

ACCOMMODATION AGREEMENT – SHARED FACILITIES

THIS CONTRACT creates legally binding obligations between Falmouth Exeter Plus and you the Student so please read it, and the Handbook which form part of this Contract, and make sure you understand all the terms and conditions before you proceed. You must also read Falmouth Exeter Plus' regulations applicable to Halls. These are all available to view online here: <http://www.fxplus.ac.uk/live>

This Contract is governed by English law which international students may find is quite different to the law which applies in their own country. Take advice before proceeding if you feel you need it.

<i>Accommodation</i>	A bedroom (Falmouth Exeter Plus' offer of Accommodation has confirmation of standard and type of room) at the Residence to be allocated on or before the student's arrival at University.
<i>Handbook</i>	The (online and/or hard copy) information handbook applicable to the Residence and contractual information available online at http://www.fxplus.ac.uk/live
<i>Website</i>	The accommodation website available at www.fxplus.ac.uk/accommodation
<i>Halls of Residence (Halls)</i>	The Residence named in Falmouth Exeter Plus' offer of Accommodation of which the Accommodation forms part
<i>Common Parts</i>	Any shared kitchen, bathroom, common or other room or area allocated to the Accommodation and those parts of Falmouth Exeter Plus' property which are necessary for the purpose of gaining access to the Accommodation and the bin areas and areas provided for parking bicycles
<i>Contents</i>	Falmouth Exeter Plus' fixtures, fittings and equipment in the Accommodation and the Halls of Residence
<i>Inventory</i>	The inventory agreed with the Student upon the Student taking up occupation of the Accommodation
<i>Deposit</i>	£ 300.00
<i>Payment Date(s)</i>	The dates specified in Falmouth Exeter Plus' offer of Accommodation
<i>Periods of Residence</i>	The Period of Residence specified in Falmouth Exeter Plus' offer of Accommodation
<i>Accommodation Fees</i>	The amount specified in Falmouth Exeter Plus' offer of Accommodation payable in instalments shown in Falmouth Exeter Plus' offer of Accommodation in advance on or before the Payment Dates (and this sum includes the price of the Services, please refer to your handbook). If allocated to a shared room these amounts will apply for the duration the room is shared – see clause 3.15
<i>Services</i>	(a) repair of the Residence (b) lighting and heating of the Residence (c) supply of hot and cold running water to the Residence (d) electricity and gas supply to the Residence (e) insurance of the Residence (f) insurance of Student's possessions as described in the Handbook (g) cleaning of the Residence as described in the Handbook
<i>Student</i>	The student named in Falmouth Exeter Plus' offer of Accommodation, whose home address shall be stated in the Student's application
<i>Guarantors</i>	The student must nominate at least 1 guarantor who must input their contact details to the student's Room Service account. The guarantor agrees to meet any outstanding costs that exceed the set deposit. Relations and married partners will be accepted as guarantors.

Third Party Provider Shall mean the third party managing the Residence (if applicable)

Falmouth Exeter Plus is a company jointly owned by Falmouth University and the University of Exeter. The company is an exempt charitable company limited by guarantee. Registered in England and Wales No 5103240.
Falmouth Exeter Plus, Penryn Campus, Treliever Road, Penryn, TR10 9FE
accommodation@fxplus.ac.uk

Falmouth Exeter Plus' Accommodation offer the offer made by Falmouth Exeter Plus to the Student to allow the Student to occupy to occupy the Accommodation for the Period of Residence

The University agrees to allow the Student:-

- (a) to occupy the Accommodation
- (b) to use the Contents
- (c) to use the Common Parts during the Periods of Residence on the conditions set out in this Contract.

1.0 Student's Obligations

The Student agrees as follows

- 1.1 To pay the Accommodation Fees to Falmouth Exeter Plus (or to whom it may direct) in advance on or before the Payment Dates without deduction
- 1.2 To pay the Deposit to Falmouth Exeter Plus if it has not been paid prior to the date of this contract
- 1.3 To pay the late fee charge set out in Falmouth Exeter Plus' Accommodation Fee's regulations http://www.fxplus.ac.uk/sites/default/files/documents/accommodation_fees_payment_deadlines_and_debt_recovery_procedures_for_2015-2016_0.pdf for any payment which is not made by the dates specified in those regulations.
- 1.4 To keep the Accommodation and its Contents and (jointly with other students) the Common Parts and their Contents in a clean and tidy condition and not to damage them and not to make dirty or untidy or damage any other part of the Residence. Responsibility for cleaning is set out in the Handbook. Falmouth Exeter Plus or Third Party Provider may give the Student written warning if the Accommodation and/or the Common Parts and/or the Contents need to be cleaner or tidier. If there is no improvement on the date of the follow-up visit specified in the warning Falmouth Exeter Plus or the Third Party Provider shall be entitled to hire cleaners to do the work and recover the properly and reasonably incurred costs of doing so from the Student in the case of the Accommodation and its Contents and from all occupiers allowed to use them in the case of the relevant Common Parts and their Contents
- 1.5 To leave the Accommodation and the flat/living area in which it is situated (in a clean and tidy condition and cleared of all the Student's belongings) and return all keys and access cards at the end of each Period of Residence or earlier termination of this Contract
- 1.6 To allow Falmouth Exeter Plus or the Third Party Provider at reasonable times after giving at least 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, cleaning or repair (no notice being necessary in an emergency, for repairs reported by the Student or for routine cleaning on designated days). Without limitation to the foregoing to allow Falmouth Exeter Plus or the Third Party Provider to enter the Accommodation pursuant to Clauses 2.3 and 4.7. Notice may not always be given for access to the Common Parts only
- 1.7 To comply with legislation so as to avoid the Student's actions or negligence having an adverse effect on Falmouth Exeter Plus or the Third Party Provider or the owners or occupiers of nearby property which shall for the avoidance of doubt include the following:-
It is essential that individuals should have the freedom to rest and work undisturbed and, therefore, reasonable quiet must be maintained at all times. Unreasonable levels of noise will not be tolerated at any time of the day. A particularly serious view will be taken on noise after 11.30 pm and before 7.30am. By way of an example, music which is audible outside the room in which the equipment is located will be considered to be an unreasonable noise level. If the Student causes a noise nuisance s/he may be subject to disciplinary action under the University's Regulations. If the Student causes a noise nuisance to a local resident, the Local Authority has very wide powers to take action including the service of a Warning Notice, Fixed Penalty Notice or an Abatement Notice and the equipment which is causing the noise nuisance may be impounded. The Student must not make any abusive phone calls under the Communications Act 2003. Nor supply or possess any illegal drugs and/or substances including controlled drugs listed under the Misuse of Drugs Act 1971 or Drugs Act 2005 nor possess any fire arms (including replicas, models, airguns, pellet guns and paintball guns, knives or weapons. The following are also prohibited and may result in the termination of this agreement:-

- (a) The use of any oil, paraffin, gas or electric heating other than that provided by Falmouth Exeter Plus. Any such items found will be removed and returned upon vacation of the Accommodation by the Student.
 - (b) The storage of oil, paraffin or spirit based fuels and other flammable liquids and gases. Any such items found will be removed and returned to the Student upon vacation of the Accommodation.
 - (c) The use of candles, oil burners, incense sticks, chip pans, any form of deep fat frying, sun beds, fireworks in or around the Falmouth Exeter Plus owned, managed or approved accommodation.
- 1.8 To comply with Falmouth Exeter Plus' (or Third Party Provider's) policies rules and regulations available online at www.fxplus.ac.uk/live and to comply with the reasonable requests and directions of Falmouth Exeter Plus' accommodation staff, which includes an obligation to produce the Student's ID card to a member of Falmouth Exeter Plus' (or Third Party Provider's) staff on request
- 1.9 To report promptly to Falmouth Exeter Plus or the Third Party Provider as directed in the Handbook any damage or want of repair or failure of the Services within 24 hours of becoming aware of it
- 1.10 To pay within 7 days of demand to Falmouth Exeter Plus all costs reasonably and properly incurred by Falmouth Exeter Plus in enforcing the Student's obligations or arising from a breach of them including any sums payable to the Third Party Provider as a result thereof and including Falmouth Exeter Plus' management and administrative costs and professional fees
- 1.11 To notify Falmouth Exeter Plus or Third Party Provider in advance if the Accommodation is likely to be un-occupied for more than 7 days
- 1.12 Where damage or loss occurs at the Residence and it is not possible for Falmouth Exeter Plus or Third Party Provider (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss (including a proportion of the £50 administration fee) as ascertained by Falmouth Exeter Plus or Third Party Provider as the case may be
- 1.13 Promptly to send to Falmouth Exeter Plus or Third Party Provider a copy of any communication the Student receives which is likely to affect the Accommodation or the Residence (such as a notice from the local authority or a neighbour)
- 1.14 Not to do anything which may cause damage to the electrical or gas installations or equipment in the Residence or which may be a fire risk or in any other way put the health and safety of others or Falmouth Exeter Plus' or other people's property at risk. **Causing or increasing fire, health and safety or security risks will be treated by Falmouth Exeter Plus as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under the University's Regulations.** The Student will remove from the Residence any item which Falmouth Exeter Plus reasonably considers to be unsafe. Where electrical items are concerned, Falmouth Exeter Plus may, in suitable cases, give the Student the option of keeping an item if it is tested and certified safe by Falmouth Exeter Plus' staff, but Falmouth Exeter Plus will charge the Student for the test in such cases (see Handbook for fees payable). A list of permitted electrical items is given in the Regulations Applicable to Falmouth Exeter Plus' Residences supplied to the Student and available from <http://www.fxplus.ac.uk/live>
- 1.15 Not to put anything harmful or which is likely to cause blockage in any pipes or drains
- 1.16 Not to remove any item from, affix any item to, change, damage or attempt to repair the structure or decorative finish of the Accommodation the Common Parts the Residence or the Contents
- 1.17 Not to bring additional furniture (including cookers fridges and freezers) into the Residence or Accommodation
- 1.18 Not to use the Accommodation for business or any purpose other than a study bedroom and not to use any other part of the Residence for any purpose other than its designated use
- 1.19 Not to share the Accommodation or sub-let it or transfer occupancy to any person.
Unauthorised occupation of the Accommodation will be treated by Falmouth Exeter Plus as a serious breach of this Contract, which could give rise to its early termination under clause 4 and/or disciplinary action under the University's Regulations
- 1.20 Not to cause nuisance, distress, disruption, offence or persistent disturbance to others.
Noise nuisance between the hours of 11.30 pm and 7.30 am will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under the University's Regulations. At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of neighbouring property
- 1.21 Not to bring any animal into the Residence unless it is an aid for a disabled person. The Student is requested to notify Falmouth Exeter Plus in advance if an assistance animal is needed at the Residence, as adjustments may need to be made to accommodate it (eg away from students who may be allergic to it). Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes; guidance will be given in each case.

- 1.22 Not to keep any vehicle or vehicle parts in any part of the Residence other than (i) bicycles in the designated cycle bays (available on a first come-first served basis); or (ii) mobility assistance vehicles for people with disabilities in the parking spaces designated for them; or (iii) with a valid parking permit – this applies to blue badge holders only. Not to ride or drive or keep any vehicle inside the Residence unless it is a mobility assistance vehicle suitable for such use. Users of mobility assistance vehicles are requested to contact Falmouth Exeter Plus in advance as Falmouth Exeter Plus may need to make reasonable adjustments to accommodate the vehicle (without imposing any obligation or liability on Falmouth Exeter Plus if the vehicle cannot reasonably be accommodated). Details of car parking arrangements are given in the Handbook
- 1.23 Not to cause any obstruction of the Common Parts. **Obstruction of fire escape routes will be treated as a serious breach of these terms and conditions and may lead to early termination of this Contract under clause 4 and/or disciplinary action under the University's Regulations**
- 1.24 Not to have more than four visitors/guests in the Accommodation at any time.
- 1.25 To pay the Council Tax for the Accommodation if at any time the Student is not exempt and to reimburse Falmouth Exeter Plus (within 7 days of demand) for any Council Tax it has to pay for the Residence as a result of the Student failing to maintain his/her exemption
- 1.26 To report to Falmouth Exeter Plus (or Third Party Provider) promptly any fire or accident resulting in injury or damage to any part of the Residence or to the Contents. To report to Falmouth Exeter Plus (or Third Party Provider) promptly any suspicious circumstances likely to affect the security of any part of the Residence. Where the Student becomes aware of damage to the Residence caused by an intruder, to report the incident to a member of Falmouth Exeter Plus' staff (or Third Party Provider's Security Personnel) as soon as reasonably practicable (and in any event within 24 hours)
- 1.27 To check the Accommodation and report any discrepancy in the Inventory to Falmouth Exeter Plus within 48 hours of taking occupation. If the Student does not report any damage, or missing items, at the start of occupancy the Student may not be able to rely on the Inventory at a later date to prove that the damage was not the Student's fault.
- 1.28 Not at any time to leave the Accommodation unoccupied without locking the doors and windows. Not to leave the entrance door to the flat/living area open or unlocked at any time. Not to leave the Residence main entrance open or unlocked or to allow anyone to enter who is not a resident, or a representative of Falmouth Exeter Plus (or Third Party Provider) carrying identification, or accompanied by a resident or representative. Nothing in this clause requires the Student to put themselves at any risk if anyone attempts to force entry. In such circumstances, the Student should not resist but should report the incident at the earliest possible opportunity to Falmouth Exeter Plus.

2.0 Falmouth Exeter Plus' Obligations

Falmouth Exeter Plus agrees as follows:

- 2.1 To use all reasonable endeavours (save in respect of any interruptions caused beyond the reasonable control of Falmouth Exeter Plus) to provide or procure the provision of the Services as stated
- 2.2 To return the Deposit to the Student (after making any proper deductions, including any bank fees for direct transfer) within 28 days of the end of the contract period
- 2.3 Except in an emergency, or for repairs reported by the Student or for routine cleaning on the designated days to give the Student or procure that the Student is given at least 24 hours' notice before entering the Accommodation and 7 days' notice in the case of planned maintenance works
- 2.4 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary
- 2.5 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this Contract or where there is a serious risk of harm to the Student, to others, or to the University's or other people's property
- 2.6 The Student understands that they will be required to read through the on-line Student Accommodation Induction 2016/17 which will be sent via Room Service before moving in. The Student also confirms that s/he has been provided with and read the information concerning the matters detailed in subparagraphs (a) to (k) below in the Handbook and website. By way of further confirmation of the aforesaid information and induction before the end of the first week of the Period of Residence Falmouth Exeter Plus will provide the Student with information and advice on:
- (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
- (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the Residence and why cooking in any area other than the kitchen within the Accommodation is a safety risk and in breach of this Contract; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action and/or criminal proceedings for mis-use of fire precautions equipment;
- (c) how to get access to the Accommodation in the event of the Student losing their keys;

- (d) cleaning schedules and students' responsibilities for cleaning;
 - (e) the respective roles and responsibilities of Falmouth Exeter Plus and its resident students;
 - (f) health, welfare, and guidance on communal living;
 - (g) where to get advice on financial difficulties;
 - (h) where to get counselling;
 - (i) how to register with a local health service;
 - (j) the management structure for the Residence and contact details of the key members of staff with out-of-hours emergency contact details;
 - (k) any special arrangements made to help with any disability the Student may have disclosed to the Institution/ Falmouth Exeter Plus
- 2.7 To give a receipt for any of the Student's property which is confiscated under the terms of this Contract.
 - 2.8 To ensure security staff are clearly identified, and that any staff or Contractors requiring access to the Accommodation or Common Parts within a flat carry, and allow the Student to inspect, appropriate identification documents
 - 2.9 To maintain or procure the maintenance of any kitchen facilities in the Common Parts serving the Accommodation in good order and repair, and keep any equipment there in proper working order (as long as Falmouth Exeter Plus had notice of the problem, or ought reasonably to have been aware of it)
 - 2.10 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence (many of these instructions will be posted in the relevant part of the Residence)

3.0 Other Conditions

- 3.1 The Student is responsible for the conduct of any visitor(s)/guest(s) s/he invites to the Residence
- 3.2 The Student hereby authorises Falmouth Exeter Plus to use his/her personal data for all lawful purposes in connection with this Contract (including debt recovery, crime prevention, allocating rooms, measuring satisfaction, ensuring an appropriate student mix in the Residence or where there is a serious risk of harm to the Student or to others or to Falmouth Exeter Plus' or other people's property) and Falmouth Exeter Plus is authorised (if it reasonably deems it appropriate) to pass such personal data to the Third Party Provider (and for avoidance of doubt the term "personal data" shall include but not be limited to names, addresses, email details, gender, age, course details and telephone numbers)
- 3.3 Falmouth Exeter Plus' or Third Party Provider liability for loss injury or damage to any person or property is excluded unless the loss or damage is caused by Falmouth Exeter Plus' or Third Party Provider's negligence or breach of their respective obligations in this Contract or the negligence of their respective authorised employees or agents. (Insurance provider is not Falmouth Exeter Plus' agent). Personal belongings left at the Residence are at the Student's own risk. Although the Student's personal belongings (up to the maximum value stipulated in the policy) are insured under the Block Halls Insurance Policy, that insurance is subject to the conditions, exclusions, limitations and excesses of the policy and it is the Student's responsibility to check that the cover provided is adequate for their needs. "Top-up" insurance cover is available direct from the insurer, and details of how to arrange this, and where to inspect the terms of the policy, are set out in the Handbook and on the website
- 3.4 Falmouth Exeter Plus or Third Party Provider is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where Falmouth Exeter Plus or Third Party Provider has an overriding statutory obligation to make the Residence safe
- 3.5 Falmouth Exeter Plus or Third Party Provider may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition and unobstructed by the students using them but will not withdraw essential services such as electricity and water supply
- 3.6 This Contract does not affect Falmouth Exeter Plus' disciplinary powers. A breach of the Student's obligations in this Contract shall be treated as a breach of the Institution's Regulations; <http://www.falmouth.ac.uk/studentregulations> <http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/genregs/> which are binding on all students from the point of registration and the Regulations Applicable to Falmouth Exeter Plus Residences, which are binding on all students resident in Falmouth Exeter Plus accommodation
- 3.7 Falmouth Exeter Plus or Third Party Provider is entitled, at the Student's expense, to remove from the Accommodation or other parts of the Residence any article which constitutes an obstruction or a fire or health or safety risk, or which is on display and likely to give serious offence to other people, but (unless perishable) will if requested return it to the Student on the termination of this Contract. Falmouth Exeter Plus or Third Party Provider is entitled to remove any item left in the Residence by the Student at the end of each Period of Residence and shall not be obliged to return it to the Student unless it is reclaimed within 21 days. Falmouth Exeter Plus will take reasonable steps to inform the Student where valuable items are concerned.

- 3.8 This Contract is a Letting to a Student as defined in paragraph 8 of Schedule 1 to the Housing Act 1988
- 3.9 Notices under this Contract must be in writing through the Request to Vacate procedure (unless the Student has a disability which prevents them from giving written notice in which case notice may be given verbally to the Accommodation Office Manager) and Falmouth Exeter Plus' address for service (including service by email) is given at the beginning of this Contract. Falmouth Exeter Plus may serve notice on the Student by leaving it at the Accommodation (unless Falmouth Exeter Plus is aware that the Student has ceased to occupy the Accommodation) or by first class post to the Student's last-known address or by email to the Student's last-known email address
- 3.10 This Contract is not intended to confer any benefit to anyone who is not party to it
- 3.11 This Contract contains all the terms agreed to by Falmouth Exeter Plus and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the Head of Accommodation Services or other nominated Falmouth Exeter Plus representative. Falmouth Exeter Plus will confirm any agreed variation to the Student in writing at the time the variation is made
- 3.12 Falmouth Exeter Plus may use the Deposit in settlement or part-settlement of any breach by the Student of the Student's obligations in this Contract, including arrears of the Accommodation Fees or any other payment due hereunder and payment for any loss or damage caused to the Accommodation, Residence, Common Parts or the Contents and the Student shall make up any shortfall in the full amount of the Deposit thereby arising on demand
- 3.13 If for any reason beyond Falmouth Exeter Plus' control the Accommodation is not ready for occupation at the start of the Period of Residence (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it) Falmouth Exeter Plus will offer the Student comparable alternative accommodation and the Student will accept it (provided it is comparable or better). The Student shall be entitled to terminate this Contract if the Accommodation is still not ready for occupation after the first 4 weeks of the Period of Residence, as an alternative to accepting the substituted room. Where the alternative accommodation is in the same Residence as the Accommodation, and of the same or better type, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what Falmouth Exeter Plus agreed to provide.

Clause 3.14 and 3.15 below are applicable to students allocated to shared accommodation only:

- 3.14 *The student is jointly liable with the Falmouth Exeter Plus -allocated sharing student for all the Student's obligations in this contract, other than the payment of Accommodation Fees*
- 3.15 *If the other Falmouth Exeter Plus-allocated sharing student leaves the Accommodation Falmouth Exeter Plus may:*
- (a) replace them at any time with another student*
 - (b) change the Accommodation Fees to the full single-room rate as set out in the offer for any period of sole occupancy*
 - (c) relocate the student in accordance with clause 4.7*

4.0 Termination of this Contract

- 4.1 Late arrival:
- (a) Unless the Student has made prior arrangements with Falmouth Exeter Plus for late arrival this Contract will automatically terminate if the Student has not taken up residence by the end of the first day of the Period of Residence and the Deposit will not be refunded
 - (b) If the Student has made arrangements with Falmouth Exeter Plus for late arrival but has not taken up residence (or made further arrangements with Falmouth Exeter Plus) by the agreed late arrival date, this Contract will automatically terminate on the agreed late arrival date and the Deposit will not be refunded
- 4.2 Falmouth Exeter Plus may terminate this Contract at any time by serving reasonable notice on the Student if
- (a) the Accommodation Fees or any other payment is overdue by 21 days or more or
 - (b) the Student is in serious or persistent breach of any of the Student's obligations hereunder or
 - (c) the Student does not have status as a registered student of the Institution or
 - (d) in the reasonable opinion of Falmouth Exeter Plus the health or behaviour of the Student constitutes a serious risk to him/herself or others or Falmouth Exeter Plus' or others' property and (except where the reason is related to the Student's health) the University shall be entitled to charge the Student £110 towards the costs of administration and cleaning the Accommodation PROVIDED THAT if the

Student does not leave the premises, Falmouth Exeter Plus must get an order for possession from the Court before the Student can lawfully be evicted. Falmouth Exeter Plus cannot apply for an order before the Notice to Quit or the Notice to Determine this Agreement has run out. (If you do not know if you have any right to remain in possession after a Notice to Quit or a Notice to Determine runs out you can obtain advice from a solicitor. Help with all or part of the costs of legal advice and assistance may be available from the fxu (Falmouth and Exeter Students Union) or under the Legal Aid Scheme. You should also be able to obtain information from a Citizens Advice Bureau, a Housing Aid Centre or a Rent Officer).

- 4.3 The Student may only terminate this Contract in accordance with this clause and the early termination procedure (Request to Vacate) set out in the Handbook and the Student will remain liable for the Accommodation Fees and his/her other obligations hereunder until
- (a) The Student has given notice to Falmouth Exeter Plus that s/he wishes to leave (for service of notice see clause 3.9) through the Request to Vacate procedure detailed in the Handbook; **and**
 - (b) The Student makes payment for, or puts right, to Falmouth Exeter Plus' reasonable satisfaction any breach of the Student's obligations in this Contract; **and**
 - (c) A replacement student who is reasonably satisfactory to Falmouth Exeter Plus as a tenant and who is not already a tenant of Falmouth Exeter Plus enters into a Contract with Falmouth Exeter Plus (Falmouth Exeter Plus will assist the Student in finding a replacement, but does not guarantee it will be able to find one); **and**
 - (d) The Student pays a fee of £110 towards the costs of administration and cleaning the Accommodation
- Conditions (b) to (d) shall not apply if the Student is able to show that the only reason for termination is a serious or persistent breach of Falmouth Exeter Plus' obligations in this Contract, or because the Student is prevented from continuing his/her studies because of a disability
- 4.4 The Student may apply to transfer to another room in the Residence or at another Falmouth Exeter Plus residence but the Student must first:
- (a) apply to Falmouth Exeter Plus for a transfer;
 - (b) if a transfer is granted, enter into a new contract for the new accommodation where relevant; and
 - (c) pay to Falmouth Exeter Plus a £40 administration fee;
 - (d) have complied with their obligations in this Contract in all important respects.
- 4.5 Falmouth Exeter Plus will make vacated rooms available to other students for room transfers, but an existing occupier who transfers to a vacated room will not be treated as a replacement occupier for the purpose of releasing the Student from their obligation to pay the Accommodation Fees. Refunds of Accommodation Fees will only be given where the void in the Residence caused by the Student's early departure has been filled by a new (as opposed to a transferring) occupier and there is no loss to Falmouth Exeter Plus. Falmouth Exeter Plus shall be entitled to fill any rooms which are already vacant from its waiting list before allocating people on its waiting list to the Accommodation in order to release the Student early from this Contract
- 4.6
- (a) If this Contract is terminated by Falmouth Exeter Plus for one of the reasons stated in clause 4.2 the Student will only be entitled to a refund of pre-paid Accommodation Fees for the period during which Falmouth Exeter Plus is able to re-let the Accommodation and Accommodation Fees will continue to be payable by the Student until it is re-let
 - (b) If this Contract is terminated by Falmouth Exeter Plus for its own purposes, the Student will be entitled to a full refund of pre-paid Accommodation Fees for the unexpired proportion of the Period of Residence and the proper and reasonable additional costs of finding, relocating to and renting comparable alternative accommodation for the remainder of the Period of Residence
 - (c) If this Contract is terminated by the Student because Falmouth Exeter Plus is in serious or persistent breach of its obligations the Student will be entitled to claim a full refund of the pre-paid Residences Charge, for the unexpired proportion of the Period of Residence and the proper and reasonable additional costs of finding, relocating to and renting comparable alternative accommodation for the remainder of the Period of Residence (subject to proving Falmouth Exeter Plus' breaches)
 - (d) If this Contract is terminated by the Student and Falmouth Exeter Plus is not in serious or persistent breach of its obligations, the Student will only be entitled to a refund of the pre-paid Accommodation Fees if the pre-payment relates to a period during which Falmouth Exeter Plus is able to re-let the Accommodation, and Accommodation Fees will continue to be payable until it is re-let
 - (e) Where this Contract is terminated early because the Student is prevented from continuing their studies due to a disability, the Student will be entitled to a refund of the pre-paid Accommodation Fees for the unexpired proportion of the Period of Residence to which the pre-payment relates. Release from the contract in these circumstances will be confirmed in conjunction with the Accessibility Manager.
- 4.7
- (a) Falmouth Exeter Plus reserves the right to temporarily relocate the Student upon at least 7 days notice (or without notice in the case of an emergency) where Falmouth Exeter Plus (acting reasonably) requires access to the Accommodation for such period as it deems reasonable in the circumstances in

order to carry out any works of repair or maintenance and such works cannot reasonably or cost effectively be carried out with the Student remaining in occupation.

The Student agrees to move back into the Accommodation upon Falmouth Exeter Plus giving notice that the said works have been completed.

(b) Falmouth Exeter Plus reserves the right to relocate the Student for reasons other than those envisaged by Clause 4.7 (a) above to comparable alternative Falmouth Exeter Plus accommodation upon serving at least 7 days written notice to that effect PROVIDED THAT in these circumstances unless the reason for this relocation is because the Student is in breach of one or more of their obligations in this Contract the Student will have the right to terminate this Contract with immediate effect and shall only be liable to pay the Accommodation Fees up to the date of such termination as an alternative to relocating.

(c) Where Falmouth Exeter Plus relocates the Student because the Student is in breach of one or more of their obligations in this Contract or where the relocation is made at the Student's request the Student shall pay to Falmouth Exeter Plus an administration and cleaning charge of £110

4.8 Falmouth Exeter Plus' acceptance of the keys at any time shall not in itself be effective to terminate this Contract while any part of the Period of Residence remains unexpired

The deposit must be paid and the details of at least one guarantor be made available before Falmouth Exeter Plus will confirm *THIS CONTRACT*.

Once you have processed your offer to the ACCEPTED state, these details become a *LEGALLY BINDING CONTRACT* under English Law.

This contract ends on the last day of the Period of Residence unless it is terminated earlier in accordance with Clause 4.