1. Definitions and interpretation

1.1 The following terms used in these Standard Terms of Residence shall have the following meanings unless the context requires otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Acceptance Form”</td>
<td>the Acceptance Form signed by the Licensee accepting the offer of University accommodation made by the Licensor in the Offer Letter</td>
</tr>
<tr>
<td>“Administration Fee Scale 1”</td>
<td>the amount specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Administration Fee Scale 2”</td>
<td>the amount specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Common Parts”</td>
<td>the entrance stairs passageways and vestibules in the Property and such other parts (if any) of the Property and any adjoining or neighbouring University premises that are (from time to time) available for use by the Licensee in common with other occupiers of the Property or occupiers of other University premises and any fixtures fittings or furniture thereon</td>
</tr>
<tr>
<td>“Confirmation Notice”</td>
<td>written notice given by the Licensor to the Vacation Resident confirming that University accommodation is available to the Vacation Resident for the Vacation Residence Period</td>
</tr>
<tr>
<td>“Daily Rate”</td>
<td>the daily rate of the Licence Fee as determined by the Licensor being calculated by dividing the Licence Fee by the number of nights in the Licence Period or in any case where the Licensee is a Residential Adviser and is not required to pay a Licence Fee such daily rate as would have been applicable at the relevant time had the Licensee not been a Residential Adviser or such other daily rate as the Licensor may reasonably specify</td>
</tr>
<tr>
<td>“Damage”</td>
<td>any damage of any description whatsoever including (but without limitation) any breakage chipping scratching defacement graffiti staining burning soiling debris or deposit denting want of repair or destruction</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
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</tr>
<tr>
<td>“Deposit”</td>
<td>the sum (if any) specified as such in the Licence Particulars there being no Deposit payable where the Licensee is a Residential Adviser</td>
</tr>
<tr>
<td>“Excepted Damage”</td>
<td>any Damage not caused by the act or omission of the Licensee or any guest visitor or invitee of the Licensee (whether or not such guest visitor or invitee is permitted to be on the Property pursuant to the Licence Agreement)</td>
</tr>
<tr>
<td>“Fire Alarm Charge”</td>
<td>the amount specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Flat”</td>
<td>the flat within which the Room may be situated from time to time (if any)</td>
</tr>
<tr>
<td>“Hall Regulations”</td>
<td>any regulations or requirements contained in the Information for Students Booklet provided to the Licensee with the Offer Letter or in such other document as may be published from time to time by the Licensor (as the case may be) containing such regulations or requirements as the same may be applicable to the Property and as the same may be amended from time to time in accordance with the Standard Terms of Residence</td>
</tr>
<tr>
<td>“Interest”</td>
<td>1% above the base rate from time to time of National Westminster Bank PLC or such other equivalent rate of interest as the Licensor may reasonably specify such interest to be payable before as well as after any judgement for the period from the date on which the relevant sum was due to the date of actual payment</td>
</tr>
<tr>
<td>“Inventory”</td>
<td>the inventory signed by the Licensee as required by the Offer Letter (whether signed before or after the Licensee takes up occupation)</td>
</tr>
<tr>
<td>“Key Collection Date”</td>
<td>the date that is the earlier of (a) 14 days after the commencement of the Licence Period (b) the date specified for the collection of keys on the Hall Information Form</td>
</tr>
<tr>
<td>“Licence Agreement”</td>
<td>the agreement between the Licensor and the Licensee pursuant to which the Licensee is entitled to occupy the Room for the Licence Period the terms and conditions of which are set out in (a) the Offer Letter (b) the Licence Particulars (c) these Standard Terms of Residence</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“License Fees”</td>
<td>the fees specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Licence Particulars”</td>
<td>the Licence Particulars referred to in the Offer Letter</td>
</tr>
<tr>
<td>“Licence Period”</td>
<td>the period specified as such in the Licence Particulars which shall commence at 12.00noon on the first day of such period and end at 10.00am on the last day of such period</td>
</tr>
<tr>
<td>“Licensee”</td>
<td>the person specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Licensor”</td>
<td>City University of Northampton Square London EC1V 0HB</td>
</tr>
<tr>
<td>“Offer Letter”</td>
<td>the letter from the Licensor to the Licensee offering a place in University accommodation to the Licensee as described in the Acceptance Form</td>
</tr>
<tr>
<td>“Overnight Accommodation Fee”</td>
<td>such fee as may be specified by the Licensor from time to time</td>
</tr>
<tr>
<td>“Payment Dates”</td>
<td>the dates specified as such in the Licence Particulars</td>
</tr>
<tr>
<td>“Property”</td>
<td>(a) the property specified as such in the Licence Particulars (including but without limitation the Room and the Flat) or</td>
</tr>
<tr>
<td></td>
<td>(b) if the Licensor shall require the Licensee to occupy a study bedroom in University premises other than the Property pursuant to clause 2.4</td>
</tr>
<tr>
<td></td>
<td>the other University premises in which such study bedroom may be situated from time to time (including such study bedroom and any Flat)</td>
</tr>
<tr>
<td>“Replacement Agreement”</td>
<td>a licence agreement between the Licensor and a Replacement Licensee on similar terms to the Licence Agreement for the unexpired residue of the Licence Period</td>
</tr>
<tr>
<td>“Replacement Licensee”</td>
<td>another occupier for the Room who shall enter into a Replacement Agreement following termination of the Licensee’s right to reside in the Room and any Flat pursuant to the Licence Agreement</td>
</tr>
<tr>
<td>“Residential Adviser”</td>
<td>a Licensee who is providing the services of a Residential Adviser to the Licensor as an independent contractor pursuant to a Residential Adviser Agreement</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>&quot;Residential Adviser Agreement&quot;</td>
<td>an agreement between the Licensor and the Licensee pursuant to which the Licensee is to provide to the Licensor services as a Residential Adviser</td>
</tr>
<tr>
<td>&quot;Room&quot;</td>
<td>the study bedroom provided for the occupation of the Licensee as specified from time to time by the Licensor</td>
</tr>
<tr>
<td>&quot;Service Apparatus&quot;</td>
<td>toilets urinals hand basins cisterns sanitary ware pipes wires drains sewers watercourses cables and any other apparatus or equipment for the provision or transmission of Services in relation to the Property</td>
</tr>
<tr>
<td>&quot;Services&quot;</td>
<td>potable and other hot and cold water waste sewage soil electricity heating gas telecommunications and any other services</td>
</tr>
<tr>
<td>&quot;Standard Terms of Residence&quot;</td>
<td>these Standard Terms of Residence (as the same may be varied from time to time by the Licensor pursuant to clause 37.2) but not including the Vacation Residence Conditions</td>
</tr>
<tr>
<td>&quot;University&quot;</td>
<td>City University of Northampton Square London EC1V 0HB</td>
</tr>
<tr>
<td>&quot;Vacation Accommodation&quot;</td>
<td>such study bedroom as the Licensor may specify as being allocated to the Vacation Resident from time to time during the Vacation Residence Period</td>
</tr>
<tr>
<td>&quot;Vacation Application&quot;</td>
<td>the application for vacation residence submitted by the Vacation Resident</td>
</tr>
<tr>
<td>&quot;Vacation Deposit&quot;</td>
<td>where there is an existing Licence Agreement between the Licensor and the Vacation Resident and the Licence Period applicable thereto shall not all have expired the sum the Licensor holds or is entitled to hold as a deposit under such Licence Agreement or (a) if there is no existing Licence Agreement within (a) above such sum as may be specified as the Vacation Deposit in the Vacation Application</td>
</tr>
<tr>
<td>&quot;Vacation Period&quot;</td>
<td>the period of any relevant University vacation as fixed by the Licensor from time to time not falling within any part of the Licence Period</td>
</tr>
</tbody>
</table>
“Vacation Residence Agreement” the agreement between the Licensor and the Licensee brought into effect by the service of a Confirmation Notice pursuant to which the Licensee is entitled to reside in University accommodation for the Vacation Residence Period the terms and conditions of which are set out in

(a) the Vacation Application and

(b) the Vacation Residence Conditions

“Vacation Residence Conditions” the conditions in clause 41

“Vacation Residence Fee” the licence fee payable to the Licensor for the Vacation Residence Period as notified by the Licensor to the Vacation Resident

“Vacation Residence Period” (a) in the case of any single night specified in the Vacation Application Form not forming part of any uninterrupted series of consecutive nights the period from 2.00pm in the afternoon of the specified day to 10.00am on the following day

(b) in the case of any uninterrupted series of consecutive nights specified in the Vacation Application Form the period from 2.00pm in the afternoon of the first night in the series to 10.00am on the day following the last night in the same series

“Vacation Resident” the applicant for vacation residence

1.2 Any obligation of the Licensee not to do any act or thing shall include an obligation on the part of the Licensee not to permit or suffer such act or thing

1.3 Words denoting one gender shall include all other genders

1.4 The headings to any clause or paragraph shall not affect the interpretation of these Standard Terms of Residence

1.5 The Licence and the Licensee do not intend that any of the terms of the Licence Agreement will be enforced by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

1.6 The Licence Agreement is exempt from being an assured Tenancy by virtue of paragraph 8 of Schedule 1 to the Housing Act 1988 (as amended)
1.7 The Licensor shall be entitled to assign, novate or otherwise dispose of any of its rights and obligations under the Licence Agreement without the consent of the Licensee.

2. **Right to Occupy**

2.1 The Licensee shall be entitled to occupy the Room as a residence during the Licence Period subject to the terms of the Licence Agreement.

2.2 If the Room comprises part of a Flat the Licensee shall also be entitled during the Licence Period to use for residential purposes (in common with such other persons as the Licensor may in its absolute discretion designate from time to time) such parts of the Flat as may be designed or intended for communal use by the occupiers of the Flat and not comprising any other room designed or intended to be or be used as a private study bedroom.

2.3 The Flat shall be shared whenever required by the Licensor with such persons as the Licensor may designate from time to time in its absolute discretion.

2.4 The Room which the Licensee shall be entitled to occupy may be changed from time by the Licensor and the Licensee shall forthwith upon being required to do so vacate the Room and move all his/her possessions and effects to such other study bedroom within the Property or other University premises as the Licensor may direct from time to time. The Licensor shall only require such a change of room if there are reasonable grounds for doing so, for example relating to the management of the Property or management of relations between students, and will give the Licensee reasonable notice wherever practicable.

2.5 Notwithstanding clause 2.1 or any other provision of the Licence Agreement the Licensee’s rights of occupation under the Licence Agreement shall not come into effect and the Licensee shall not be entitled to occupy the Room and any Flat or to any other rights under the Licence Agreement if prior to the commencement of the Licence Period (or such earlier date as the Licensor may specify) the Licensee shall not have received written confirmation from the Licensor that the Licensee (having fully satisfied the relevant entry requirements) shall have a University place with the Licensor. If the Licensee shall not become entitled to occupy the Room and any Flat by reason of this clause 2.5 then the Licensor shall within one month of the commencement of the Licence Period refund to the Licensee the amount of any Licence Fees paid by the Licensee together with the Deposit [less any sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that may remain unpaid at the relevant time].

3. **Occupation as Licensee Only**

3.1 The Licensee occupies as licensee and not as a tenant and nothing shall create the relationship of landlord and tenant between the Licensor and the Licensee.

3.2 The possession management and control of the Property shall remain vested in the Licensor who shall be the occupier for all purposes including taxation and rating.
4. Rights Personal to the Licensee

4.1 The benefit of this licence shall be personal to the Licensee and shall not be assignable by the Licensee

4.2 The Licensee shall not purport to let the Property the Room or any Flat of any part thereof or to assign the benefit of its rights under the Licence Agreement or any part thereof

5. Sharing Prohibited

5.1 The Licensee shall not share occupation of the Room or the Flat or any part thereof with any person or persons not authorised by the Licensor in writing to share such occupation

6. Visitors and Guests

6.1 The Licensee shall not invite or permit any visitor or guest of the Licensee to be upon the Property or any other University premises except in accordance with this clause 6

6.2 Subject to clause 6.6 the Licensee may have not more than two daytime visitors to the Property at a time between the hours of 7.00am and 10.00pm each day provided that such visitors shall be signed in and out on each day in accordance with the requirements of the Licensor from time to time

6.3 If

6.3.1 any day time visitor shall not be signed in or out in accordance with the requirements of the Licensor as aforesaid or

6.3.2 any day time visitor shall be in the Property before 7.00am or after 10.00pm or

6.3.3 any other requirements of the Licensor in relation to day time visitors shall not be complied with

the Licensee shall be liable to pay to the Licensor on demand the Overnight Accommodation Fee for each such visitor for each and every day that this shall occur but without prejudice to any other right or remedy of the Licensor

6.4 The Licensee may have not more than one overnight guest in the Room or Flat provided that

6.4.1 no overnight guest shall be permitted on the Property unless the reception desk in the Property shall have received a completed application form in the form required by the Licensor before 5.00pm on the first day on which the guest is to stay in the Room and such other requirements of the Licensor as there may be from time to time in relation to such guests have been complied with

6.4.2 all overnight guests must vacate the Property and be signed out by 12.00pm on the day of departure in accordance with the requirements of the Licensor from time to time
6.4.3 the Licensee shall not be entitled to have an overnight guest for more than three nights in any seven day period

6.4.4 any overnight guest shall only sleep in the Room

6.5 If

6.5.1 any overnight guest shall not be signed in or out in accordance with the requirements of the Licensor or

6.5.2 any overnight guest of the Licensee shall remain in the Property after 12.00pm on the day of departure or

6.5.3 or any other relevant requirement of the Licensor in relation to overnight guests shall not have been complied with

the Licensee shall pay to the Licensor on demand the Overnight Accommodation Fee for each and every night the said guest shall have stayed without prejudice to any other right or remedy of the Licensor

6.6 For the avoidance of doubt the Licensee may not have more than one visitor during such time as any overnight guest shall be on the Property

6.7 Whilst in the Property or any other University premises any visitor invitee or guest of the Licensee shall be accompanied by the Licensee at all times

6.8 Any such visitor invitee or guest who is not so accompanied shall be a trespasser and shall be liable to be removed from University premises by the Licensor

6.9 The Licensee shall ensure that any guest invitee or visitor of the License shall not do anything that does or may cause any nuisance annoyance danger or distress to others

6.10 The Licensee shall be responsible for the behaviour of any visitor invitee or guest of the Licensee and shall pay to the Licensor and fully compensate the licensor for all damage to any property of the Licensor and any losses claims costs demands expenses liability damage and actions incurred or sustained by the Licensor directly or indirectly as a consequence of or in connection with any act omission of such visitor invitee or guest

6.11 The Licensee shall ensure that no guests invitees or visitors shall be or remain in the Property except insofar as permitted by this clause 6. If the Licensee fails to comply with the provisions of this clause 6 the Licensor may withdraw the Licensee’s right to have overnight guests.

6.12 The Licensee shall not hold any private party in the Property without the prior consent of the Licensor

6.13 The Licensee may not have any overnight guests staying in the Room or Flat during the University's annual shutdown period at Christmas and New Year
7. No Right to Exclude the Licensor

7.1 The Licensor, its servants or agents and others authorised by the Licensor shall be entitled to enter and remain upon the Room and the Flat at all reasonable times (with or without any necessary plant equipment and materials) for all reasonable purposes including (but without limitation) for the purposes of exercising such management and control or carrying out works of any description or inspecting or examining the condition of the Room or the Flat or any part thereof or its contents. The Licensor will give the Licensee reasonable notice before entering the Room or the Flat except in an emergency when no notice is required. The Licensee is to permit the Licensor to carry out such activities and is not to interrupt or hinder them.

8. Payment of Licence Fees and Compliance with the Licence Agreement

8.1 The Licensee shall pay the Licence Fees at the times and in the manner specified in the Offer Letter and the Licence Particulars and shall comply with all the other terms and conditions of the Licence Agreement.

9. The Deposit

9.1 The Licensee shall not be entitled to take up occupation of the Room or the Flat unless the Deposit and all initial relevant Licence Fees have been paid in accordance with the Offer Letter but if the Licensee is nevertheless permitted by the Licensor to take up occupation without payment of the any relevant Licence Fees and/or the Deposit in accordance with the Offer Letter they shall be paid at such time and in such manner as may be specified by the Licensor.

9.2 The Licensor shall have the right to apply the Deposit towards any sums of any description due from the Licensee to the Licensor under the Licence Agreement and remaining unpaid within 21 days after becoming due.

9.3 If required by the Licensor the Licensee shall within seven days of any demand pay to the Licensor the amount of any sum deducted by the Licensor from the Deposit and such payment shall be deemed to be part of the Deposit and be held by the Licensor accordingly.

9.4 Subject to the right of the Licensor to make deductions from the Deposit the Licensor shall return the balance of the Deposit to the Licensee within one month of the later of the expiry of all the Licence Period and the Licensee vacating the Property provided that where

9.4.1 the rights of the Licensee shall have terminated before the expiry of the Licence Period but the Licensee shall remain liable to pay the Licence Fee until a Replacement Licensee shall have entered into a Replacement Agreement pursuant to clause 31 clause 32 or clause 33 or

9.4.2 the Licensee shall be liable to pay to the Licensor a sum calculated by applying the Daily Rate pursuant to clause 34.3 by reason of a breach by the Licensee of clause 34.1 (subject as therein provided) the Licensor shall be entitled to retain the Deposit as continuing security for the liabilities of the Licensee under this Agreement and shall
(a) in the circumstances mentioned in clause 9.4.1 return any balance of the Deposit after making all permitted deductions within one month of the Replacement Licensee having entered into a Replacement Agreement after any relevant deductions as provided in clause 31 and

(b) in the case of the circumstances mentioned in clause 9.4.2 return any balance of the Deposit after making all permitted deductions within one month of the expiry of the period in respect of which any sums shall be payable by the Licensee under clause 34.3

10. **Use of the Property**

10.1 The Licensee shall not

10.1.1 do or permit or suffer to be done anything whether by himself his/her guests or his/her invitees which may be or grow to be or cause a danger nuisance or annoyance to the Licensor the other occupiers of the Property or the other occupiers of any other adjoining or nearby premises

10.1.2 use the Room or Flat otherwise than for the Licensee's own occupation as a residence

10.1.3 use the Room or Flat or any other part of the Property for any immoral or illegal purpose

10.1.4 carry on upon or from the Room or Flat or any other part of the Property any trade or business whatsoever

10.1.5 do or keep anything in any part of the Property that shall be illegal including drugs/controlled substances

10.1.6 display or distribute or allow to be displayed or distributed any flyers, posters or other promotional or advertising material except that which shall be permitted from time to time by the Licensor.

10.1.7 Do anything at the Property which is a breach of the University's Disciplinary Code

11. **Care of the Property**

11.1 The Licensee shall

11.1.1 take reasonable care of the Common Parts (including all fixtures fittings furniture and other contents therein) provided that the Licensee shall not be liable for any Excepted Damage to the Common Parts

11.1.2 keep the interior of the Room (including but without limitation all doors windows decorative surfaces and all fixtures, fittings, furniture and other contents therein) in as good a condition as that existing when the Licensee first became entitled to take up residence therein (fair wear and tear excepted) and in a clean and tidy condition at all times provided that the Licensee shall not be liable for any Excepted Damage to the interior of the Room

11.1.3 be jointly liable with the others entitled to use the Flat to keep the interior of the Flat (including but without limitation all doors windows all decorative surfaces and all fixtures, fittings, furniture and other contents therein but excluding the interior of any study bedroom therein occupied under another agreement with the
Licensor and the contents of such study bedroom (but without prejudice to the obligations of the Licensee under clause 11.1.2)) in as good a condition as that existing when the Licensee first became entitled to take up residence therein (fair wear and tear excepted) and in a clean and tidy condition at all times PROVIDED THAT the Licensee shall not be liable for any Damage to the interior of the Flat as aforesaid where such Damage is caused by the act or omission of any person other than (a) the Licensee or (b) any other person entitled to reside in the Flat or (c) any of the respective guests, visitors or invitees of the Licensee or any other person entitled to reside in the Flat.

11.1.4 return to the Licensor the Room and the Flat and contents specified in the Inventory (or any articles substituted therefor by the Licensor from time to time) at the expiration of the Licence Period or earlier determination of the Licensee’s right to occupy under the Licence Agreement in all respects in the condition required by the Licence Agreement and not to remove the contents specified in the said Inventory or any part thereof from the Property without the previous consent in writing of the Licensor.

11.1.5 not keep in the Property any substance of a dangerous corrosive combustible explosive radio-active volatile unstable or offensive nature or which might in any way injure or damage the Property or any Service Apparatus or the keeping of which may contravene any statute regulation or bye-law.

11.1.6 not to stop up or obstruct in any way or permit any debris, oil or grease or other harmful substance to enter by any means any Service Apparatus serving the Property and in the event of any damage or obstruction to the Service Apparatus (other than any Excepted Damage) to pay to the Licensor the cost of rectifying it.

11.1.7 immediately on becoming aware of the same to report all Damage to the Room or Flat or any Service Apparatus therein or to the contents of the Room or Flat to Hall reception.

11.1.8 report all Damage to the Common Parts and the contents thereof or any Damage or obstruction to or malfunctioning of Service Apparatus in the Common Parts to Hall reception immediately on becoming aware of it.

11.1.9 not obstruct the Common Parts by leaving or depositing any item there or by any other means whatsoever.

11.1.10 Check the Inventory and return it to the Licensor with any comments within seven days of your arrival (as specified in the Offer Letter).

12. Alterations and Additions

12.1 The Licensee shall not without the prior written consent of the Licensor:

12.1.1 damage or make any alterations in or additions to the Property (including but without limitation the decoration thereof and any fixtures or fittings or apparatus) nor to attach any fixture or fitting of any kind to them.

12.1.2 make any alterations to any locks in the Property.
12.1.3 introduce locks on the doors of the Property

12.2 The Licensee shall not

12.2.1 affix anything to the windows of the Room, the Flat or the Property

12.2.2 affix anything whatsoever to the walls, doors, furniture, fixtures or fittings or other contents of the Room, the Flat or the Property (save to any pin boards provided within the Room/Flat)

12.2.3 affix or display any notice or advertisement for commercial purposes upon any part of the Property

13. No Animals

13.1 The Licensee shall not bring animals of any sort into the Property or keep any such animals in the Property (other than guide dogs or assistance dogs)

14. Keys and Security

14.1 The Licensee shall

14.1.1 keep safe and secure and not allow any other person apart from the Licensor to have custody use or control of any keys, swipe cards or any other item or device providing access to the Room or Flat or any other part of the Property

14.1.2 pay to the Licensor on demand the cost of repairing or replacing any keys swipe cards or any other item or device providing access to the Room or Flat or any other part of the Property provided to the Licensee and which may be lost or damaged

14.1.3 carry and produce upon request Hall identification cards at all times

14.1.4 not reproduce or attempt to duplicate any keys, swipe cards, University identification cards or any device providing access to the Room or Flat or any other part of the Property

14.1.5 The Licensee shall comply with such requirements, conditions or recommendations of the insurers of the Property as the Licensor may from time to time notify to the Licensee

14.1.6 The Licensee acknowledges that the Licensor is not responsible for insuring his/her personal possessions

15. Compliance with Regulatory Requirements

15.1 As regards fire precautions and the parking of vehicles the Licensee shall comply with such regulations or by-laws as the local or other relevant authority may make from time to time
16. Damage to the Room

16.1 If any Damage (except Excepted Damage and damage attributable to fair wear and tear) shall occur during the Licence Period to any part of the interior of the Room or to any of the fixtures fittings furniture or the contents thereof the Licensee shall

16.1.1 remedy such Damage to the satisfaction of the Licensor if so required by the Licensor and

16.1.2 fully compensate the Licensor against any costs or liabilities arising from such breach or Damage and

16.1.3 pay to the Licensor on demand the cost of any works required to repair any such Damage (including without limitation the reasonable cost of replacing or renewing any item reasonably considered by the Licensor to be beyond economic repair)

17. Damage to the Flat

17.1 If the Room is within a Flat then if any Damage (except damage attributable to fair wear and tear) shall occur during the Licence Period to any part of the Flat (other than to the interior of any study bedroom within the Flat occupied under an agreement with the Licensor) or to any of the fixtures fittings furniture or the contents thereof the Licensee shall be jointly liable with all the persons for the time being entitled to reside in the Flat

17.1.1 to remedy such damage to the satisfaction of the Licensor if so required by the Licensor and

17.1.2 to fully compensate the Licensor for any costs or liabilities arising from such breach or damage and

17.1.3 to pay to the Licensor on demand the reasonable cost of any works required to repair any such damage (including without limitation the cost of replacing or renewing any item reasonably considered by the Licensor to be beyond economic repair)

PROVIDED THAT the Licensee shall not be liable for any Damage to the interior of the Flat as aforesaid where such Damage is caused by the act or omission of any person other than (a) the Licensee or (b) any other person entitled to reside in the Flat or (c) any of the respective guests visitors or invitees of the Licensee or any other person entitled to reside in the Flat or where the Licensee can prove that he or she was not at the Property when the Damage occurred

18. Damage to the Property

18.1 If any Damage (except Excepted Damage or damage attributable to fair wear and tear) shall occur during the Licence Period to any part of the Property (other than to the interior of the Room or the Flat or to the interior of any study bedroom within the Property occupied under an agreement with the Licensor but without prejudice to Clauses 16 or 17 or any other liability of the Licensee in respect of such premises) or to any of the fixtures fittings furniture or the contents thereof the Licensee shall be liable

18.1.1 to remedy such Damage to the satisfaction of the Licensor if so required by the Licensor and
18.1.2 to fully compensate the Licensor against any costs or liabilities arising from such breach or Damage and

18.1.3 to pay to the Licensor on demand the reasonable cost of any works required to repair or remedy any such Damage (including without limitation the cost of replacing or renewing any item reasonably considered by the Licensor to be beyond economic repair)

19. Interference with Services

19.1 The Licensee shall not alter divert tamper with or to interfere with the Service Apparatus in any way whatsoever

19.2 The Licensee shall fully compensate the Licensor on demand for the cost of any inspections repairs replacement alteration or renewal of any Service Apparatus that the Licensor may consider necessary or prudent as a result of any breach by the Licensee of clause 19.1.

20. Fire Precautions and Interference with Safety Equipment

20.1 The Licensee shall not interfere with or misuse any safety equipment (including but without limitation any fire fighting or emergency equipment detectors safety notices or alarms) within the Property

20.2 If the Licensee or any guest visitor or invitee of the Licensee shall deliberately and without due cause set off any fire alarm within the Property or any other University premises the Licensee shall pay the Fire Alarm Charge to the Licensor on demand

20.3 The Licensee shall not

20.3.1 obstruct any means of escape or hinder access to or egress from any part of the Property or any other University premises in any way

20.3.2 burn or have candles, incense, hookah (shisha) pipes or similar items in the Property

20.3.3 leave open or obstruct any fire door in the Property or any other University premises

20.3.4 smoke in the Property (including within the Room)

20.3.5 bring bicycles, shopping trolleys or any vehicle into the buildings or Property or into any building or other University premises except into such areas (if any) as the Licensor may designate in writing from time to time

20.3.6 alter modify damage or remove any window locks or devices for limiting or restricting the opening of windows or to interfere with them in any way

20.4 The Licensee shall notify the Licensor after using any fire fighting equipment in a bona fide manner in case refilling or other maintenance is necessary
21. Safety

21.1 The Licensee shall

21.1.1 comply with all safety notices and safety requirements of the Licensor in effect from time to time, including evacuation of the property upon activation of the fire alarm system and co-operate with security staff

21.1.2 not place any object on any outside windowsill of the Property or any other University premises

21.1.3 not throw, drop or hand any object from the windows, balconies, roofs or landings of the Premises or any other University premises

21.1.4 not otherwise act in any other manner that in the reasonable opinion of the Licensor endangers or is likely to endanger the health safety or welfare of others or their property

22. Electrical Equipment and Heaters

22.1 The Licensee shall not

22.1.1 bring into the Property or use open fires electric bar fires paraffin calor gas or petrol heaters or any other heaters or heating appliances of any description and shall not have or permit there to be any of the same in the Room or Flat

22.1.2 bring into or permit to remain in the Room or Flat any refrigerator (unless permitted by the Licensor), microwave oven, toaster or kettle or any other electrical or other equipment prohibited by the Licensor from time to time

22.2 Any electrical equipment not owned by the Licensor shall be properly insulated and wired and adequately suppressed and shall otherwise be safe and comply fully with applicable safety requirements

22.3 The Licensor shall be entitled to remove from any part of the Property any electrical equipment that it considers shall not comply with the requirements of the Licence Agreement without notice and shall have no responsibility for any loss or damage caused or for the safekeeping of such equipment which shall be held at the risk of the Licensee

22.4 If required by the Licensor the Licensee shall forthwith remove from the Property any electrical equipment of the Licensee that the Licensor considers shall not comply with the requirements of the Licence Agreement

22.5 The Licensee must hold a current television licence at all times for any television brought onto the Property

23. Interest and Administration Charges

23.1 The Licensee shall pay Interest on any sum due to the Licensor under the License Agreement which is more than 21 days overdue such Interest to be paid on demand
23.2 Without prejudice to any other right or remedy of the Licensor and in addition to any Interest that may be payable the Licensee shall pay on demand the following charges to cover additional administration and costs suffered by the Licensor:

23.2.1 a charge on Administration Fee Scale 1 on each occasion that

(a)  a direct debit instruction is cancelled without at least seven days prior notice in writing having been given to the Licensor

(b)  there are insufficient funds in the relevant bank account when a direct debit is presented

(c)  any payment due to the Licensor under the License Agreement is not paid on or before the date when it is due

23.2.2 a charge on Administration Fee Scale 2 for each and every failure to respond to notices and correspondence from the Licensor (including but without limitation notices and correspondence from Halls administration)

24. Maintenance of Kitchen Areas

24.1 With regard to kitchen areas that may be available for use by the Licensee (whether or not within a Flat) the Licensee shall be jointly liable with any other persons who may be entitled to use such kitchen areas in connection with their right to reside in University accommodation to ensure that such kitchen areas and cooking equipment therein are maintained in a clean tidy and hygienic condition and that dirty washing up is not left in the sink

25. Disposal of Rubbish

25.1 Where the Licensee shall not reside in a Flat the Licensee shall procure that all of the Licensee’s rubbish is securely and safely wrapped before disposal and is properly disposed of in accordance with the method employed at the Property or in such other manner as may be required by the Licensor from time to time.

25.2 Where the Licensee resides in a Flat the Licensee and the others entitled to reside in the Flat shall be jointly liable to procure that that all their rubbish is securely and safely wrapped before disposal and is properly disposed of in accordance with the method employed at the Property or in such other manner as may be reasonably required by the Licensor from time to time.

26. Cleaning of Kitchens and Communal Areas by the Licensor

26.1 Without prejudice to any obligation of the Licensee or any other rights of the Licensor under the Licence Agreement the Licensor shall be entitled to clean any kitchen areas toilets showers bathrooms sitting rooms lounges common rooms bars and other areas and facilities within the Property available for communal use by the Licensee and others (whether or not within any Flat) and to recover the cost of such cleaning in accordance with this clause 26.
26.2 Where the Licensee does not reside in a Flat but has the use of a kitchen the Licensee shall be jointly liable with the other persons entitled to use the relevant kitchen to pay on demand their respective proportion of such reasonable charges as the Licensor shall make for such cleaning under clause 26.1 to reimburse the Licensor for the full cost thereof.

26.3 Where the Licensee is entitled to reside in a Flat the Licensee shall be jointly liable with the other persons entitled to reside in the Flat to pay on demand their respective proportions of such reasonable charges as the Licensor shall make for cleaning the kitchen areas, toilets, showers, bathrooms, sitting rooms, lounges and any other communal areas within the Flat under clause 26.1 to reimburse the Licensor for the full cost thereof.

26.4 Where any such cleaning is carried out to any toilets, showers, bathrooms, sitting rooms, lounges, common rooms, bars and other areas and facilities within the Property available for communal use by the Licensee and others (other than kitchens) but which are not situated within any Flat the Licensee is entitled to reside in the Licensee shall be liable to pay on demand to the Licensor such reasonable charges as the Licensor shall make for cleaning such areas or facilities under clause 26.1 to reimburse the Licensor for the full cost thereof but only in so far as such cleaning is required by reason of the act or omission of the Licensee or any guest visitor or invitee of the Licensee.

27. Illness and Accidents

27.1 The Licensee shall forthwith report to the Hall staff any cases of actual or suspected serious illness or any accident of which the Licensee is aware.

28. Noise

28.1 The Licensee shall:

28.1.1 not make any unnecessary or undue noise in or in the vicinity of the Property at any time

28.1.2 keep all noise emanating from the Room or Flat to a minimum at all times

28.1.3 not (without prejudice to any other obligation in the Licence Agreement) operate any noise generating device so as to produce noise that shall be audible outside the Room/Flat at any time

29. Termination by the Licensor

29.1 The Licensee shall comply with such director’s requirements conditions or recommendations of the insurers of the Property as the Licensor may from time to time notify to the Licensee.
30. **Termination by the Licensor**

30.1 The Licensor may terminate the Licensee’s rights under the Licence Agreement in accordance with the provisions of this clause 30.

30.2 Each of the Licensor’s rights to terminate the Licensee’s rights under the Licence Agreement shall be in addition to and without prejudice to any other right to terminate the Licensee’s rights under the Licence Agreement.

30.3 The Licensor may terminate the Licensee’s rights under the Licence Agreement for any reason by serving not less than 28 days’ notice in writing upon the Licensee requiring the Licensee to cease to reside in the Property and the Licensee’s rights as aforesaid shall terminate at 10.00am on the last day of any such notice.

30.4 If

30.4.1 the Licence Fees or any instalment or part thereof shall be in arrears or unpaid upon the due date (whether the Licensor has demanded them or not); or

30.4.2 any other sums due from the Licensee to the Licensor are not paid when due or if any other financial obligation of the Licensee to the Licensor whether arising under any financial or other regulations of the University or otherwise shall not be complied with; or

30.4.3 the Licensee has failed to comply with any of its other obligations in the Licence Agreement; or

30.4.4 the Room shall not be occupied at any time after the Key Collection Date for any continuous period of 28 days or more; or

30.4.5 the Licensee shall behave in such a way that the Licensor (acting reasonably) considers that the health safety or welfare of others or their property is or may be endangered or adversely affected thereby or that such behaviour amounts to serious misconduct sufficient to justify termination of the Licensee’s rights under the Licence Agreement; or

30.4.6 any right to terminate the Licensee’s rights under the Licence Agreement specified in the Offer Letter shall arise

then the Licensor may by giving the Licensee not less than 28 days written notice terminate the Licensee’s rights under the Licence Agreement whereupon such rights shall so terminate at 10am on the date specified in such notice as the date on which such rights shall terminate or 28 days after service of such notice if no such date is specified.

30.5 If the Licensor shall terminate the Licensee’s rights under the Licence Agreement pursuant to clause 30.4

30.5.1 subject to clause 30.5.2 the Licensee shall continue to be liable to pay the Licence Fees at the times and in the manner specified in the Licence Agreement pursuant to clause 8.1 and clauses 23.1 and 23.2 shall continue to apply in respect of such payments but without prejudice to any other right or remedy of the Licensor.
30.5.2 provided that the Licensee shall have paid all Licence Fees and other sums due to the Licensor at the
time of such termination and shall comply with its obligations under clause 30.5.1 to pay any Licence
Fees becoming due thereafter and any Interest and administration charges payable in respect thereof as
aforesaid

(a) the Licensor shall use reasonable endeavours to find a Replacement Licensee for the Room who
shall enter into a Replacement Agreement and

(b) if the Licensor shall enter into a Replacement Agreement before the expiry of the Licence Period
then the Licensor shall repay to the Licensee within one month of completion of the Replacement
Agreement the Deposit pursuant to clause 9.4.1 and the proportion of the Licence Fees for the
period from the date from which the Replacement Licensee shall be liable to pay a licence fee to
the Licensor under the Replacement Agreement to the expiry of the Licence Period less any
sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that
may remain unpaid at the relevant time

31. Other Termination Events

31.1 If

31.1.1 the Licensee shall not register as a full time registered student of the Licensor by the relevant date for
such registration in the relevant academic year

31.1.2 the Licensee shall withdraw from the Licensee’s course of study with the Licensor for any reason and
shall not be enrolled on another full time course with the Licensor

31.1.3 the Licensee shall cease to be a registered full-time student of the Licensor for any reason

31.1.4 the Licensee shall fail to collect the keys or to take up residence of the Room and any Flat by the Key
Collection Date

31.1.5 the Licensee is a Residential Adviser and the Residential Adviser Agreement shall have been terminated
for any reason

then the Licensor may by giving the Licensee not less than 28 days written notice terminate the Licensee’s rights
under the Licence Agreement whereupon such rights shall so terminate at 10am on the date specified in such
notice as the date on which such rights shall terminate or 28 days after service of such notice if no such date is
specified

If the Licensee’s rights under the Licence Agreement are terminated, then entering any University Hall of
Residence will be prohibited for a period of time following the termination and this will be stated in the
“Termination Notice”. 
31.2 If the Licensee’s rights under the Licence Agreement are terminated under clause 31.1.1 the Licensor shall within one month refund to the Licensee the amount of any Licence Fees paid by the Licensee together with the Deposit less any sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that may remain unpaid at the relevant time.

31.3 If the Licensee’s rights under the Licence Agreement are terminated under clause 31.1.2 or 31.1.3 then the Licensor shall repay to the Licensee within one month of such termination the proportion of the any payment of the Licence Fee made by the Licensee for the period from the day after such termination to the expiry of the period in respect of which such payment was made by the Licensee together with the Deposit less any sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that may remain unpaid at the relevant time.

31.4 If the Licensee’s rights under the Licence Agreement are terminated under clause 31.1.4

31.4.1 subject to clause 31.4.2 the Licensee shall continue to be liable to pay the Licence Fees at the times and in the manner specified in the Licence Agreement pursuant to clause 8.1 and clauses 23.1 and 23.2 shall continue to apply in respect of such payments but without prejudice to any other right or remedy of the Licensor

31.4.2 provided that the Licensee shall have paid all Licence Fees and other sums due to the Licensor at the time of such termination and shall comply with its obligations under clause 31.4.1 to pay any Licence Fees becoming due thereafter and any Interest and administration charges payable in respect thereof as aforesaid

(a) the Licensor shall use reasonable endeavours to find a Replacement Licensee for the Room who shall enter into a Replacement Agreement and

(b) if the Licensor shall enter into a Replacement Agreement before the expiry of the Licence Period then the Licensor shall repay to the Licensee within one month of completion of the Replacement Agreement the Deposit pursuant to clause 9.4.1 and the proportion of the Licence Fees for the period from the date from which the Replacement Licensee shall be liable to pay a licence fee to the Licensor under the Replacement Agreement to the expiry of the Licence Period less any sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that may remain unpaid at the relevant time.

32. Termination by the Licensee during the Licence Period

32.1 The Licensee may terminate the Licensee’s rights under the Licence Agreement during the Licence Period by giving not less than 28 days notice in writing to the Licensor of the Licensee’s intention to vacate the Room together with a forwarding address (a “Termination Notice”).

32.2 If the Licensee shall serve a Termination Notice the Licensee’s rights under the Licence Agreement shall terminate on the earlier of 10.00am on the date of the expiry of the Termination Notice or the actual vacation of the Room by the Licensee.
32.3 If the Licensee shall terminate the Licensee’s rights under the Licence Agreement as a result of a Termination Notice as aforesaid (save where the Licensor is a Residential Adviser and is not required to pay any Licence Fee)

32.3.1 subject to clause 32.3.2 the Licensee shall continue to be liable to pay the Licence Fees at the times and in the manner specified in the Licence Agreement pursuant to clause 8.1 and clauses 23.1 and 23.2 shall continue to apply in respect of such payments but without prejudice to any other right or remedy of the Licensor

32.3.2 provided that the Licensee shall have paid all Licence Fees and other sums due to the Licensor at the time of such termination and shall comply with its obligations under clause 32.3.1 to pay any Licence Fees becoming due thereafter and any Interest and administration charges payable in respect thereof as aforesaid

(a) the Licensor shall use reasonable endeavours to find a Replacement Licensee for the Room who shall enter into a Replacement Agreement, give due consideration to any potential Replacement Licensee put forward by the Licensee and

(b) if the Licensor shall enter into a Replacement Agreement before the expiry of the Licence Period then the Licensor shall repay to the Licensee within one month of completion of the Replacement Agreement the Deposit pursuant to clause 9.4.1 and the proportion of the Licence Fees for the period from the date from which the Replacement Licensee shall be liable to pay a licence fee to the Licensor under the Replacement Agreement to the expiry of the Licence Period less any sums that may be owed by the Licensee to the Licensor under the Licence Agreement and that may remain unpaid at the relevant time

33. Preservation of Remedies

33.1 Any termination of the Licensee’s rights under the Licence Agreement shall be without prejudice to any other remedies of the Licensor

34. Action on Termination

34.1 Upon the expiration of the Licence Period and upon any earlier termination of the Licensee’s rights under the Licence Agreement in any manner whatsoever (as the case may be) the Licensee shall

34.1.1 immediately vacate the Room and Property and remove all his/her personal effects therefrom

34.1.2 leave the Room and the Flat in a clean and tidy condition and otherwise in such condition as shall be consistent with full compliance by the Licensee of its obligations under the Licence Agreement

34.1.3 no later than 10am on the day of the expiry of the Licence Period or sooner termination of the Licensee’s rights to deliver the keys swipe cards or other items or devices providing access to the Property any Flat and the Room to Hall reception
34.2 If the Licensee shall leave any personal effects on the Property in breach of clause 34.1.1 the Licensor may treat them as having been abandoned and may sell and retain any sale proceeds remove destroy or store or otherwise dispose of the same as the Licensor wishes and the Licensee shall pay to the Licensor on demand the cost of so doing and shall indemnify the Licensor against all and any resulting liability.

34.3 If the Licensee shall fail to comply with its obligations under clause 34.1 the Licensee shall (in addition to any other sums payable as a result of such breach or other remedy of the Licensor) pay to the Licensor on demand a sum equal to the Daily Rate multiplied by the number of days in the period from and including the day on which the Licence Period shall expire or (if earlier) the day on which the Licensee’s rights under the Licence Agreement shall terminate (as the case may be) to and including the later of (a) the day after the day on which the Licensor shall deliver up the keys swipe cards or other items or devices providing access to the Property any Flat and the Room to Hall Reception and (b) the day on which the Licensor has put or might reasonably be expected to have put the Room and the Flat into the state in which they should have been left if the Licensee had complied with its obligations under clause 34.1.

Provided that (for the avoidance of doubt) where the Licensee shall continue to be liable to pay the Licence Fee pursuant to another provision of these Standard Terms of Residence following the termination of the Licensee’s rights the Licensee shall not in respect of the same period be liable to pay both the sums payable under clause 34.3 and the Licence Fees and other sums payable under such other provision and clause 34.3 shall not apply in respect of any period during which the Licensee shall continue to be liable to pay the Licence Fees as aforesaid but without prejudice to the liability of the Licensee under such other provisions as aforesaid.

35. Suspension

35.1 The Licensor may suspend the right of the Licensee to occupy the Room and use the Common Parts for a reasonable period to enable the incident to be investigated

35.1.1 in the event of a serious breach of the Agreement

35.1.2 if the Licensor reasonably suspects that a serious breach has occurred or

35.1.3 if the Licensor reasonably believes that the behaviour of the Licensee is such that his or her removal from the Property is necessary in order to protect the wellbeing of the Licensee or others or to prevent serious damage to the Property

35.2 The Licensor may suspend the right of the Licensee to occupy the Room and use the Common Parts during any period when the Licensee is suspended from the University or excluded from the University or the Property

35.3 During any period of suspension the Licensee must remove his or her personal belongings from the Room and the Common Parts

35.4 Where a Licensee is suspended from the Room under this clause the Licensor will refund to the Licensee the proportion of the Licence Fees which relate to the period of suspension.
36.1 the terms of the Licence Agreement shall be as expressly set out in the Licence Agreement and shall not be capable of variation or modification except by a written agreement between the Licensor and the Licensee signed by both parties

37. Compliance with Regulations

37.1 The Licensee shall comply with the Hall Regulations (if any) and any such regulations as aforesaid may be modified or varied from time to time by the Licensor pursuant to clause 37.2

37.2 The Licensor shall have the right to make such variations to the Hall Regulations as may reasonably be necessary or appropriate from time to time for the proper management of the Property or the University or the health safety or welfare of those using the Property or other University premises and the Licensee shall comply with the Hall Regulations as so varied from time to time upon being notified of any such variation provided that if the Licensee shall not object in writing to any such variations within 14 days of being notified of the same such variations shall be deemed to be reasonably necessary or appropriate as aforesaid and accepted by the Licensee

38. Indemnity

38.1 The Licensee shall pay to the Licensor and fully compensate the licensor in respect of all losses claims costs demands expenses liability damage and actions whatsoever incurred or sustained by the Licensor directly or indirectly as a consequence of or in connection with any failure by the Licensee to comply with its obligations under the Licence Agreement or the use of the Property by the Licensee or anyone authorised by the Licensee or the existence or condition of any article not owned by the Licensor in or about the Room or Flat or any article owned or leased by the Licensee in or about the Property or any other University premises including (but without limitation) all reasonable costs and expenses incurred by the Licensor in connection with any steps that the Licensor in its absolute discretion may decide to take to remedy any such non-compliance but without prejudice to any other right or remedy of the Licensor

39. Liability of the Licensor

39.1 The Licensor shall have no liability for any failure to provide accommodation or any other services that the Licensor may have agreed to provide to the Licensee due to any matter outside the control of the Licensor

39.2 The Licensor will provide the following facilities (save where they are the responsibility of the Licensee under this Agreement):

39.2.1 keep the Property and the fixtures and fittings in it in a reasonable state of repair

39.2.2 provide and maintain fire fighting equipment in the Common Parts

39.2.3 provide reasonably adequate heating of the Room and Common Parts having regard to the prevailing weather conditions and a supply of hot and cold water

39.2.4 provide litter bins in the Common Parts and storage and collection of refuse
39.3 The Licensor shall not be liable to the Licensee or any other person in respect of:

39.3.1 any loss or damage to the personal property on the Property of the Licensee or any other person

39.3.2 any damage suffered by the Licensee or any guest invitee or visitor of the Licensee by reason of any defect in the Property

39.3.3 any injury distress death damage destruction whether to person or property or any financial or consequential loss due directly or indirectly to or caused by any act neglect omission or default of any other occupier for the time being of the Property or any of their guests or visitors or of any person employed by the Licensor or any person authorised by the Licensor to enter the Property

39.3.4 any loss damage nuisance interference or annoyance suffered during the carrying out of inspections repairs decorations or other works of any description to the Property or any neighbouring or adjoining University premises

PROVIDED THAT nothing in this clause shall absolve the Licensor from liability for any loss or damage due to its own negligence or any breach of its obligations under the Licence Agreement or its statutory obligations

40. Notices

40.1 Any written notice given by the Licensor to the Licensee shall be deemed to have been received by the Licensee the day after it has been sent if delivered through the University’s internal postal service or two days after if it has been sent by pre-paid first class post and sent to the Licensee at the Property or the latest home address of the Licensee as provided in writing by the Licensee to the Licensor

40.2 Written notice given by the Licensee to the Licensor shall be deemed to have been received by the Licensor the day after it has been sent by pre-paid first class post to the Student Centre at City University

41. Vacation Residence Conditions

41.1 The Vacation Resident may not withdraw the Vacation Application once it has been submitted without the consent of the Licensor

41.2 Immediately upon the service of a Confirmation Notice

41.2.1 the Vacation Resident shall be bound by and shall comply with these Vacation Residence Conditions

41.2.2 the Vacation Residence Fee shall be paid by the Vacation Resident within seven days of demand or (if earlier) by the first day of the Vacation Residence Period

41.2.3 the Vacation Resident shall not be entitled to any refund of the Vacation Residence Fee or any part thereof in any circumstances whatsoever (unless the licensor fails to provide the accommodation)
41.3 The Standard Terms of Residence shall be deemed to be incorporated into the Vacation Residence Agreement and shall apply accordingly as if set out in full in the Vacation Residence Agreement save as otherwise provided in these Vacation Residence Conditions and provided that for the purposes of this clause 41.3 the following expressions in the Standard Terms of Residence shall be construed as follows:

41.3.1 references to “the Licensee” shall be construed as references to the Vacation Resident

41.3.2 references to the “Licence Period” or any of them shall be construed as references to the Vacation Residence Period

41.3.3 references to the “Room” shall be construed as references to the Vacation Accommodation

41.3.4 references to the “Property” shall be construed as references to the premises in which the Vacation Accommodation is situated from time to time

41.3.5 references to the “Flat” shall be construed as references to the flat (if any) in which the Vacation Accommodation is situated from time to time

41.3.6 references to the “Licence Agreement” shall be construed as references to the Vacation Residence Agreement

41.4 If the Vacation Resident shall fail to comply with the obligations in clause 36.1 as incorporated into the Vacation Residence Conditions by clause 41.3 then clause 34.3 shall not apply but the Vacation Resident shall (in addition to any other sums payable as a result of such breach or other remedy of the Licensor) pay to the Licensor on demand a sum equal to the Daily Rate multiplied by the number of days in the period from and including the day on which the relevant Vacation Residence Period shall end or the day on which the Vacation Resident’s rights under the Vacation Residence Agreement shall terminate (as the case may be) to and including the later of

41.4.1 the day on which the Vacation Resident shall have vacated the Room and the Property and the Vacation Resident’s personal effects shall have been removed therefrom (whether by the Vacation Resident or the Licensor pursuant to clause 34.2) and

41.4.2 the day on which the Licensor has put or might reasonably be expected to have put the Room and the Flat into the state in which they should have been left if the Vacation Resident had complied with its obligations under clause 34 as aforesaid

41.5 In the event of any inconsistency or conflict between the Standard Terms of Residence incorporated into the Vacation Residence Agreement pursuant to clause 41.3 and these Vacation Residence Conditions these Vacation Residence Conditions shall prevail

41.6 In addition and without prejudice to the Licensor’s rights or remedies under any Licence Agreement

41.6.1 the Licensor shall have the right to apply the Deposit towards any sum of any description due from the Vacation Resident to the Licensor under the Vacation Residence Agreement that remains unpaid after becoming due
41.6.2 if required by the Licensor the Vacation Resident shall within seven days of demand pay to the Licensor the amount of any sum deducted by the Licensor from the Deposit as aforesaid and such payment shall be deemed to be part of the Deposit and held by the Licensor accordingly.

41.6.3 subject to the rights of the Licensor to make deductions from the Deposit (whether under any Licence Agreement or under the Vacation Residence Agreement) the Licensor shall return any balance of the Deposit to the Vacation Resident by the later of:

(a) the expiration of one month from the expiry of the Vacation Residence Period and
(b) the date when the Vacation Resident is entitled to the return of the Deposit under the terms of any Licence Agreement

41.7 The Vacation Resident shall have no right to terminate its obligations under the Vacation Residence Agreement but the rights of the Vacation Resident under the Vacation Residence Agreement shall otherwise be subject to termination in like manner as the Licensee's rights under a Licence Agreement pursuant to the Standard Terms of Residence.

41.8 Save as provided in clause 41.9 the terms of the Vacation Agreement shall be as expressly set out in the Vacation Application and these Vacation Residence Conditions and shall not be capable of variation or modification except by a written agreement between the Licensor and the Vacation Resident signed by both parties.

41.9 The Licensor shall have the right to make such variations to the terms and conditions of the Vacation Residence Conditions as may reasonably be necessary or appropriate from time to time as for the proper management of the Property or the University or the health safety or welfare of those using the Property and the Licensee shall comply with the Vacation Residence Conditions as so varied from time to time upon being notified of any such variation provided that if the Licensee shall not object in writing to any such variations within 14 days of being notified of the same such variations shall be deemed to be reasonably necessary or appropriate and accepted by the Licensee.

42. Apportionments of the Licence Fee

42.1 For the avoidance of doubt all apportionments of the Licence Fee required for the calculation of sums due to or from either party shall be calculated on the basis of the number of nights in the relevant period and by applying the Daily Rate thereto.

43. Room cleaning charge

43.1 The management will carry out periodic room inspections. If, in the opinion of the management, any room is not being kept clean to an acceptable standard then the room will be professionally cleaned and the cost of such cleaning deducted from the resident's deposit.

43.2 If for any reason the Licensee vacates the room before the end of the licence agreement period he or she will be liable to a room cleaning charge (including admin fee) of £25.00 (£45.00 weekends).