FEE**

- 1.1 Your Accommodation Fee must be paid either:
- 1.1.1 in full, (i.e. in one instalment), by the due date as stated on the Residence Contract Information Page; or
- 1.1.2 by instalments in accordance with the payment dates set out in the table at paragraph 1.5 below.
- 1.2 You can pay by direct debit, debit card and credit card (unless an alternative payment method has been agreed) in advance on or before the payment dates.
- 1.3 Please note that a Direct Debit can only be set up from UK bank current accounts and not savings or deposit accounts.
- 1.4 The following are a guide to the Payment Dates applicable to your Contract:

| <b>Payment Dates</b><br>→                      | <b>1 October 2018</b>               | <b>16 January 2019</b>                 | <b>29 April 2019</b>                   |
|--|-------------------------------------|--|--|
| <b>Contract length</b>                         | 1 <sup>st</sup> Payment Period<br>↓ | 2 <sup>nd</sup> Payment Period<br>↓    | 3 <sup>rd</sup> Payment Period<br>↓    |
| <b>42 weeks</b>                                | 15 Sep to 4 Jan<br>16 Sep to 4 Jan  | 4 Jan to 9 April<br>4 Jan to 9 April   | 9 April to 6 Jul<br>9 April to 7 Jul   |
| <b>51 weeks</b>                                | 15 Sep to 4 Jan<br>16 Sep to 4 Jan  | 4 Jan to 29 April<br>4 Jan to 29 April | 29 April to 7 Sep<br>29 April to 8 Sep |
| <b>1<sup>st</sup> Semester Students only**</b> | 15 Sep to 2 Feb                     |  | -                                      |
| <b>Payment Dates</b>                           | <b>29 August 2018</b>               | <b>16 January 2019</b>                 | <b>29 April 2019</b>                   |
| <b>52 weeks</b>                                | 1 Aug to 16 Dec                     | 16 Dec to 29 April                     | 29 April to 1 Aug                      |
| <b>Payment Dates</b>                           | <b>13 February 2019</b>             |  |  |
| <b>2<sup>nd</sup> Semester Students only**</b> | 2 Feb to 6 Jul 2019                 |  |  |

- 1.5 Please note: The payment dates for the Accommodation Fee as set out above are different to semester dates. This is because this Contract for the Accommodation starts and ends before the standard University academic semesters. Payment dates are different to payment periods.

**2. SPONSORS**

- 2.1 If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf on the same payment dates as set out at paragraph 1.5 above.
- 2.2 If you are paying part of the Accommodation Fee yourself, you will also need to pay as set out above.
- 2.3 If your Sponsor fails to pay in accordance with these terms you remain responsible for the full payment of the Accommodation Fee. We will contact you if we have problems recovering money from your Sponsor.

**3. TERMS AND CONDITIONS CONCERNING PAYMENT OF DEPOSIT**

- 3.1 Your Deposit must be paid at the time of Accepting the Contract by credit card or debit card on-line. If you have difficulty paying online, you must telephone or email Residences Fees Office, [residencefees@sheffield.ac.uk](mailto:residencefees@sheffield.ac.uk)
- 3.2 If you have elected to pay the Deposit by Credit or Debit card, you must enter the details on the secure payment screen when you Accept this Contract on-line. If you Accept this Contract by signing a paper copy of the Residence Contract Information Page you may enter the site [www.sheffield.ac.uk/payments](http://www.sheffield.ac.uk/payments) to make the payment at any time up to 7 days from the offer being sent to you. Please note that we do not accept American Express cards.



**SCHEDULE TWO**  
**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. Notwithstanding paragraph 1 above, you must not exceed the maximum number of occupiers specified in the Residence Contract Offer.
3. 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.
4. If internet and telephone services are not provided as part of the Residence Contract you must seek permission from us to install them and if authorised to do so, you must notify Accommodation & Commercial Services of the supplier of these services. Please note, however, that the installation of telephone/internet services and satellite receiving devices are not permitted in accommodation located within Endcliffe and Ranmoor.
5. 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.
6. If the Accommodation includes a private garden, you must keep the garden clear of litter and keep the garden area tidy.
7. We will monitor energy consumption at the Accommodation and if we reasonably consider that consumption exceeds what might reasonably be expected for the Accommodation (as measured in earlier years or by comparison with similar Accommodation) we shall be entitled to make a charge for that excessive usage at the rate we are charged by the relevant energy supplier. Information relating to this would be shared with you prior to any charges being made.
8. If we charge you for energy pursuant to paragraph 7 above, we will notify you in writing of:
  - 8.1 the actual consumption and the normal consumption;
  - 8.2 the price per unit charged;and we will provide proof of the bills/charges made by the relevant energy supplier.
9. Any dispute about the energy charges must be raised with us within 7 days of receiving the information in paragraph 8 above and such disputes will be treated in accordance with clause 36.
10. You must pay the energy charges to us within 14 days of demand, or within 7 days of the charges being confirmed as payable following a dispute, whichever is later.
11. You must not seek to change the supplier of any mains services.
12. 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.
13. 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
14. Clause 15 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.
15. 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.

**SCHEDULE THREE**  
**Catered Accommodation Meal Plan**

1. Where the Accommodation is catered we will provide you with a meal plan for 31 weeks of the 42-week contract.
2. The meal plan will be available with the week commencing each) during the periods shown in the table set out at paragraph 4 below. This meal plan will allow you to purchase food and non-alcoholic drinks in Genius outlets.
3. No meals will be provided during the Christmas and Easter vacation periods or after 9 June 2018.
4. Catered meal plan is available-for each week during the following periods:

| From                   | To                        |
|------------------------|---------------------------|
| Sunday 16 Sept 2018    | Saturday 15 December 2018 |
| Sunday 13 January 2019 | Saturday 6 April 2019     |
| Sunday 28 April 2019   | Saturday 8 June 2019      |

5. The meal plan is not transferable and must only be used by the registered account holder. We reserve the right to block the card not being used by the account holder and to refer any misuse for disciplinary action. Catering meal plan is credited to you weekly allowance and forms part of the Accommodation Fee and is not therefore refundable as a separate cash sum.
6. We will not be responsible for any losses incurred on lost or stolen cards.
7. Where the accommodation ceases to be a catered property within the Residence Contract period a full refund of unused catering allowance will be refunded as required.

## GLOSSARY

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

|                                       |  |
|---------------------------------------|--|
| "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 & Commercial Services" | means the main Accommodation Office at:<br>Accommodation and Commercial Services<br>The University of Sheffield<br>The Edge<br>34 Endcliffe Crescent<br>Sheffield<br>S10 3ED<br>Tel: +44(0)114 222 4488<br>Email: <a href="mailto:accommodationoffice@sheffield.ac.uk">accommodationoffice@sheffield.ac.uk</a> ; |
| "Code of Practice"                    | means the Universities UUK code of practice for the management of student housing a copy of which can be found at <a href="https://www.thesac.org.uk">https://www.thesac.org.uk</a>  |
| "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:<br>the Residences Contract Offer;<br>these Terms and Conditions of Residence; and<br>the University Regulations as to the Discipline of Students ;   |
| "Deposit"                             | the sum specified on the Residences Contract Offer as the deposit paid to reserve the Accommodation and which once the Period of Residence has commenced is held by us as a damage deposit as security for the payment of the costs of any damage caused for which you are liable to pay under this Contract;    |
| "Disciplinary Regulations"            | as set out in The Regulations as to the Discipline of Students<br><a href="http://www.sheffield.ac.uk/calendar">http://www.sheffield.ac.uk/calendar</a> ;  |
| "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 devices to the Accommodation including to individual rooms, flats or Residence;   |
| "Leave of Absence"                  | means an authorised break in studies. See <a href="http://www.sheffield.ac.uk/ssid/change-of-status">www.sheffield.ac.uk/ssid/change-of-status</a>   |
| "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 in paragraph 4 of Schedule One;  |
| "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;  |
| "Residences 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);  |
| "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) 114 222 488.   |

*DACbeachcroft February 2018*