



TERMS AND CONDITIONS OF RESIDENCE
ACADEMIC YEAR 2024/2025

Please read your offer letter and these terms and conditions before signing and returning your Acceptance Form

THIS STUDENT RESIDENCE AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN THE UNIVERSITY AND THE STUDENT.

BY SIGNING THE ACCEPTANCE FORM YOU AGREE TO ABIDE **FULLY** BY THESE TERMS AND CONDITIONS, WHICH **INCLUDES PAYING FOR THE FULL CONTRACTUAL PERIOD.**

THIS STUDENT RESIDENCE AGREEMENT IS A FIXED TERM LICENCE AND NOT A TENANCY AGREEMENT. IT DOES NOT CONFER EXCLUSIVE POSSESSION. WE (AND OUR STAFF) HAVE THE ABSOLUTE RIGHT TO ENTER THE ACCOMMODATION AT ANY TIME WITHOUT NOTICE.

IF YOU DO NOT TAKE UP YOUR ACCOMMODATION ONCE YOU HAVE SIGNED THE ACCEPTANCE FORM YOU WILL HAVE TO PAY FOR THE FULL CONTRACTUAL PERIOD AND NO REFUNDS WILL BE PAYABLE FOR PAYMENTS YOU HAVE MADE UNLESS OTHERWISE STATED IN THE TERMS AND CONDITIONS BELOW.

THE AGREEMENT INCLUDES AT PARAGRAPH 23 TERMS WHICH SET OUT WHAT MAY OCCUR IF OCCUPATION OF THE ACCOMMODATION IS AFFECTED BY A 'FORCE MAJEURE EVENT'. IT IS AN EVENT BEYOND OUR CONTROL THAT COULD PREVENT, OR HAVE SOME OTHER IMPACT, ON YOUR USE AND OCCUPATION OF THE ACCOMMODATION. THE MEANING OF FORCE MAJEURE IS IN THE DEFINIITIONS SECTION AT 1.2 BELOW.

IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR WISH TO DISCUSS REGARDING THE CONTRACT, PLEASE CONTACT THE MDX ACCOMMODATION TEAM BEFORE SIGNING THIS DOCUMENT.

1. Glossary and Interpretations

1.1 The Student Residence Agreement is the contract between us and you relating to the Accommodation and comprising

- 1.1.1 the Offer Letter which has the meaning set out in 1.2 below; and
- 1.1.2 the Acceptance Form which has the meaning set in 1.2 below; and
- 1.1.3 these Terms and Conditions; and
- 1.1.4 the University Regulations which are available at <https://www.mdx.ac.uk/about-us/policies#regulations>.

1.2 Words used in the Student Residence Agreement and in these terms and conditions have the following meanings:

“Academic Year”	Means the year 2024/2025
“Acceptance Form”	Means the form, referred to in paragraph 1.1.2 above, containing the specific details of the Accommodation being granted to you, the Period of Residence and the Rent, which you accept online at the Mdx Portal to confirm your agreement to these terms
‘Acceptance’	Means acceptance of the Agreement which you accept online at the Mdx Portal.
“Access Areas”	Means all stairwells, corridors, landings and entrance halls within the Hall
“Accommodation”	Means the room at the Hall that will be allocated to you on your arrival at the University, or any other alternative accommodation provided where we need to relocate you under this Student Residence Agreement
“Advance Rent Payment”	Means an advance payment of your rent in the amount stated at paragraph 3.5 below.
“Agreement”	Means this Student Residence Agreement
“Application Form”	Means the form by which you applied to us for accommodation
“Authorised Contractor”	Means the person or company appointed by us from time to time to manage the Hall (currently Middlesex First Limited) and any employees or contractors appointed by them (currently Optivo)
‘Business Day’	Means a weekday, except where the weekday is a public holiday in England and Wales.

“Complaints Procedure”	Means the complaints procedure detailed at paragraph 36
“Email Address”	Means your University student email address
“Force Majeure”	Means an unforeseen event, which unavoidably impacts in on your occupation of the Accommodation, possibly causing a disruption to the usual management of the Accommodation by the University and/or disruption to your occupation of the Accommodation. Such an event may put at risk the health and safety of students and staff, or otherwise cause the Accommodation to be uninhabitable. Such event may include a terrorist attack, war, national emergency, epidemic or pandemic, or a sudden change in the law to respond to an unforeseen event.
“Hall”	Means the specific hall named in the Acceptance Form
“Hall Grounds”	Means the external areas of the Hall being part of the premises in which the Hall is situated including (but not limited to) any car parks, roads, gardens or landscaping
“Inventory”	Means the lists of furniture and equipment at the Accommodation which will be given to you when you arrive at the University
“Local Hall Office”	Means the designated local accommodation office for the Hall named in the Offer Letter and which is usually (but not always) located in the Hall
“Local Hall Office Staff”	Means the staff employed by our Authorised Contractor who are running the Hall and are usually (but not always) located, in the Local Hall Office
“MDX Accommodation Team”	Means the Middlesex University Accommodation Team located, currently, at The Burroughs, Hendon, London, NW4 4BT or at accomm@mdx.ac.uk
“MDX Portal”	Means the University portal, which can found at Middlesex Applicant Portal
“Neighbours”	Means anyone residing in any adjoining/adjacent room to the Accommodation, anyone residing in the Hall and anyone residing in the neighbourhood of the Hall
“Offer Letter”	Means the letter referred to in paragraph 1.1.1 above, sent to you by the University, by email, with these Terms and Conditions, offering you a place in the Hall, and which forms part of this Agreement

“Period of Residence”	Means the period of residence granted by this Agreement starting and ending on the dates stated in the Acceptance Form unless the Agreement ends earlier in accordance with the terms of the Agreement
“Rent”	Means the charges for your occupation of the Accommodation as stated in the Acceptance Form, and includes the Advance Rent Payment
“Operations Manager”	Means the person who is currently appointed by the University’s authorised contractor in the role of Operations Manager.
“Student Housing Services Manager”	Means the person who is currently appointed by the University in the role of Student Housing Services Manager

1.3 In these terms and conditions “you” means the person accepting the Agreement and who will have the right to occupy the Accommodation in accordance with the terms and conditions of the Agreement; and “we” means Middlesex University. The expressions “your” “our” and “us” should be read accordingly.

1.4 The Agreement is between the University and yourself only, and third parties have no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

2. **Grant of Residence**

2.1 We grant you the right to reside in the Accommodation for the Period of Residence. The Period of Residence includes the Christmas and Easter vacations.

2.2 Our contact information for the purposes of any communication with us by email, letter or by telephone is as follows:

MDX Accommodation Office, The Burroughs, Hendon, London NW4 4BT

accomm@mdx.ac.uk

020 8411 6121

3. **Accepting this Student Residence Agreement**

3.1 Acceptance of the University's offer of Accommodation at the MDX Portal will result in a legally binding contract between you and us, and the terms and conditions set out in this Agreement will apply to your occupation of the Accommodation, irrespective of whether you pay the advance rent payment or not.

3.2 Unless you have moved into the Accommodation, you may cancel your booking at the MDX Portal, or by email (accomm@mdx.ac.uk) at any time during the 14 days after we send you an e-mail confirming your booking is complete. If you do that, we will make no charge. Please note that we can only process requests to cancel your booking if the request is made by you and sent to the MDX Portal.

- 3.3 If, for any reason you move into the Accommodation without having accepted at the MDX Portal you will be deemed as having accepted this Agreement by moving into the Accommodation, and you will have a legally binding contract with us from the date you occupy the Accommodation.
- 3.4 Only if you are under 18, the Agreement may be accepted by someone acting on your behalf.
- 3.5 You must make a minimum £300 Advance Rent Payment within the number of days stated in the Acceptance Form. Payments can only be made by the methods set out in Schedule 1 below. If you have not moved into the Accommodation, and cancel the Agreement in accordance with paragraph 3.2 above, any Advance Payment you may have made will be returned to you.
- 3.6 If you are **under** 18, and you inform us of an adult who is prepared to act as your trustee in relation to this Agreement and we receive confirmation of this from them in writing, the trustee will be responsible for ensuring that the Rent is paid. If the trustee has also agreed to be your guarantor, then they will also be personally liable for any arrears of Rent. You will be subject to all other obligations contained in this Agreement, regardless of being under 18.
- 3.7 If you are under 18 and you are unable to arrange for an adult to act as your trustee , and we offer you the Accommodation, your licence to occupy the Accommodation under this Agreement will be held by us on trust for you, but if rent is not paid by you or on your behalf , or if you fail to comply with all other obligations under the Agreement, you may lose your right to remain in the Accommodation.
- 3.8 When you reach 19, paragraphs 3.6 and 3.7 will not apply and you will be directly legally liable for any failure to pay Rent, unless you have given us notice to terminate the accommodation in accordance with paragraph 24.3.

4. Variations

No changes to the terms and conditions of this Agreement will be valid unless it has been confirmed in writing by the Student Housing Services Manager. There will not normally be any variation of the Agreement. If any University policies or regulations referred to in this Agreement are updated during your period of occupation of the Accommodation, or there is a change in the law which requires amendments to be made to this Agreement, the University will give you notice of any such changes that will apply to this Agreement.

5. Governing Law

This Agreement is governed by English Law which, for international students, may be different from what you are used to, and any legal proceedings brought by either you or us under the terms of this Agreement will be heard by the courts in England.

6. Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that other people cannot enforce any rights or obligations under the Agreement other than you and us.

YOUR OBLIGATIONS

7. Rent

- 7.1 In return for the right to occupy the Accommodation, you agree to pay us the Rent on the dates shown on your Acceptance Form, and by any of the payment methods, set out in Schedule 1.
- 7.2 You agree that if you leave the Accommodation before the end of your Agreement you will (unless we agree otherwise which we are under no obligation to do) still be liable to pay ALL OF THE RENT FOR THE WHOLE OF THE PERIOD OF RESIDENCE unless we are able to find a suitable replacement occupier who is not already in accommodation provided by us or our Authorised Contractor. The suitability of the proposed replacement occupier will be determined by us (acting reasonably). You will be charged £50.00 to cover our costs for preparing the room for the replacement occupier.
- 7.3 Your obligation to pay the Rent on the dates set out in your Offer letter applies:
- 7.3.1 WHETHER OR NOT you take up the Accommodation; and
 - 7.3.2 irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Rent); and
 - 7.3.3 irrespective of individual course dates which may start later or finish earlier than the standard term dates.
- 7.4 If at the end of each term all or any part of the Rent remains unpaid in breach of the payment terms, we reserve the right to charge you £25 for late payment to cover our administration expenses and by way of compensation for lost interest.
- 7.5 If your 1st and 2nd instalment of rent are not paid by the date that payment is due, as specified in the Offer Letter, the University has the right to refer this debt to a Debt Collection Agency who will then manage the debt collection process.
- 7.6 If a Force Majeure Event occurs, which makes it impossible or too risky for you to continue in occupation of the Accommodation (based on a risk assessment carried out by us as stated in paragraph 23 below), and you receive a notice from us requiring you to vacate the Accommodation, we will also notify you of whether and to what extent you continue to be liable to pay the Rent. Further provisions relating to Force Majeure Events and the consequences are also included at: paragraphs 23, 26.1, 32 and Schedule 1.

8. Advance Rent Payment

- 8.1 To be entitled to occupy the Accommodation, you must pay a minimum Advance Rent Payment of £300 by using one of the permitted payment methods set out in Schedule 1 below. However, should you accept the offer but not pay, you will still be deemed to have accepted and will be liable for the full rent should you not take up occupation.
- 8.2 We will offset the Advance Rent Payment against the Rent that is payable as follows:

- 8.2.1 if you pay the Full Rent, the Advance Rent Payment will be offset against that single instalment. The 'Full Rent' means all three instalments of rent referred to in your Offer Letter;
- 8.2.2 if you pay the rent in instalments as set out in the schedule of your Offer Letter, the Advance Rent Payment will be offset against your 1st instalment

9. **University Rules and Regulations**

- 9.1 You must comply in all respects with:
 - 9.1.1 these terms and conditions;
 - 9.1.2 the terms set out in the Offer Letter and, Acceptance Form;
- 9.2 the University Regulations which are available for review at <https://www.mdx.ac.uk/about-us/policies#regulations>
- 9.3 A breach of any of these terms and conditions and/or rules and regulations could result in the termination or suspension of your Agreement.
- 9.4 In the event of any discrepancy or contradiction between these terms and conditions and the University Regulations, the University Regulations shall prevail and take precedence.

10. **Moving In**

- 10.1 You agree to check, sign and return the Inventory to the Local Hall Office and notify the Local Hall Office of any discrepancies within 14 days of taking occupation. We shall assume that the Inventory is correct if you have not done so within 14 days.
- 10.2 You agree to attend a Halls welcome talk within 7 days of taking occupation or notify the Local Hall Office of the reasons for your non-attendance.
- 10.3 To attend a Halls kitchen meeting within four weeks of taking occupation.

11. **Respect for others**

You agree to have and to show respect for other persons living and/or working in the Hall and local community at all times including (but not limited to) an obligation:

- 11.1 not to cause any nuisance or annoyance to your Neighbours;
- 11.2 to keep noise at a level that does not interfere with the study, sleep or comfort of your neighbours within the hall, the sleep or comfort of the local community neighbourhood or that may disturb the halls staff/contractors. You agree not to make or allow any loud noise between **23.00 hours and 08.00 hours**. This includes T.V's, stereos, CD players, musical instruments, etc. You agree to reduce the level of noise immediately if asked to do so by us, our staff or our Authorised Contractor;
- 11.3 not to bring into either the Hall and/or the Accommodation any items that we reasonably consider to be dangerous and may cause harm, alarm or distress to others,

including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, and any other offensive weapons including paint-ball guns and replica ceremonial and toy weapons;

- 11.4 not to keep any animals, birds, reptiles, insects or fish at the Accommodation or in the Hall. Assistance dogs are permitted by prior arrangement with the MDX Student Housing Services Manager;
- 11.5 not to work on any motor vehicles or motor cycles in the Accommodation, the Hall or any of the Hall Grounds;
- 11.6 not to harass, threaten, use violence towards or verbally assault any person;

this includes via any social media channels where you are expected to **show respect for other students** in all conversations online, information regarding appropriate use of social media can be found at <https://mymdx.mdx.ac.uk/campusm/home#pgitem/419019> .

not to commit any act which constitutes non-academic misconduct as defined in the Section 3 of the "Student Conduct and Discipline" which forms part of the University Regulations and which can be reviewed at <https://www.mdx.ac.uk/about-us/policies#regulations> not to allow the Accommodation to be used for alcohol and substance misuse as defined by the Misuse of Drugs Act 1971. We consider that the use of, or dealing in, illegal substances is an extremely serious breach of these terms and conditions. Accordingly, if you, or one of your invited guests, is found using or dealing in illegal substances, we may follow the procedures set out in paragraph 27 below and we may terminate this Agreement in accordance with paragraph 29. Information regarding Alcohol and Substance Misuse can be found at <https://mymdx.mdx.ac.uk/campusm/home#pgitem/419760> .

- 11.7 not to throw anything from, nor place any item on, the balconies or external window ledges of either the Accommodation or the Hall (for example, milk cartons, plant pots, bicycles);
- 11.8 to behave with respect and consideration towards your Neighbours, our staff, our contractors and/or our Authorised Contractor. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other residents' possessions without permission and respecting the privacy of others
- 11.9 to be responsible for your own behaviour and for that of your invited guests (whether the invitation be expressed or implied) and accept responsibility for damage, undue wear and tear, or disturbance caused by you or your invited guests;
- 11.10 not to allow persistent use of Hall facilities by non-residents (e.g. it is not intended that your invited guests visit daily and use Hall facilities for washing and cooking);
- 11.11 to agree that we may remove or exclude your invited guests from the Accommodation or the Hall where we have reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons.

12. **Respect for your living environment**

- 12.1 You agree to keep the Accommodation in a clean and tidy condition at all times and to carry out your share of cleaning in any shared areas of the Accommodation;

- 12.2 You agree to regularly remove rubbish from the Accommodation in a safe manner and safely place it in the designated area at the Hall;
- 12.3 You agree not to change or damage the decorative finish of the Accommodation and/or Hall nor remove, damage, or interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation or Access Areas, any other part of the Hall or the Hall Grounds;
- 12.4 You agree not to remove any articles from the Accommodation, Hall or Hall Grounds belonging to our staff, our contractors and/or our Authorised Contractors;
- 12.5 You agree not to erect or install any outdoor aerial or satellite dish;
- 12.6 You agree not to bring any additional soft furnishings or other furniture (including, but not limited to, inflatable furniture), except where your Local Hall Office has given prior written consent. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation;
- 12.7 You agree that you and your invited guests will comply with our "No Smoking" policy Smoking, including E Cigarettes is not permitted in any part of the Hall, a designated smoking area is provided outside the hall, away from doors and windows. Dispose of cigarette butts in the cigarette bins provided.
You agree to comply with the car, motorcycle and bicycle parking rules issued by us and the travel guidelines which can be reviewed at <https://mymdx.mdx.ac.uk/campusm/home#pgitem/419041> . Please note that parking is restricted at all halls and will only be permitted if you are a blue badge holder or your request for special consideration is approved. You are required to make an application via a Unihelp ticket. Your request will be processed by a panel and you will be informed of the outcome in due course. If your application is successful, you will be provided instructions for how to pay a £25 parking charge, and your permit will be granted for 6 months from the date of issue.
- 12.8 Once it has been agreed by the panel, a permit will be required and parking charges will apply, details for charges can be obtained by emailing accomm@mdx.ac.uk.
- 12.9 Since e-mail is the main way by which we will communicate with you concerning the Accommodation and the Agreement, you agree to regularly check the e-mail and junk/bulk folders of your email account given on the Application Form and, in accordance with paragraph 34.3 you agree, to ensure the Local Hall Office is updated with any change of contact details during the Period of Residence;
- 12.10 You agree to promptly report any loss, breakage, damage or failure of facilities to the Local Hall Office;
- 12.11 You agree that we may, at reasonable times, enter the Accommodation to clean, repair, or for any other reasonable purpose (NB advance notice of visits will be given, except in the case of repairs reported by you, or in an emergency, when entry may be at any time but particularly if there are welfare concerns and having knocked on the door there is no reply).

13. **Use of Accommodation**

- 13.1 You agree to use the Accommodation as study and living accommodation only.
- 13.2 You agree not to sublet or allow others to occupy the Accommodation and your rights under this Agreement are not transferable. Sub-letting and/or multiple occupation of rooms is considered a serious breach of these terms and conditions and may result in us following the procedures set out in paragraph 27 and we may terminate the Agreement early in accordance paragraph 29.
- 13.3 You agree not to allow anyone other than the occasional adult guest (18 years and older) to stay overnight, provided this does not annoy other residents or disrupt study. All invited guests must be signed in at the relevant local hall office. We reserve the right to withdraw this privilege on 48 hours' notice if in our reasonable opinion it is necessary to do so for the safety and wellbeing of other occupants of the Hall and/or to safeguard our property.
- 13.4 You agree not to move to another room within the Hall, or to any other accommodation provided by us, without first obtaining the prior written approval of the MDX Accommodation Team to this. Please note that it is not always possible to give consent to a move but the MDX Accommodation Team will act reasonably in considering any request to move. There is an administration charge of £30 if consent is given. Room moves will not be agreed within the first 3 weeks of occupation.
- 13.5 If you are permitted to move, all the terms and conditions of your Agreement are transferable to the new Accommodation.

14. **Safety and Security**

It is your responsibility to help ensure that the Accommodation is safe and secure to live in. This includes (but is not limited to) complying with the following obligations:

14.1 ***Health and Safety***

- 14.1.1 You agree to comply with our Health and Safety Policy which can be found at <https://www.mdx.ac.uk/about-us/policies>
- 14.1.2 You agree to report any Accidents/Near Misses in a Hall immediately following the incident. You must complete an Accidents/Near Misses Report Form on every occasion that you have an Accident/Near Miss within the Halls. Accidents/Near Misses Report Forms are available from your Accommodation Office.

14.2 ***Electrical Appliances***

You agree to comply with the following provisions regarding electrical appliances:

- 14.2.1 not to bring personal cooking appliances, including: kettles, cooking equipment, 'one cuppa' elements, rice cookers, deep fat fryers or similar electrical equipment in to the Accommodation or Hall
- 14.2.2 not to provide personal electrical appliances for others to use, or to leave electrical appliances in communal places
- 14.2.3 to strictly adhere to all 'out of order' / 'out of service' or similar signs at all times;

- 14.2.4 to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or Hall;
- 14.2.5 to pay particular attention to the safety of your electrical equipment and to ensure that each appliance is fitted with the correct fuse and only one appliance wired to one plug;
- 14.2.6 in order to avoid the risk of electric power points being overloaded, to use only one British Standard approved four outlet running block with a maximum 13amp fuse;
- 14.2.7 that we may remove from the Accommodation all electrical appliances that we consider (acting reasonably) could be faulty or dangerous. If we remove an item, we will leave a note in the Accommodation confirming that the appliance has been confiscated and who you need to contact regarding this;
- 14.2.8 not to make any holes in the furniture or fabric to accommodate wiring; and
- 14.2.9 not to make any repairs and/or alterations to any of our electrical equipment.
- 14.2.10 Due to the increased risk of fire caused by Lithium batteries, the following items must not be charged or kept in student accommodation: e-bikes, e-scooters or vape batteries. We reserve the right to review this list to include additional items, which may be deemed to pose a fire or health and safety risk

14.3 ***Fire Safety***

You agree to adhere to all fire regulations and respond to fire alarms including (but not limited to) the following:

- 14.3.1 If you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point.
- 14.3.2 You agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and evacuate the Accommodation and/or the Hall (and ensure that any of your invited guests do so) on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and the emergency services.
- 14.3.3 You agree not to obstruct Access Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect.
- 14.3.4 You agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your friends at high risk.
- 14.3.5 If you suspect that any item of safety equipment is defective or has been used, you agree to inform the Local Hall Office immediately.

- 14.3.6 You agree not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall:
- candles, incense sticks/burners or other naked flame
 - fireworks
 - petrol, paraffin, bottled gas or other dangerous materials
 - inflatable items, i.e. chairs, cushions etc
 - deep fat fryer or chip pan
 - BBQ equipment in the halls ground
- 14.3.7 You agree that we can remove any items which we find in the Accommodation or Hall (either used or unused) which we consider (acting reasonably) may cause a fire hazard.
- 14.3.8 You agree that only curtains supplied by us can be hung at bedroom windows as they comply with British Standard Fire Safety.
- 14.3.9 You agree that you will attend any fire safety meeting at the Hall which has been arranged by the Local Hall Office (which may include a representative from the emergency services) and where you are notified that attendance is compulsory.
- 14.4 A single serious breach and repeated minor breaches of fire safety may result in us terminating your Agreement in accordance with the procedure set out at paragraphs 27 and 29.
- 14.5 The Local Hall Office Staff and the Hall security officers carry out health & safety fire prevention checks in all Access Areas and communal areas including kitchens. Depending on your hall, you should expect to have checks anything from once a week to once a month. Staff will knock and announce themselves before entering.
- 14.6 **Security**
- 14.6.1 You must ensure that your Accommodation, and the Hall in which it is located, are left secure. This includes (but is not limited to):
- 14.6.2 Locking the door to your Accommodation together with any corridor and main entrance doors in the Hall when entering or leaving.
- 14.6.3 Not granting entry to anyone who is not your guest, including not allowing any unknown person to tailgate (closely follow) you through a gate and or door to your block/flat.
- 14.6.4 Accompanying your invited guests at all times.
- 14.6.5 Ensuring that all windows in the Accommodation are closed before you go out.

- 14.6.6 Keeping your key with you at all times.
 - 14.6.7 Being vigilant and reporting any suspicious events to the Police and to Local Hall Office Staff.
 - 14.6.8 Carrying your student admission card with you at all times in order that, when requested by any of our employees or contractors, or any of our Authorised Contractor's employees or contractors, you will be able to provide identification.
- 14.7 You must carry your room/hall keys and identity cards (if applicable) with you on all occasions. Persistent failure to carry your keys requiring you to be let in by our staff, our contractors and/or our Authorised Contractor may result in a charge being made to you by way of compensation for the time spent in letting you in to the Hall and/or the Accommodation. You will receive a written warning first before any charge is made.
- 14.8 You will be charged for the cost of issuing replacement lost/stolen keys/cards. The charge for the first and subsequent set of keys lost/stolen is £10 per key/card. This is a nominal amount only and you should be aware that this does not cover the full cost (including administrative expenses) to us of issuing a replacement key/card. This charge will have to be paid for by card or cheque at the time the new key/ card is issued. If a second set of keys is lost/stolen the full cost of a replacement lock and keys necessary to ensure security for all may be charged (currently, this costs approximately £200).
- 14.9 YOU MUST NEVER COPY YOUR KEYS OR GIVE YOUR KEYS TO ANYONE ELSE.

15. Data Protection and Confidentiality

- 15.1 We will comply with General Data Protection Regulations [Regulation EU 2016/679] (GDPR) and any national UK implementing laws, (collectively referred to as 'Data Protection Law') and (ii) with the University Data Protection Policy <https://www.mdx.ac.uk/about-us/policies/privacy>, including the University's privacy policies that relate to students. Notwithstanding anything stated in the University's privacy policies, our rights set out in this paragraph 15 will also apply to how we may use or share your personal data for lawful purposes relating to managing your use and occupation of the Accommodation subject to the terms and conditions of this Agreement and Data Protection Law.
- 15.2 We will allow you to inspect certain information which we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you for providing copies of the information.
- 15.3 By accepting this Agreement, you agree that all data supplied to us and/or our Authorised Contractor can be shared with other departments within the University, with our Authorised Contractor and to third parties if it is reasonable for us to do so for the purposes of managing the Accommodation. It will not be transferred to any other party, without seeking further consent from you. Examples of third parties we may need to make disclosure to are contractors employed by us to undertake services at the Hall, the police or other public agencies.
- 15.4 We will not disclose sensitive personal information (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

16. **When You Leave**

- 16.1 At the end of the Period of Residence you agree to:
 - 16.1.1 vacate the Accommodation by 10am on the last day of the Period of Residence
 - 16.1.2 leave the Accommodation and all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear;
 - 16.1.3 remove all your belongings and rubbish from the Accommodation;
 - 16.1.4 return to us all keys, key fobs or key cards to the Local Hall Office.
- 16.2 You agree to pay the cost of replacing any key, key fob or key card which is not returned or of replacing a lock (and this will include our administration costs). This cost will be determined by us (acting reasonably).
- 16.3 You acknowledge that if you do not comply with 16.1 we are entitled to take legal action against you to require you to vacate the Accommodation. We reserve the right to claim for and charge for damages and loss (including, but not limited to, loss of income) which we suffer or incur as a result of your failing to leave the Accommodation at the end of the Period of Residence including (but not limited to) the reasonable costs (including VAT) of any such legal action.
- 16.4 We can dispose of your personal valuables and deduct the cost of doing so (and any storage costs) from any sale proceeds and/or your deposit if you do not collect or remove your personal valuables within 1 month of the end of the Period of Residence (or of the date your Agreement ends if either you or we terminate it early). If you owe us any other monies under this Agreement, we can also deduct these monies from any sale proceeds.

OUR OBLIGATIONS

17. **Services & Facilities**

We will provide the following during the Period of Residence save that we will not be liable for any failure to provide these services and facilities if this failure is due to reasons outside our control:

- 17.1 Maintenance and repair of the Accommodation, cleaning maintenance and repair of the Hall.
- 17.2 Operation, inspection, servicing and repair of all our plant, machinery and equipment in the Hall including the provision of all fuel and water.
- 17.3 Fire-fighting equipment in the shared areas of the Hall, the Access Areas or any other part of the Hall.
- 17.4 An adequate supply of hot water for domestic use.
- 17.5 Reasonably adequate heat to the radiators during the Period of Residence having regard to prevailing weather conditions. This may mean, therefore, that the heating is turned off during the summer period.

- 17.6 Employment of staff and/or other contractors for the day-to-day running of the Hall.
- 17.7 Kitchen refuse bins (including repairing and replacing them when necessary) in the shared areas of the Accommodation and/or Hall and arranging for disposal of refuse from the external bin areas.
- 17.8 Items on the Inventory which we shall also maintain (except for loss, breakage or damage attributable to you or your visitors).
- 17.9 Facilities for the washing and drying of clothes in the Hall for which there will be a separate charge for use. Please note that these facilities are provided by an external company who are responsible for them.
- 17.10 An internet point within the Accommodation or the Hall. Please note that the internet point is provided by an external company who are responsible for it.

18. **Post**

The Local Hall Office will not accept any items of post i.e. letters and parcels. All items should be addressed to your room using the full postal address. Letters will be placed directly in your post box and parcels will be delivered to your door, you should ensure they are delivered at suitable time when you are in your room. If a parcel is left at the hall office without the hall teams knowledge, we will not be liable for any damage to or loss from this parcel.

19. **Privacy**

We will not unreasonably interfere with your privacy.

20. **Access & Inspection**

- 20.1 We will, whenever reasonably practical, give you at least 24 hours' notice before entering the Accommodation to clean, inspect, repair, or for any other reasonable purpose (NB advance notice will not be given in the case of repairs reported by you, or in an emergency, when entry may be at any time).
- 20.2 Where, on any inspection of the Accommodation and shared areas of the hall, we consider (acting reasonably) that additional cleaning is required, we will first issue you with a warning and give you an opportunity to clean the Accommodation, shared area yourself. If the Accommodation, shared area is not returned to a satisfactory condition by the deadline in the warning (and we will undertake a follow-up inspection to ascertain this), we may arrange for any necessary work to be undertaken and may charge you for the cost of us undertaking the cleaning ourselves. You will be notified of the charge that will be incurred.
- 20.3 Drug dogs may be utilised from time to time to inspect the building and surrounding areas. Your room may be inspected if there is any cause to believe that you possess any illegal substance in the room

21. **Insurance**

We will insure the Hall against fire and other risks which we reasonably consider necessary. We have arranged a basic level of personal contents insurance, for belongings in your room. At Ivy Hall, we have partnered with Howden for Students – you can check your policy number HH1806 at <https://students.howdengroup.com/>. At Usher Hall, Platt Hall, Writtle House, and Wood Green, we have partnered with

Gallagher – you can check your policy number SOU1026 at <https://gallagherassist.ajg.com/southern-housing>.

It is important to find out exactly what you're covered for as you may find that the contents cover is not sufficient and you need to extend it to protect all of your possessions both in and outside of your room

22. **Disclaimer**

- 22.1 We shall not be liable for any failure or interruption to any services, or for any loss arising from such failure or interruption, unless it is caused by our negligence.
- 22.2 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.
- 22.3 We have the right to carry out any alterations or building works at the Accommodation and the Hall or on our adjoining or neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in case of emergency).

FORCE MAJEURE EVENT

23. **The University's obligations**

- 23.1 If a Force Majeure Event occurs, the University will carry out a risk and impact assessment which will include considerations relating to health and safety, the law, and government guidance. This will guide us on what actions may be necessary to take in response to the Force Majeure Event.
- 23.2 If continued use of the Accommodation is not possible as a result of the Force Majeure Event, and suitable alternative accommodation is not available, we may terminate the Agreement in accordance with paragraph 32.
- 23.3 If suitable alternative accommodation is available, we may require you to relocate in accordance with paragraph 26.
- 23.4 If continued occupation of the Accommodation is possible, during the period of the Force Majeure Event, you accept that the University may have to make reasonable changes to the Accommodation arrangements (as a result of the impact of the Force Majeure Event) to ensure effective management of the Accommodation for health and safety and other legitimate property management reasons.
- 23.5 In all circumstances when determining appropriate courses of action in response to a Force Majeure Event, we will act in a reasonable proportionate manner and will explain the reasons for its decisions in writing to the students.

TERMINATION OF THE CONTRACT BY YOU

24. Your Right to Terminate

24.1 You may terminate this Agreement if you **withdraw from your course of study at the University or associated college** and you satisfy the following conditions:-

24.1.1 you give **not less than 4 weeks** written notice of your intention to terminate this Agreement to the MDX Accommodation Team; and

24.1.2 you enclose with your notice a copy of the official University withdrawal/interruption of studies form issued by the relevant student office.

24.2 You must pay, in full, on or **before** the end date of your Agreement **all** of the Rent due under this Agreement up to and including the end date.

24.3 You may terminate the Agreement within two weeks of your eighteenth birthday, by giving the University 4 weeks written notice of your intention to terminate. You will remain liable for the Rent up to the expiry date of your termination notice.

24.4 If Acceptance takes place before the commencement of the Academic Year, and your academic offer is withdrawn by the University the Accommodation will be cancelled without you incurring any charges.

TEMPORARY SUSPENSION OF YOUR RIGHT TO OCCUPY THE ACCOMMODATION

25. Our Right to Temporarily Suspend your Right to Occupy

25.1 If you breach any of the paragraphs given under Your Obligations, or we reasonably suspect that you have, we may suspend you from the Accommodation and Hall during appropriate investigations of the breach, or the suspected breach, and/or a disciplinary meeting, if we consider, acting reasonably, that your continued presence at the Accommodation and Hall will constitute a threat to life, limb or well-being of any person and/or criminal damage to property. Any decision to suspend you will be made in accordance with the relevant procedure of the "Student Conduct and Discipline" and which forms a part of the University Regulations and be subject to your right to appeal which is set out in the same document.

25.2 We may suspend you from the Accommodation and Hall if we reasonably consider, because of your behaviour, or for any other reason, that it is necessary to suspend you to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation and Hall.

25.3 If you are suspended in accordance with paragraphs 25.1 or 25.2 above, and you are unable to secure alternative accommodation, we **may** consider what assistance it would be reasonable for us to give you in the circumstances, to enable you to secure alternative accommodation during the period of suspension.

RELOCATION

26. Rights to Relocate

- 26.1 We reserve the right to require you to move to similar alternative accommodation for reasonable management reasons including (but not limited to):
- any alterations or building works being carried out at the Accommodation and/or the Hall; or
 - the Accommodation and/or the Hall being damaged, such that we deem it unfit for occupation; or
 - where your Period of Residence is a 50 week term and the Hall is not fully occupied over the Summer vacation and we decide (acting reasonably) to move you to another hall or another part of the Hall so that all students residing in the Hall over the Summer vacation are together in the same part of the Hall; or
 - if a Force Majeure Event occurs which results in the Accommodation not being suitable for occupation temporarily or indefinitely and there is reasonable alternative accommodation available to move you to, which is unaffected by the Force Majeure Event;
- 26.2 We reserve the right to require you to move to similar alternative accommodation (where it is reasonable for us to do so):
- in serious cases where you have not complied with Your Obligations (or where we reasonably suspect that you have not complied with them)
 - where we reasonably consider, because of your behaviour, or for any other reason (including reasons that may relate to health and safety), that it is necessary to move you from the Accommodation and/or the Hall to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation and/or the Hall.
- 26.3 If we request you to relocate, in accordance with paragraph 26.1 or 26.2, we will give you written notice of this and give you details of the alternative accommodation to which you will be moving. We will also notify you of the date on which you are to move to the similar alternative accommodation and we will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as twenty-four hours.
- 26.4 If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the costs of the legal action be paid by you.

<p style="text-align: center;">PROCEDURE FOR BREACH BY YOU OR YOUR INVITED GUESTS OF YOUR OBLIGATIONS</p>

27. Procedure for dealing with breaches

- 27.1 If you or your invited guests contravene any of the paragraphs given under Your Obligations (paragraphs 7 to 16) then, depending upon the seriousness of the breach, action may be taken by us and/or our Authorised Contractor, through the Local Hall Office, on our behalf.
- 27.2 On the Local Hall Office Staff identifying or becoming aware of any breach by you of the terms of this Agreement, they will decide whether to:

- 27.2.1 take no action; or
 - 27.2.2 discuss this with you informally; and/or
 - 27.2.3 take further action in accordance with paragraphs 26.3 and/or 26.4 under this Agreement.
- 27.3 Except in the circumstances set out in paragraph 26.4, breaches of this Agreement will be dealt with as follows:
 - 27.3.1 the Local Hall Office Staff will investigate the alleged breach and write to you drawing the alleged breach to your attention;
 - 27.3.2 in that letter, they will invite you to meet with them in order to discuss with you the circumstances of the alleged breach;
 - 27.3.3 at the conclusion of the meeting, or if without good reason you fail to attend the meeting, they will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to give you a verbal warning, a written warning, a final written warning (which will be issued if you have already received a written warning) or refer the matter to the Director of Student and Legal Affairs or nominee to deal with under the Student Conduct and Discipline Rules. The Local Hall Office will write to you, normally within [3] days, notifying you of the decision made. If the matter is referred to the Director of Student and Legal Affairs or nominee, this may result in this Agreement being terminated, the Legal Affairs team will notify you of any decisions they make.
 - 27.3.4 if you are unhappy with the decision made, you can bring this to the attention of the Operations Manager in writing, within 5 days of you being notified of the decision. The Operations Manager shall consider your letter and decide whether to uphold or amend the decision. The Operations Manager will write to you, normally within [3] days, notifying you of the decision made.
- 27.4 In relation to serious breaches or persistent breaches of the Agreement, the Local Hall Office Staff will notify the Operations Manager of the breach(es) who will decide whether to deal with the matter under the procedure set out under paragraph 26.3 or to immediately refer the matter to the Director of Student and Legal Affairs or nominee to deal with under the Student Conduct and Discipline rules. If the matter is referred to the Director Student and Legal Affairs or nominee, the Operations Manager will write to you, normally within [3] days, notifying you of this. Such a referral may result in this Agreement being terminated.
- 27.5 The Student Conduct and Discipline rules are set out in the University's Regulations which can be found at <https://www.mdx.ac.uk/about-us/policies#regulations>
- 28. **Payment for loss or damage**
 - 28.1 You are liable to us for all loss or damage suffered as a result of any breach by you or your visitors of your Agreement. This includes (but is not limited to) additional cleaning required, key or lock replacement where needed, or any administrative or other expenses properly incurred in collecting arrears, paying professional advisors and in relation to court proceedings.

- 28.2 Where the perpetrators cannot be identified (and we will use reasonable endeavours to identify them) we may (acting reasonably) charge you a fair and reasonable proportion of the cost of making good any loss or damage caused.
- 28.3 The amount of any charge or other sum levied under paragraphs 28.1 or 28.2 may be determined by us or, in the event that the charge is less than [£200], by the Local Hall Office Staff (acting reasonably). You will be notified in writing of any charge made and the date by which payment must be made.
- 28.4 Typical charges for damage and additional cleaning will be displayed in the communal kitchens in the Hall. The exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases.
- 28.5 If you are unhappy with any charge levied by the Local Hall Office Staff, you can bring this to the attention of the Operations Manager in writing within 5 days of you being notified of the charge. The Operations Manager shall consider your letter and decide whether to uphold or amend the charge. The Operations Manager will write to you, normally within [3] days, notifying you of the decision made.
- 28.6 If any charge is levied under these provisions, we and/or the Local Hall Office can still take action against you under paragraphs 26 and 28 above and/or the Student Conduct and Discipline rules set out in the University's Regulations.

TERMINATING THE CONTRACT FOR SERIOUS BREACH

29. **Our Right to Terminate**

We may terminate this Agreement in accordance with paragraph 33, by giving you notice in any of the following circumstances: -

- 29.1 where you have failed to pay the Rent; or
- 29.2 in serious cases where you have not complied with Your Obligations (or where we reasonably suspect that you have not complied with them); or
- 29.3 in cases where you have persistently failed to comply with Your Obligations (or where we reasonably suspect that you have persistently failed to comply with them); or
- 29.4 if you fail to comply or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us (which you agree to do).

OTHER REASONS FOR THE UNIVERSITY TERMINATING THE CONTRACT

30. **Right to terminate for ceasing to be a student**

We have the right to terminate this Agreement and require you to move out of the Accommodation if you cease to be a student of the University.

31. **Right to terminate for misinformation**

We have the right to terminate this Agreement before the start of the Period of Residence, or at any time during the Period of Residence, if any information supplied by you, or on your behalf, on your Application Form and/or in connection with your application to the University for a place on a programme of study is untrue, inaccurate

or misleading or if you fail to disclose relevant information which would amount to a misrepresentation.

32. Right to terminate for damage or a Force Majeure Event has occurred

32.1 We have the right to terminate this Agreement by reasonable notice in writing (and such notice period will be determined by risk factors including but not limited to health and safety considerations) if, through no fault of your own: -

32.1.1 the current Accommodation and/or the Hall has been severely damaged, and we deem it unfit for occupation, or

32.1.2 we are otherwise unable to provide the Accommodation as a result of a Force Majeure event

and in either case, we are unable to find you similar alternative accommodation (which we will use reasonable efforts to do).

NOTICE OF TERMINATION

33. Notice and effect of termination

33.1 Under the circumstances set out in paragraphs, 29, 30, and 31, we shall give you reasonable notice (taking into account the circumstances) that we are terminating the Agreement. The notice period will not normally be less than 4 weeks but may be as little as 24 hours. The termination of the Agreement will not affect our rights to claim against you for any loss or damage.

33.2 If the Agreement is terminated in the circumstances set out in paragraph 32, we shall refund any Rent you have paid in respect of the period after the date of termination.

33.3 If the Agreement is terminated on any other grounds, we will not be obliged to refund the Rent unless we are able to re-let the Accommodation, in which case we will refund the Rent corresponding to the period after the Accommodation is re-let.

GENERAL PROVISIONS

34. Service of Notices

34.1 Any notice that we serve on you as permitted by relevant paragraphs in the Agreement will be made in writing and will be delivered by hand and/or first-class post and/or special delivery and/or recorded delivery and by Email, and sent to you at:

34.1.1 the Accommodation and/or;

34.1.2 your email address.

34.2 A notice sent by the following means is to be treated as having been received:

34.2.1 if personally delivered to you by hand, on the day of leaving it at the room. If the time of delivery is before 4.30pm, the notice is treated as delivered that day, otherwise it is treated as delivered the next working day; or

- 34.2.2 if sent by special or recorded delivery, on the first working day after it was posted, leaving it at the room. If the time of delivery is before 4.30pm, the notice is treated as delivered that day, otherwise it is treated as delivered the next working day or;
- 34.2.3 if sent by first class post, on the second day after it was posted, leaving it at the room. If the time of delivery is before 4.30pm, the notice is treated as delivered that day, otherwise it is treated as delivered the next working day; and
- 34.2.4 if sent to your Email Address, on the send date of the email, if the email is sent by 16.30 hours, or by the next Working Day, if the email is sent after 16.30. If an email is sent, the University will also send you the notice by one of the other methods specified in 34.2.1 to 34.2.3 above, but when considering the date of receipt of the notice, the applicable date will be the date of receipt of the notice by email to your Email Address, unless any provision in law will only recognise effective service if the notice is delivered by the methods set out in paragraph 34.2.1 to 34.2.3.

In this paragraph 34.2 'a working day' means Monday to Friday, but excludes week days that are public holidays in England.

- 34.3 You agree to notify the Local Hall Office of any change to the address you provide to us in the Application Form in writing.

35. **VAT**

At the date of this Agreement the rent for students is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for instance, if you cease to be a student or if there is a change in the law.

36. **Guarantees of Accommodation**

Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated for any reason in accordance with these terms and conditions.

37. **Complaints Procedure**

If you have any problems within the Accommodation and/or the Hall you should, in the first instance, discuss these with the Local Hall Office. If you are not happy with the outcome and wish to pursue your complaint further, you should do so by completing an official complaint form which is available at your Local Hall Office. Should you still be unsatisfied with the response to your complaint you may direct your complaint towards us in accordance with the complaints procedure set out in the document headed "Student Complaints & Grievance Procedure" which can be reviewed at <https://mymdx.mdx.ac.uk/campusm/home#pgitem/419101> .

SCHEDULE 1: TERMS AND CONDITIONS CONCERNING PAYMENT OF RENT including the Advance Rent Payments

1. Rent should be paid in two or three instalments as detailed in the Acceptance Form and must be paid on or before the dates specified in the Acceptance Form (whether demanded or not)
2. You can pay the Rent including the Advance Rent Payment by any of the following methods: -
 - 2.1 Online via MyMDX <https://mymdx.mdx.ac.uk/campusm/home#pgitem/420560>
 - 2.2 Over the phone if you have a credit/debit card (we do not accept American Express Cards) by calling 020 8411 6400 and selecting Option 1

3. No refund of rent

- 3.1 You are not entitled to any refund of Rent if you fail to take up the Accommodation, or vacate it before the end of the Period of Residence without our consent, or are absent from the Accommodation unless we are able to find a suitable replacement occupier in accordance with paragraph 7.2.

4. Discretion to refund rent

- 4.1 If you are not able to occupy the Accommodation at any time, as a result of a Force Majeure Event, we may consider a refund of rent paid which applies to a period of non-occupation as a result of the Force Majeure Event if we have not been able to secure alternative accommodation for you to occupy. If we do not grant a refund, or a partial refund is given, we shall explain the reasons for our decision.

5 No deductions

You are not entitled to make any deductions from the Rent, unless we consider it reasonable, in circumstances where a Force Majeure Event has occurred.

6 Advance Rent Payments

The Advance Rent Payments you make in accordance with this Agreement will be set off against rent instalments as set out in paragraph 8 above.