

#### CATERING AND ACCOMMODATION LICENCE

#### 2022/23

Students who choose to live in Halls of Residence at Myerscough College's Preston campus are required to unconditionally accept all the regulations and procedures set out in this document and the accompanying **Living in Halls of Residence** guidance booklet. Please note the Accommodation License is a legally binding document, between the College and the occupier/student, that should be read and acknowledged in conjunction with the **Positive Behaviour Policy** and **Student Charter** when completing the accommodation booking process.

By occupying the accommodation, you are accepting all terms and conditions within this contract. Lack of response or signature does not mean that the terms and conditions do not apply. If you wish to discuss any terms and conditions within this contract, with a view to an amendment being made, this must be done in writing to <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> at least one week prior to taking up occupancy.

## **SECTION 1**

## 1. Length of Occupation and Availability of Accommodation

- 1.1 The right to occupy a room at Myerscough lasts for one academic year only, and for only as long as you are a registered student of Myerscough College, St Michaels Road, Bilsborrow, Preston. PR3 0RY. The accommodation process must be completed / repeated for each academic year.
- 1.2 Under this Accommodation License a student is permitted to occupy a room for one academic year from the first day of each academic term to 6.00pm on the last day of each academic term. The right to occupy is not intended to refer to a specific room. Myerscough reserves the right to allocate the student to another room which may not be in the same hall as the room then occupied by the student. This also applies to students in shared rooms who may be subject to room-mate moves during the academic year.

- 1.3 Students will be notified of changes to accommodation and related accommodation issues by email to their Myerscough email address. Students must regularly check their Myerscough email address.
- 1.4 Students who become resident are required to contract under the Accommodation License for a full academic year, irrespective of timetable commitments, where the course of study is only a few days per week, changes to timetable, course dates, periods of work experience or if the student chooses to leave early in the summer term.

## **Early Termination of License**

Students who wish to leave Halls must give notice in writing to the residential help desk at <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a>. The student may be given approval by Myerscough to move out of their Hall of Residence during an academic term only in the following circumstances:

## Termination of license prior to moving in

- 1.5 Students can cancel their accommodation booking and end their license agreement until **Friday the 26**<sup>th</sup> **of August 2022** without incurring any charges. They will be entitled to receive a full refund of their advance rent payment. The student will need to e-mail <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> to notify us of their intent to cancel their room.
- 1.6 Any student who wishes to terminate their license agreement after **Friday the 26**<sup>th</sup> **of August 2022** and before the start of term on Monday the **5**<sup>th</sup> **of September 2022**, may do so, but will not be entitled to receive a refund of their advance rent payment. The student will need to e-mail <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> to notify us of their intent to cancel their room.

Anyone wishing to terminate their license after the 5<sup>th</sup> of September will need to follow the procedures outlined below:

#### Transferring the license:

- 1.7 Students can end their license agreement by finding another Myerscough student to replace them in their Hall of residence. The replacement student must be approved via the <a href="reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> and must not already be residing in Myerscough Halls of Residence. The terms of this Accommodation License (including those relating to payment of the accommodation charges and any other fees payable) will apply to the newly accepted student upon that student taking up occupation of the accommodation.
- 1.8 Any replacement student must make a £200 advance rent payment and complete their Hall's reservation form prior to taking over the tenancy from the student who is withdrawing from halls.

#### Withdrawal from Course:

1.9 Any student withdrawing from their course will also be required to withdraw from accommodation. The student will need to e-mail the residential help desk <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> to request to terminate their license. Students must provide proof that their withdrawal from their course has been processed, before requesting to end their license.

- 1.10 Students who withdraw from their course and accommodation will be required to pay a 28 day notice period, following the agreed date of their withdrawal. For this period to start, the student must have vacated their room and returned the room key.
- 1.11 Myerscough may waiver this 28 day period, if they are able to immediately relet the room to another student who is not already residing at Myerscough.

## Exceptional circumstances:

- 1.12 A student cannot request to withdraw from accommodation and continue with their course, unless in exceptional circumstances.
- 1.14 Any requests for termination of contract under exceptional circumstances will be reviewed by the Accommodation Manger and the Director of Commercial Services, other departments such as finance, student support and welfare, and course tutors may also be contacted as part of the review process.
- 1.15 The student may be liable to pay a notice period of no more than 28 days, following the agreement that they can withdraw and that the room has been vacated and the keys returned.

#### Exclusion:

- 1.16 Any student who is required by Myerscough to vacate their accommodation following non-compliance with the Positive Behaviour Policy and Procedure, the Student Charter or through non-payment of rent, will be liable to pay for 28 day notice period following the termination of their license.
- 1.17 Any decisions following breaches of the Policy and Procedures will be as part of an investigation with the student (and families, as appropriate for under 18s.)
- 1.18 The 28 day notice period cannot start until the student's exclusion has been finalized and their room has been vacated and their room key returned.

#### Appeal

1.19 Any decision given by a member of the College's Senior Leadership Team under this section may be the subject of an appeal. Such an appeal must be lodged in writing to <a href="mailto:reshelp@myerscough.ac.uk">reshelp@myerscough.ac.uk</a> within 7 days of being notified of that decision.

## 2. Room Types and Fees

- 2.1 Please note that the room type(s) a student is eligible to apply for will be dependent on the course they are on and their age at the start of the academic year.
- 2.2 All accommodation fees are inclusive of utility and internet costs.

Further Education (College students) and Higher Education (University Centre students) (full academic year)

Accommodation	Total HE	Total FE
	36 weeks	37 weeks
Twin room-shared bathroom (5-day meal contract) – <i>Under 18s only</i>	NA	£4625
Twin room-shared bathroom (7-day meal contract) – <i>Under 18s only</i>	NA	£5587
Single room-shared bathroom (5-day meal contract) – <i>Under/Over 18s</i>	£5184	£5328
Single room-shared bathroom (7-day meal contract) – <i>Under/Over 18s</i>	£6120	£6290
Single en-suite room (5-day meal contract) – <i>Under/Over 18s</i>	£5976	£6142
Single en-suite room (7-day meal contract) – <i>Under/Over 18s</i>	£6912	£7104
Self catering – single en-suite room – <i>Over 18s only</i>	£4428	£4551

## **Veterinary Nursing Degree Students**

Accommodation – Year 1 and Year 3 (16 weeks)	Total
Single room-shared bathroom (5-day meal contract)	£2304
Single room-shared bathroom (7-day meal contract)	£2720
Self catering – single room- En-suite	£1968

## 3. Catering

3.1 All students living in halls of residence will be on a 5-day or 7-day meal contract, except those in self-catering accommodation. The contract is for the full period (excluding holiday periods) as indicated in point 4 below.

5-day meal contract (15 meals) Monday breakfast - Friday evening meal inclusive 7-day meal contract (21 meals) Monday breakfast - Sunday evening meal inclusive

- 3.2 All students except those in self-catering accommodation will be registered onto a biometric till system or issued with a pin number for contracted meals.
- 3.3 No refunds are given to a catered student who does not utilise their meal allowance.

# 4. Residential Year Dates Further Education

37	Rooms available	Rooms must be	During vacation
weeks	from	vacated by 6.00pm	
Autumn	Sunday 4th	Saturday	Property may be left in room
	September 2022	10th December 2022	over Christmas at own risk
Spring	Monday 2nd	Saturday	NO property may be left at
	January 2023	25th March 2023	College during the Easter
	-		break.

Summer	Sunday 16th April	Thursday	29 <sup>th</sup>	NO property may be left at
	2023	June 2023		College after 29 <sup>th</sup> of June 2021

## **Higher Education**

36 weeks	Rooms available from	Rooms must be vacated by 6.00pm	During vacation
Autumn	Sunday 4th September 2022	Saturday 10th December 2022	Property may be left in room over Christmas at own risk
Spring/ Summer	Monday 3rd January 2023	Friday 2nd June 2023	<b>NO</b> property may be left at College after 2 <sup>nd</sup> of June 2023

**Higher Education Veterinary Nursing Degree - Year 1** 

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	Rooms available from 6.00pm on	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)	
Block 1	Sunday 4th September 2022	Friday 21st October 2022	
Block 2	Monday 2nd January 2023	Friday 17th February 2023	
Exam weeks	Sunday 7 <sup>th</sup> May 2023	Friday 19th May 2023	

## **Higher Education Veterinary Nursing Degree – Year 3**

	Rooms available from 6.00pm on	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)
Block 1	Sunday 23rd October 2022	Friday 9th December 2022
Block 2 (incl exam week)	Sunday 19th February 2023	Friday 31st of March 2023
	Sunday 16 <sup>th</sup> April	Friday 5 <sup>th</sup> May 2022

Students must return their room keys on, or before, each of the vacation dates set out above. Failure to return the keys is a breach of contract and the student will be liable for any costs, such as changing and replacing locks.

Storage may be available during the Easter vacation period for overseas Further Education students only. The College is not responsible for any items left on the premises.

## 5 Room Allocation and Occupancy

5.1 All rooms are allocated in accordance with the Myerscough Allocation of Student Residential Accommodation statement. Priority is normally given to those students living the furthest distance away from the College.

- 5.2 If the room type preference is not available due to over subscription, a student may be offered an alternative room and/or placed on a waiting list.
- 5.3 Students shall not begin to occupy their room before the dates highlighted in Section 4, except by prior written permission from the Residential Team. Where a student is permitted to take such early occupation, an additional charge may be made and will be notified to the student prior to their arrival.
- 5.4 The room shall be vacated for the prescribed vacation periods, and by 6.00pm on the last day of the residential term. No property may be left in rooms over vacation periods unless otherwise stated.
- 5.5 Personal belongings left in the room during vacation periods are left entirely at the owner's risk. Myerscough cannot be held responsible for the loss or theft of and/or damage to any property. In exceptional circumstances permission may be granted for students to leave their belongings in their room over the vacation period. If permission has not been granted students will be in breach of the Accommodation Licence and a charge may be made for storage of belongings.
- 5.6 Rooms will not be available for occupation after vacation periods until 1.00pm on the day preceding the start of term.
- 5.7 Students are responsible for insuring their own property and chattels.
- 5.8 The student shall not exchange with another student any room allocated to them without prior written authorisation being given by the Residential Team.
- 5.9A student will not be granted permission for more than one change of accommodation during any academic year. Permission may be granted for a further change by the Residential Team in exceptional circumstances. Requested room moves will result in an automatic room cleaning charge of £25.00 per room move.
- 5.10 The student will be allocated a room for their personal use only. The accommodation shall be used only as a private residence for the student and no trade or business shall be conducted therein.

## 6 Payments

- 6.1 The accommodation charge made by Myerscough relates to accommodation in a hall of residence during term-time only or unless otherwise specified by Myerscough.
- 6.2 At the time of acceptance of this contract, students are required to pay an advanced rent payment of £200 to secure their accommodation. This payment will be deducted from the total accommodation balance for this student, after they have moved into accommodation.
- 6.3 The annual catering and residential fee is payable by instalments. Instalments to be paid either:

- A) 50% prior to collection of room key in September and 50% prior to collection of room key in January, or
- B) Seven separate instalments, the first prior to collection of room key in September and the remainder by standing order during the period October March. To arrange the payments by standing order, please contact the Finance Office on email <a href="mailto:salesledger@myerscough.ac.uk">salesledger@myerscough.ac.uk</a>
- C) For students paying their residential fees from a Student Finance maintenance loan or grant, payment will be collected in 3 equal instalments by direct debit. Direct debit mandates must be completed and signed, and the hard copy sent to the Finance Office prior to students collecting their key in September.
- 6.4 For students who receive a bursary, these are awarded for the full duration of the residential period. Should a student leave accommodation early, the bursary will be recalculated in line with the residential occupation dates.
- 6.5 Payments can be made by the following methods:
  - a) Online Visit www.myerscough.ac.uk/payments for a secure payment site. Please quote the student's date of birth in the invoice number field, student number in the debtor number field and amount when paying.
  - b) BACS Account Name Myerscough College, Sort Code 20-47-87, Account No 10662887. Please quote student number and "Residency instalment" as the payment reference.
- 6.6 Where a student has failed to make payment for the accommodation, Myerscough may bring the Accommodation License to an end. This will occur when a student has been notified of their arrears and has failed to action to reduce their debt within an agreed timescale. Reasonable notice will be given to the student to advise them of our intent to terminate their contract. A 28 day notice period may be applied following the termination of the contract.
  - Where the Student fails to pay the Total Charge, Myerscough reserves the right to pursue the Student for the outstanding amount via the Courts.

#### 7 Default charges relating to locks and keys:

- 7.1 The student shall be liable for the sum of £15 plus VAT for the replacement of a key fob
- 7.2 he student shall be liable for the sum of £5 plus VAT for the replacement of a room identity tag.
- 7.3 The student shall be liable for the sum of £80 plus VAT for the change of a lock barrel. Lock barrels will change when keys are failed to be returned and if a key has been lost.

## 8 Damages

Damage to the accommodation, premises and contents

8.1 The student shall be fully liable for the cost of making good any damage and/or losses to any part of the accommodation and/or the premises or the contents thereof caused by wilful act(s), omission or negligence of the student, his/her guests or

agents or anyone within his/her control. Myerscough emphasises that students take responsibility for their own actions and those of their guests.

- 8.2The cost of making good any such damage and/or losses will be charged to the student on a new for old basis. Where damage has been found Myerscough will raise an invoice for the full cost of the repairs. Failure to pay any charges for damage may lead to exclusion from accommodation.
- 8.3 Students are responsible for reporting any damage to fixtures and fittings to the Residential Team.
- 8.4 Where damage has been found to have taken place and not reported through, an investigation will take place to find out who was responsible for the damage. This can include referring to CCTV and the fobbing system. The student shall cooperate in responding to enquiries made by Myerscough in respect of damage. If an individual or group has been identified as responsible for causing damage following an investigation. The costs of repair the damage will be invoiced to them. In circumstances where an individual cannot be identified as responsible for the damage, repairs or losses, the costs of replacement or repair will be divided equally between all occupants in a particular room, hall or flat.
- 8.5 Excessive damage by a student may result in the student being excluded from residential accommodation at the College.
- 8.6 If the premises are rendered uninhabitable by fire, flood, storm or subsidence for example, for any period, the College shall endeavour to provide alternative accommodation. Where alternative accommodation is not available, the College will return to the student a proportion of the fee paid which shall correspond to the period that the premises were uninhabitable.
- 8.7 The College does not accept any liability for any loss and/or damage to any personal property, vehicles, bicycles or motorbikes within the accommodation or campus whatsoever.
- 8.8 The student is to indemnify the College against all loss or damage claims including vehicles on campus which are left at own risk or demands which may in any way arise or be occasioned either directly or indirectly out of the exercise of the rights granted under this contract.

## 9 Equipment and Cleaning

It is the responsibility of the student:

- 9.1 Keep the accommodation clean and tidy and, where it is shared, it shall be the joint responsibility of all the occupants. Any student who fails to maintain the accommodation to an acceptable standard, e.g. keep rooms and common areas clear of rubbish and obstructions, remove recycling items, food etc, may be liable for disciplinary action and/or additional charges. The College will regularly clean catered accommodation, including communal rooms. Corridors and staircases will be cleaned in all accommodation. Students in self-catering rooms will be responsible for the cleaning of their own rooms. En-suite bathrooms in self-catered accommodation will be cleaned weekly.
- 9.2 Treat with care all the decoration, fabric, furniture, fixtures and fittings. No form of fixing including an adhesive substance, permanent or temporary, is to be used, e.g. blu-tack, adhesive tape or drawing pins, that would be likely to deface or disfigure any of the internal surfaces of the room, furniture or equipment. Students who do so will be charged to repair damages caused. Students must not, under any circumstances, move the bed in their room. It should remain at all times in its original position. Students are not allowed to remove or replace Myerscough furniture in their rooms or communal areas. This includes the mattress. Only mattresses provided by Myerscough are allowed in student rooms.
- 9.3 The student shall not make, nor cause to be made, any alterations to the furnishing, fixtures or fittings, or decoration of the accommodation or part thereof, without the prior consent of the College. Such consent can be withheld for any reason and is at the absolute discretion of the College. No aerials (including satellite dishes) shall be affixed to the premises.
- 9.4 Maintain, in a clean condition, all utensils, equipment, cupboards, etc in the communal kitchen areas and for the removal of all and any refuse. Failure to maintain a standard of cleanliness in communal kitchens, that is acceptable to the Housekeeping Staff/Residential Support Officers, may render students liable to pay the full cost of any remedial action. Any persistent offenders will be moved to alternative accommodation and in extreme circumstances may be excluded from halls.
- 9.5 Remove dirty boots, soiled footwear or spiked footwear on entry to the halls of residence.
- 9.6 Ensure that upon vacating of the accommodation for each vacation period and at the end of the contract period, rooms are left tidy and rubbish disposed of. For selfcatered accommodation, rooms and communal areas must be cleaned to a good standard before departure.
- 9.7 The student shall report promptly any maintenance issues or damages to residencies via the <a href="mailto:resrepairs@myerscough.ac.uk">resrepairs@myerscough.ac.uk</a> email.
- 9.8 Students residing in accommodation must sign and return to the Halls Team Office the inventory of fixtures, fittings and furniture relating to their respective room within 48 hours of taking possession of their accommodation. It will be assumed that if no inventory is returned, there is no damage or wear and tear. It is the interest of the

student that this report should be completed and submitted as requested. Should the student not comply, the student will be deemed to be responsible for the discrepancies, anomalies or item(s) concerned and any costs that may be incurred for replacement and/or repairs to any such items. Failure to complete the room inventory will relinquish the right of the student to query any such charges.

- 9.9 To vacate the accommodation for each holiday period as per the dates advised and lock their accommodation (removing their belongings if required to do so). Where, on subsequent inspection by the housekeeping and Residential Operations staff, it is found that items on the inventory for the accommodation are either missing or damaged beyond what the housekeeping and Residential Operations staff in their absolute discretion decide is fair wear and tear, the student will be charged with the cost of making good the deficiency. Students in shared rooms should satisfy themselves that all steps have been taken by them to check and have the inventory confirmed by the Residential Operations Administration Office before they depart. Any such amounts will be invoiced to the student.
- 9.10 Upon vacating the accommodation for each vacation and at the end of the contract period, each student is responsible for returning all the keys and fobs they hold to hall accommodation to the Residential Operations staff or for depositing these keys/fobs in the letter box provided. Accommodation accounts cannot be ended until keys/fobs are returned.
- 9.11 Remove all personal property, including vehicles, from College premises/campus for each holiday period (if required) and at the end of the contract period. The College is not liable for any personal property left behind by students which will be disposed of.

## 10 Safety and Emergencies including Fire & Health

- 10.1 The student must read carefully and observe the fire regulations and notices which are displayed within the halls of residence and elsewhere within Myerscough College. Myerscough College reserves the right to amend such regulations and notices. The student should familiarise themselves with the location of all existing fire alarms, firefighting equipment and the location of their nearest assembly point. Participation in fire drills is mandatory and may take place with or without notice. Such drills will be carried out under the control of the Health & Safety Manager, the Residential Support Officers and other staff charged with responsibility for safety matters.
- 10.2 Fire appliances and any other safety or security equipment (including door closing mechanisms) must not be subject to interference except in the case of real emergencies. Failure to adhere to this regulation will result in a fine and serious Non-Academic Behaviour Management proceedings being taken against any individual(s) responsible. Please see Appendix A for information relating to fine amounts.
- 10.3 Any unwarranted use of fire alarms or misuse of firefighting equipment shall constitute a serious breach of this Accommodation Licence and will be subject to a fine and the Positive Behaviour Management policy and procedure. It is a criminal

- offence to give a false alarm of fire to the emergency services or tamper with fire equipment. Activating a fire alarm could give rise to any such incident being reported to the police. Please see Appendix A for information relating to fine amounts.
- 10.4 The student must not interfere with the electric wiring or electrical equipment provided in the halls of residence or elsewhere on the Myerscough premises. Care must be taken at all times to ensure electrical sockets are not over loaded with the improper use of electrical equipment including extension plugs and leads. No cubed electrical appliances or cable drum extension leads are to be used in bedrooms or communal areas. Advice on electrical appliances and their use must be sought from an appropriate qualified member of Myerscough staff through the Health and Safety Advisor or Maintenance Manager.
- 10.5 All portable electrical appliances (for example, kettles, hair dryers, straighteners, TV's, personal computers, chargers, iPads & iPods, this is not an exhaustive list) brought onto Myerscough premises must be in a safe working condition and must comply with current CE specifications. During the first few weeks of the academic year, all student owned portable equipment will be PAT tested by a registered electrical contractor to ensure that all appliances comply with electrical regulations.
- 10.6 The Accommodation Manager should be advised of any additional electrical equipment brought into accommodation after the testing dates
- 10.7 The number of electrical items in use at any time must not exceed the number of fixed sockets. Personal portable electrical items always remain the responsibility of the student. Myerscough reserves the right to confiscate any appliance which is deemed to be in an unsafe condition or to cause a nuisance.

#### 11. Security

- 11.1 The student must not leave their allocated room unlocked during their absence, damage/change locks of the room or leave guests unaccompanied in the room. Myerscough staff will lock bedroom doors if found open, persistent callouts to unlock doors may result in a £10.00 call out fee being charged.
- 11.2 For reasons of security, if the student reports the loss of their room key they will be invoiced for the cost of replacing the lock as well as the key.
- 11.3 Resident students are responsible for security of the halls of residence including, but not limited to, the locking of external doors, using the fob system appropriately and monitoring of non-residents entering the halls of residence. Students must not prop open external doors to allow free access or give out keys or fobs. Students who compromise the security of a hall of residence will be subject to the Positive Behaviour Policy and Procedure.
- 11.4 Under no circumstances should visitors stay or be invited to stay, overnight in any student rooms or halls. Anyone found allowing guests to stay over will be subject to the Positive Behaviour Policy and Procedure.
- 11.5 Students are strongly advised not to leave money and valuables in their rooms or vehicles or any unattended area. Myerscough cannot be held responsible for the

loss of money, valuables or damage to any property. Students are responsible for their own personal property and chattels and are strongly advised to invest in insurance. Myerscough will not accept any liability for any theft or damage to such property.

#### 12. Conduct

- 11.6 All students shall conduct themselves so as not to be, or to cause a nuisance or annoyance to any other occupants of the halls of residence or to others on campus or in the vicinity or neighbourhood of the campus.
- 11.7 All residents are required to show consideration for other students in halls of residence and to keep noise to a minimum at all times.
- 11.8 No audio or audio-visual equipment and/or musical instruments may be used so that it can be heard outside the room where it is played. Equipment will be confiscated where students persistently break this Myerscough regulation and will be returned to the student only when the students' occupancy of the room comes to an end.
- 11.9 Students may bring television sets into their rooms. Students are responsible for ensuring television sets have the appropriate licence. Television licences obtained for addresses other than the Myerscough Halls of residence do not cover students' use of television sets on campus.
- 11.10 The student shall not commit any illegal acts or act in such a way that will, in Myerscough's reasonable opinion, undermine the moral welfare of the Myerscough community or bring the name of Myerscough into disrepute. Acting in such a way may result in the student being subject to disciplinary proceedings.
- 11.11 The student shall not keep in the room or bring into any residential building any animals, birds or other pets, including fish or reptiles with the exception of a registered assistance dog.
- 11.12 Students may not bring into their room or any part of the building any objects such as a bicycle, vehicle or motorcycle parts, including fuels, oils and solvents. Prohibited items will be confiscated and will be returned to the student (if reasonably practicable) only when the student's occupancy of the room has come to an end.
- 11.13 The student is not to use or allow the accommodation or premises to be used for any illegal or immoral purposes, nor shall any student carry out any trade or business from their room or hall of residence.

## **SECTION TWO**

#### 1. General

- 1.1 This contract contains terms and conditions upon which the person agreeing the contract ("the student") will occupy his/her study bedroom ("the accommodation") at Myerscough College ("the College") and have the use of the communal areas in the particular College hall of residence ("the premises").
  - 1.2 The contract will commence upon the date specified in Section One, 5.2 and continue throughout the academic year 2022/23. The full annual hall fee stated in Section One of this contract is payable.
  - 1.3 The parties hereby agree and acknowledge that the accommodation and the premises are being provided for the purpose of enabling students to attend a designated programme at Myerscough College and consequently this contract does not create a secure tenancy, being exempt by virtue of paragraph 8 of schedule 1 of the Housing Act 1988.
  - 1.4 Students will be notified of any amendments to this contract at least **FIVE** working days in advance of the amendment. Notification will either be in writing or by notice or a combination of both.
  - 1.5 The contract is for the full period as advised irrespective of timetable commitments, where the student is not studying each day, changes to timetable, course dates or if the student chooses to leave early in the summer term.

## 2. Conditions

- 2.1 The College may, at its absolute discretion, move a student into other accommodation within the premises or any other building owned or controlled by the College on reasonable notice wherever possible and for whatever reasons it deems fit.
- 2.3 Students shall not permit or allow any other person or persons to occupy or obtain possession of the accommodation, or any part thereof, for the purposes of residing and/or sleeping therein or for any other reason without prior authorisation.
- 2.4 The student shall not assign, charge, mortgage, part with possession or share occupation of the accommodation or transfer, grant or purport to grant sub-licence of the premises, accommodation or any part thereof, other than in circumstances relating to a student exchange programme recognised by the College. Any such sub-contract entered into under such a programme, where the occupation of rooms in halls is involved, must have the prior written consent of the College. Such consent can be withheld for any reason and is at the absolute discretion of the College.
- 2.5 The student shall not impede in any way the officers, servants or agents of the College in the exercise by them of the right of possession and control of the accommodation and/or the premises and, in particular, shall permit at all

reasonable times such officers, servants or agents with or without other persons to enter upon and view the condition.

2.6 The student is not allowed to smoke (including e-cigarettes) in any College buildings on campus including accommodation or any outside areas except in the designated smoking shelters situated at locations around the campus.

## 3. Liability

The College accepts no responsibility or liability that may arise where courses are cancelled or varied and accommodation is affected as a result of events that are outside the College's control, that is, a natural and unavoidable catastrophe (known as 'force majeure'), for example a health pandemic. This includes the closure or partial closure of the College.

I have read the terms of the Catering and Accommodation Licence and The Student Charter and agree to their terms and conditions.

## Appendix A- Fines relating to Fire Safety

The following fines will be applied any breaches of Health and Safety in relation to fire safety:

Fine amount	Description
£50	Smoking: First smoking or vaping incident in a prohibited area (including in or near to halls)
£75	Smoking: Second smoking or vaping incident in a prohibited area (including in or near to halls)
£25 - £75	Endangering health, safety & wellbeing: Minor impact
£75 - £100	Endangering health, safety & wellbeing: Moderate impact
£100 - £150	Endangering health, safety & wellbeing: Major impact
£50	Fire alarm: Late evacuation following a fire alarm activation
£100	Fire alarm: Failure to evacuate following a fire alarm activation
£75	Fire exits: Deliberately propping a fire door open
£150	Fire exits: Blocking an exit route
£150 plus cost to repair or consider further referral	Fire exits: Deliberate damage to a fire door
£75 plus cost to replace	Misuse of fire equipment: Damaging or removing safety signs
£75 plus cost to replace	Misuse of fire equipment: Tampering with a fire blanket
£100 plus cost to replace	Misuse of fire equipment: Tampering with a fire extinguisher
£150 plus charge to replace and clean area affected	Misuse of fire equipment: Discharging a fire extinguisher
£150 or consider further referral	Malicious or inappropriate fire sensor activation
£150 or consider further referral	Malicious or inappropriate manual call point activation
£150 plus cost to repair (if required)	Fire sensors or sounders: Tampering with or deliberately covering
£150 plus cost to repair (if required)	Fire sensors or sounders: Deliberate damage or removal
£150 plus cost to repair (if required)	Unauthorised fire or naked flames: Such as the use of candles (wicks must be clean and not previously lit), joss sticks, incense burners, live coals, etc This includes fire hazards relating to unauthorised outdoor events such as the use of barbecues, bonfires, etc
£150 plus cost to repair (if required)	Unauthorised use or storage of other hazardous equipment/items (including domestic appliances) such as electrical kitchen equipment not provided by the University used in study bedrooms, personal heating appliances, personal fridges (if not approved by the University), fireworks, nitrous oxide canisters, etc