

## **The Conditions:**

### 1. GENERAL INFORMATION

The University of Westminster policies and regulations (in this Agreement called "the Policies") apply to students living in the Halls of Residence (except where the Policies conflict with or are inconsistent with any provision of this Agreement). Details of the Policies can be found in the University's Essential Information for Students Postgraduate and Undergraduate Guides on the University's website at <http://www.westminster.ac.uk/study/current-students/resources/student-code-of-conduct>.

### 2. STUDENTS' OBLIGATIONS

The Student agrees with the Landlord to comply with the following obligations.

#### 2.1 Payments

- 2.1.1 To pay the Rent and the Damages Deposit to the Landlord on the due dates specified in paragraphs 5 and 6 of the Letting Details.
- 2.1.2 To pay to the Landlord promptly when notified of the amount interest at a rate of 3% above the Bank of England base rate on payment of the Rent or Damages Deposit for the period it is overdue.

#### 2.2 Cleaning and Repairs

- 2.2.1 Not to damage or permit damage to the Accommodation (including the furniture and fittings in it) or to damage or permit damage to any other part of the Halls of Residence nor to damage or injure any person or the property of any person (including the Landlord) in the Halls of Residence. **Command strips, hooks, LED strip lighting, stickers on walls must not be used. Any damage to walls and furniture made by the resident and not listed on the arrival inventory will be charged to the damages deposit.**
- 2.2.2 To keep the Accommodation clean and tidy and not to cause any other part of the Halls of Residence to become dirty or untidy or excess rubbish. Any additional cleaning or rubbish removal will be charged and deducted from deposits.
- 2.2.3 To report any damage or need for repair to the Landlord promptly on discovery.
- 2.2.4 Not to alter or re-decorate the Accommodation (including the furniture or fittings in it) or fix anything to the walls, ceilings, doors or windows of the Accommodation.
- 2.2.5 To permit the Landlord and/or all persons authorised by the Landlord to have access to the Accommodation at all reasonable times:
  - (a) to inspect it and any furniture and fittings in it and, while the Landlord may inspect more often, there will be at least one inspection in each of the periods mentioned in paragraph 5(b) of the Letting Details to ensure that the terms of this Agreement and in particular clause 2.2.2 are being complied with; and/or
  - (b) to carry out cleaning or any works of maintenance or repair which the Landlord may reasonably consider to be necessary; and/or
  - (c) to allow prospective occupiers or purchasers to view it.

In all cases, the Landlord will where at all possible give the Student at least 24 hours notice but must be able to obtain access on short notice or without notice in the case of emergencies. In the event of the Student not being present at the particular time when access is required the Landlord will be permitted to have access to the Accommodation and may use a duplicate key to obtain access.

#### 2.3 Use and Occupation of Accommodation

- 2.3.1 Not to allow any other person to occupy the Accommodation except as allowed by this clause 2.3 or clause 2.8 and in any case not to allow persons under the age of 18 to occupy the Accommodation.
- 2.3.2 Not to assign or transfer the benefit of this Agreement or the Accommodation to any other person or allow any other person, other than the Student and / or Authorised Occupier into occupation of the Accommodation.
- 2.3.3 If the Student wishes to leave the Accommodation and terminate this Agreement (see 5 Termination of this Agreement), a replacement student must be sort. If the Accommodation is allocated by the Landlord and is required by a fully enrolled student (see clause 5.2) with the University of Westminster in accordance with its allocation policy (copies of which can be obtained from the University of Westminster Student Accommodation Services); this Agreement will end on the date agreed in writing by the Student and the Landlord and the Student will be refunded an appropriate portion of any Rent already paid.

- 2.3.4 To use the Accommodation as a private residence only and not for any other purpose and may not use the Accommodation to host parties.
- 2.3.5 Not to behave in the Halls of Residence in such a way as to be a nuisance annoyance or inconvenience or in a manner that is bullying or intimidating to any other occupier of the Halls of Residence or the owners or occupiers of premises in the vicinity of the Halls of Residence or so as to cause or be likely to cause injury, damage or distress to such persons or their property or the property of the Landlord.
- 2.3.6 Not to use the Accommodation or any other part of the Halls of Residence for any illegal or immoral purpose or in such a manner so as to bring the University of Westminster into disrepute and in particular not to commit a criminal offence in or in the vicinity of the Halls of Residence.
- 2.3.7 The Student is permitted during the Letting Period to share the Accommodation with the Authorised Occupier (if any) named in the Letting Details subject to compliance with the following conditions:
  - 2.3.7.1 No relationship of landlord and tenant shall be created between the Student and the Authorised Occupier.
  - 2.3.7.2 The Authorised Occupier shall comply with the terms of this Agreement but shall not be required to comply with clauses: 2.1.
  - 2.3.7.3 The Landlord may terminate the Authorised Occupier's agreement with immediate effect on a breach by the Authorised Occupier of clause 2.3.7.2.
  - 2.3.7.4 Following termination of the Authorised Occupier's agreement pursuant to clause 2.3.7.3 the Authorised Occupier shall be provided with reasonable opportunity to collect personal belongings from the Accommodation no more than 7 days.
  - 2.3.7.5 The Landlord may in addition to its rights under clause 2.3.7.3, terminate the Authorised Occupier's agreement on 4 weeks' notice in writing.
- 2.3.8 With respect to the extended Letting Period, including the summer vacation, if the Student is given notice in accordance with paragraph 2 of the Letting Details, the Student will move on or by the date referred to in that paragraph 2 to the accommodation referred to in the notice.
- 2.3.9 Any Student request to film externally or internally at the halls of residence (accommodation) shall not be permitted.
- 2.3.10 not to install any CCTV or any other video or image recording surveillance system device which may intrude on the privacy of others. If any CCTV or other such device is installed or changed to the Accommodation or Hall, we will require these to be removed immediately upon notification by us at your costs (which shall include, but is not limited to, the cost of making good any resultant damage or spoilage of decoration).

## 2.4 Policies

To read, understand and comply with the Policies referred to in paragraph 1.1 including without limitation, the bed bug policy, not to refuse entry to pest control contractor carrying out mandatory periodic inspection.

## 2.5 Security

- 2.5.1 To report lost or stolen keys or entry cards to the Landlord promptly and to pay to the Landlord a reasonable charge to cover the replacement of keys/entry cards and locks, if applicable.
- 2.5.2 When leaving the Accommodation or the Halls of Residence to ensure that doors and windows are securely closed and locked behind them.
- 2.5.3 Not to give keys or entry cards to anyone else or to make copy keys or entry cards.
- 2.5.4 Not to allow any person who is not known to the Student into the Halls of Residence and to report any suspicious person or item to the manager or staff on duty in the Halls of Residence.

## 2.6 Health and Safety

- 2.6.1 Not to interfere with or misuse any fire fighting or fire detection equipment safety signs or notices that are provided and displayed in the Halls of Residence for the protection and guidance of occupiers. The Landlord may make a reasonable charge to cover any loss or damage caused by such interference and on breach of this obligation the Landlord is entitled to terminate the Agreement in accordance with clause 5.4.

- 2.6.2 To leave any fire doors closed
  - 2.6.3 Not to bring or keep any dangerous combustible explosive or illegal substance or thing into or in the Accommodation or the Halls of Residence and not to use candles incense shisha pipes electric fires oil burners or heaters in the Accommodation or the Halls of Residence.
  - 2.6.4 Not to obstruct fire exit routes.
  - 2.6.5 To comply with all emergency and evacuation procedures (including fire drills). Details of all procedures will be found in the Accommodation.**
  - 2.6.6 Not to use electrical equipment in the Accommodation or the Halls of Residence unless a PAT certificate has been obtained by the Landlord or wire any electrical equipment to or from the Accommodation to any other part of the Halls of Residence or overload any electrical socket with additional sockets, adaptors or appliances. The Landlord reserves the right to remove any electrical equipment found to be dangerous or unsafe or any wiring. The Landlord will make a reasonable charge to the Student for each PAT certificate supplied.
  - 2.6.7 Students are not permitted to have electrical items such as kettles, heaters, microwave ovens, portable grills, air fryer, portable washing machine, rice cookers etc.in their bedroom. Cooking equipment should be used and stored in the kitchen only.
  - 2.6.8 Not to lean out of or throw items out of windows in the Halls of Residence or to go out on to the balconies in any of the Halls of Residence.
  - 2.6.9 For safety reasons all windows are fitted with restrictors. Anyone found tampering with the restrictors will be given notice to leave the Hall of Residence immediately.
  - 2.6.10 Not to bring any item of furniture into the Accommodation or the Halls of Residence without permission from the Landlord and any such item of furniture must conform to the standards required by BS5852 Fire Testing and BS7176 Resistance to Ignition (Upholstered Furniture), April 2020.
  - 2.6.11 Upon becoming aware of any defect or other matter relevant to Health and Safety to report the details to the Landlord promptly.
  - 2.6.12 To attend any induction course provided by the University for residents of the Halls of Residence and to be familiar with the relevant Health and Safety requirements for the Accommodation and the Halls of Residence.
- 2.7 Noise
- 2.7.1 To keep noise to a minimum at all times especially between 23.00 hours and 08.00 hours.
  - 2.7.2 Not to use audio visual equipment in the Accommodation in such a way as to disturb other occupiers of the Halls of Residence and not to use any equipment for the reproduction of amplified music after 23:00 hours.
- 2.8 Guests
- 2.8.1 To ensure that guests invited into the Halls of Residence by the Student do not cause disturbance to other occupiers of the Halls of Residence. The number of guests visiting at any one time must not exceed 2. Further guests are permitted with the consent of the Hall Manager who is available between 09.00 hours and 17.00 hours and consent must be obtained at least 24 hours prior to the arrival of such guests.
  - 2.8.2 To ensure that Students' guests leave the Halls of Residence immediately upon being reasonably requested so to do by the Landlord.
  - 2.8.3 To ensure all guests sign in and out when entering and leaving the Halls of Residence.
  - 2.8.4 Not to allow guests to stay in the Accommodation overnight without the prior permission of the Landlord not to be unreasonably refused and not in any event for more than 2 nights in any one week and not more than 1 guest at any one time. With respect to Marylebone Hall the total number of overnight guests is restricted to a maximum of 14 per night and permission is given at the discretion of the Hall Manager.
  - 2.8.5 To ensure that all guests staying overnight are issued with passes which can be obtained from the reception office of the Halls of Residence. Guests will not be allowed entry to the Halls of Residence without producing the pass and sufficient identification of the guest (such as passport, driving licence, student card or other document which includes photographic identification).
  - 2.8.6 To ensure that Students' guests leave the Halls of Residence by 23.00 on Sunday - Thursday (inclusive) and by 24.00 on Fridays and Saturdays (unless permitted to stay overnight pursuant to this Clause 2.8); guests arriving less than 30 minutes before 23.00 or 24.00 will only be permitted entry at the discretion of the Hall Manager or other person in charge.

## 2.9 Pets

Not to keep any animals birds reptiles or insects in the Accommodation except that any occupier that is registered blind may keep a guide dog.

## 2.10 Cooking

2.10.1 The Student will only cook, use kettles, toasters or other kitchen equipment in the kitchen facilities provided and not in any other part of the Accommodation or the Halls of Residence, including bedrooms.

2.10.2 To clean the kitchen equipment after use by the Student and not to cause the kitchen to become dirty and untidy.

## 2.11 Smoking

2.11.1 Not to smoke cigarettes, shisha, illegal substance or any other tobacco based product of whatever nature in the Accommodation or the Halls of Residence.

2.11.2 Not to smoke e-cigarettes in the Accommodation or in the Halls of Residence.

## 2.12 Bicycles

Not to keep a bicycle inside the Halls of Residence; bicycles must be parked in designated areas (where available).

## 2.13 Enrolled Student

To be enrolled as a full time student of the University of Westminster throughout the Letting Period, unless residing at the Accommodation as an Authorised Occupier pursuant to clause 2.3.

## 2.14 Drones

It is prohibited to fly drones on University properties including the Halls of Residence.

## 2.15 Car Parking- Harrow

Residents living in the Hall of Residence will be authorised to allow one vehicle only at any one time to park free of charge at Harrow Campus. Any further vehicles bought on site will be required to pay the daily parking tariff unless the parking permit for the registered car is cancelled or amended. Harrow Campus Car Park must not be used at any time for commercial activity, this will result in the residents free parking permit to be cancelled immediately.

## 2.16 Electrical Scooters

Electric scooters are not allowed to be kept anywhere inside the Hall of Residence. This includes the resident's bedroom, kitchen, flat.

## 3. LANDLORD'S OBLIGATIONS

3.1 The Landlord will allow the Student to occupy and use the Accommodation without interference from the Landlord.

3.2 The Landlord will ensure that the Halls of Residence are repaired and maintained in accordance with the statutory regulations that apply to them.

3.3

3.3.1 The Landlord will use reasonable endeavours to ensure that appropriate personnel or contractors attend at the Halls of Residence or the Accommodation (as the case may be) to deal with defects in accordance with the performance standards set out in the Second Schedule.

3.3.2 The fact that any type of defect is mentioned in the Schedule does not constitute an admission by the Landlord that the Landlord is legally obliged to deal with the same or will have any liability for any loss which may result from the same.

## 4. DAMAGES DEPOSIT

4.1 The Damages Deposit, payable by the Student, will be held by or on behalf of the Landlord and the Landlord may deduct from the Damages Deposit (in addition to its other rights under this Agreement):

- 4.1.1 a reasonable sum to compensate the Landlord for any cost or loss incurred by the Landlord because the Student's Obligations set out in Section 2 of this Agreement have not been complied with by the Student and / or the Authorised Occupier.
- 4.1.2 any payment due to the Landlord under this Agreement which is overdue.
- 4.2 Within 10 weeks of the end of the Letting Period or earlier termination of this Agreement the Landlord will repay the Damages Deposit to the Student less any deductions made as referred to in clause 4.1.
- 4.3 Nothing in this clause 4 or anywhere else in this Agreement shall operate so as to limit the Landlord's right to recover from the Student the full amount of any loss and damage caused by any breach of the Student's Obligations contained within this Agreement caused by the Student and / or the Authorised Occupier, and for the avoidance of doubt the Landlord may seek to recover such losses from the Student notwithstanding that the amount of such losses is greater than the sum held at any time by way of Damages Deposit.

## 5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement may be terminated in the ways set out in this paragraph 5.
- 5.2 This Agreement will terminate if the Student is no longer enrolled with the University of Westminster as a full time student (whether by reason of postponement, withdrawal, suspension, deferral, exclusion or for any other reason), or completes, degrades or withdraws from his or her course, and in those circumstances the Landlord may require the Student and / or the Authorised Occupier to vacate by giving not less than 4 weeks' notice in writing to the Student.
- 5.3 If and whenever the Rent or any part of the Rent is not paid within 21 days of becoming due (whether formally demanded or not) or if and whenever there is any breach of or non-performance of the other Student's Obligations which is not a minor breach the Landlord shall be entitled to give the Student notice requiring the Student to pay the arrears of the Rent and/or to put right the breach and specifying a reasonable time to do so and if the Student fails to pay the arrears of the Rent and put the breach right within that time, the Landlord may give the Student not less than 4 weeks' notice to terminate this Agreement.
- 5.4 On a breach of clause 2.6.1 of the Agreement the Landlord shall be entitled to terminate the Agreement on not less than 4 weeks' notice to the Student.
- 5.5 If as a result of a disciplinary hearing pursuant to the disciplinary procedure of the University of Westminster the Student is excluded from the University with immediate effect, this Agreement shall come to an end and the Student will vacate on being given reasonable notice in writing of not less than 4 weeks. The University of Westminster's disciplinary procedure can be found at the website referred to at paragraph 1.1 above.
- 5.6 At the end of the Letting Period or where the Landlord terminates this Agreement the Student must vacate the Accommodation by 10.00 hours on the day of termination and remove from it all personal belongings and return all keys to the Accommodation and the Halls of Residence to the Landlord.
- 5.7 If the Student does not vacate the Accommodation in accordance with this paragraph 5, the Landlord may apply to the court for an order for possession and may claim from the Student such costs of those proceedings as the court will allow.
- 5.8 The termination of this Agreement will not cancel any outstanding liability the Student has to the Landlord at the date of termination.

## 6. NOTICES

- 6.1 The Student shall serve notice upon the Landlord (including notices in proceedings) at the following address:
- University of Westminster  
309 Regent Street  
London W1B 2HW
- 6.2 Any notices to be given to or served upon the Tenant by the Landlord may be posted to the Tenant at the Accommodation or left in the Accommodation and shall be deemed served at the time of posting or at the time the notice is left at the Accommodation.
7. Nothing in this Tenancy Agreement will create rights in favour of anyone other than the parties to this Tenancy Agreement.

## THE SCHEDULE

### Performance Standard

Category	Respond	Contain	Complete (*see below)
Emergency	30 minutes	1.30 hours	24 hours
Urgent	2 hours	4 hours	2 working days
Standard	48 hours	N/A	7 days (5 working days)
Scheduled Works	48 hours	N/A	As agreed
Planned Preventative Maintenance (PPM) - Mandatory	N/A	N/A	By Due Date

\*The above times will be extended should parts for the repair need to be ordered

#### Students' Obligation

Reporting maintenance online,

- Provide a clear and concise description of the nature of the task, together with a precise location, contact name, telephone numbers and any special requirements.
- Allow access at any reasonable time to carry out work.
- Cooperate with Estates staff and contractors in situations where disruption is inevitable.
- Immediately report any hazards or maintenance defects to the Help Desk.

Emergency Response Examples:

- Risk to life or substantial damage to property
- Person trapped in lift
- Fire Alarm
- Smell of gas
- Major water leak resulting in flood and immediate danger to the structure, services or fixtures/fittings.
- Major loss of power

Urgent Response Examples:

- Water leak giving minimal risk of damage to building fabric or equipment
- Blocked sanitary fittings and drains
- Loss of lighting, electricity or heating on a localised basis
- Loss of other services such as ventilation and air conditioning
- Security of building or property
- Loss of heating or hot water to building or area
- Broken windows
- Loose or missing floor tiles giving rise to a risk to the safety of individuals

Standard Response Examples:

- Broken WC seat
- Minor heating system leak
- Minor internal plumbing leak
- Flickering lights
- Repairs to furniture, window blinds and curtain tracks
- Replacement of wall/ceiling tiles
- Plaster repairs
- Repair to joinery items such as doors and windows
- Re-fix loose fixtures and fittings
- Fitting of notice boards, picture, photo frames, signs and notices