

## CAFRE Student Accommodation

### Terms and Conditions of Licence Agreement – 2022-2023

#### **1. Preliminary:**

- This Licence Agreement contains legally binding obligations between CAFRE and the student.
- The accommodation is owned and managed by CAFRE.
- The terms and conditions should be read carefully and if the student requires advice on the meaning of the terms and conditions, this may be obtained from a Citizens Advice Bureau or Housing Advice NI.
- The Licence Agreement does not create a tenancy of the Premises as licensee the student will not have any legal interest in the property.
- The student should pay particular attention to those terms and conditions which relate to payment of fees and conduct and to the consequences of failure to comply with those terms and conditions.
- CAFRE will not accept liability for any loss and damage caused to the student's personal belongings in the Premises during the Period of Residence. CAFRE will not insure such items and the student is responsible for ensuring that adequate insurance cover is arranged for personal belongings.

#### **2. Definitions:**

- “Common Parts”: means any shared facilities such as external grounds, entrance lobby, stairs, landings, lifts, hallways, shared bathrooms and kitchens, study rooms and laundry areas.
- “Contents”: means the fixtures, fittings, furniture and equipment in the Premises, listed in the Schedule, and those provided for general use in the Common Parts.
- “The Premises”: means the accommodation provided for use by the student under the Licence Agreement.
- “Period of Residence”: means the Term Time periods, excluding holiday periods between the commencement and expiry dates of the Licence Agreement as specified in Clause 3.5. Where accommodation is in Halls of Residence the period of residence is from 7.00 PM on Sunday night to 4.00 PM on Friday afternoon.
- “Licence Fee”: means the amount payable by the student to CAFRE under the Licence Agreement.

- “College Regulations”: means the regulations and guidelines as set out on the CAFRE student virtual learning environment (MOODLE) relating to general behaviour, motor vehicles and use of IT.
- “The Academic Calendar”: means the timetabled period for the delivery of the course, or part of the course, you have enrolled on. It will normally be a period between September and June of the following year and reflect the commencement and expiry dates of the agreement.
- “CAFRE Accommodation Charges and Payments”, refers to the document that sets out the types of CAFRE accommodation that are available, the different charges and meal arrangements.
- “Academic Year”: means the period as specified on the Academic Calendar.
- “Semester”: means half or part of an Academic Year

### 3. Fees:

- 3.1 The licence fee is the weekly rent as set out in the CAFRE Accommodation Charges and Payments document and calculated by the number of weeks in the relevant Academic Calendar (normally 30 weeks).
- 3.2 Where students are required to attend an additional full week for induction prior to week one of the academic calendar, an additional fee may be charged for this extra week.
- 3.3 The student will be invoiced for the total amount of the Licence Fee owing in respect of each semester. The amount outlined in the official accommodation invoice will constitute the licence fee for the period.
- 3.4 Failure to comply with Clause 3.3 may result in early termination of the Licence Agreement.
- 3.5 The Licence Fee is payable for the entire Period of Residence. This is from the Sunday night of week one until the Thursday night of the final week of the licensee’s course as outlined in the academic calendar, unless otherwise specified
  - **Accommodation in Halls of Residence** is available for 5 nights a week (Sunday – Thursday). The college may use the rooms during weekends which will require personal belongings to be removed advanced notice to students will be given should the need arise.
  - **Accommodation in Self-Catered Units** is available for 7 nights a week. Holiday periods as outline in the academic calendar are not included in the period of residence and the college may use the rooms for commercial business.
- 3.6 An Accommodation Deposit of **£100** is payable from the first day of the Period of Residence. Subject to compliance with the terms and conditions of the Licence Agreement, the deposit will be refunded to the student on the expiry of the Period of Residence. The deposit may be withheld in the circumstances to which Clause 6.4 applies. **CAFRE may not return all or part of the deposit in circumstances where other debts are owed to CAFRE by the student. Whilst the accommodation deposit is set at £100 students are advised that should the**

**cost of repair of damage exceed the deposit amount, then the full cost for the repair of damage will be sought by the College.**

3.7 The services included in the Licence Fee for accommodation in **Halls of Residence** are:

- Electricity supply
- Water supply
- Provision of furniture and furnishings
- Cleaning of bedroom and Common Parts
- Self-service Laundry facilities
- Use of TV room/games room/Wi-Fi
- Use of corridor kitchens and kitchen equipment.

The services included in the Licence Fee for **Self-Catered** accommodation are:

- Electricity supply
- Water supply
- Provision of furniture and furnishings
- Cleaning of common parts but not bedrooms
- Self -service laundry facilities
- TV room/kitchen/Wi-Fi

#### **4. Meals Service**

4.1 All students can pay for meals in the Campus Restaurant using their CAFRE Student ID card as an electronic cater card.

4.2 All students who intend taking up accommodation in College **Halls of Residence** **must first** purchase the minimum cater credit for the duration of the semester (as set out in the CAFRE Accommodation Charges and Payments document). The Student Services Manager will only allocate a Halls room if the minimum cater credit has been added to the cater card. **There is no exception to this requirement.**

4.3 All students who intend taking up **Self-Catered** accommodation can use cash to purchase meals in the College restaurants.

#### **5. Responsibilities – CAFRE:**

5.1 CAFRE will endeavour to provide the facilities and services specified in the Licence Agreement, other than in circumstances beyond CAFRE's control.

5.2 CAFRE will maintain to a reasonable standard and carry out repairs as necessary to the Premises, fixtures and fittings and room contents (as set out in the Schedule). This obligation is subject to the student's responsibility to pay or contribute towards the **full** cost in circumstances where the student or a guest/visitor of the student was responsible for any loss or damage.

5.3 CAFRE will provide a cleaning service to the Premises and to the Common Parts of the student accommodation. Only bedrooms in Halls of Residence will have a cleaning service.

## **6. Rights – CAFRE:**

- 6.1 CAFRE staff have a right of access to the Premises on reasonable notice to inspect, maintain, repair or clean the Premises and/or contents.
- 6.2 CAFRE staff have a right of access to the Premises without notice in cases of emergency or where it is believed that there is or has been:
  - a serious breach of College Regulations; or,
  - a breach of the terms set out in Clause 7 or,
  - where it is suspected that a criminal offence may be taking or has taken place.
- 6.3 CAFRE reserves the right to transfer the student to alternative premises during the Period of Residence for any operational or disciplinary reason.
- 6.4 CAFRE reserves the right to withhold all or part of the accommodation deposit in circumstances where an unidentified third party has caused loss of and/or damage or debit uncured during residency to CAFRE property located in Common Parts to which the student has access.
- 6.5 CAFRE reserves the right to vary the services provided under this Agreement at CAFRE's sole discretion.
- 6.6 CAFRE may without further authorisation from the student send copies of any letter or any other written communication from CAFRE to the student's parents or guardians (applicable to students under 18 years of age).

## **7. Responsibilities – Student:**

- 7.1 The student must use the Premises for residential purposes only and not for any business purposes.
- 7.2 The student must not part with possession of the Premises nor sublet them.
- 7.3 The student must pay the Licence Fee and deposit in accordance with Clause 3 failing which CAFRE reserves the right to terminate this Licence Agreement.
- 7.4 The student is not permitted to have guests visiting/staying after 11.00 pm or overnight in the Premises without the prior written consent of the Student Services Manager
- 7.5 The student is not permitted to keep nor have animals on the Premises or in the Common Parts, except in circumstances where a disability necessitates it, e.g. a guide dog.
- 7.6 The student must not allow loss of or damage, save for normal wear and tear, to CAFRE property, including keys, fixtures and fittings. In the event of any such loss or damage, the student will forfeit all or part of the accommodation deposit paid and CAFRE will levy a charge in respect of any excess cost incurred. This will include the cost of additional cleaning beyond that provided in the services. The student shall indemnify CAFRE in respect of any loss sustained by CAFRE in respect of such damage to CAFRE property.

- 7.7 The student must maintain the Premises and Common Parts in a clean and tidy manner. If this has not been done to the satisfaction of the Student Services Manager CAFRE will levy a cleaning charge on the student.
- 7.8 At the end of the Period of Residence, the student must remove all personal belongings from the Premises, failing which CAFRE will dispose of them and a charge may be levied in respect of any disposal costs incurred.
- 7.9 The student must report to CAFRE any loss of or damage to the contents of the Premises or Common Parts as soon as possible.
- 7.10 The student must return keys/cards at the end of the term, failing which a charge will be deducted from the accommodation deposit.
- 7.11 The student must cooperate with all reasonable requests by CAFRE staff particularly in relation to matters of:
- health and safety,
  - fire safety,
  - security,
  - requests for access to the Premises (under Clause 6),
  - Compliance with the requirements of Clause 7.
- 7.12 The student must not engage in harassment or bullying of other students, CAFRE staff or visitors to the premises or Common Parts. The student must not engage in any form of anti-social behaviour. The student will be held responsible for any such behaviour by a guest of the student.
- 7.13 The following activities are strictly prohibited in the Premises and Common Parts:
- Cooking (including use of kettles and microwaves - with the exception of in the Corridor Kitchens where these are provided).
  - Use of unapproved double adaptors (approved double adaptors will be provided on request where there are insufficient plug sockets available).
  - Use of candles & incense.
  - Use of unapproved room heaters (prior approval may be obtained from the Student Services Manager).
  - Smoking, including vaping (other than in designated external areas).
  - Possession and/or use of non-prescription drugs.
  - Possession of firearms (including replicas, models, airguns, pellet guns and paint ball guns) knives or offensive weapons.
  - Playing music/making noise at a level determined by CAFRE staff to be excessive especially between the hours of 11.00 pm and 8.00 am.
  - Using offensive language, including sectarian or racist language.
  - Displaying materials, including flags and posters which in the opinion of the Student Services Manager are likely to cause offence.
  - Installation of aerial / satellite dish.
  - Damage to other residents' rooms or property.
  - Damaging or otherwise tampering with CAFRE installations, including safety equipment.
  - The maintenance or storage of bicycles or motorcycles in corridors, study bedrooms, kitchens, bathrooms, landings or stairwells

- In respect of **Halls of Residence** possession or consumption of alcohol is not permitted (other than in the student bar and for Loughry students over the age of 18 in their own bedroom).

7.14 The student must demonstrate good manners, respect for staff, respect for other students and respect for the Premises at all times.

Besides the above restrictions the general College Regulations apply to all students. Students will also be held responsible for any such acts by a guest of the student.

## 8. Rights – Student:

Subject to compliance with these terms and conditions, the student has a right to quiet enjoyment of the Premises.

## 9. Termination:

9.1 The Licence Agreement will terminate with immediate effect in circumstances where the student is in breach of the following Clauses:

- 7.1: use of premises for purposes other than residence.
- 7.2: sub-letting/parting with possession.
- 7.12: anti-social behaviour including but not limited to vandalism, lack of respect for staff or lack of respect for premises.
- 7.13: prohibited activities/ serious breach of College Regulations

9.2 The Licence Agreement will terminate with immediate effect in circumstances where the student withdraws from or is otherwise excluded from a CAFRE campus or programme of study prior to the expiry of the term.

9.3 CAFRE reserves the right to terminate the Licence Agreement on reasonable notice (14 days) in circumstances where the student is in breach of any other Clause of the Licence Agreement.

9.4 When a student is temporarily suspended he/she will forfeit all rights under the licence agreement for the period of suspension and **will have no entitlement to a refund of Licence Fee in respect of this period.**

9.5 When a student is permanently suspended he/she will forfeit the equivalent of two weeks Licence Fee.

9.6 CAFRE reserves the right to terminate the Licence Agreement without notice in any emergency situation which requires the campus to be cleared of students

9.7 CAFRE reserves the right to terminate this agreement, with immediate effect/on reasonable notice (14 days), if the Licence fee or any other sums payable under clause 6 of this agreement have not been paid on demand.

9.8 The Licence Agreement will otherwise terminate on the expiry of the Period of Residence as set out in Clause 3.

- 9.9 The Licence Agreement will terminate in the event that CAFRE transfers the student to alternative premises, pursuant to Clause 9.3. In those circumstances, a new Licence Agreement will be issued to the student in respect of the alternative premises.
- 9.10 The student will only be able to terminate the Licence Agreement in exceptional circumstances before the expiry of the Period of Residence. Notice must be given by the student to the Student Services Manager in writing.
- 9.11 In all circumstances the minimum period considered for refund of Licence Fee shall be two weeks.
- 9.12 In the event of early termination of the Licence Agreement or on the expiry of the Period of Residence, if the student fails to move out of the Premises by the required date CAFRE may take possession proceedings against the student in the county court in order to recover possession of the Premises and any legal and other costs incurred by CAFRE as a result will be claimed against the student. Similarly CAFRE may take legal proceedings to recoup the cost of damage to the Premises and/or contents should the deposit be insufficient.