



**Myerscough
College**

INSPIRING EXCELLENCE

CATERING AND ACCOMMODATION LICENCE

2023/24

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

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

SECTION 1

1. Length of Occupation and Availability of Accommodation

- 1.1 The right to occupy a room at Myerscough lasts for one academic year only, as set out in the college calendar, and for only as long as you are a registered student of Myerscough College, St Michaels Road, Bilsborrow, Preston. PR3 0RY. The accommodation process must be completed / repeated for each academic year.
- 1.2 Under this Accommodation Licence a student is permitted to occupy a room for one academic year from the first day of each residential term to 6.00pm on the last day of each residential term. The right to occupy is not intended to refer to a specific room. Myerscough reserves the right to allocate the student to another room which may not be in the same hall as the room then occupied by the student. This also applies to students in shared rooms who may be subject to roommate moves during the academic year.
- 1.3 Students will be notified of changes to accommodation and related accommodation issues by email to their Myerscough email address. Students must regularly check their Myerscough email address.
- 1.4 Students who become resident are required to contract under the Accommodation Licence for a full academic year, as set out in the college calendar, irrespective of

timetable commitments, where the course of study is only a few days per week, changes to timetable, course dates, periods of work experience or if the student chooses to leave early in the summer term.

Termination of Licence

Students who wish to terminate their licence before the end of the academic year, must apply in writing to the residential help desk reshelp@myerscough.ac.uk This request will be reviewed by the Director of Commercial Services, who will determine whether the student has met the withdrawal criteria listed below. A student will need approval from the Director of Commercial Services to terminate their licence and move out of their Hall of Residence during an academic term.

Students are advised that non-collection or return of room keys during the licence period are not methods that can be used to terminate the licence agreement. Billing will continue until an application to withdraw has been received and approved by the Director of Commercial Services.

A Student can withdraw from accommodation in the following circumstances:

Termination of licence prior to moving in:

- 1.5 Students can cancel their accommodation booking and end their licence agreement until **Friday the 25th of August 2023** without incurring any charges. The student will need to e-mail reshelp@myerscough.ac.uk to notify us of their intent to cancel their room. They will be entitled to receive a full refund of their advance rent payment.
- 1.6 Any student who wishes to terminate their licence agreement after **Friday the 25th of August 2023** and before the start of term on **Monday the 4th of September 2023**, may do so, but will not be entitled to receive a refund of their advance rent payment. The student will need to e-mail reshelp@myerscough.ac.uk to notify us of their intent to cancel their room.

Termination of the Licence Agreement during the academic year:

Anyone wishing to terminate their licence after the 4th of September, will need to follow the procedures outlined below.

Transferring the licence:

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

Withdrawal from Course:

- 1.9 Any student withdrawing from their course will also be required to withdraw from accommodation. The student will need to e-mail the residential help desk reshelp@myerscough.ac.uk to request to terminate their licence. Students must provide proof that their withdrawal from their course has been processed, before requesting to end their licence.
- 1.10 Students who withdraw from their course and accommodation will be required to pay a 28 day notice period, following the agreed date of their withdrawal. For this period to start, the student must have vacated their room and returned their room key.
- 1.11 Myerscough may waive this 28 day period, if they are able to immediately re-let the room to another student who is not already residing at Myerscough.

Exclusions due to non-compliance, attendance, and non-payment of fees:

- 1.12 Students can be excluded and have their accommodation licence terminated for the following reasons: non-compliance with the Positive Behaviour Policy, non-compliance with the Student Charter or poor attendance.
- 1.13 Any decisions to exclude a student for any of the above reasons will be made following investigation. Students and Parents/Guardians of students who are under 18, will also be involved in this process.
- 1.14 Sometimes it may be necessary to suspend a student while an investigation takes place. Invoicing will continue during this time until a decision has been made to exclude the student from accommodation.
- 1.15 Once a decision to terminate the licence agreement has been made, the student will be required to contact the Accommodation Team at reshelp@myerscough.ac.uk to organise emptying their room and returning their room key. Once this has been completed a 28 day notice period will apply before invoicing ends.

Criminal Convictions or legal proceedings:

- 1.16 Students are required to declare any criminal convictions or legal proceedings prior to moving in and during their licence period.
- 1.17 Where convictions or court proceedings are declared and are deemed to put the welfare and safety of other students at risk, Myerscough College reserves the right to terminate the students licence agreement.
- 1.18 Any decision to terminate the licence agreement will be made following investigation. Students and Parents/Guardians of students who are under 18, will also be involved in this process.
- 1.19 Sometimes it may be necessary to suspend a student while an investigation takes place. Invoicing will continue during this time until a decision has been made to exclude the student from accommodation.
- 1.20 Once a decision to terminate the licence agreement has been made the student will be required to contact the Accommodation Team at reshelp@myerscough.ac.uk to organise emptying their room and returning their room key. Once this has been completed a 28 day notice period will apply before invoicing ends.

Exceptional circumstances:

- 1.21 A student cannot withdraw from accommodation and continue with their course, unless in exceptional circumstances.

- 1.22 For a student to apply to terminate their licence under exceptional circumstances, they would need to e-mail the residential help desk reshelp@myerscough.ac.uk with information regarding the reason for wishing to terminate their contract. In instances where a request is related to a medical condition, an element of proof will be required, such as, a written formal letter from a medical practitioner. This will need to be submitted along with the withdrawal request.
- 1.23 Any requests to terminate the contract under exceptional circumstances will be reviewed by the Accommodation Manager and the Director of Commercial Services, other departments such as finance, student support and welfare, and course tutors may also be contacted as part of the review process before a decision can be made.
- 1.24 The student may be liable to pay a notice period of no more than 28 days, following the agreement that they can withdraw. For the notice period to begin the room needs to be vacated and the keys returned.

Appeal

- 1.25 Any decision made under this section can be the subject of an appeal. A request to appeal must be lodged in writing to reshelp@myerscough.ac.uk within 7 days of being notified of that decision. The College's Senior Leadership Team will meet to review this appeal, before a further decision will be made.

2. Room Types and Fees

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

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

Accommodation	Total HE 36 weeks	Total FE 37 weeks
Twin room-shared bathroom (5-day meal contract) – <i>Under 18s only</i>	NA	£4810
Twin room-shared bathroom (7-day meal contract) – <i>Under 18s only</i>	NA	£5587
Single room-shared bathroom (5-day meal contract) – <i>Under/Over 18s</i>	£5436	£5587
Single room-shared bathroom (7-day meal contract) – <i>Under/Over 18s</i>	£6192	£6364
Single En-suite room (5-day meal contract) – <i>Under/Over 18s</i>	£6372	£6549
Single En-suite room (7-day meal contract) – <i>Under/Over 18s</i>	£7128	£7326
Self-catering – single En-suite room – <i>Over 18s only</i>	£4680	£4810

Veterinary Nursing Degree Students

Accommodation – Year 1 (16 weeks)	Total
Single room-shared bathroom (5-day meal contract)	£2416
Single room-shared bathroom (7-day meal contract)	£2752
Self catering – single room- en-suite	£2080

Accommodation – Year 3 (15 weeks)	Total
Single room-shared bathroom (5-day meal contract)	£2265
Single room-shared bathroom (7-day meal contract)	£2580
Self catering – single room- en-suite	£1950

3. Catering

- 3.1 All students who are under 18, are required to be on a catering contract.
- 3.2 Students aged 18 and over will have the option to choose between a catering and self-catering package at the time of booking a room.
- 3.3 All students living in catered halls of residence will be on a 5-day or 7-day meal contract. The contract is for the full period (excluding holiday periods) as indicated in point 4 below.

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

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

- 3.4 All students except those in self-catering accommodation will be registered onto the till system for contracted meals.
- 3.5 No refunds are given to a catered student who does not utilise their meal allowance.

4. Residential Year Dates Further Education

37 weeks	Rooms available from	Rooms must be vacated, and keys returned by 6.00pm	During vacation
Autumn	Sunday 3rd September 2023	Saturday 16th December 2023	Property may be left in room over Christmas at own risk.
Spring	Sunday 7th January 2024	Saturday 23rd March 2024	NO property may be left at College during the Easter break.
Summer	Sunday 14th April 2024	Thursday 27 th June 2024	NO property may be left at college after 27 th of June 2024.

Higher Education

36 weeks	Rooms available from	Rooms must be vacated and keys returned by 6.00pm	During vacation

Autumn	Sunday 3 rd September 2023	Saturday 16th December 2023	Property may be left in room over Christmas at own risk.
Spring/Summer	Sunday 7th January 2024	Friday 31 st of May 2024	NO property may be left at College after 31 st of May 2024.

Higher Education Veterinary Nursing Degree – Year 1

16 weeks	Rooms available from 6.00pm on	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)
Block 1	Sunday 3 rd September 2023	Friday 20 st October 2023
Block 2	Sunday 7th January 2024	Friday 9 ^h February 2024
	Sunday 18 th of February 2024	Friday 1 st of March 2024
Exam and revision weeks	Sunday 12 th May 2024	Friday 24 th May 2024

Higher Education Veterinary Nursing Degree – Year 3

15 weeks	Rooms available from 6.00pm on	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)
Block 1	Sunday 29th October 2023	Friday 15 th December 2023
Block 2 (incl exam week)	Sunday 3 rd March 2024	Friday 29th of March 2024
	Sunday 14 th April 2024	Friday 10 th May 2024

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

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

5 Room Allocation, Occupancy and Holiday Periods

Allocation

- 5.1 All rooms are allocated in accordance with the Myerscough Allocation of Student Residential Accommodation statement. Priority is normally given to those students living the furthest distance away from the College.
- 5.2 If the room type preference is not available due to over subscription, a student may be offered an alternative room and/or placed on a waiting list.

Occupancy

- 5.3 Students shall not begin to occupy their room before the dates highlighted in Section 4, except by prior written permission from the Residential Team. Where a student is permitted to take early occupation, an additional charge may be made and will be notified to the student prior to their arrival.
- 5.4 Rooms will not be available for occupation after holiday periods until 1.00pm on the day preceding the start of term.
- 5.5 The student shall not exchange with another student any room allocated to them without prior written authorisation being given by the Residential Team
- 5.6 The student will be allocated a room for their personal use only. The accommodation shall be used only as a private residence for the student and no trade or business shall be conducted therein.
- 5.7 Students are responsible for insuring their own property and chattels.

Holiday Periods

- 5.8 The room shall be vacated for the prescribed holiday periods outlined in section 4 - Term Dates
- 5.9 At the end of each term, the student is responsible for returning all the keys and fobs they hold, to accommodation, to the Residential Operations staff or by depositing these keys/fobs in the letter box in the Accommodation Office.
- 5.10 If a student does not return their room key at the end of term, Myerscough College will complete a lock change to ensure the security of that room. The lock change will be invoiced to the student. Please see section 7 for costs for this.
- 5.11 Students are required to remove all personal property, including vehicles, from College premises/campus for each holiday period (as stated in section 4) and at the end of the contract period. The College is not liable for any personal property left behind by students.
- 5.12 No property may be left in rooms over holiday periods unless otherwise stated.
- 5.13 In exceptional circumstances, permission may be granted for students to leave their belongings in their room over the vacation period. Personal belongings left in the room during vacation periods are left entirely at the owner's risk. Myerscough cannot be held responsible for the loss or theft of and/or damage to any property.
- 5.14 If permission has not been granted for belongings to be left, students will be charged reasonable costs to remove and store the belongings over the vacation period.
- 5.15 Students need to ensure that their rooms are left clean and tidy at the end of every term,
- 5.16 Myerscough College reserves the right to dispose of any food that has been left in rooms or fridges that will go off or out of date during the holiday period.

End of licence:

- 5.17 At the end of the licence agreement, the student is responsible for returning all the keys and fobs they hold for accommodation to the Residential Operations staff or by depositing these keys/fobs in the letter box on the Residential Office. Accommodation accounts cannot be closed until keys/fobs are returned and any lock changes and damages have been invoiced for.
- 5.18 If a student does not return their room key at the end of their licence, Myerscough College will complete a lock change to ensure the security of that room.

The lock change will be invoiced to the student. Please see section 7 for lock change estimates.

- 5.19 Students are required to ensure that their rooms are left clean and tidy and that any rubbish is disposed of. Any rooms that are not left clean and tidy may be charged for additional cleaning and rubbish disposal.
- 5.20 We reserve the right to dispose of any belongings that were not removed following the end of the licence agreement. We will pack up and store left belongings for 28 days. Students will be charged reasonable costs for the packing and storage of these belongings.

Room changes:

- 5.21 Room changes are dependent on a number of factors including, is the move appropriate for the student, for other students and if alternative accommodation is available.
- 5.22 Anyone wishing to move rooms will need their room change approved by both the Accommodation and Residential Support Managers. As part of this process the managers may need to consult with other teams to ensure that this is an appropriate move. As a result of this, room changes will not be agreed on the day of request unless there is a welfare or safeguarding concern.
- 5.23 The guarantor of any student who is under 18 will need to confirm that they approve the changes where the cost of the room type alters.
- 5.24 When a student moves room, it is expected that they leave their old room clean and tidy. Students who fail to leave the room clean and tidy will be charged a room cleaning charge of £25.
- 5.25 When a student moves room they will be given 7 days to move their belongings over and return the keys. At the end of this 7 day period, students will be charged for the removal of any items they have left in their room and/or a lock change, should the keys not be returned. Please see section 7 for lock change estimates.

Payments

- 6.1 The accommodation charge made by Myerscough relates to accommodation in a hall of residence during term-time only (see section 4 for term dates). Any stays outside of the accommodation licence would be invoiced accordingly.
- 6.2 At the time of acceptance of this contract, students are required to pay an advanced rent payment of £200 to secure their accommodation. This payment will be deducted from the total accommodation balance for this student, after they have moved into accommodation.
- 6.3 The annual catering and residential fee is payable by instalments. Instalments to be paid either:
- A) 50% prior to collection of room key in September and 50% prior to collection of room key in January, or
 - B) Seven separate instalments, the first prior to collection of room key in September and the remainder by standing order during the period October - March. To arrange the payments by standing order, please contact the Finance Office on email salesledger@myerscough.ac.uk
 - C) For students paying their residential fees from a Student Finance maintenance loan or grant, payment will be collected in 3 equal instalments by direct debit.

Direct debit mandates must be completed and signed, and the hard copy sent to the Finance Office prior to students collecting their key in September.

6.4 For students who receive a bursary, these are awarded for the full duration of the residential period. Should a student leave accommodation early, the bursary will be recalculated in line with the residential occupation dates.

6.5 Payments can be made by the following methods:

- a) Online – Visit www.myerscough.ac.uk/payments for a secure payment site. Please quote the student's date of birth in the invoice number field, student number in the debtor number field and amount when paying.
- b) BACS – Account Name Myerscough College, Sort Code 20-47-87, Account No 10662887. Please quote student number and "Residency instalment" as the payment reference.

6.6 Where a student has failed to make payment for the accommodation, Myerscough can bring the Accommodation Licence to an end. This will only occur when a student has been notified of their arrears and has failed to take action to reduce their debt within an agreed timescale. Reasonable notice will be given to the student by the Finance Team to advise them of our intent to terminate their contract. When a contract has been terminated the locks to the students room will be changed and the student will have 7 days to contact the Accommodation Team via reshelp@myerscough.ac.uk to arrange to empty their room and return any keys and fobs. Should a student fail to collect their belongings, the accommodation team will make arrangements to pack up and store their belongings for a further 28 days before disposing of them. A 28 day notice period may be applied following the termination of the contract.

Where the Student fails to pay their accommodation fees,, Myerscough reserves the right to pursue the Student for the outstanding amount via legal means..

7 Default charges relating to locks and keys:

These are estimated costs and subject to change.

- 7.1 The student shall be liable for the sum of £5 plus VAT for the replacement of a key fob
- 7.2 The student shall be liable for the sum of £5 plus VAT for the replacement of a room identity tag.
- 7.3 The student shall be liable for the sum of £90 plus VAT for the change of a lock barrel. Lock barrels will be changed when keys are not returned or if a key has been lost. This charge will be invoiced to the accommodation account of the student who is responsible for these keys.

8 Damages and Liability

8.1 The student shall be fully liable for the cost of making good any damage and/or losses to any part of the accommodation and/or the premises or the contents thereof caused by wilful act(s), omission or negligence of the student, his/her guests or agents or anyone within his/her control. Myerscough emphasises that students take responsibility for their own actions and those of their guests.

8.2 The cost of making good any such damage and/or losses will be charged to the student on a new for old basis. Where damage has been found Myerscough will

raise an invoice for the full cost of the repairs. Failure to pay any charges for damage may lead to exclusion from accommodation.

- 8.3 Students are responsible for reporting any damage to fixtures and fittings to the Residential Team.
- 8.4 Where damage has been found to have taken place and not reported, an investigation will take place to find out who was responsible for the damage. This can include referring to CCTV and the fobbing system. The student shall cooperate in responding to enquiries made by Myerscough in respect of damage. If an individual or group has been identified as responsible for causing damage following an investigation, the costs of repair damage will be invoiced to them. In circumstances where an individual cannot be identified as responsible for the damage, repairs or losses, the costs of replacement or repair will be divided equally between all occupants in a particular room, hall or flat.
- 8.5 Excessive damage by a student may result in the student being excluded from residential accommodation at the College.

Liability

- 8.6 If the premises are rendered uninhabitable by fire, flood, storm or subsidence for example, for any period, the College shall endeavour to provide alternative accommodation. Where alternative accommodation is not available, the College will return to the student a proportion of the fee paid which shall correspond to the period that the premises were uninhabitable.
- 8.7 The College does not accept any liability for any loss and/or damage to any personal property, vehicles, bicycles or motorbikes within the accommodation or campus whatsoever.
- 8.8 The student is to indemnify the College against all loss or damage claims including vehicles on campus which are left at own risk or demands which may in any way arise or be occasioned either directly or indirectly out of the exercise of the rights granted under this contract.

9. Accommodation Standards and Cleaning

It is the responsibility of the student to:

- 9.1 Keep the accommodation clean and tidy and, where it is shared, it shall be the joint responsibility of all the occupants. Any student who fails to maintain the accommodation to an acceptable standard, e.g., keep rooms and common areas clear of rubbish and obstructions, remove recycling items, food, etc., may be liable for disciplinary action and/or additional charges. The College will regularly clean catered accommodation, including communal rooms. Corridors and staircases will be cleaned in all accommodation. Students in self-catering rooms will be responsible for the cleaning of their own rooms. En-suite bathrooms in self-catered accommodation will be cleaned weekly.
- 9.2 Treat with care all the decoration, fabric, furniture, fixtures and fittings. No form of fixing including an adhesive substance, permanent or temporary, is to be used, e.g., blu-tack, adhesive tape or drawing pins, that would be likely to deface or disfigure any of the internal surfaces of the room, furniture or equipment. Students who do so, will be charged to repair damages caused.

- 9.3 Students must not, under any circumstances, move the bed in their room. It should remain at all times in its original position. Students are not allowed to remove or replace Myerscough furniture in their rooms or communal areas. This includes the mattress. Only mattresses provided by Myerscough are allowed in student rooms.
- 9.4 The student shall not make, nor cause to be made, any alterations to the furnishing, fixtures or fittings, or decoration of the accommodation or part thereof, without the prior consent of the College. Such consent can be withheld for any reason and is at the absolute discretion of the College. No aerials (including satellite dishes) shall be affixed to the premises.
- 9.5 Remove dirty boots, soiled footwear or spiked footwear on entry to the halls of residence.
- 9.6 The student is responsible for reporting promptly any maintenance issues or damages to residencies via the resrepairs@myerscough.ac.uk email.
- 9.7 Students moving into accommodation will be provided with an inventory form, so that they can complete an inventory of fixtures, fittings and furniture relating to their respective room. Students are required to complete this within 14 days of taking occupancy of the room. It will be assumed that if no inventory is returned, there is no damage or wear and tear. It is in the interest of the student that this form is completed and submitted. The student will be deemed to be responsible for the discrepancies, anomalies or item(s) concerned and any costs that may be incurred for replacement and/or repairs to any such items. Failure to complete the room inventory will relinquish the right of the student to query any such charges.

10. Safety and Emergencies including Fire & Health

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

must be taken at all times to ensure electrical sockets are not over loaded with the improper use of electrical equipment including extension plugs and leads. No cubed electrical appliances or cable drum extension leads are to be used in bedrooms or communal areas. Advice on electrical appliances and their use must be sought from an appropriate qualified member of Myerscough staff through the Health and Safety Advisor or Maintenance Manager.

- 10.5 All portable electrical appliances (for example, kettles, hair dryers, straighteners, TV's, personal computers, chargers, iPads & iPods, this is not an exhaustive list) brought onto Myerscough premises must be in a safe working condition and must comply with current CE specifications. During the first few weeks of the academic year, all student owned portable equipment will be PAT tested by a registered electrical contractor to ensure that all appliances comply with electrical regulations.
- 10.6 The Accommodation Manager should be advised of any additional electrical equipment brought into accommodation after the testing dates
- 10.7 The number of electrical items in use at any time must not exceed the number of fixed sockets. Personal portable electrical items always remain the responsibility of the student. Myerscough reserves the right to confiscate any appliance which is deemed to be in an unsafe condition or to cause a nuisance.

11. Security

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

12. Conduct

- 12.1 All students shall conduct themselves so as not to be, or to cause a nuisance or annoyance to any other occupants of the halls of residence or to others on campus or in the vicinity or neighbourhood of the campus.

- 12.2 All residents are required to show consideration for other students in halls of residence and to keep noise to a minimum at all times.
- 12.3 No audio or audio-visual equipment and/or musical instruments may be used so that it can be heard outside the room where it is played. Equipment will be confiscated where students persistently break this Myerscough regulation and will be returned to the student only when the students' occupancy of the room comes to an end.
- 12.4 Students may bring television sets into their rooms. Students are responsible for ensuring television sets have the appropriate licence. Television licences obtained for addresses other than the Myerscough Halls of residence do not cover students' use of television sets on campus.
- 12.5 The student shall not commit any illegal acts or behave in such a way that will, in Myerscough's reasonable opinion, undermine the moral welfare of the Myerscough community or bring the name of Myerscough into disrepute. Acting in such a way may result in the student being subject to disciplinary proceedings.
- 12.6 The student shall not keep in the room or bring into any residential building any animals, birds, or other pets, including fish, reptiles or insects, with the exception of a registered assistance dog.
- 12.7 Students may not bring into their room or any part of the building any objects such as a bicycle, vehicle, or motorcycle parts, including fuels, oils and solvents. Prohibited items will be confiscated and will be returned to the student (if reasonably practicable) only when the student's occupancy of the room has come to an end.
- 12.8 The student is not to use or allow the accommodation or premises to be used for any illegal or immoral purposes, nor shall any student carry out any trade or business from their room or hall of residence.
- 12.9 Students who stay in Myerscough's accommodation are required to maintain a good attendance record. Should a student's attendance fall below an acceptable level, Myerscough College will assess to see whether it is suitable for the students to continue in halls and may terminate the licence agreement. This is covered in section 1.12 exclusion from halls.

SECTION TWO

1. General

- 1.1 This contract contains terms and conditions upon which the person agreeing the contract (“the student”) will occupy his/her study bedroom (“the accommodation”) at Myerscough College (“the College”) and have the use of the communal areas in the particular College hall of residence (“the premises”).
- 1.2 The contract will commence upon the date specified in Section One, 5.2 and continue throughout the academic year 2023/24. The full annual hall fee stated in Section One of this contract is payable.
- 1.3 The parties hereby agree and acknowledge that the accommodation and the premises are being provided for the purpose of enabling students to attend a designated programme at Myerscough College and consequently this contract does not create a secure tenancy, being exempt by virtue of paragraph 8 of schedule 1 of the Housing Act 1988.
- 1.4 Students will be notified of any amendments to this contract at least **FIVE** working days in advance of the amendment. Notification will either be in writing or by notice or a combination of both.
- 1.5 The contract is for the full period as advised irrespective of timetable commitments, where the student is not studying each day, changes to timetable, course dates or if the student chooses to leave early in the summer term.

2. Conditions

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

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

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

3. Liability

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

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

Appendix A- Fines relating to Health & Safety

The following fines will be applied for any breaches of Health and Safety:

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