



**EASTON COLLEGE**

**THE RESIDENTIAL CONTRACT - APPRENTICESHIP**

**This is a legal document please ensure that you read it carefully and understand it before signing it.**

**1. DEFINITIONS AND INTERPRETATIONS**

Unless otherwise provided, the words and phrases in this Residential Contract shall have the following meanings:

**“Building”** means any Building used for on-site Residential Student accommodation.

**“Code of Conduct”** means the rules and regulations for Residential Students contained in Schedule 2 and annexed to this Contract, along with the College Student Accommodation Guide Book.

**“College”** means City College Norwich whose address for service is City College Norwich, Ipswich Road, Norwich, NR2 2LJ or its successors in title.

**“Communal Area”** means all designated Communal Areas of the Halls of Residence, to include but not limited to and where provided, kitchen areas, bathrooms, stairwells, entrance lobbies, hallways and common rooms.

**“Contents”** means any item listed within the College Room Inventory.

**“Contract”** means this Residential Contract.

**“Contract Fee”** means the sum(s) payable in consideration of accommodation on the dates set out in Schedule 1 of this Contract.

**“Contract Period”** means the dates booked and paid for by the Residential Student or Apprentice and agreed in advance with Residential Services.

**“Controlled Substance”** means any drug (i.e. illegal drug) subject to the Misuse of Drugs Act 1971 and which are split into different classifications whereby the use of such drug is illegal.

**“Deposit”** means the room damage deposit in addition to the Contract Fee as is required under the provisions of this Contract. The Deposit, where applicable, shall be paid on completion of the application and shall be used by the College as a room damage deposit.

**“Guardian”** means a person appointed as the Residential Student’s guardian pursuant to the Children Act 1989.

**“Halls of Residence”** means the College’s residential site at Easton College, Bawburgh Road, Norwich, Norfolk, NR9 5DX.

**“Legal High(s)”** means a substance with stimulant or mood-altering properties whose sale or use is not banned by current legislation regarding the misuse of drugs.

**“Nitrous Oxide”** means the substance otherwise known as laughing gas.

**“Parent”** means those individuals with parental responsibility, either by birth or appointed by law, for the Residential Student.

**“Personal Data”** has the same meaning as prescribed within the General Data Protection Regulation (EU) 2016/679 (EU GDPR).

**“Premises”** means the whole of the College’s grounds, including but not limited to, any Room, Halls of Residence or other College building.

**“Reasonable”** means as deemed by the Residential Services.

**“Residential Services”** means all the staff appointed by the College from time to time to manage the Residential Student accommodation, including the Head of Residential Provision and Student Services Operations Manager, Student Adviser, Activity and Welfare Leader, Residential Wardens and/or Assistant Principal Student Services.

**“Residential Student”** means the individual Residential Student or Apprentice occupying the Room of the College’s Halls of Residence and party to this Contract.

**“Room”** means a room within the Halls of Residence which shall include those fixtures, fittings, furniture and furnishings therein.

**“Schedule”** means any Schedule or Schedules attached and forming part of the terms and conditions of this Contract.

**“Services”** means the Reasonable provision during the term of this Contract: water and electricity subject to the terms and conditions of the relevant utility company; three meals per day during the Contract Period; weekly room clean; daily corridor cleaning and bin changes; free parking; use of the Common Room and clothes washing and drying facilities.

**“Sponsor”** means any individual, company, organisation or employer (whether registered in the UK or not) who will be paying the Residential Student’s accommodation and catering fees.

**“Vulnerable Adult”** means someone who is aged 18 or over, who is, or may be, in need of community services due to age, illness or a mental or physical disability or who is, or may be, unable to take care of himself/herself, or unable to protect himself/herself against significant harm or exploitation.

## **2. RIGHT OF USE**

2.1 The College gives the Residential Student the right to use and occupy non-exclusively a Room for the duration of the Contract Period, Sunday 17:30 hours to Friday 17.30 hours term time only in consideration for the Contract Fee. Should the Residential Student’s course complete in advance of the Contract Period, the Residential Student will leave their Room and the Halls of

Residence within 3 days of the end of the Course, in accordance with the termination and yielding up clauses of this Contract and will be reimbursed for any remaining Contract Fee from the date of departure to 30<sup>th</sup> June 2026

2.2 The Residential Student is not entitled to any assured, assured shorthold, or any other tenancy, nor to any statutory security of tenure upon determination of this Contract. The College retains control, possession and management of the Room, Halls or Residence and the Building and the Residential Student has no right to exclude the College from the Room, Halls of Residence and the Building.

2.3 The right to occupy is not intended to refer to a specific Room and the College reserves the right to allocate the Residential Student to another Room, which may not be in the same Halls of Residence as presently occupied by the Residential Student.

2.4 The Residential Student shall occupy a Room for the exclusive purposes of private study and as a bedroom and to avail the Residential Student of the Services during the Contract Period, pursuant to clause 2.1 above and agrees to vacate immediately on the expiry of this Contract, or the expiration of the Residential Student's course, as referred to in Clause 2.1 above, whichever is sooner. For the avoidance of doubt, the Room shall not be used for trading purposes or for running a business and the Residential Student shall not be using any of the College's addresses as an official registered address for a business.

2.5 When a Residential Student who is also enrolled on a programme of study, training or apprenticeship at the College leaves, is permanently withdrawn or withdraws themselves from their programme, or is permanently expelled from the College this Contract shall terminate and the right of occupation of the Room shall cease.

2.6 This Contract is personal to the Residential Student and shall not be assigned or sublet to any other person. It is not intended to nor does it create a relationship of landlord and tenant between the parties.

2.7 Where accommodation or Services fees remain unpaid the College reserves the right, in its sole discretion, to instruct a debt collection agency of its choosing to pursue such outstanding debt owed to the College. Any interest, charge or levy incurred by the College in pursuit of a debt shall be passed onto the Residential Student.

2.8 The Residential Student may be asked to vacate the Room for the purposes of maintenance. Where maintenance is ongoing the Residential Student shall be provided with similar alternative accommodation in accordance with clause 8.1.4 of this Contract.

2.9 The Parent/Guardian or Sponsor signing this Contract in respect of payment of the Contract Fee acknowledges and agrees that they have no right of use or occupation of the Room or Halls of Residence under the terms of this Contract.

2.10 Students will be notified of any amendments to this contract at least 5 working days in advance of the amendment. Notification will be either in writing or by notice or a combination of both.

2.11 The College will endeavour to make reasonable adjustments where possible to meet the additional needs of students. Students are asked to make the College aware of any of the following during the application process: medical, dietary, support, EHCP, SEND, Looked after

Child, language, religious or cultural needs. Any identified additional needs will be discussed during the residential interview process by the Residential Team and the Head of Residential Provision. Where significant additional needs are identified, the student's application may be reviewed by the Head of Residential Provision, College Nurse and the Residential Application Panel. This will ensure that we can meet the needs of the student in student accommodation before offering them a place. If a student identifies as having gender identity need, we will work with them to allocate them a room that respects their identify needs, whilst remaining within the latest policies and guidelines to ensure that we are not compromising the safety, comfort, privacy or dignity of the student, or of other students.

### **3. THE CONTRACT FEE**

3.1 The Residential Student or the Residential Student's Parent/Guardian or Sponsor agree:

3.1.1 to pay to the College the Contract Fee, pursuant to 'Schedule 1 - Contract Fee' as amended from time to time;

3.1.2 to pay to the College any surcharge if, in the College's Reasonable opinion, the consumption of the Services by the Residential Student has been excessive;

3.1.3 to pay any additional charges incurred by the Residential Student during the Contract Period;

3.1.4 that where the Residential Student does not have a Sponsor, is under 18 years old, or where the Residential Student is a Vulnerable Adult and is unable to pay the fees, charges, costs or other debt incurred under the terms of this Contract such fees, charges, costs or debt shall become immediately due and payable by the Residential Student's Parent/Guardian.

### **4. THE OBLIGATIONS OF THE RESIDENTIAL STUDENT**

The Residential Student agrees:

4.1 to use the Room in accordance with Clause 2 (Right of Use) of this Contract.

4.1a to sign the room inventory form for the condition of all fixtures and fittings. By doing so, the Residential Student will acknowledge responsibility for any damage or additional cleaning that is found to be necessary to the Halls of Residence, Room or Contents.

4.2 to maintain the Room and Halls of Residence and its Contents in a Reasonably clean and tidy condition for the duration of this Contract.

4.3 to behave in a fit and proper manner at all times on the Premises and to observe Schedule 2 of this Contract, together with the Student Accommodation Guide Book and the College Ways of Working. The Student Accommodation Guide Book and the College Ways of Working may be varied by the College, at its absolute discretion, from time to time.

4.4 to report in person to the College's relevant reception if unwell, on the first day of sickness, or send a message via another Residential Student or member of staff.

4.5 to comply with the rules on visitors, as set out in the Student Accommodation Guide Book. Under no circumstances to share the Room or have overnight guests. Residential Students under the age of 18 are not permitted to have visitors in their room or corridors. **Nb. For the 25/26 academic year sadly we are not permitting any non-residential visitors to Halls of Residences.**

4.6 All students under the age of 18 must be on their own corridor by 10.30pm and in their own bedroom by 11pm. All students over the age of 18 must return to their Halls of Residence by 11pm

4.7 to take care of the Room, Communal Areas of the Halls of Residence and the Contents (where supplied by the College) for the general use of occupants.

4.8 to not remove, add or replace or allow to be removed, added or replaced any fixtures, locks, furniture or fittings, or other Contents (where supplied by the College) from the Room or from the Communal Areas, nor make any alternation or addition to the room nor cause damage to it and in any particular use any form of fixture (including adhesive tape) likely to deface or disfigure any of the internal surfaces or furniture or equipment, in accordance with 4.17 below. Additional charges will be applied to cover the cost of damage or loss.

4.9 to ensure that any fault, defect or any maintenance repair requirements are reported to the Residential Team as soon as the fault or defect is noticed.

4.10 to allow the College or its authorised agent to:

4.10.1 enter and inspect the Room at any time on the giving of Reasonable notice, i.e. that being a minimum of 24 hours' notice, to view the state and repair and condition of the Room;

4.10.2 enter the Room without notice:

4.10.2.1 in the event of emergency;

4.10.2.2 to clean, empty bins or to carry out such other tasks that may be required;

4.10.2.3 to execute such repair works or maintenance issues as reported under Clause 4.9 of this Contract;

4.10.2.4 to investigate issues of welfare / Health and Safety and/or discipline and to confiscate any item which in its Reasonable opinion presents a risk to the safety and/or well-being of other residents or staff of the College;

4.10.2.5 to satisfy itself that the conditions and obligations under this Contract are being adhered to; or

4.10.2.6 when the College reasonably suspects that its Alcohol and Drugs Misuse Procedure is or has been abused or where it suspects a criminal offence is being or has been committed.

4.11 to not do, or allow to be done, any act or omission which could render any insurance policy in relation to the Room, Halls of Residence or Building to become void.

4.12 to fully indemnify the College and keep the College indemnified against all losses, claims, costs (including legal expenses), demands, actions, proceedings, and any other such liability whatsoever and howsoever arising from this Contract or any breach of the Residential Student's Obligations by the Residential Student, their guests and/or invitees.

4.13 to not manufacture, keep or consume, or allow to be manufactured, kept or consumed, any alcohol on the College Premises, which shall include the Room or Halls of Residence. No Residential Student shall be permitted to manufacture alcohol anywhere on the Premises or give, sell, distribute or otherwise make available alcohol to persons, including those over the age of 18. If an over 18 student supplies an under 18 student with alcohol the College will immediately implement the College's Student Disciplinary Procedure and will consult with the Residential Student's Parent/Guardian/Sponsor.

4.14 to not manufacture, keep or consume, or allow to be manufactured, kept or consumed, any Controlled Substance, Legal High or Nitrous Oxide (other than those prescribed by the Residential Student's general practitioner or other licensed health professional) in the Room or Halls of Residence.

4.15 to not allow or keep pets or animals in the Room or Halls of Residence (except registered assistance dogs subject to permission).

4.16 to not place or allow to be exhibited upon the exterior of the Room or any part of the Halls of Residence nor on the interior to be visible from the exterior any writing, sign, placard, poster, advertisement, plate, notice, banner, flag, bag or washing.

4.17 to not display or affix pictures, posters or any other item on the Premises or within the Room or Halls of Residence or any other Building owned by the College, with sellotape, adhesives or drawing pins (or in any other way) which may cause damage to the grounds, wallpaper, plasterwork, woodwork or furniture, or may be offensive or inappropriate as deemed by the Residential Services. Such items may be displayed on notice boards as provided and with prior permission of the Residential Services.

4.18 to not fix or otherwise use dartboards or other similar items or play music or musical instruments at an inappropriate volume or otherwise to cause a nuisance to other occupants of Halls of Residence or residents of the local area.

4.19 to ensure that the use of a personal television or streaming of relevant television programmes on other devices is in accordance with licensing regulations.

4.20 to use the Contents in the designated Communal Area only.

4.21 to not use any cooking, heating or cooling equipment in the Room under any circumstances.

4.22 to ensure that all electrical equipment brought onto site has been tested by a reputable professional to achieve the current PAT (Portable Appliance Testing) standard. All electrical equipment (unless purchased within one year with proof of purchase) must display an appropriate PAT label. The College reserves the right to refuse to allow any electrical equipment to be brought into a Halls of Residence.

4.23 to not interfere with any heating controls or time switches in the Room or Halls of Residence.

4.24 to not bring or allow to be brought into the Room or Halls of Residence or anywhere on the Premises, any weapon or article or thing which is or may become dangerous, offensive, obscene, combustible, corrosive, inflammable, radioactive or explosive to include but not limited to, firearms, air guns, camping gas cylinders, cooking equipment, including toasters, microwaves, kettles and cookers, joss sticks, incense, candles, fireworks, Controlled Substances (other than those prescribed by the Residential Student's general practitioner), Legal Highs or Nitrous Gas canister/cylinder.

4.25 to not conduct any practical course work or other experiment within the Room or Halls of Residence.

4.26 to not prop open with any article or allow to be propped open any fire door, nor to block or otherwise store items in front of any emergency exit, corridor or stairway.

4.27 to not interfere with, damage or otherwise set off (except on the discovery of a fire or emergency) any fire alarm or fire-fighting equipment located in a Halls of Residence or elsewhere on College Premises.

4.28 to not hold parties or celebrations or other gatherings on the College's Premises, nor use the Room or Halls of Residence in such a way as to cause any nuisance, damage, disturbance or annoyance, inconvenience, obstruction or interference to other occupants of the Halls of Residence or to the owners, occupiers or other users of any properties situated in the vicinity or neighbourhood of the Halls of Residence or to the College.

4.29 to not keep or allow to be kept or to bring bicycles in the Room or Halls of Residence. Please speak to Residential Services for access to a bicycle shed, where the bicycle would be stored at the Residential Student's own risk.

4.30 to not disconnect, unscrew or otherwise overcome or damage any window restrictors, or overcome, undo or damage any door closers in any way.

4.31 to not use the Room or Halls of Residence for the hanging of laundry, nor to hang laundry lines outside the Halls of Residence.

4.32 to not make or allow to be made any excessive noise in the Room or Halls of Residence, for example, slamming doors, loudly playing radios or musical instruments or other electronic equipment and to ensure that all noise is kept to an acceptably low level (as may be determined by any College employee or agent) before 9:00am or after 10:00pm each day.

4.33 to close and lock both the Room door and the external door of the Halls of Residence when entering or exiting, and not to prop open the external doors or remove the door closer.

4.34 to carry their key to their Room and Halls of Residence on their person at all times and to immediately report the loss of a key to Residential Services and to return all keys to the Residential Office immediately on termination or expiry of this Contract. Not to pass keys to anyone else other than staff.

4.35 to obtain their own appropriate additional insurance cover for their personal possessions which shall be used in their Room. The College has in place appropriate insurance cover for damage or loss to property caused by the College's negligence.

4.36 to ensure that upon termination or expiry of this Contract all persons, firms and companies are notified so that all correspondence for the Residential Student is no longer sent to the Room or Halls of Residence.

4.37 to be responsible for the good conduct and behaviour of all the Residential Student's visitors and guests and to fully indemnify the College against any damage to the Room or Halls of Residence caused by such visitors or guests.

4.38 to ensure that all the Residential Student's visitors or guests leave the Room, Halls of Residence and Premises by 22:00 hours from Sunday to Thursday and 18:00 pm on Friday at the latest, in accordance with the Student Accommodation Guide Book. **Nb. For the 25/26 academic year sadly we are not permitting any non-residential visitors to Halls of Residences.**

4.39 Students are expected to behave responsibly and follow the expectations of behaviour set out in our College Ways of Working at all times. These expectations are set out clearly in the front of the Accommodation Student Guide.

## **5. PARENTS AND PERSONS ACTING IN THE CAPACITY OF SPONSOR**

5.1 The Residential Student's Parent(s), where they are required to sign this Contract and whether or not they are paying the Contract Fee on behalf of the Residential Student, shall be contracted as a Party to this Contract for the purposes of the Residential Student's welfare and behaviour, but shall not have a right of use or occupation of a Room or Halls of Residence.

5.2 The Residential Student's Sponsor, who is responsible for the payment of the Contract Fee on behalf of the Residential Student, shall be contracted as a Party to this Contract for the purposes of the Residential Student's welfare and behaviour, but shall not have a right of use or occupation of a Room or Halls of Residence.

5.3 The Residential Student's Sponsor shall have a right of termination under the terms of this Contract which can only be exercised in the event of the termination of the Residential Student's training or employment contract, in as much as that training or employment contract is dependent upon the Residential Student residing in College accommodation to receive such education or training at the College.

## **6. EXPIRY OR TERMINATION OF THIS CONTRACT BY THE COLLEGE**

6.1 This Residential Contract shall expire on the last day of the Contract Period, or the expiration of the Residential Student's course, as referred to in Clause 2.1 above, whichever is sooner, and the Residential Student shall be required to vacate the Room and Halls of Residence by 10:00am on that last day of each block release detailed in the Contract Period.

6.2 In the case of the Residential Student being an enrolled student of the College, this Residential Contract shall terminate immediately by serving on the Residential Student a notice in writing to vacate the Room, upon the termination of the Residential Student's status as a registered Residential Student of the College, howsoever caused.

6.3 The College may at its sole discretion terminate this Residential Contract by serving on the Residential Student one week's written notice to vacate the Room:

6.3.1 where the Contract Fee has remained unpaid either in whole or in part for a period of one calendar month from being due;

6.3.2 where any breach occurs of Clause 4 of this Contract or the Student Accommodation Guide Book;

6.3.3 where, in the case of a Residential Student being an enrolled student of the College, the Residential Student is absent from his or her course of study for any reason for more than twenty eight (28) days during any one academic term;

6.3.4 where any issues arise that mean the Residential Student is no longer fit to reside in College accommodation. A decision will be taken in line with our Fitness to Study Procedure and the Panel will be chaired by the Assistant Principal, Student Services. On occasions it may be necessary to take a decision outside of the Fitness to Study Procedure, for example where there is a concern of immediate risk of harm, either to an individual or to others. In such circumstances a decision will be taken by a Designated Safeguarding Lead/Duty Principal and the Fitness to Study Panel would convene at the earliest opportunity afterwards.

Following the Contract coming to an end pursuant to clauses 6.1 – 6.3, the Residential Student shall be required to vacate the Room and Halls of Residence immediately, leaving the same in a clean, tidy and undamaged condition. The College reserves the right to charge the Residential Student should they fail to keep their Room in the same condition as they found it on entry. A cleaning charge will be made for a room left untidy. The Residential Student shall remove all personal possessions from the Premises. The Residential Student shall return all keys to the Residential Services Office/Accommodation Office before leaving the Premises. If the Residential Student fails to vacate the Room, the College may apply to the Court for an Order to evict the Residential Student from the Room and the cost of obtaining the Court Order will be payable by the Residential Student.

6.4 In the event the Residential Student is an enrolled student of the College and commits a material breach of this Residential Contract, the College has the right to start a disciplinary process against the Residential Student, in line with the College's Student Disciplinary Procedure and Schedule 2 - Code of Conduct, and/or to suspend the Residential Student from the accommodation for up to 10 days, with immediate effect. In most cases parents/guardians will be required to collect the Residential Student from College for the period of suspension, to ensure the continuity of Residential Students' safety.

6.5 In the event the Residential Student wishes to appeal against the College's decision to terminate this Residential Contract, the Residential Student must submit their appeal in writing to the Director of Student Services within five (5) days of the decision to terminate.

## **7. TERMINATION OF THIS CONTRACT BY THE RESIDENTIAL STUDENT DURING THE CONTRACT PERIOD**

7.1 The Residential Student may terminate this Contract during the Contract Period by giving four week's written notice to the Head of Residential Provision and Student Services Operations Manager. In the event of an early termination, the Contract Fee remains payable in accordance with Schedule 1 of the Residential Contract.

7.2 Notice for the above should be made in writing, dated and sent to the Head of Residential Provision and Student Services Operations Manager.

7.3 Where the Residential Student who is an enrolled student of the College is asked to vacate the College accommodation following a disciplinary hearing, the Residential Student will be liable for the payment of the remaining Contract Period fees.

7.4 The Residential Student shall personally return all keys to the Room and Halls of Residence to the Residential Office. The Deposit, where applicable, will be refunded on receipt of the keys, providing there is no damage to the Residential Student's room or common areas where the Residential Student had access to, and that all fees, including any unpaid accommodation charges, have been paid in full. Failure to return the key or any key replacement will result in the Deposit becoming non-refundable.

## **8. GENERAL**

8.1 The College may, in its absolute discretion:

8.1.1. confiscate or dispose of any article or thing which should not be in the possession of the Residential Student or within the Room or Halls of Residence or otherwise on College Premises;

8.1.2 suspend privileges and/or impose charges in respect of any breach of this Residential Contract, the Student Accommodation Guide Book or other College regulations;

8.1.3 move the Residential Student into another Room within the Halls of Residence or to another Halls of Residence or Premises owned or controlled by it at any time in the event that the Residential Student causes nuisance or annoyance to any other resident of the Halls of Residence or external residents living in the vicinity of the College;

8.1.4 reasonably require the Residential Student to vacate the Room during the Contract Period where such vacation is required to enable the College to clean, repair or otherwise service the Room and upon completion of such cleaning, repair or service the Residential Student will be required to resume occupation of the Room.

8.2 The Residential Student may, at the discretion of the College, be allowed to move to another Room within the Halls of Residence or to another Halls of Residence or Premises on payment of an administration fee of £50.00. The terms of this Contract shall continue to apply in full.

8.3 If, at the end of the Contract Period, the Residential Student leaves any personal possessions in the Room or Halls of Residence, the College shall make reasonable endeavours to contact the Residential Student to affect their collection. In the event that the College is unable to contact the Residential Student, or upon contact, the Residential Student fails to collect their possessions after a period of five (5) consecutive working days, the College shall donate the items to a local charity or dispose of them. However, the Residential Student accepts that the College shall not be under any duty or obligation to store the items for an indefinite period on behalf of the Residential Student.

8.4 The Residential Student accepts that the College is not responsible for the collecting and forwarding of mail on their behalf following the expiry or termination of this Residential Contract

and it shall not permit any person to access the Room or Halls of Residence to collect mail. The College will return all mail received back to sender.

8.5 The College cannot guarantee a continuous supply of the Services and cannot be held liable for any loss or damage resulting from the failure of the relevant service provider to supply the Services or from interruptions in supply and which are reasonably beyond the College's control. In case of a serious disruption, the College will endeavour to provide the Residential Student with similar alternative accommodation.

8.6 The College shall not be liable, to the fullest extent permitted by law, for the death of or injury to a person where such death or personal injury occurs as a result of the act, omission or default of the Residential Student, their guests or invitees.

8.7 Notwithstanding clause 8.6, nothing in this Contract is intended to limit or exclude the College's liability for the death of or injury to any person as a result of the College's negligence.

8.8 The College shall not be liable, to the fullest extent permitted by law, for any damage or loss caused to any third party property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses (including legal expenses) or other liability incurred by the Residential Student in the exercise of the right granted by this Contract.

8.9 All notices to be given by one Party of this Contract to the other shall be in writing and shall be deemed sufficiently served where delivered by hand or sent by recorded delivery post to the registered address contained within this Contractor to such other address as may be notified to either Party from time to time.

8.10 This Residential Contract and the attached Schedules and all other codes, regulations, policies, procedures and protocols published by the College from time to time and which are available on the College intranet and/or website, together with any Sponsor agreement, form the basis of the contract for Residential Student accommodation between the College, the Residential Student and the Parent/Guardian or Sponsor, where applicable. No other terms or conditions of occupation shall be accepted by the College.

8.11 The College reserves the right, at its sole discretion, to amend these terms, conditions and applicable fees charged under this Contract from time to time and without notice.

8.12 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy which exists or is available apart from the Act. The Residential Student shall not transfer any of their rights under this Contract to a third party.

8.13 Nothing in this Contract shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as an agreement of employment between the College and the Residential Student, their Parent/Guardian or Sponsor.

8.14 The College requires Personal Data for the administration of the accommodation application and reservation of a suitable Room. The lawful basis under which the College will process the Personal Data for this purpose is the implementation of the Contract between the College, the Residential Student and Parent/Guardian or Sponsor, where applicable. The College also has a legal obligation and duty of care to ensure the health and well-being of Residential Students during their stay in College accommodation. The Personal Data will not be shared with any third party

not directly involved in these activities without explicit consent, except where the College is required to do so as a result of that third party's lawful authority. The Personal Data will be retained by the College for the duration of the Residential Student's stay in College accommodation and will be destroyed 6 years from the date of leaving the College.

8.15 Where any term of this Contract is struck out by a competent court of England or Wales as unfair the remaining terms shall remain valid and in effect until the expiry or termination of this Contract.

8.16 This Contract shall be governed by the laws of England and Wales. In relation to any legal action or proceedings to enforce this Contract or arising out of or in connection with this Contract each of the Parties irrevocably submits to the exclusive jurisdiction of the English and Welsh courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

**IN WITNESS** whereof the parties hereto have signed their hands on the       day and year first before written

Signed .....

Print name .....

Date ..... (for and on behalf of the College)

Signed .....

Print name .....

Date ..... (by the Residential Student)

Signed .....

Print name .....

Date ..... (by the Parent/Guardian if under 18 years of age)

Signed .....

Print name .....

Date ..... (by the Sponsor, where appropriate)

## **SCHEDULE 1**

### **The Contract Fee**

The Contract Fee is determined annually by the Corporation for the next academic year and are payable in advance. The Contract Fee (for which you will be invoiced annually at the start of the academic year) will be payable as set out in the following Schedule of Payment.

The amount indicated below does not include any individual additional costs, e.g. block insurance cover, residential bursary deductions, etc. These items will be listed separately on the invoice.

Bookings are to be made in advance for each term and rooms are charged by the night. The Contract Fee and payment dates are as follows:

- £35.20 per night, payment to be made in advance for termly bookings.

|                                                                                  |  |
|----------------------------------------------------------------------------------|--|
| Name of Residential Student                                                      |  |
| Date of Birth of Student                                                         |  |
| Name of Person(s) responsible for payment of fees and percentage responsible for |  |
| Address(es) of Person responsible for payment of fees                            |  |
| Email address(es) of Person responsible for payment of fees                      |  |
| Contact Number of Person(s) responsible for payment of fees                      |  |
| If you are not the student , please state your relationship to the Student       |  |

A deposit of £200 is payable on application for a Room. This is refundable at the end of the year less any amounts deducted for damages or outstanding fees owing to the College.

Lost / misplaced room keys and fobs – fee for replacements are £20 each. Failure to pay fees for these during the current term - may result in such fees being deducted from the room deposit.

You are aware and understand that accommodation will not be provided over weekends, half terms, Christmas, Easter and Summer break and also Bank Holidays.

You must make all payments in advance or in line with the agreed Direct Debit payments schedule, in full, without any deduction. You understand that failure to do so will result in a permanent exclusion from residence.

If a Residential Student would like to leave their accommodation before the end of the academic year they are required to give four weeks notice. Failure to do so will result in a charge for the four week notice period not given. Residential Students who give 4 weeks notice will remain liable for the full term in which notice is given. If departure from residence is within the first 6 weeks of the academic year this four week notice period is not required and the Residential Student will be liable for the fees for the number of weeks in which they resided in the accommodation. If a Residential Student is excluded from residence during the academic year, 4 weeks' notice period will still be charged and the Residential Student will remain liable for the full term in which they were excluded. No refund will be made in respect of temporary absence from a Room due to sickness or for periods of work experience undertaken during term dates or during private study weeks.

Residential Students will not be allowed to return to College for a new term unless any outstanding amounts have been paid or arrangements are in place to pay by agreement with the Head of Residential provision and Student Services Operations Manager. The College reserves the right to seek recovery of any unpaid fees.

Should a Residential Student have difficulty in meeting the requirements for payment of charges they should contact the Head of Residential provision and Student Services Operations Manager without delay as College Regulations impose penalties where Students owe money to the College.

An administration fee of £30 is chargeable on refunds except on deposit refunds.

Signature of Payee:

Date:

Signature of Resident:

Date:

**By signing this agreement you are agreeing to the financial terms and conditions stated in this document.**

### Payment Options available to you

#### Deposit payments

£200 is required along with this form accepting this financial agreement.

Card: Card Payments can made over the phone by calling the Finance department on 01603 773110 or in person at the Student Centre.

Direct into the bank: If you would like to make a bank transfer please reference your payment: Res.Dep Surname, First name and make payment to: Sort code: 30-96-17 Account Number: 04315516 (as per details on the invoice).

#### Residential payments

A residential invoice for the whole year's residential fees will be sent to you in August.

Payment can be made in the following ways:

By Direct Debit (*College's preferred method of payment*) – If you wish to pay by direct debit in 3 equal installments, please complete the Direct Debit mandate form which will accompany the invoice. If you would like support in setting up an alternative direct debit plan, please call Julie Butler on 01603 773156.

Card: Card Payments can made over the phone by calling the Finance department on 01603 773110 or in person at the Student Centre.

Direct into the bank: If you would like to make a bank transfer please reference your payment: Res.Dep Surname, First name and make payment to: Sort code: 30-96-17 Account Number: 04315516 (as per details on the invoice).

## **SCHEDULE TWO**

### **Code of Conduct**

1. Residential Students must comply with all College security arrangements and identify themselves on request by any member of staff, by showing their ID Cards, which must be visible at all times.
2. Residential Students are forbidden to tamper with firefighting equipment or alarms except in a recognised emergency, otherwise the Residential Student will be required to pay a minimum fee of £50. False or malicious calls to the emergency services are illegal and will be reported to the police.
3. Residential Students should not access any roof or any other secured area.
4. Residential Students should not hang or drop objects from any of the windows or place any object on any external window ledge.
5. Residential Students are individually and collectively responsible for the care of the fabric, fittings and furniture of College buildings to which they have access. Residential Students responsible for causing damage to property will be charged the cost of replacement or repair and an additional administration fee. Where it is not possible to identify individuals, a collective charge may be made upon all occupants of the area where the damage occurred, the assumption being made that all occupants in a room or area of building are jointly responsible for its care. The College may in its absolute discretion impose an administrative fee in addition to the charge.
6. The College does not accept liability for any loss or damage to property by Residential Students or other persons using College Premises and facilities, unless as a result of the College's negligence.
7. Residential Students must comply with all College parking and driving regulations during term time and vacations. Motor vehicles, including motor cycles, are only allowed on the campus if the owner is in possession of a current Authorisation Form and the vehicle displays a current Student Car Pass. Bicycles must not be taken into Halls of Residence or any other buildings (a lockable bicycle shed is available and is to be used at the Residential Student's own risk).
8. Easton College operates a Zero-tolerance policy to illegal substances. Any Residential Student found, suspected of using, possessing or supplying drugs and the afore mentioned substances will immediately be subject to the college disciplinary procedures and may lose their place in residence.
9. Alcohol is strictly prohibited in the Residential Student Accommodation and therefore any alcohol found will be confiscated and disposed of, even if you are over 18 years of age. Disciplinary procedures will follow for those found in possession which may result in losing your place in residence. Anyone found in possession of empty alcohol containers within their study bedroom will be subject to the College disciplinary procedures.
10. It is against rules to be under the influence of alcohol during the college day (8:30 am – 5:00 pm Monday – Friday) during term time. If you are under 18 it is against College regulations to be under the influence or in possession of alcohol at any time.

11. With the exception of registered assistance dogs and upon approval, the following are not allowed in any Halls of Residence or Refectory: dogs, pets or other animals. Livestock and horses are not allowed on any lawns or grass verges. Course Tutors may permit dogs or other animals into a classroom if required for Animal Care, or similar courses. Dogs on campus must be kept on a lead at all times.
12. Residential Students must comply with the College's Firearms Policy at all times and must inform the Head of Residential provision and Student Services Operations Manager should they intend to keep a firearm or associated paraphernalia on College Premises.
13. The College operates a no smoking policy in all Buildings; therefore it is not permitted to smoke (which for the avoidance of doubt includes the use of e-cigarettes or vaping) in any College Buildings. Smoking is only permitted in designated areas. A map of the designated areas can be found in Reception or on the intranet. Disciplinary actions may be taken against you if you are caught smoking outside these designated areas. Those wishing to vape on College premises may do so only 5m or more from any building.
14. Controlled Substance, Legal High or Nitrous Oxide of any kind are prohibited on all College sites and all offences will be dealt with as serious misconduct.
15. In case of a disciplinary matter arising out of a non-academic incident relating to accommodation, Residential Students must comply with the College's Student Disciplinary Procedure, available both on the intranet and the College's official website.
16. The College reserves the right to refuse admission of any visitor and/or to require any visitor to leave the College Premises where we have Reasonable grounds to believe that this is necessary for the safety and/or well-being of other people.
17. Under no circumstances may visitors stay in the Student Accommodation/Halls of Residence overnight.
18. The Residential Student shall not give/lend their keys (or copies) to any visitor.
19. All under 18 years old Residential Students must be in their residence between 22:30 and 08:00 hours. If you leave campus, it is essential that you sign out and sign back in on your return. No under 18 students will enter the over 18 block and vice versa.
20. Visitors are not allowed in any accommodation past 22:00 hours on Sunday to Thursday, and 18.30 hours on Friday. **Nb. For the 25/26 academic year sadly we are not permitting any non-residential visitors to Halls of Residences.**
21. Residential Students must reapply each year to live in Halls of Residences. No place is guaranteed, and every application is considered on its merits and with full consideration of the individual student's previous behaviour, both in Halls and on their course. The College reserves the right to refuse a place in Halls to any returning student where they have demonstrated that they are not able to manage their own behaviour with the level of maturity that is needed in a semi independent living environment.
22. Residential Students must be competent to manage their own medication. Failure to do so will lead to a review and a Fitness to Study.