

TERMS AND CONDITIONS OF RESIDENCE
("the Ts &Cs")

In these terms and conditions "you" means the person signing this Agreement and "we" means Falmouth Exeter Plus (an exempt charitable company limited by guarantee registered in England and Wales with company number 5103240). The expressions "your" "our" and "us" should be read accordingly.

INTRODUCTION	
Nature of Agreement	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Studio during the Period of Residence but do not have exclusive possession of the Studio. This means that we have the right to:</p> <ol style="list-style-type: none"> 1. enter your Studio at any time and for any reason (which is similar to staying in a hotel); and 2. require you to move to alternative accommodation <p>Where we exercise these rights we will do so in accordance with these Ts & Cs.</p>
Terms of this Agreement	<p>The terms of this Agreement are contained within:</p> <ol style="list-style-type: none"> 1. these Ts & Cs; 2. the Agreement Summary; and 3. the Regulations. <p>Together, these documents set out our respective rights and responsibilities.</p>
Accepting this Agreement	<p>This Agreement will be formed and a legally binding contract entered into between us and you, which, subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas, after you complete the online acceptance process for Accommodation.</p> <p>If you are under 18 when you Accept the Agreement: -</p> <p>(a) your parent/guardian must complete a form which provides us with signed authorisation from them confirming that they are willing for you to live in our accommodation; and</p> <p>(b) we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with clause 6.4.3 below. If you choose not to do so, the Agreement will be legally binding upon you.</p>
Guarantor	<p>You must provide us with the details of a proposed Guarantor when you complete the online application process. The Guarantor may be one of your relations or a spouse.</p> <p>We will require that your proposed Guarantor: -</p> <p>(a) sign a Guarantee Agreement; and</p> <p>(b) provides us with evidence of their identity.</p>
Period of Residence	<p>Unless it specifies otherwise in the Agreement Summary, the Period of Residence is for the academic terms, Christmas and Easter vacation periods only and does not include the Summer vacation period. Accordingly, you must vacate the Accommodation and remove all of your personal possessions from it by 10am on the last day of the Period of Residence.</p> <p>Please note that if you vacate the Accommodation prior to last day of the Period of Residence, you remain liable to comply with all your responsibilities under this Agreement</p>

	(including payment of the Licence Fee) until the end of the Period of Residence, unless the Agreement has been terminated in accordance with the procedures set out in these Ts & Cs. Moving out of the Accommodation and returning the key, key fob or key card to the Accommodation Office is not sufficient to terminate this Agreement early and you will remain liable to comply with all your responsibilities under this Agreement until the end of the Period of Residence.
Our responsibilities	Our responsibilities are set out in clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.
Your responsibilities	By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or 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 formal (including legal) action against you which may result in you having to leave your Accommodation.
Variations to this Agreement	With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.
Enquiries	If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.
Glossary	These Ts & Cs and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

OUR RESPONSIBILITIES

Services & facilities	<p>During the Period of Residence we will use reasonable endeavours to: -</p> <p>1.1.1 maintain the structure of the Halls of Residence and keep the Halls of Residence and Communal Areas (including the lighting, heating and fire fighting equipment within them) clean, in reasonable repair and fit for use by you and other occupiers;</p> <p>1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Halls of Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;</p> <p>1.1.3 provide an adequate supply of hot water for normal domestic use;</p> <p>1.1.4 provide facilities for the washing and drying of clothes in the Halls of Residence for which there will be a separate charge at the point of use;</p> <p>1.1.5 provide and maintain an internet point within the Accommodation;</p> <p>1.1.6 provide you with information about and access to ResLife services; and</p> <p>1.1.7 provide you with the Neopost service to assist with the receipt of packages and parcels delivered to Glasney Lodge for collection by you.</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).</p>
Insurance	<p>1.2.1 During the Period of Residence we will insure the Halls of Residence against fire and other risks which we reasonably consider necessary.</p> <p>1.2.2 During the Period of Residence we will (unless you notify the Accommodation Office in writing prior to Accepting this Agreement that you</p>

		<p>would prefer us not to do so) insure your personal belongings up to a specified limit, as stated in our Endsleigh insurance policy, but you will be responsible for administering any claims which arise. Full details of our Endsleigh insurance policy are available at; https://fxplus.ac.uk/wp-content/uploads/2021/08/Endsleigh-2021.pdf</p> <p>1.2.3 If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the policy so that you can read it <u>before</u> Accepting this Agreement.</p> <p>Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.</p>
YOUR RESPONSIBILITIES		
	Licence Fee	<p>2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.</p> <p>2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If someone other than you pays all or part of the Licence Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.</p>
	Deposit	<p>2.2.1 On Accepting this Agreement you agree to pay the Deposit in accordance with the payment terms set out in Schedule One.</p> <p>2.2.2 We will return the Deposit to you within a reasonable period (which can be up to 4 weeks) after the end of this Agreement less any reasonable deductions for any monies you owe to us under this Agreement (e.g. unpaid Licence Fee, any administration and other costs that we incur if you breach your responsibilities under this Agreement including (but not limited to) payments for loss and damage under clause 5.1). We will return the Deposit to you: -</p> <p style="padding-left: 40px;">(a) (if you have added details of the bank account that you would like the Deposit to be transferred to on Room Service) by BACs transfer; or</p> <p style="padding-left: 40px;">(b) (if you have not added details of the bank account that you would like the Deposit to be transferred to on Room Service) by cheque to the contact address that you have provided us with. You should ensure that the Accommodation Office has details of your updated contact address when the Agreement terminates.</p> <p>2.2.3 If we intend to make any deductions under clause 2.2.2, we will notify you of this in writing as soon as reasonably practicable, specify the amount of the deduction and explain the reasons for the deduction.</p>
	Inventory	<p>You agree to complete the Inventory and provide details of the condition of the Accommodation as soon as possible and in any event within 7 days of taking occupation of the Accommodation. If there is any damage, you must notify us via e-mail to halls.help@fxplus.ac.uk. If you do not do so, we shall assume that the condition of the room is correct.</p>
	Using the Accommodation	<p>2.4.1 You are the only person authorised to occupy the Accommodation.</p> <p>2.4.2 You must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).</p>

		<p>2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clauses 2.5.4 (visitors) or 2.6 moving accommodation) allow anyone else to live in or use the Accommodation.</p> <p>2.4.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 3.2 below.</p>
	Visitors	<p>2.5.1 You are responsible for the behaviour of any Visitor and you must ensure that they do not breach the terms of this Agreement. If they do, you will be in breach of this Agreement.</p> <p>2.5.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Halls of Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p> <p>2.5.3 You agree not to allow more than four visitors in the Accommodation at any one time.</p> <p>2.5.4 You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight and Visitors are only permitted provided that this does not annoy other occupants of the Halls of Residence or disrupt study and provided that (a) no overnight Visitors are permitted within the first two weeks of the Period of Residence; (b) Visitors cannot stay for more than a maximum of 3 consecutive nights per week (unless permission has been obtained in advance from the Halls team; and (c) Visitors must be signed in at the Glasney Lodge reception. 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 wellbeing of other occupants of the Halls of Residence and/or to safeguard our property.</p>
	Moving accommodation	<p>2.6.1 You agree not to move to other accommodation within the Halls of Residence, or to any other accommodation provided by us, without first obtaining the prior written approval of the Accommodation Office (acting reasonably). In considering whether we can approve your request, we will be entitled to take into consideration any Allocated Living Preferences, the extent to which you have complied with your responsibilities in this Agreement and whether your Licence Fee is in arrears. If consent is given, you may be charged an administration fee of £50 which covers our administration expenses in arranging the move and amending our records accordingly (although this fee will be waived if the reason for the accommodation move is because of a serious problem with the Accommodation or another resident at the Halls of Residence or because of welfare concerns).</p> <p>2.6.2 If you are permitted to move, all the terms and conditions of this Agreement will apply to the new Accommodation.</p>
	Risk assessments	<p>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 Halls of Residence.</p>
	Respect for others	<p>You agree: -</p> <p>2.8.1 to show respect, at all times, for all persons living and/or working in the Halls of Residence or in the locality of the Halls of Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>2.8.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Halls of Residence and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between 23.00 hours and 07.30 hours;</p> <p>2.8.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including</p>

		<p>harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>2.8.4 not to bring into either the Accommodation or the Halls of Residence any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;</p> <p>2.8.5 not to use or allow the Accommodation to be used for selling, storing, supplying or using illegal substances (including drugs, psychoactive substances and nitrous oxide);</p> <p>2.8.6 not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;</p> <p>2.8.7 not to allow persistent use of Halls of Residence facilities by non-residents;</p> <p>2.8.8 not to smoke in the Accommodation or the Halls of Residence;</p> <p>2.8.9 not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Halls of Residence;</p> <p>2.8.10 to comply with the Regulations and the Policies;</p> <p>2.8.11 to comply with all laws, Government enactments of guidelines and with any regulations or policies from time to time imposed by us as a result of any changes in the laws or of any Government enactments of guidelines;</p> <p>2.8.12 not to park a vehicle at the Halls of Residence unless in the designated parking spaces and subject to a parking permit having been obtained from our car parking team;</p> <p>2.8.13 not to display or distribute any material (including posters and leaflets) that are deemed offensive or potentially offensive anywhere in the Halls of Residence;</p> <p>2.8.14 not to play ball games or outdoor sports inside any part of the Halls of Residence or in the external grounds of the Halls of Residence; and</p> <p>2.8.15 not to store bicycles inside of the Halls of Residence and to store bicycles securely in the permitted designated bicycle storage areas.</p>
	<p>Repairs, maintenance and alterations</p>	<p>You agree: -</p> <p>2.9.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Halls of Residence;</p> <p>2.9.2 not to make any alterations to or damage the Accommodation or Halls of Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the</p>

		<p>furniture to accommodate the wiring of your electrical appliances);</p> <p>2.9.3 save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Halls of Residence except where the Accommodation Office has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought into the Accommodation without our permission and/or which does not comply with legislation;</p> <p>2.9.4 not to put anything harmful or which is likely to cause blockage in any pipes or drains;</p> <p>2.9.5 not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty, unsafe or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so. Please note that in relation to bicycles that are left in the designated bicycle storage areas, we will use reasonable endeavours to identify the owner of such bicycles, but if we are unable to do so, we will place a notice on the bicycle notifying the owner that they have 21 days in which to collect the bicycle after which date it will be removed; and</p> <p>2.9.6 not to use Blu Tack, nails, pins, tape or any other adhesive on any of the walls, doors or windows or furniture in the Accommodation (except for use on the notice boards provided).</p>
	<p>Safety and security</p>	<p>It is your responsibility to help ensure that the Accommodation and the Halls of Residence are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:</p> <p>2.10.1 Electrical appliances</p> <p>You agree:</p> <ul style="list-style-type: none"> (a) only to use the cooking and/or other electrical kitchen equipment supplied by us in the kitchen located in the Accommodation and not to use any other cooking or heating appliances in the Accommodation or Halls of Residence except for items referred to at (b) below; (b) not to bring any electrical equipment into the Accommodation or Halls of Residence excepted for the permitted items listed in the Regulations applicable to Falmouth Exeter Plus which can be accessed at https://fxplus.ac.uk/accommodation/policy/regulations. If you are unable to access this web link please contact the Accommodation Office <u>before</u> Accepting this Agreement and we will send to you a copy of the Regulations so that you can read it <u>before</u> Accepting this Agreement; (c) not to tamper with or alter electrical appliances supplied by us; (d) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards and that the item can pass a PAT test, before bringing the item into the Accommodation or the Halls of Residence and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points. <p>2.10.2 Fire Safety</p>

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Halls of Residence) and:

- (a) where we give you reasonable prior written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Halls of Residences team and your attendance at that meeting is compulsory, attend that meeting;
- (b) 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) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment;
- (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Halls of Residence any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes) or leave cooking unattended;
- (d) not to light any fires, leave cooking unattended or hold any barbeques (unless in a designated barbeque area) in the Accommodation or Halls of Residence.

2.10.3 **Security**

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

- (a) keeping your key, key fob or key card with you at all times;
- (b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;
- (c) reporting lost keys, key fobs or key cards to the Accommodation Office as soon as practicable after discovery (you will remain responsible for such items until they are reported as lost). Note that you will be liable to pay the reasonable costs associated with the replacement of any lost keys, key fobs or key cards and we will provide you with written evidence that the costs are reasonable;
- (d) locking the door to your Accommodation together with any corridor/main entrance doors in the Halls of Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- (e) not letting anyone you do not know into the Halls of Residence and accompanying your Visitors at all times.
- (f) promptly reporting to the reception at Glasney Lodge in person or via phone (a) any suspicious circumstance that you are aware of which is likely to affect the security of any part of the Halls of Residence or (b) any damage to the Halls of Residence which you are aware of that has been caused by an intruder as soon as reasonably practicable and within 24 hours of becoming aware; and
- (g) promptly showing your University student ID card if requested to do so by any member of our staff.

2.10.4 **Health and Safety**

You agree:-

- (a) to report to the reception at Glasney Lodge any accident causing injury which you are involved in or any incident that could have resulted in an injury which occurs at the Halls of Residence or the Accommodation;
- (b) to inform the reception at Glasney Lodge if you are diagnosed with or have been in contact with an infectious or contagious disease. If the

		<p>infection or contact occurs when you are away from the Accommodation, you should not resume residence unless the Halls team is satisfied (acting reasonably) that there is no risk of infection or disease affecting other residents of the Halls of Residence and the Halls team may request medical evidence as a pre-condition of you returning to the Accommodation;</p> <p>(c) to provide advance notice to the Halls team if you intend to be away from the Accommodation for a period of 7 days or more;</p> <p>(d) to notify the Halls team if you intend to remain in the Accommodation during the Christmas and/or Easter vacation periods; and</p> <p>(e) not to fly drones within or in the vicinity of the Halls of Residence or any of our other halls.</p>
	Pets	You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Halls of Residence. Registered, accredited assistance animals are permitted by prior arrangement with the Accommodation Office in the case of disability.
	At the end of the Agreement	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to vacate the Accommodation by 10am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>2.12.2 to return all keys, key fobs or key cards to the Accommodation Office. If keys, key fobs or key cards are not returned we will have to replace the key, key fob or key card and we will charge you for the reasonable cost of this and provide you with written evidence that the costs are reasonable. If any lost keys, keys fobs or key cards are located, they must be returned to the Accommodation Office as soon as possible;</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any 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 a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings.</p>
	Induction	You agree to complete the online student accommodation induction for the relevant academic year in advance of moving into the Accommodation. The induction can be accessed on your Room Service account 10 days prior to the start of the Period of Residence.
	Television licence	If you bring a television into the Accommodation, watch live television through your computer or otherwise require a television licence for any device that you use in the Accommodation or the Halls of Residence (save for any device supplied by us in the Communal Areas), you will be responsible for obtaining your own television licence and by bringing the device into the Accommodation/Halls of Residence you confirm that you have obtained a television licence
OUR RIGHTS		
	Alterations and building works	We have the right to carry out any alterations or building works at the Accommodation, the Halls of Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.
	Access & inspection	3.2.1 As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice (in accordance with these Ts and Cs). In most instances, we will enter the Accommodation during the day and we will give you reasonable prior written

		<p>notice of our intention to access the Accommodation by delivering a hard copy notice to the Accommodation or sending you a text or e-mail.</p> <p>3.2.2 Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following: (a) in an emergency, for example fire or flooding; (b) in order to maintain or repair the Accommodation, or any other part of the Halls of Residence to comply with our responsibilities under this Agreement; (c) to carry out Accommodation inspections; (d) to carry out kitchen inspections; (e) to inspect the fire equipment, (f) to inspect the Accommodation prior to your departure; (g) if we have grounds to be concerned for your welfare or the welfare of your Visitors, for example if there are reports of self-harm or attempted suicide; and/or (h) if we have reasonable grounds for suspecting that illegal activities are being carried out in the Accommodation, for example drug taking or prostitution.</p> <p>3.2.3 If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present.</p> <p>3.2.4 If you are not present then, irrespective of whether or not this relates to a visit of which we have given you notice, we will let ourselves into the Accommodation using our duplicate key.</p> <p>3.2.5 In an emergency (e.g. water is overflowing or someone's life or safety is at risk), if you are not in to give us access to the Accommodation, we may have to force entry. If we do, we will secure the Accommodation and repair any damage caused by 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 repair any associated damage.</p> <p>3.2.6 If we need to carry out planned works to the Accommodation, we will consider the potential impact on residents of the Halls of Residence and will minimise disturbance and inconvenience as far as is reasonably practicable. We will use reasonable endeavours to avoid carrying out planned works to the Accommodation during exam periods and will provide a minimum of 7 days notice of any planned works. If urgent works are required to the Accommodation, we will provide a minimum of 24 hours notice where possible, unless the circumstances require an immediate response.</p>
	<p>Removal of items from the Accommodation</p>	<p>We may remove from the Accommodation or Halls of Residence any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance, subject to us giving you prior warning. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Halls of Residence.</p>
	<p>Our right to require you to relocate</p>	<p>3.4.1 As this Agreement is a licence, we have the right to move you to similar alternative accommodation at any time (including after this Agreement is formed but before you arrive at the Halls of Residence). We will normally only require you to move to similar alternative accommodation for the following reasons:-</p> <ul style="list-style-type: none"> (a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Halls of Residence, that the Accommodation or Halls of Residence is unfit for occupation, or where the Period of Residence includes the Christmas and/or Easter vacations and the Halls of Residence is not fully occupied during the vacation); (b) where we reasonably consider that, because of your behaviour, 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; <p>3.4.2 If we request you to relocate:</p> <ul style="list-style-type: none"> (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the

		<p>circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours or immediately in case of emergency;</p> <p>(b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, 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 (a). The Agreement 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 Licence Fee you have paid in respect of the period after the termination date;</p> <p>(c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) directly incurred by you moving into the alternative accommodation.</p> <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>
YOUR RIGHTS		
	Occupation	<p>For the Period of Residence we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement: -</p> <p>4.1.1 a licence to occupy the Studio;</p> <p>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Studio; and</p> <p>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.</p>
IF YOU BREACH THIS AGREEMENT		
	Payment for loss or damage	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Halls of Residence when the damage occurred.</p>
	The procedure we will follow if you have breached this Agreement	<p>If you or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:</p> <p>5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, our authorised staff will decide whether to:</p> <p>(a) take no action;</p> <p>(b) discuss this with you informally;</p> <p>(c) write to you to draw your attention to the alleged breach and/or take further action in accordance with clause 5.2.2.</p>

		<p>5.2.2 The Disciplinary Rules and Procedure apply to this Agreement and the Accommodation Office may refer the matter to the Living Support Team to be dealt with in accordance with the Disciplinary Rules and Procedure.</p> <p>5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Finance Team.</p>
TERMINATION OF THIS AGREEMENT		
	Your right to terminate before you take occupation	<p>6.1.1 You may terminate this Agreement before you take up occupation of the Accommodation if you notify the Accommodation Office in writing, of your wish to terminate this Agreement and this written notification is received within 14 days of the date of your acceptance of this Agreement.</p> <p>6.1.2 If you terminate this Agreement under this clause we will refund the Deposit and any Licence Fee that you have paid.</p>
	Failure to move into the Accommodation	If you fail to move into the Accommodation on the arrival date notified to you and have not contacted us within 7 days of that date to arrange a later arrival, we may terminate this Agreement on written notice with immediate effect. In these circumstances, you will not be entitled to a refund of the Licence Fee that relates to the period prior to the termination.
	Our right to terminate before you take occupation	If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Deposit and/or Licence Fee that you have paid under this Agreement.
	Your other rights to terminate	<p>You may terminate this Agreement if you:</p> <p>6.4.1 contact the Accommodation Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy both of the following conditions:</p> <ul style="list-style-type: none"> (a) you have found a suitable replacement occupier approved by us (approval not to be unreasonably withheld) who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation immediately after you have left; and (b) you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date. <p>Please note that we are entitled to withhold approval to a replacement occupier if they are not eligible to live in our accommodation or if they have previously lived in our accommodation and have not complied with the obligations in their accommodation agreement.</p> <p>6.4.2 withdraw from/intermit or interrupt your course of study and you satisfy the following conditions:</p> <ul style="list-style-type: none"> (a) contact the Accommodation Office providing not less than four weeks written notice of your intention to terminate and specifying the End Date and comply with the Request to Vacate procedure; https://fxplus.ac.uk/accommodation/policy/request-to-vacate-procedure; (b) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date; and (c) we have received confirmation from the University that you have withdrawn, intermitted or interrupted your course of study. <p>6.4.3 are under 18 when you Accept this Agreement and:</p>

		<p>(a) within two weeks after your 18th birthday you give to the Accommodation Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and</p> <p>(b) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.</p> <p>6.4.4 If you terminate this Agreement under this clause 6.4 and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date.</p>
	Our right to terminate if you have breached the Ts & Cs	<p>We may terminate this Agreement in any of the following circumstances: -</p> <p>6.5.1 if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more; or</p> <p>6.5.2 where you have committed a serious breach (for the avoidance of doubt we consider any breach of your obligations in clauses 2.8 and 2.10 as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these clauses we may terminate this Agreement) or have persistently breached any of the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement.</p>
	Our right to terminate for other reasons	<p>We may also terminate this Agreement by giving you not less than 4 weeks written notice if: -</p> <p>6.6.1 we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;</p> <p>6.6.2 you are no longer pursuing a course of study with us;</p> <p>6.6.3 we reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or</p> <p>6.6.4 if any information supplied by you, or on your behalf, in connection with your application to us 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.</p>
	Effect if we terminate the Agreement	<p>6.7.1 If we terminate the Agreement in the circumstances set out in clauses 6.5 or 6.6, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you or your Visitors.</p> <p>6.7.2 If we terminate this Agreement in the circumstances set out in clause 6.6.1, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the termination date.</p> <p>6.7.3 If we terminate the Agreement in the circumstances set out in clause 6.5, we will retain or be entitled to claim any Licence Fee paid in advance but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.7.4 If we terminate the Agreement in the circumstances set out in clauses 6.6.2, 6.6.3 or 6.6.4, you will still be obliged to pay Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the</p>

		<p>Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.</p> <p>6.7.5 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.</p>
COMPLAINTS/APEALS		
	Procedure	<p>7.1.1 If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with the Accommodation Office or the reception at Glasney Lodge. If you are not happy with the outcome and wish to pursue your complaint further, you should send it in writing to the Accommodation Team at accommodation@fxplus.ac.uk. Should your complaint require further escalation, you can address your complaint to the Accommodation Office Manager for review. The final stage of the escalation process is for the Head of Accommodation Services to review and respond to your complaint within 14 days.</p>
OTHER MATTERS		
	Notices	<p>8.1.1 In the case of all letters and notices sent under the terms of or in accordance with the provisions of this Agreement these need to be sent as follows (in order for the letters or notices to be deemed to be received):</p> <p>(a) us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 8.1.3);</p> <p>(b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Accommodation Office.</p> <p>8.1.2 A notice sent by the following means is to be treated as having been received:</p> <p>(a) if delivered by hand, on the day of delivery; or</p> <p>(b) if sent by first class post or special delivery, on the first working day after posting.</p> <p>8.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting the Accommodation Office.</p> <p>8.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).</p>
	Data Protection	<p>8.2.1 We process data relating to you for the purposes of: (a) administering this Agreement (which may include sending communications to you and/or processing any payments made by you); (b) processing, considering and/or fulfilling any requests made in respect of your residency; (c) managing and maintaining our residences and non-academic activities; (d) health, safety and day to day running of our residences; (e) diversity and equal opportunity monitoring; (f) to provide support services; and (g) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime. Please be aware that a failure by you to provide us with your personal data when requested for the above purposes (other than in relation to (e)) may result in the termination of this Agreement.</p> <p>8.2.2 The legal bases for the processing noted above are that:</p>

		<p>(a) the processing is necessary for the performance of a contract ((a), (b) and (f));</p> <p>(b) the processing is necessary for us to comply with a legal obligation ((d) and (e));</p> <p>(c) the processing is necessary for the purposes of our legitimate interests ((c), (d) and (g)).</p> <p>8.2.3 When we use CCTV for the purposes of security and the prevention and detection of crime, we do so on the further basis that such processing is necessary for reasons of substantial public interest.</p> <p>8.2.4 We are required to carry out a balancing test of our legitimate business interests in using your personal data outlined above against your interests and rights under data protection law. As a result of our balancing test, which is detailed below, we have determined, acting reasonably and considering the circumstances, that we are able to process your personal data in accordance with data protection law on the basis that we have a legitimate business interest</p> <p>8.2.5 We consider that it is within our legitimate interests to be able smoothly to manage and administer our residences and non-academic activities, and to ensure that our residences are safe, secure and well-run. We consider that it is reasonable for us to process your personal data for the purposes of these legitimate interests as we process your personal data only so far as is necessary to achieve such purposes, and that the processing of your personal data does not unreasonably intrude on your privacy.</p> <p>8.2.6 We may need to process special categories of your personal data (for example racial or ethnic origin, medical or health data, political opinions, religious or philosophical beliefs, biometric data etc.) For example, we may need to collect data in relation to health or disability to enable us to make reasonable adjustments to enable you to access and enjoy the Accommodation, and we may need to collect diversity data to enable equality of opportunity to be monitored. Our processing is permitted in these circumstances because it meets conditions under data protection law (we have a statutory obligation, and/or it is necessary to monitor equality of opportunity). There may also be limited circumstances in which we may need to ask for your consent to process your special category personal data. To give your consent to this processing you will need to tick the relevant box in the online application process. You can withdraw your consent to this processing at any time by writing to the Accommodation Office. On receipt of the withdrawal of your consent, we will cease the processing. This does not affect our rights to process your special categories of personal data prior to the withdrawal of your consent or where we are required to do so for legal reasons.</p> <p>8.2.7 If we intend to process your personal data for a purpose other than as listed above, prior to such processing we will provide you with any further information as required by the Data Protection Laws.</p> <p>8.2.8 The controller (as defined in the Data Protection Laws) of your personal data is Falmouth Exeter Plus.</p> <p>8.2.9 Falmouth Exeter Plus's data protection officer who is responsible for the application of our privacy policies and data protection compliance and governance can be contacted by emailing dataprotection@fxplus.ac.uk</p>
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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.
Governing law and enforceability	8.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country. 8.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.
Legislation	The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.
VAT	At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.
Council tax	If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).
Guarantees of accommodation	Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

SCHEDULE 1

Payment of Licence Fee	<p>1.0 Your Licence Fee must be paid by termly instalments by either: -</p> <p style="padding-left: 40px;">1.0.1 bank transfer; or</p> <p style="padding-left: 40px;">1.0.2 by debit or credit card using the Payment Portal</p> <p style="padding-left: 40px;">in accordance with the payment schedule set out at paragraph 1.2 below.</p> <p>1.1 Please note that American Express cards are not accepted.</p> <p>1.2 Payment of termly instalments must be received by the dates given below:</p> <p style="padding-left: 40px;">Falmouth University Students</p> <table border="1" style="margin-left: 80px;"> <tr> <td>Term 1, 16/09/23 - 05/01/24</td> <td>Deadline 07/10/23</td> </tr> <tr> <td>Term 2, 05/01/24 - 13/04/24</td> <td>Deadline 20/01/24</td> </tr> <tr> <td>Term 3, 13/04/24 - 21/06/24</td> <td>Deadline 12/05/24</td> </tr> </table> <p style="padding-left: 40px;">University of Exeter Students</p> <table border="1" style="margin-left: 80px;"> <tr> <td>Term 1, 16/09/23 - 05/01/24</td> <td>Deadline 07/10/23</td> </tr> <tr> <td>Term 2, 05/01/24 - 13/04/24</td> <td>Deadline 20/01/24</td> </tr> <tr> <td>Term 3, 13/04/24 - 21/06/24</td> <td>Deadline 12/05/24</td> </tr> </table>	Term 1, 16/09/23 - 05/01/24	Deadline 07/10/23	Term 2, 05/01/24 - 13/04/24	Deadline 20/01/24	Term 3, 13/04/24 - 21/06/24	Deadline 12/05/24	Term 1, 16/09/23 - 05/01/24	Deadline 07/10/23	Term 2, 05/01/24 - 13/04/24	Deadline 20/01/24	Term 3, 13/04/24 - 21/06/24	Deadline 12/05/24
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Term 3, 13/04/24 - 21/06/24	Deadline 12/05/24												
Sponsors	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 in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable												

		for the full payment. We will contact you if we have problems recovering money from your Sponsor.
	Payment of Deposit	Your Deposit must be paid online at the time of Accepting the Agreement by credit card or debit card. Please note that American Express cards are not accepted.

GLOSSARY

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

Accept	Means to formally accept the offer of the Accommodation online and "Accepted" and "Accepting" are to be interpreted accordingly.
Accommodation	Means the Studio or any alternative accommodation to which you have moved under this Agreement.
Accommodation Office	Means the Accommodation Office, Falmouth Exeter Plus, Penryn Campus, Penryn, Cornwall, TR10 9FE accommodation@fxplus.ac.uk 01326 253639
Agreement	Means the contract between us and you relating to the Accommodation and comprising: <ol style="list-style-type: none"> 1. these Ts & Cs; 2. the Agreement Summary; and 3. the Regulations (which will take precedence in the event of any contradiction between them and the Ts & Cs and/or the Agreement Summary).
Agreement Summary	Means the page of the online application process headed "Agreement Summary" which contains the specific details of the Accommodation being offered to you by us, the Period of Residence and the Licence Fee.
Allocated Living Preferences	Means any preferences notified to the Accommodation Office regarding the accommodation, for example a preference for mixed or single gender accommodation or quiet accommodation.
Communal Areas	Means all stairwells, corridors, landings and entrance halls within the Halls of Residence or other areas that we designate as common areas including (in the case of Packsaddle Hill only) the communal lounge area.
Deposit	Means the deposit as specified in the offer summary on your Room Service account.
Disciplinary Rules and Procedure	Means: - the Falmouth Exeter Plus disciplinary procedure which can be accessed at: - https://fxplus.ac.uk/accommodation/policy/disciplinary-action-for-non-academic-misconduct and either: - (a) for Falmouth University students (under Student Discipline) https://www.falmouth.ac.uk/student-regulations (b) for University of Exeter students http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/ If you are unable to access the relevant web link, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the procedure so you can read these before Accepting this Agreement.
End Date	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 6.4.
Finance Team	Means the finance team at Falmouth University, e-mail residences@falmouth.ac.uk .
Studio	Means the self-contained studio or self-contained flat at the Halls of Residence that will be allocated to you on your arrival.
Guarantee Agreement	Means an agreement signed by the Guarantor which confirms that they will meet any costs or liabilities arising under this Agreement which exceed the Deposit.
Guarantor	Means an individual approved by us who has signed a Guarantee Agreement in relation to this Agreement.

Halls of Residence	Means the specific hall named in the Agreement Summary together with any external areas of the hall which are owned by us (eg car parks, roads or gardens which adjoin the hall).
Inventory	Means the list of furniture and equipment at the Accommodation which we will give to you when you arrive.
Licence Fee	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary.
Living Support Team	Means the Living Support team, Student Services – phone number 01326 255341 (available during working hours Monday to Friday), email livingsupport@fxplus.ac.uk .
Payment Portal	Means our secure payment website which you can access at https://paymentportal.falmouth.ac.uk/Accommodation.aspx . If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement.
Period of Residence	Means the period starting and ending on the dates specified in the Agreement Summary (unless the Agreement ends earlier in accordance with the terms of this Agreement) which does not include the Summer vacation period.
Policies	Means:- <ul style="list-style-type: none"> • the Request to Vacate Procedure; and • the Accommodation Fees Payment and Debt Recovery Procedure; • the Application and Allocation Policy (Falmouth University) • the Application and Allocation Policy (University of Exeter) • the Allocation Appeals Policy which can be reviewed by following the links above. If you are unable to access the web links, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the Policies so you can read these before Accepting this Agreement.
Regulations	Means our Halls of Residence regulations which can be reviewed as part of your offer of accommodation and at https://fxplus.ac.uk/accommodation/policy/regulations . If you are unable to access this document, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the Regulations so you can read these before Accepting this Agreement.
Request to Vacate Procedure	Means our request to vacate procedure which can be viewed at: - https://fxplus.ac.uk/accommodation/policy/request-to-vacate-procedure If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the procedure so you can read these before Accepting this Agreement.
Room Service	Means our online system for management of the Accommodation which you can log in to using the log in details provided to you at https://roomservice.fxplus.ac.uk/Room%20Service%20 Portal/ . If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement.
Sponsor	Means any person or organisation who is paying all or part of your Licence Fee.
University	Means:- (a) Falmouth University in the case of students of Falmouth University; and (b) University of Exeter in the case of students of University of Exeter.
Visitors	Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.