

**MOULTON COLLEGE
HOLCOT CENTRE RESIDENCES ONLY**

RESIDENTIAL LICENCE AGREEMENT – 2021/2022 ACADEMIC YEAR

AN AGREEMENT between MOULTON COLLEGE hereinafter called ‘THE COLLEGE’

and ‘THE STUDENT’

1. PRELIMINARY

The College allows students of Moulton College to occupy study bedrooms on the understanding that such occupancy is as a Licensee, which gives you a contractual right to occupy the study bedroom, and not as a tenant. As a Licensee, you have no legal interest in the property. This Licence is legally binding. You will be held responsible for the payment of fees for the whole period of the Licence.

Your Licence Agreement is for:	Moulton College, Holcot Centre
Your Licence Agreement runs from:	19 th September, 2021
And ends on:	17 th June, 2022

2. PURPOSES

The Licence is granted to permit the Student to occupy the Premises as a Study Bedroom during term time only for the duration of the licence period as detailed in your offer of accommodation and for the avoidance of doubt it is here recorded that the possession and control of the Premises remain with the College who shall have right of access for all reasonable purposes at all reasonable times.

3. CHARGES FOR OCCUPATION

This agreement is for the full duration of the academic year and the student agrees to pay any charges for the full year.

- (i) The accommodation charge is made on a full week basis only without reduction for weekend leave or work experience in accordance with College Policy. The scheme of charges is reviewed annually by the Governing Body of the College but will not change during the academic year from that notified to the student prior to the signing of these Residential Regulations.
- (ii) The Student is permitted to occupy the Premises on the terms and conditions set out in the Agreement for the full academic year excluding holiday periods at Christmas and Easter and in consideration of the Student paying to the College the appropriate fees.

- (iii) If the student requires accommodation outside of term time for the Christmas and Easter periods, an application must be made separately in order to do so. Applications should be submitted within the first half term of the academic year. Occupation of a bedroom outside of term time will incur an additional cost which will be invoiced to the student.
- (iv) Payment is for accommodation and includes personal possessions insurance only. Optional catering packs are available for purchase. Payment of each instalment is due on or before the first day of occupation of each relevant term or one week in advance of each week of commercial experience residence. Room keys will not be issued until payment has been received.
- (v) Non-payment of accommodation fees for whatever reason may result in the termination of the student's right to occupy the room.
- (vi) Students in receipt of a bursary are at risk of their bursary payments being revoked if their attendance on their course is less than 85%. In these circumstances, the student will become liable for the residential fees for the full academic year.

4. THE STUDENT HEREBY AGREES WITH THE COLLEGE AS FOLLOWS:-

- (i) To pay the charges for occupation on the dates and in the manner aforesaid.
- (ii) To personally occupy the Premises as a study bedroom only and not to permit any other person temporarily into residential occupation thereof except by prior arrangement with the Principal.
- (iii) To indemnify the College against damage to the premises and against all proceedings, costs, claims and expenses on account of the occupation of the Premises by the Student. In particular to pay to the College on the signing of this Agreement a damage deposit (caution money) to cover any losses, damages or breakages however and by whomsoever incurred during the Student's occupation of the premises.
- (iv) At the commencement of the occupation of the Premises to agree in writing with the College an inventory of the Premises. No extra furniture, additional fittings or electrical equipment may be brought in except at the discretion of the Principal. Any electrical equipment brought in must comply with the residential regulations.
- (v) Not to damage the Premises or make any alteration or addition to them.
- (vi) At the end of the Licence to leave the room, furniture and effects in the condition in which they were at the beginning of the Licence, subject to fair wear and tear.

5. ROOM DAMAGE DEPOSIT

Before entering into residence the student must pay a deposit (the rate to be determined by the Governing Body of the College on an Annual basis) of £200.00. The Residential Deposit must be paid on registration before or at the start of the academic year.

The College will be entitled to deduct from the deposit:

(i) any unpaid accommodation charges (ii) the cost of making good any damage or replacing lost or stolen equipment from the room or communal areas (iii) the cost of cleaning the room or communal areas if, in the opinion of the College, the standard of cleanliness has fallen to an unacceptable level and no material improvement is made by the student after being advised by the College to clean the room or communal areas and (iv) the amount of any fine levied. Any balance remaining will be repaid at the end of the academic year, subject to the points below. Where there is a bill of £50 or more the College reserves the right to invoice this amount and it will not be taken from the damage deposit.

The Residential Deposit will be refunded in full on the termination of the licence providing that:-

- (a) No Damage to any property belonging to the College has been attributed to the student or collectively to the occupiers of the respective adult self-catering flats or residential blocks.
- (b) No loss of any property belonging to the College has been attributed to the student or collectively to the occupiers of the respective adult self-catering flats or residential blocks.
- (c) The student returns safely to the College all keys which are the property of the College.
- (d) The room and communal areas are left in a clean condition.
- (e) The student has no accommodation charges, academic or other fees outstanding.

6. CHARGES & METHODS OF PAYMENT

- a) The accommodation charge payable for residence is determined annually by the College for the duration of the ensuing academic year and is payable termly in advance by equal instalments. This can be done by (i) setting up a Recurring Card Payment at www.moulton.ac.uk , (ii) direct debit, (iii) cheque or (iv) cash on arrival or at the start of term, whichever is earlier.
- b) A Room Reservation Deposit secures accommodation (subject to availability) and must be sent with the Request for Residential Accommodation Form.

- c) No refund of accommodation charge or other charges will be made in respect of any absences. This will incorporate the following: any temporary absence from a room due to sickness, for periods of work experience undertaken during term dates, or if the course is less than 5 days a week, and if the student has obtained prior written consent to occupy a room during a vacation.
- d) In cases where there is an overdue balance of fees owed by the student, the College will exercise their statutory right to charge interest on the outstanding balance. Interest will be charged at 3% above the UK base rate.

7. TERMINATION OF LICENCE

The Licence may be terminated prematurely:-

- (i) By the College without notice if the Student fails to comply with the stipulations, regulations and conditions on the part of the Student herein contained or contained in the College Code of Conduct. This shall include the non-payment of fees, in which case the Agreement will be terminated and the fees remain payable.
- (ii) By the student withdrawing from residence before the end of the academic year. The student will then be required to pay in full the accommodation charge for the remainder of the academic year
- (iii) By the College asking the student to vacate his/her accommodation following a disciplinary hearing. The student will be required to pay in full the accommodation charge for the remainder of the academic year.
- (iv) By the College without notice upon the termination or suspension of the Student's registration as a student of Moulton College.
- (v) By The Principal or his nominated representative exercising their right to exclude a student from residing in College accommodation with immediate effect.

A student moving into residence is making a commitment for a full academic year, and fees will not be remitted in any circumstances.

8. REGULATIONS

The Student must comply with all current College Rules including the Code of Conduct and Residential Regulations pertaining to the Holcot Centre residences details of this can be found in your Resident's Handbook.

9. OCCUPATION

Subject to his or her compliance with all the terms of this Agreement, the Student shall be entitled to the occupation of the Premises. No action on the part of the College shall interfere with that enjoyment of occupation and the College undertakes to take all reasonable steps to secure that no third party shall so interfere.

MOULTON COLLEGE

REGULATIONS FOR RESIDENT STUDENTS AT THE HOLCOT CENTRE

For the purposes of these regulations, rooms are provided in:

‘Adult Self-Catering Flats’: these comprise en-suite accommodation for 6-7 students dependant on accessibility requirements, each of which includes a communal kitchen. A residential block comprises 4 adult self-catering flats. Self-catering accommodation is only provided for adult students.

1. OCCUPANCY OF THE ROOM

All rooms

- 1.1 The licence entitles the student to occupy the room for one full academic year excluding the holiday periods at Christmas and Easter.
- 1.2 By taking up residence, the student is making a commitment to pay residential fees for the full academic year. Students who choose to terminate their residence prematurely will be required to pay the full yearly fee.
- 1.3 Pets and other animals are not permitted in the residences (with the exception of assistance dogs).
- 1.4 The student shall allow access to Facilities staff so that the room can be cleaned and any necessary maintenance work can be carried out.
- 1.5 Occupancy of the room is during term time only and shall be vacated for the prescribed periods by the published times during College vacations.
- 1.6 The student shall not occupy the room or any other College accommodation during any vacation except by prior consent in writing from the Residential Coordinator. When such consent is given the appropriate fees must be paid in advance. Such permission will not be granted in any circumstances if the student has debts owing to the College.
- 1.7 The student shall not exchange rooms with another student or move to any other room without the authorisation of the Residential Coordinator. The Residential Coordinator reserves the right to move a student to an alternative room where such a move is in the interest of the student(s) or efficient operation of the College.

2. EQUIPMENT AND CLEANING

- 2.1 The College shall provide the following in return for the payment of the residential fees:-
 - (a) adequate fixtures and fittings
 - (b) lighting, water and heating
 - (c) cleaning of rooms on a regular basis
 - (d) cleaning and furnishing of communal areas
 - (e) laundry facilities
 - (f) cooking facilities

- 2.2 An inventory of items provided in the room (room terrier) shall be checked by the student at the start and end of the year and a signed copy handed to a member of the Student Support Team.

- 2.3 Any discrepancies, anomalies or breakages must be reported to the Student Support Team immediately. Any such discrepancy not reported will be assumed to be the responsibility of the occupant and the student will be charged for the repair or replacement.

- 2.4 The student shall not decorate the room, nor make any alteration or addition thereto, whether structural or non-structural. Posters and pictures must only be attached to the notice board provided. The student will be charged for any damage associated with the removal of items fixed elsewhere.

- 2.5 The student shall keep the room clean and tidy. If, in the opinion of the Student Support Manager or Residential Coordinator, a student does not maintain a satisfactory level of cleanliness and tidiness in the room, the College will arrange for the room to be cleaned and will charge the cost of cleaning to the student. If there is a repeated failure to maintain a satisfactory standard of cleanliness and hygiene, the Student Support Manager or Residential Coordinator shall have the right to exclude the student (temporarily or permanently) from residence.

- 2.6 Students shall maintain a state of cleanliness and tidiness in the communal areas at all times. Students shall ensure that cooking utensils and equipment are left clean and properly stored after use. If, in the opinion of the Student Support Manager or Residential Coordinator, a student does not maintain a satisfactory level of cleanliness and tidiness in the communal areas, the College will arrange for these areas to be cleaned and will charge the cost of the cleaning to the students that share these areas. If there is a repeated failure to maintain a satisfactory standard of cleanliness and hygiene, the Student Support Manager or Residential Coordinator shall have the right to exclude the student (temporarily or permanently) from residence.

- 2.7 Any damage or equipment failure must be reported to the Student Support Team immediately.

3. HEALTH AND SAFETY

- 3.1 The student must read carefully and observe the fire regulations and notices which are displayed within the residences, and elsewhere within the College. The student should familiarise himself/herself with the location of all existing fire alarms and fire-fighting appliances. Participation in fire drills is mandatory and fire drills may take place with or without warning. Such drills will be carried out under the control of the College wardens and other staff with responsibility for safety matters.
- (a) Fire appliances and any other safety or security equipment must not be subject to interference and must only be used in the case of real emergencies. Failure to adhere to this regulation is in direct contravention of the residential agreement and will result in disciplinary proceedings being taken against any individual(s) responsible and a charge being levied. It is a criminal offence to give a false alarm of fire to the Fire Service. Activating a fire alarm without just cause could be an offence and any such incident may be reported to the police.
 - (b) Any unwarranted use of fire alarms or misuse of firefighting equipment constitutes a breach of these regulations and the perpetrator will be subject to the College Code of Conduct procedures and repeated failure to meet this requirement could result in the student being asked to leave the residence.
- 3.2 The student must not interfere with the electric wiring or electrical equipment provided in the room or elsewhere on College premises. Care must be taken at all times to ensure that electrical sockets are not over-loaded by the improper use of electrical equipment. Cooking appliances are not to be used within the student rooms and cooking appliances which have been provided by the College are not permitted to be used anywhere on campus. Advice on electrical appliances and their use must be sought from an appropriate qualified member of the College staff through the Student Support Team.
- 3.3 All portable electrical appliances brought onto College premises must be in a safe working condition, be CE marked and comply with current British standards and regulations. Portable appliances purchased new or less than 12 months old do not require PAT testing but proof of purchase date must be provided. Where an appliance is more than 12 months old it must be registered with the Student Support Team who will arrange for the necessary PAT testing. Personal portable electrical appliances remain the responsibility of the student at all times and test certificates must be maintained at the student's expense.
- 3.4 The College reserves the right to confiscate any appliance deemed unsuitable for use within the student accommodation or classed as unsafe by a competent electrical engineer appointed by the college. All

defects or concerns regarding electrical services or appliances must be notified to the Student Support Team as soon as possible.

- 3.5 All television sets brought into the college must have a current TV licence.
- 3.6 The use of heating and cooking equipment, which has not been provided by the College, is not permitted for health and safety reasons.
- 3.7 When there is reason to suspect a medical emergency or an infectious condition this must be reported to the Residential Coordinator, the Student Support Manager or, in their absence, the Duty Warden.
- 3.8 The Student Support Manager may, on the advice of a doctor, exclude the student from College residential accommodation on the grounds of sickness or ill health until a medical certificate is produced which satisfies the Student Support Manager that residence may be resumed.
- 3.9 Smoking is permitted only in the designated smoking areas provided on each teaching centre and nowhere else on any of the College campuses and estate.

4. SECURITY

- 4.1 The student must not leave the room or corridors unlocked during his/her absence, or damage the locks of the room.
- 4.2 For reasons of security, if the student reports the loss of his/her key he/she may be required to pay the cost of replacing the lock as well as the key.
- 4.3 Resident students are responsible for security of the residences and must ensure that the security doors are kept locked at all times. Any suspicious activity should be reported to a member of staff immediately.
- 4.4 Students are expected to have their Student ID and access cards in their possession at all times for security reasons and not leave them in their rooms. The College accepts no liability for lost cards.
- 4.5 The College provides basic insurance cover. It is the responsibility of the student to check that they are adequately insured whilst they are at College as the College cannot accept any liability for any loss or damage to private property, however it may occur.
- 4.6 Bicycles should be locked to the barriers or in the shelters provided for this purpose and must not be taken into the residences under any circumstances. Any bicycles found inside College buildings anywhere on the College campuses or estate will be removed.

5. CONDUCT

- 5.1 Students are expected to conform to the recognised standards of good behaviour at all times and respect the personal rights, freedom, health and safety of others. The wardens have a responsibility to monitor standards of behaviour and students are required to co-operate with the wardens and support them in the execution of their duties.
- 5.2 The student shall conduct himself/herself so as not to be or to cause a nuisance or annoyance to any of the occupants or to others in the College or in the neighbourhood of the College.
- 5.3 All students are required to show consideration for their colleagues in residence and to keep noise to a minimum.
- 5.4 No music player, radio, tape recorder or musical instrument etc., may be used so that it can be heard outside the room where it is played. Volume levels of all such equipment should at all times be kept at a level which does not cause annoyance to residents or others in or using college premises or grounds.
- 5.5 Ball games may only be conducted in designated areas. Ball games are not permitted in, or on, any College property, except where it is specifically designated for such use.
- 5.6 The student shall not act in such a way that will undermine the moral welfare of the College community or bring the name of the College into disrepute.
- 5.7 Any illness or injury affecting the student should be reported to the Residential Coordinator or the Student Support Team during the day and to the Duty Warden at night. If unable to return to College because of illness the student should inform their Course Manager or the Duty Warden.
- 5.8 The student shall not carry out any trade or business from the room.
- 5.9 Improper use of student panic alarms, emergency exit doors and security doors will result in the College Code of Conduct Procedure being invoked.
- 5.10 The College accepts no liability whatsoever for any damages or losses incurred where a student (and his/her guest) is found to be acting in breach of the Student Code of Conduct or Residential Regulations at any time while in residence.

6. ALCOHOL AND THE USE OF PROHIBITED SUBSTANCES

- 6.1 Alcohol may only be purchased and consumed in the College bars whilst they are open and in designated over 18 areas in the College residences. Students under the age of 18 are not permitted to buy, attempt to buy, or

consume alcohol in the College bar. Students over the age of 18 are not permitted to buy or attempt to buy alcohol for consumption of students under the age of 18. A Student ID card may be required as proof of age before alcoholic beverages are served.

- 6.2 To promote a safe study and working environment at College the use, possession, supply or exchange of illegal drugs, solvents, New Psychoactive Substances or the misuse of prescription drugs is not permitted on the College property

7 VISITORS

- 7.1 Students may entertain guests in their rooms between 08.30 am and 11.00 pm weekdays and/or weekends:
- (a) subject at all or any time during the term to satisfactory arrangements (including access) being made for the cleaning and other necessary functions associated with the proper management of the residences by the College.
 - (b) the student is solely responsible for his/her guests and must ensure that they do not infringe or compromise the terms of these regulations.
 - (c) The student shall not allow any person not authorised by the College to occupy any part of the room whether or not the student is in personal occupation. Any breach of this clause shall be grounds for the termination of the Residential Agreement and for additional charges to be levied.
- 7.2 Students wishing to have a guest overnight must follow the procedures as outlined in the Resident's Handbook.
- 7.3 The college reserves the right to withdraw permission allowing visitors to enter the premises or stay overnight.

8. VEHICLES

- 8.1 Motor vehicles owned by resident students may only be brought onto the College campus with the agreement of the Residential Coordinator and after the registration details have been lodged with Student Support. A parking permit must be obtained from Student Support on production of a valid certificate of insurance and MOT, if required, and displayed in the windscreen of a resident student's vehicle to be parked in the Holcot Centre car park overnight and at the weekend.

- 8.2 Vehicles may only be parked in designated areas and are left in these areas at the owner's risk. All vehicles brought onto the College campus must be registered, taxed and insured and must be driven with care, within the designated speed limit, with due regard for the safety of other users of the campus and only on designated roads and car parks. Vehicle owners must comply with all relevant legislation at all times.

9 FIREARMS AND OFFENSIVE WEAPONS

- 9.1 Firearms may only be brought to the College for the purpose of instruction as part of a course, or for use in organised leisure activities. Permission must be obtained in advance from the appropriate College Manager authorising the event.
- 9.2 Normal licensing arrangements must apply and safety rules must be adhered to rigidly.
- 9.3 Firearms, when not in use, must be stored in the College gun cabinet under the supervision of an approved and licensed member of staff and must not be brought into the residences at any time.
- 9.4 Other offensive weapons such as flick knives, knuckle dusters etc. must not be brought to the College at any time.

10 CHAINSAWS AND OTHER SMALL INDUSTRIAL MACHINERY

- 10.1 Chainsaws and other small industrial machinery may only be brought onto the campus for use during practical classes and must be stored in the secure area in the workshops. Permission must be sought from the Course Manager and they must not be taken into any of the residential or social areas under any circumstances.

11 LIVESTOCK

- 11.1 Pets and other livestock must not be brought to the College without the express permission of the Student Support Manager (in the case of assistance dogs) or appropriate member of teaching staff. If it is necessary for animals to be brought in during the day for teaching purposes, they must be lodged at the appropriate Animal Centre e.g. Animal Welfare Centre, Equestrian Centre etc. and only with permission in advance from the Centre Manager.
- 11.2 Pets and other livestock (except assistance dogs) are not permitted to be brought to any other areas of the College campuses and estates or into the residences at any time.

I hereby agree to abide by the terms of this residential licence agreement and to pay my rent by the specified times and abide by the College Code of Conduct and Residential Regulations.

Name:
(Please print clearly)

Signed:

Date:

Signed:



Alison Creasey on behalf of the College
Student Support Manager
Dated: March 2021