# BLANK ACCOMMODATION CONTRACT – 2027/28 ACADEMIC YEAR

| AGREEMENT SUMMARY | |
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| **The Licensor** | |
| **Residence** | |
| **Room Number** | |
| **Term** | |
| **Earliest Arrival Time** | |
| **Latest Departure Time** | |
| **Rent** | |
| **Instalments** | |
| ***Your Details*** | |
| **Student Name** | |
| **Student ID** | |
| **Student Home Address** | |
| ***Residence Description:*** | |
| **Residence Management** | The residence management office at: Tel No:<br>Email: |
| **Room Items** | |
| **Shared Items** | |
| **Important Legal Notice** | *By Accepting this Agreement, you are entering into a legally binding contract and are agreeing to abide by the terms of this agreement which includes the "Terms and Conditions of Residence".*<br>*Please read the Terms and Conditions of Residence (including the cancellation policy) in full and make sure that you understand them before Accepting this Agreement by confirming your Acceptance by signing.* |

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

| INTRODUCTION | |
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| **Nature of Agreement** | This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:<br>1. enter your Room at any time and for any reason (which is similar to staying in a hotel); and<br>2. require you to move to an alternative room (again this is similar to staying in a hotel). Where we exercise these rights we will do so in accordance with these Ts & Cs.<br><br>UPP Halls Only: Please note that as the Accommodation is owned by UPP (i.e. if UPP are listed as a Licensor in the Glossary), UPP has granted authority to the University to act on its behalf in the conduct and enforcement of this Agreement.<br><br>In these terms and conditions "you" means the person signing this Agreement and "we" means the "Licensor" as set out in the Glossary (UPP Halls Only: although please note that as the Hall is owned by an organisation other than the University (i.e. the Licensor in the Agreement Summary and Glossary is UPP and not the University), we have granted authority to the University to act on our behalf in the conduct and enforcement of this Agreement). The expressions "your" "our" and "us" should be read accordingly. |
| **Terms of this Agreement** | The terms are contained within:<br>1. these Ts & Cs;<br>2. the Agreement Summary (page one of this document);<br>3. the Student Code of Behaviour;<br>4. the Residence Handbook<br>Together, these documents set out our respective rights and responsibilities. |
| **Accepting this Agreement** | By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and (the non-exclusive right) to use the Communal Areas.<br>If you move into the Accommodation without first Accepting this Agreement you will be deemed as having Accepted this Agreement by your action of moving into the Accommodation. |
| **Period of Residence** | Unless it specifies otherwise in the Agreement Summary, the Period of Residence is continuous (and includes the Christmas and Easter vacation periods) but does not include the Summer vacation period. You must vacate the Accommodation and remove all of your personal possessions from it by 10:00am on the last day of the Period of Residence. Students are not permitted to remain in the Accommodation beyond the last day of the Period of Residence. |
| **Our responsibilities** | Our responsibilities are set out in clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right. |
| **Your responsibilities** | By entering this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take formal (including legal) action against you which may result in you having to leave your Accommodation. |
| **Variations to this Agreement** | With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us. |
| **Enquiries** | If there is anything you do not understand or if you have any other queries relating to this Agreement, please contact the Student Accommodation Services. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor. |
| **Glossary** | These Ts & Cs and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs. |

| 1. | **OUR RESPONSIBILITIES** | |
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| 1.1 | **Services & facilities** | During the Period of Residence we will use reasonable endeavours to:-<br>1.1.1 maintain the structure of the Hall and keep the Hall and Communal Areas (including the lighting, heating and firefighting equipment within them) clean, tidy, in reasonable repair and fit for use by you and other occupiers;<br>1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Hall are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;<br>1.1.3 provide an adequate supply of hot water for normal domestic use;<br>1.1.4 UPP Halls and Brackenhurst on campus: procure the provision of facilities for the washing and drying of clothes in the Hall for which there will be a separate charge at the point of use; and<br>1.1.5 arrange for and maintain the internet points within the Accommodation.<br>UPP: "For UPP we will appoint an external company to provide and maintain these, and to use these facilities, you will need to register with the external provider"<br>1.1.6 We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action r necessary maintenance, repair, or replacement). |
| 1.2 | **Insurance** | 1.2.1 During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.<br>1.2.2 During the Period of Residence we will (at no additional cost to you) insure your personal belongings up to the limits set out below but you will be responsible for administering any claims which arise. Full details of the insurance policy are available at the below link using the relevant reference details for your accommodation. If your accommodation is:<br>(a) Blenheim, Byron, Gill Street South, Gill Street North, Hampden, Meridian Court, New Hall Norton Court, Peverell, Simpsons, Sandby, or The Maltings your insurance provider is Gallagher Assist **(https://gallagherassist.ajg.com/UPP)** reference Number: UPP1048<br>(b) Brackenhurst your insurance provider is Howdens for Students **(https://students.howdengroup.com/registration)**<br>If you are unable to access this web link please contact the Student Accommodation Services before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement. Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost. |

| 2. | **YOUR RESPONSIBILITIES** | |
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| 2.1 | **Licence Fee** | 2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.<br>2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.<br>2.1.3 If someone other than you pays all or part of the Licence Fee directly to the University as our agent (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party. |
| 2.2 | **Inventory** | You agree to check, sign and return the electronic Inventory that will be e-mailed to you when you check into the Accommodation. You are to notify the Residence Manager of any discrepancies as soon as possible and in any event within 24 hours of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct. |
| 2.3 | **Using the Accommodation** | 2.3.1 You are the only person authorised to occupy the Accommodation.<br>2.3.2 You must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).<br>2.3.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clauses 2.4.3 (visitors) or 2.5 (moving rooms)) allow anyone else (other than any persons referred to in the Agreement Summary) to live in or use the Accommodation.<br>2.3.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 3.2 below. |
| 2.4 | **Visitors** | 2.4.1 You are responsible for the behaviour any Visitor and you must ensure that they do not break the terms of this Agreement. If they do, you will be in breach of this Agreement.<br>2.4.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Hall where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.<br>2.4.3 You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight and they are only permitted to stay overnight for a maximum of two nights in any week.<br>2.4.4 All Visitors must sign in following the process set out in the relevant Residence Handbook and visitors are only permitted provided that this does not annoy other occupants of the Hall or disrupt study and provided that this does not annoy or disturb study by other occupants of the Accommodation or Hall. We reserve the right to prohibit Visitors 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. |
| 2.5 | **Moving rooms** | 2.5.1 You agree not to move to another room within the Hall, or to any other accommodation provided by us or the University, without first obtaining the prior written approval of the Student Accommodation Services (acting reasonably).<br>2.5.2 If you are permitted to move to another room within the Hall, or to another UPP owned Hall, all the terms and conditions of this Agreement will be transferred to the new Accommodation. If you move rooms, you will be advised of any changes to Licence Fee.<br>2.5.3 If you move rooms before the end of your Licence, we may charge a reasonable administration and/or cleaning fee for restoring the room you vacate to an acceptable standard. |
| 2.6 | **Risk assessments** | You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Hall. |

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| 2.7 | **Respect for others** | You agree:-<br>2.7.1 to show respect, at all times, for all persons living and/or working in the Hall or in the locality of the Hall and not to cause or do anything that is likely to cause a nuisance or annoyance to them;<br>2.7.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Hall and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between 23.00 hours and 08.00 hours;<br>2.7.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;<br>2.7.4 not to bring into either the Accommodation or the Hall any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;<br>2.7.5 not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;<br>2.7.6 not to bring dart boards, electric scooter/bike, air fryer (NTU Managed properties only) fireworks, barbeques, gas bottles or gas appliances into the Accommodation or the Hall;<br>2.7.7 not to allow persistent use of Hall facilities by non-residents;<br>2.7.8 not to smoke in the Accommodation or the Hall which also includes the use of electronic cigarettes/vaping.<br>2.7.9 not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Hall or attach posters or other items to the ceiling, light fittings, smoke alarms;<br>2.7.10 not to hold parties with an excess of ten people in the Accommodation or Halls without the prior approval of the Residence Manager; and<br>2.7.11 Byron, Gill Street North, Gill Street South, City or New Hall: not to bring or keep any motor vehicle owned by you or in your custody to Nottingham other than for a single trip at the beginning and the end of a term to transport your belongings to and from the Accommodation and otherwise to comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed in the Residence Handbook. The Residence Handbooks can be found at the following link in the Essential Information section.<br>All other residences: comply with the car, motorcycle and bicycle parking rules issued by us and which can be reviewed in the Residence Handbook.<br>**https://www.ntu.ac.uk/life-at-ntu/accommodation/guide-to-accommodation**<br>Please make sure you select the correct handbook for your residence. For reference the UPP Residence handbook should be used for the following: Blenheim, Byron, Gill Street North, Gill Street South, Hampden, Meridian Court, New Hall, Norton Court, Sandby, Simpsons, Peverell, and The Maltings. If you are unable to access this web link please contact the Student Accommodation Services before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement. |
| 2.8 | **Repairs, maintenance and alterations** | You agree:-<br>2.8.1 to keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Hall;<br>2.8.2 not to make any alterations to or damage the Accommodation or Hall (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);<br>2.8.3 except for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Hall except where the Residence Manager has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought into the Accommodation without our permission |

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| | | and/or which does not comply with legislation; and<br><br>28.4 not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty, unsafe or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so. |
| 2.9 | **Safety and security** | It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure for residents to live in and staff to work in. This includes (but is not limited to) complying with the following:<br><br>***2.9.1 Electrical appliances***<br><br>You agree:<br><br>(a) only to use the cooking and/or other electrical kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in the Accommodation or Hall;<br><br>(b) not to bring any electric blankets or electric duvets into the Accommodation or Hall;<br><br>(c) not to bring any electrical equipment into the Accommodation or Hall except for items that have been properly tested, have a correctly rated fuse, correctly wired plug and are in good working order;<br><br>(d) not to tamper with or alter electrical appliances supplied by us and to allow us to inspect any electrical items that you bring into the Accommodation or Hall and to remove any item that we (acting reasonably) consider to be unsafe;<br><br>(e) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Hall and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points;<br><br>(f) not to bring any heating appliances, heavy duty electrical appliances, domestic appliances (such as fridges or freezers) into the Accommodation or the Halls.<br><br>***2.9.2 Fire Safety***<br><br>You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and:<br><br>(a) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Residence Manager or Warden and your attendance at that meeting is compulsory, attend that meeting;<br><br>(b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment (if any fire extinguisher is found empty through misuse all residents will be charged for the replacement);<br><br>(c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes) or leave cooking unattended.<br><br>***2.9.3 Security***<br><br>You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):<br>(a) keeping your key, key fob or key card with you at all times;<br><br>(b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;<br><br>(c) locking the door to your Accommodation together with any corridor/main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;<br><br>(d) not letting anyone you do not know into the Hall and accompanying your Visitors at all times; and<br><br>(e) never adjusting or tampering with any window restrictors within the Accommodation or the Halls (if you do so a repair charge as set out in the Residence Handbook will be levied). |

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| 2.10 | **Pets** | You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. Assistance dogs are permitted by prior arrangement with the Student Accommodation Services. |
| 2.11 | **At the end of the Agreement** | At the end of the Period of Residence (or earlier termination of this Agreement) you agree:<br>2.11.1 to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;<br>2.11.2 to return all keys, key fobs or key cards to the Residence Manager. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this (and provide written evidence of the cost);<br>2.11.3 to leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any personal belongings or rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings.<br>2.11.4 This clause does not apply in circumstances where the Agreement ends due to the death of an occupant. In such cases, the procedures in Section 6 shall apply. For the avoidance of doubt, this clause operates subject to the early termination provisions set out in Section 7 and the provisions relating to the death of an occupant set out in Section 6. |
| **3.** | **OUR RIGHTS** | |
| 3.1 | **Alterations and building works** | We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our or the University's adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance. |
| 3.2 | **Access & inspection** | 3.2.1 We have the right to enter the Accommodation at all times (although, except in case of emergency, we will give you reasonable prior notice). We will only enter the Accommodation for one of more of the following reasons: (a) in an emergency, (b) in order to clean, inspect or repair the Accommodation, to comply with our responsibilities under this Agreement and/or (c) for any other reasonable purpose.<br>3.2.2 We will charge you any reasonable costs we incur if, when calling on a pre-arranged visit, we cannot gain access to the Accommodation (e.g. because access is refused or you are not in).<br>3.2.3 Where we do wish to enter the Accommodation, we will give you prior notice of this unless it is an emergency or relates to the regular cleaning or maintenance of the Accommodation. |
| 3.3 | **Removal of items from the Accommodation** | 3.3.1 We may remove from the Accommodation or Hall any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance, subject to us giving you prior warning. If we<br>3.3.2 remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Hall. |

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| 3.4 | **Our right to require you to relocate** | 3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances including the following:-<br><br>(a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Hall, that the Accommodation or Hall is unfit for occupation, or where the Period of Residence includes the Summer vacation and the Hall is not fully occupied during the vacation);<br><br>(b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;<br><br>(c) if your Accommodation is require for Buy-Back, we may give you notice requiring you to relocate to similar alternative accommodation at any time on or after the first day of the 38th week of the Licence Period provided that we give you:-<br>(i) not less than 6 weeks previous written notice (which may be by e-mail to your NTU e-mail account or the e-mail address you used to book the Accommodation), setting out the date on which you will be required to relocate (the **"Relocation Date".** Note: if you do not move out of the original Accommodation by the Relocation Date, we can take legal action to force you to move out); and<br><br>(ii) the right to terminate this Agreement on the Relocation Date by giving us not less than 3 weeks prior written notice if you do not want to move to the similar alternative accommodation and, provided you give us written notice to terminate this Agreement within this time period, this Agreement will end on the Relocation Date and:-<br><br>(1) the ending of this Agreement will be without prejudice to any claim by either of us against the other in respect of any breach of any obligation in this Agreement that had accrued before the Relocation Date;<br><br>(2) you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including Relocation Date but, provided that you move out of the Accommodation by the Relocation Date, you will not be obliged to pay that part of the Licence Fee corresponding to the period after the Relocation Date and we will refund any Licence Fee you have paid in advance in respect of the period after the date of termination; and<br><br>(3) if you do not move out of the Accommodation by the Relocation Date, we can take legal action to gain possession.<br><br>3.4.2 If we request you to relocate:<br><br>(a) in accordance with Clause 3.4.1(a) or 3.4.1(b) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances;<br><br>(b) in accordance with Clause 3.4.1(a) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) directly incurred by you moving into the alternative accommodation.<br><br>3.4.3 If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to gain possession. |
| 3.5 | **Ensuring vacant possession** | 3.5.1 We will take appropriate and lawful measures to obtain vacant possession of the accommodation at the end of the Period of Residence or following lawful termination of this Agreement, so that the Accommodation is available for any intended incoming occupant.<br><br>3.5.2 Where vacant possession cannot be obtained in time, we will take all reasonable steps to mitigate any delay or hardship caused to prospective occupants. |

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| **4.** | **YOUR RIGHTS** | |
| 4.1 | **Occupation** | We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-<br>4.1.1 a licence to occupy the Room;<br>Your rights under this Section are subject to the early termination provisions in Section 5.<br>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and<br>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas. |
| 5 | **IF YOU BREACH THIS AGREEMENT** | |
| 5.1 | **Payment for loss or damage** | 5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you, or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards (provided that written evidence of costs incurred in providing a replacement or stolen key/cards is provided to you) , repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.<br>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) claim from you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred.<br>Typical charges for damage and additional cleaning are set out in the Residence Handbook. The Residence Handbooks can be found at the following link in the Essential Information section: https://www.ntu.ac.uk/life-at-ntu/accommodation/guide-to-accommodation<br>5.1.3 Please make sure you select the correct handbook for your residence. The exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases. |
| 5.2 | **The procedure we will follow if you have breached this Agreement** | If you, or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:<br>5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Residence Manager will decide whether to:<br>a) take no action;<br>b) discuss this with you informally;<br>c) write to you to draw your attention to the alleged breach;<br>d) or refer the matter to be dealt with under the University's Student Code of Behaviour.<br>5.2.2 Except in the circumstances set out in clause 5.2.3, we will cooperate in the implementation of any penalty, sanction or other requirement imposed on you as an outcome taken under the University's Student Code of Behaviour in respect of a breach of the terms of the Agreement, which can include (in circumstances where the breach is deemed to be sufficiently serious or persistent) a requirement for you to move to alternative accommodation or termination of this Agreement and your expulsion from the Accommodation.<br>5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we may terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact;<br>a) the Student Accommodation Services for support and guidance on accommodation<br>b) the Student Money Team for support and guidance on funding and budgeting<br>c) the Finance Income Team to discuss your payment arrangements |

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| 6 | **DEATH OF AN OCCUPANT** | |
| 6.1 | **In the event of death** | If an occupant dies while holding a contract for the Accommodation:<br>6.1.1 The occupant's obligations under this Agreement will end on the date of death.<br>6.1.2 Any guarantor's obligations will also end on the date of death.<br>6.1.3 We will not pursue any outstanding Licence Fee or other liabilities that accrued before the date of death.<br>6.1.4 We will refund, on a daily apportioned basis, any Licence Fee paid in advance for a period after the date of death. |
| 6.2 | **Personal belongings** | 6.2.1 We will contact the deceased's next of kin, nominated contact, executor, or personal representative and offer them the opportunity to collect the deceased's belongings.<br>6.2.2. If they decline, they may authorise us to either store the belongings for a reasonable period or dispose of them.<br>6.2.2 No charges will be applied for reasonable storage. |
| 6.3 | **Shared rooms** | 6.3.1 We will offer to relocate the surviving co occupant if possible.<br>6.3.2 We will offer to end the co occupant's Agreement if they prefer.<br>6.3.3 If the Agreement continues, we will reduce the Licence Fee proportionately so the co occupant is in no worse financial position than if the death had not occurred. |
| 6.4 | **Deposit-equivalent payment** | 6.4.1 Where any deposit equivalent payment has been taken, we will notify the deceased's next of kin or personal representative that the balance may be released to them.<br>6.4.2 We will process the release promptly upon receiving reasonable evidence of authority. |
| 7 | **TERMINATION OF THIS AGREEMENT** | |
| 7.1 | **Your right to terminate before you take occupation** | Please refer to the University's cancellation policy as applicable below.<br>7.1.1 New Student<br>The cancellation deadlines are:<br>30 June 2027 is the last day to cancel, without charge, if you no longer want to live in NTU accommodation but are still planning on attending the University.<br>31 August 2027 is the last day to cancel, without charge, if you are no longer attending the University.<br>After the 31 August cancellation will only be permitted in accordance with clauses 7.3 and 7.4 and your liability for the Licence Fee will be governed by the terms of this Agreement<br>7.1.2 Returning Student<br>7 days cooling offer period after accepting the Terms and Conditions defines the period in which you must cancel your booking, without charge, if you no longer want to live in NTU accommodation but are still planning on attending the University<br>31 August 2027 is the last day to cancel, without charge, if you are no longer attending the University<br>After the 31 August cancellation will only be permitted in accordance with clauses 7.3 and 7.4 and your liability for the Licence Fee will be governed by the terms of this Agreement |
| 7.2 | **Our right to terminate before you take occupation** | If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause, we will refund any Licence Fee that you have paid under this Agreement. |

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| 7.3 | **Your right to early termination** | 7.3.1 You may terminate this Agreement early if:<br>a) you withdraw from your course<br>b) you are excluded or refused admission.<br>c) you have been absent from your course for more than 60 days due to illness and have formally agreed a suspension of studies with your higher education provider.<br>7.3.2 You must give at least 4 weeks' written notice of termination under the grounds set out in clause 7.3.1 above and will be liable for the License Fee throughout this notice period.<br>7.3.3 Your notice must state your intended departure date.<br>7.3.4 You must provide reasonable evidence of your withdrawal, exclusion, refusal of admission, or illness related suspension (normally a letter from your institution).<br>7.3.5 You must vacate the Accommodation on or before the departure date stated in your notice.<br>7.3.6 If your notice or evidence is incomplete or defective, we will inform you as soon as we become aware and give you a reasonable opportunity to correct it.<br>7.3.7 Once termination is accepted, we are free to market the room immediately. You may be required to provide access to the Room to allow potential occupants to view |
| 7.4 | **Your other rights to terminate** | You may terminate this Agreement if you:<br>7.4.1 Contact the Student Accommodation at the University to request the right to terminate and you satisfy all of the following conditions:<br>a) you have found a suitable replacement occupier who is both an existing NTU student and approved by us (acting reasonably);<br>b) the proposed replacement occupier is not already in accommodation provided by us;<br>c) the proposed replacement occupier completes their booking. This involves completion of all the following actions: agreeing a suitable payment for License Fee (see Schedule 1), completion of their license agreement and collection of the keys; and<br>d) you have paid, all of the Licence Fee due under this Agreement up to and including the date that the replacement occupier completes their booking.<br>7.4.2 Are under 18 when you Accept this Agreement and:<br>e) In the 14 days after your 18th birthday you give to the Student Accommodation Services not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and<br>f) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.<br>7.4.3 Termination of this Agreement will be effective upon completion of the conditions set out in clause 7.4 and thereafter you will cease to have any further liabilities under this Agreement. For the avoidance of doubt you will remain liable under the terms of this Agreement until such time as the conditions set out in clause 7.4.1 or 7.4.2 are satisfied. |
| 7.5 | **Our right to terminate if you have breached the Ts & Cs** | We may terminate this Agreement in any of the following circumstances:-<br>7.5.1 if you have failed to pay the whole or any part of the Licence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Licence Fee (or any part of it) has been outstanding for 21 days or more; or<br>7.5.2 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 2.7.3, 2.7.4, 2.7.5, 2.9.2(b), 2.9.2(c), and 2.10 as a serious breach of this Agreement and if you, or one of your Visitors, breaches any of these clauses we may terminate this Agreement);<br>7.5.3 if you are made bankrupt. |
| 7.6 | **Our right to terminate for other reasons** | We may also terminate this Agreement by giving you not less than 4 weeks written notice if:-<br>7.6.1 we are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit |

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| | | for occupation;<br>7.6.2 you are no longer pursuing a course of study with the University;<br>7.6.3 we reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or<br>7.6.4 any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate, or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation. |
| 7.7 | **Effect if we terminate the Agreement** | 7.7.1 If we terminate the Agreement in the circumstances set out in clauses 7.5 or 7.6 this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, or your Visitors.<br>7.7.2 If we terminate this Agreement in the circumstances set out in clause 7.5.1, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the date of termination but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the date of termination. Provided that you move out of the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the date of termination. Refunds will be processed subject to any reasonable deductions for any monies you owe to us under this Agreement e.g. unpaid Rent and other costs that we incur if you breach your responsibilities under this Agreement including (but not limited to) payments for loss and damage under clause 5.1.<br>7.7.3 If we terminate the Agreement in the circumstances set out in clauses 7.5.2, 7.5.3,and 7.6.1, 7.6.2, 7.6.3 or 7.6.4, you will still be obliged to pay Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let<br>7.7.4 if the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out. |
| 8 | **COMPLAINTS** | |
| 8.1 | **Procedure** | 8.1.1 If you have any problems with services or facilities within the Accommodation and/or the Hall you should, in the first instance, discuss these with the team who manage your accommodation at the earliest opportunity. If you have any problems with your contract or payments you should discuss these with the relevant team at NTU.<br>8.1.2 If you are not happy with the outcome, and wish to raise a complaint, please ensure your complaint is raised within 60 days of the occurrence.<br>8.1.3 Depending on the details of your problem, you will need to use one of the following complaints procedures:<br>a) Complaints before the start date of the License Period: We ask that all complaints are put into writing to accommodation@ntu.ac.uk or submitted via the online accommodation portal<br>b) Complaints after the start of date of the License Period that relate to contracts, payments, and the online accommodation portal: We ask that all complaints are put into writing to accommodation@ntu.ac.uk or submitted via the online accommodation portal<br>c) Complaints after the start of date of the License Period that relate to any aspect of living in the accommodation (e.g. services and facilities): Use the complaints procedure set out in the residence handbook for your accommodation.<br>8.1.4 If you remain dissatisfied and you have used the complaints procedure in 781.3 (a) (b) you may be eligible to escalate your complaint via the **NTU Complaints procedure**. The outcome for your informal complaint will explain if you are eligible to do this. If you have used the complaints procedure in 8.1.3 (c) you maybe be eligible to escalate your complaint to the **Accreditation Network UK (ANUK).**<br>8.1.5 If the mediation referred to in clause 8.1.4 does not resolve the matter and you remain unhappy with our response, you take advice from a Citizen's Advice Bureau, or as a final step take advice from a law centre or solicitor.<br>8.1.6 For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to |

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| | | terminate the Agreement. |
| 9 | **APPEALS** | |
| 9.1 | **Procedure** | Except in the case of a decision made under the provisions of the University's Student Code of Behaviour (which has its own self-contained appeal procedures) if you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision by using the complaints procedure set out in clause 8. |
| 10 | **OTHER MATTERS** | |
| 10.1 | **Notices** | 10.1.1 In the case of all letters and notices sent under the terms of or in accordance with the provisions of this Agreement these need to be sent as follows (in order for the letters or notices to be deemed to be received):<br>(a) us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 8.1.3) or by e-mail;<br>(b) you to us will be properly served if sent to us (by first class post or special delivery) at the Student Accommodation Services or by e-mail to **accommodation@ntu.ac.uk**.<br>10.1.2 A notice sent by the following means is to be treated as having been received:<br>a) if delivered by hand, on the day of delivery; or<br>b) if sent by first class post or special delivery, on the first working day after posting; or<br>c) if sent by e-mail, 24 hours after sending (the 24 hour period excluding non-working days).<br>10.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting **accommodation@ntu.ac.uk**.You agree to pass on to us immediately any statutory letters or notices served on you by a third party (ie not us). |
| 10.2 | **Data Protection** | 10.2.1 We process personal data for the purposes of this Agreement as set out in our Privacy Policy.<br>You can access our privacy policy at **https://www.ntu.ac.uk/policies/student-accommodation-privacy-notice** (UPP only: or by contacting UPP at **compliance@upp-ltd.com**). This includes how we process personal data which relates to people connected with you, such as your parents, your Sponsor, or your Visitors. If you are unable to access this web link please contact us and we will send you a copy of our privacy policy.<br>10.2.2 We engage various contractors to provide the Accommodation. The University and our contractors may collect personal data and pass it to us for the purposes of us providing the Accommodation to you and other residents of the Hall. Equally, we may share your personal data with the University, our contractors, and the authorities (such as the local council, immigration authorities, the Police, and the emergency services) to manage the Accommodation for you and for other residents of the Hall, and to comply with applicable laws. Please note that your failure to provide us with your personal data when requested, or to keep your personal data up to date, may mean we cannot provide you, or people connected with you, with access to our accommodation services, we need to know who is on site at any time for the safety of all residents of the Hall.<br>10.2.3 We may need to process special categories of personal data about you or people connected with you (for example medical or health data which you give us to ensure your accommodation meets your needs, or if you have an accident or fall ill while on site). More information about how we collect and process this type of data is provided in our Privacy Policy.<br>10.2.4 If you have any questions, comments or requests regarding the processing of your personal data please contact us in the first instance at **dpo@ntu.ac.uk** and if your hall is a UPP hall also **compliance@upp-ltd.com.** |

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| 10.3 | **Liability for loss or damage** | Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence. |
| 10.4 | **Governing law and enforceability** | 10.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.<br>10.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected. |
| 10.5 | **Legislation** | The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act. |
| 10.6 | **VAT** | At the date of this Agreement the License Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law. |
| 10.7 | **Council tax** | If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand). |
| 10.8 | **Guarantees of accommodation** | Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated. |

| SCHEDULE 1 | | |
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| 1. | **Payment of Licence Fee** | 1.1 Your Licence Fee must be paid either<br><br>1.1.1 In full i.e. as one single instalment by the following methods:<br>• Credit or debit card via the **accommodation portal**<br>• By **other payment methods** accepted by the NTU Finance Team<br><br>1.1.2 In termly instalments by the following methods:<br>• Credit or debit card via the **accommodation portal**<br>• Direct debit via the **accommodation portal**<br>• By **other payment methods** accepted by the NTU Finance Team<br><br>1.2 You can elect what payment method you prefer by selecting the appropriate options in the online accommodation portal. You must elect a payment method before you will be permitted to collect the keys for the accommodation.<br><br>1.3 If you wish to set up a Direct Debit as per 1.1.2 (b) then this option is only available for contracts commencing in September 2027 and must be set up 14 days prior to the first instalment payment. Please note that a direct debit can only be set up from UK bank current accounts and not savings or deposit accounts.<br><br>1.4 If you elect to pay by other methods you must contact Student Accommodation Services at **accommodation@ntu.ac.uk** to inform them which method you are using. |
| 2. | **Sponsors** | If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor. |

| GLOSSARY | |
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| Words used in this Agreement and in these Terms and Conditions of Residence have the following meanings: | |
| **Accept** | Means to formally accept the offer of the Accommodation online and "Accepted" and "Accepting" are to be interpreted accordingly. |
| **Accommodation** | Means the Room (which in the case of a sole occupancy or a shared flat, includes all shared areas in that flat) or any alternative accommodation to which you have moved under this Agreement. |
| **Agreement** | Means the contract between us and you relating to the Accommodation and comprising:<br>1. these Ts & Cs;<br>2. the Agreement Summary; and<br>3. the Regulations (which will take precedence in the event of any contradiction between them and the Ts & Cs and/or the Agreement Summary). |
| **Agreement Summary** | Means the page of the online process headed "Agreement Summary" which contains the specific details of the Accommodation being offered to you, the Period of Residence and the Licence Fee. |
| **Buy-Back Hall** | Means we may give you notice requiring you to relocate to similar alternative accommodation at any time on or after the first day of the 38th week of the Licence Period provided that we meet the requirements set out in 3.4.1 (c)<br>Halls covered by this are Byron, Gill Street North, Gill Street South, New Hall, Peverell, Sandby. |
| **Communal Areas** | Means all stairwells, corridors, landings and entrance halls within the Hall, any shared kitchens and/or bathrooms in the Hall or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation. |
| **End Date** | Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 7. |
| **Finance Income Team** | Means the team that takes rent payment and manages payment plans. Please refer to this link for information on this team: **https://www.ntu.ac.uk/m/online-payment/contacting-the-finance-office** |
| **Hall** | Means the specific hall named in the Agreement Summary together with any external areas of the hall which are owned by us (eg car parks, roads or gardens which adjoin the hall). |
| **Head of Student Accommodation Services** | Means the Head of Student Accommodation Services. They can be contacted by writing to **accommodation@ntu.ac.uk** labelling your email for their attention. |
| **Inventory** | Means the list of furniture and equipment at the Accommodation which we will give to you when you arrive. |
| **Instalment(s)** | Any one of the first, second or third instalments. |
| **Licence Fee** | Means the charges for your occupation of the accommodation as stated in the Agreement Summary |
| **Licensor** | If your Hall is Blenheim, Gill Street North, Hampden, Meridian Court, Norton Court, Peverell, Sandby, Simpson, or The Maltings, your Licensor is UPP (Nottingham) Limited,<br>If your Hall is Byron or Gill Street South, your Licensor is UPP (Byron House) Limited If your Hall is New Hall your Licensor is UPP (Clifton) Limited<br>If your Hall is Brackenhurst your Licensor is Nottingham Trent University |
| **New Student** | Means any student that is not a Returning Student |
| **Period of Residence** | Means the period starting and ending on the dates specified in the Agreement Summary (unless the Agreement ends earlier in accordance with the terms of this Agreement). |
| **Privacy Policy** | Means our privacy policy in relation to the Halls and your Accommodation, which you can access **here** . If your Hall is a UPP Hall you can contact UPPs Information Compliance Officer at **compliance@upp-ltd.com** |
| **Returning Student** | Means a returning student who at the time they entered this Agreement was fully enrolled at the University on a full time undergraduate or postgraduate course during the previous academic year |
| **Residence Handbook** | Means the handbook for the residence that can be found in the Essential Information section of this link: **https://www.ntu.ac.uk/life-at-ntu/accommodation/guide-to-accommodation**<br>There are separate handbooks for UPP and Brackenhurst |

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| **Residence Manager** | Means the relevant Residence Manager for the Accommodation that you reside within. Details for contact your Residence Manager will be in your Residence Handbook. |
| **Room** | Means the room at the Hall specified on the Agreement Summary |

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| **Sponsor** | Means any person or organisation who is paying all or part of your Licence Fee. |
| **Student** | Means the person named in the Agreement Summary. |
| **Student Accommodation Services** | Means the student accommodation services postal address at Nottingham Trent University, 50 Shakespeare Street, Nottingham, NG1 4FQ, or can be contacted at accommodation@ntu.ac.uk |
| **Student Accommodation Support Officer** | Means a member university staff responsible for providing pastoral support and working closely with Student Support Services and external providers of support. |
| **Student Code of Behaviour** | Means the University's student code of behaviour which is available at https://www.ntu.ac.uk/studenthub/my-course/student-handbook/student-code-of-behaviour |
| **Student Money Team** | Means the team that offers financial support and advice to students studying at NTU. Details of this team can be found here: https://www.ntu.ac.uk/studenthub/money-fees-and-funding/contact-the-student-financial-support-service |
| **University** | Means Nottingham Trent University of 50 Shakespeare Street, Nottingham NG1 4BU |
| **University complaints procedure** | Means the University Complaints Procedure for Students available at http://www.ntu.ac.uk/current_students/resources/student_handbook/complaints_summary/index.html |
| **UPP** | Means the Licensor for the following Halls; Blenheim, Byron, Gill Street North, Gill Street South, Hampden, Meridian Court, Norton Court, New Hall, Peverell, Sandby, Simpsons, and The Maltings. |
| **Visitors** | Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation. |
| **Warden** | Means a university member of staff or appointed person who is responsible for providing a gateway to university pastoral support, working closely with accommodation staff to ensure that students access university pastoral services, and to promote compliance with the relevant sections of the Student Code of Behaviour (SCOB). |
| In these terms and conditions "you" means the person signing this Agreement and "we" means the "Licensor" as set out in the Glossary (UPP Only: although please note that if the Hall is owned by an organisation other than the University (i.e. the Licensor in the Agreement Summary and Glossary is UPP and not the University), we have granted authority to the University to act on our behalf in the conduct and enforcement of this Agreement). The expressions "your" "our" and "us" should be read accordingly. | |