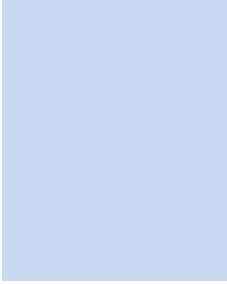


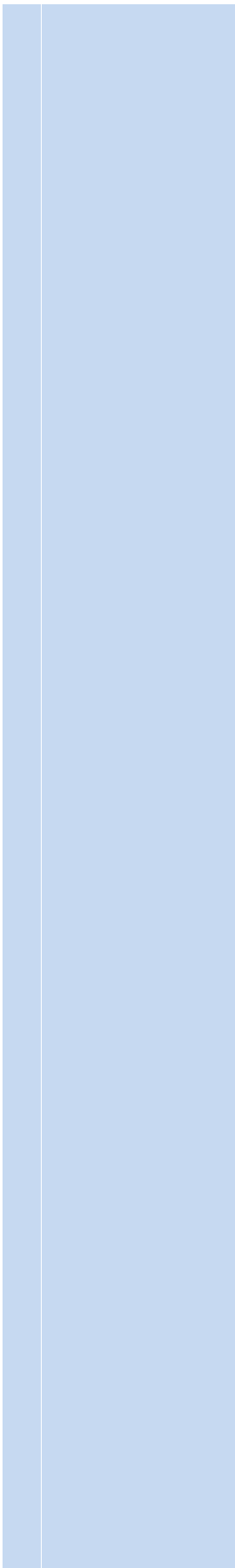
TERMS AND CONDITIONS OF RESIDENCE
("the Ts &Cs")

In these terms and conditions "you" means the person signing this Agreement and "we" means Falmouth Exeter Plus (an exempt charitable company limited by guarantee registered in England and Wales with company number 5103240). The expressions "your" "our" and "us" should be read accordingly.

INTRODUCTION	
Nature of Agreement	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:</p> <ol style="list-style-type: none">1. enter your Room at any time and for any reason (which is similar to staying in a hotel);2. require you to move to an alternative room; and3. where the Agreement Summary states that the room type is "shared", require you to share the Room with another person. <p>Where we exercise these rights we will do so in accordance with these Ts & Cs.</p>



Please note that if you vacate the Accommodation prior to last day of the Period of Residence, you remain liable to comply with all your responsibilities under this Agreement (including payment of the Licence

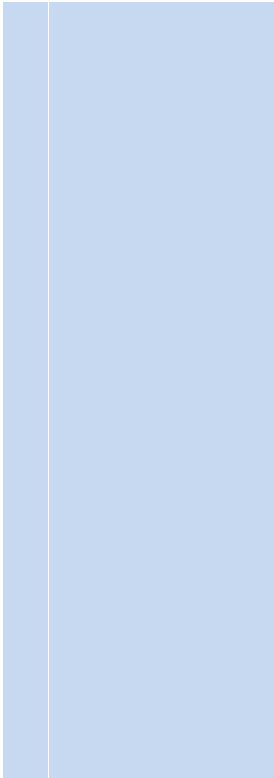


2.8.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Halachad [Top]T00s81(o)-3(f)-83(Re)11(s)-6(i)Tdence

**Repairs,
maintenance and
alterations**

You agree:-

2.9.1



You agree:-

- (a) to report to the reception at Glasney Lodge any accident causing injury which you are involved in or any incident that could have resulted in an injury which occurs at the Halls of Residence or the Accommodation;
- (b) to inform the reception at Glasney Lodge if you are diagnosed with or have been in contact with an infectious or contagious disease. If the infection or contact occurs when you are away from the Accommodation, you should not resume residence unless the Halls of Residence team is satisfied (acting reasonably) that there is no risk of infection or disease affecting other residents of the Halls of Residence and the Halls of Residence team may request medical evidence as a pre-condition of you returning to the Accommodation;
- (c) to provide advance notice to the Halls of Residence team if you intend to be away from the Accommodation for a period of 7 days or more;
- (d) to notify the Halls of Residence team if you intend to remain in the Accommodation during the Christmas and/or Easter vacation periods;
- (e) not to fly drones within or in the vicinity of the Halls of Residence or any of our other halls; and
- (f)

		<p>2.14.2 if the co-occupier of the Accommodation (the "Sharer") leaves the Accommodation then we may:</p> <ul style="list-style-type: none"> (a) replace the Sharer at any time with another student; (b) increase the Licence Fee (unless you wish to continue to share the Accommodation and we have been unable to replace the Sharer with another student or relocate you); or (c) relocate you in accordance with the provisions in Clause 2.6; and <p>2.14.3 you will have proper respect for the privacy, possessions and reasonable wishes of the other person sharing the Accommodation.</p>
	<p>Television licence</p>	<p>If you bring a television into the Accommodation, watch live television through your computer or otherwise require a television licence for any device that you use in the Accommodation or the Halls of Residences, you will be responsible for obtaining your own television licence and by bringing the device onto the Accommodation/Halls of Residence you confirm that you have obtained a television licence.</p>
<p>OUR RIGHTS</p>		
	<p>Alterations and building works</p>	<p>We have the right to carry out any alterations or building works at the Accommodation, the Halls of Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.</p>
	<p>Access & inspection</p>	<p>3.2.1 As this Agreement is a licence, we (and our Third-Party Providers) have the right to enter the Accommodation at any time (including during the night) without giving you notice. In most instances (out of courtesy only and not because we are legally obliged to do so), we will enter the Accommodation during the day and we will give you reasonable prior written notice of our intention to access the</p>

		use reasonable endeavours to avoid carrying out planned works to the Accommodation during exam periods and will provide a minimum of 7 days' notice of any planned works. If urgent works are required to the Accommodation, we will provide a minimum of 24 hours' notice where possible, unless the circumstances require an immediate response.
	Removal of items from the Accommodation	We may remove from the Accommodation or Halls of Residence any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance, subject to us giving you prior warning. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Halls of Residence.
	Our right to require you to relocate	<p>3.4.1 As this Agreement is a licence, we have the right to move you to similar alternative accommodation at any time (including after this Agreement is formed but before you arrive at the Halls of Residence). We will normally only require you to move to similar alternative accommodation for the following reasons:-</p> <ul style="list-style-type: none"> (a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Halls of Residence, that the Accommodation or Halls of Residence is unfit for occupation, or where the Period of Residence includes the Christmas and/or Easter vacations and the Halls of Residence is not fully occupied during the vacation); (b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation; <p>3.4.2 If we request you to relocate:</p> <ul style="list-style-type: none"> (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours or immediately in case of emergency; (b) if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Licence Fee you have paid in respect of the period after the termination date; (c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) directly incurred by you moving into the alternative accommodation. <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>
YOUR RIGHTS		
	Occupation	<p>For the Period of Residence we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-</p> <p>4.1.1 a licence to occupy the Room (and where the Agreement Summary states that the room type is "shared" the licence to occupy and use the Room in common with the person we allocate to share the Room);</p>

<p>Our right to terminate before you take occupation</p>	<p>If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Deposit and/or Licence Fee that you have paid under this Agreement.</p>
<p>Your other rights to terminate</p>	<p>You may terminate this Agreement if you:</p> <p>6.4.1 contact the Accommodation Office to request the right to terminate providing not less than four weeks written notice of your intention to terminate and specifying the End Date and you satisfy both of the following conditions:</p> <ul style="list-style-type: none"> (a) you have found a suitable replacement occupier approved by us (approval not to be unreasonably withheld) who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation immediately after you have left; and (b) you have paid, in full on or <u>before</u> the End Date, <u>all</u> of the Licence Fee due under this Agreement up to and including the End Date. <p>Please note that we are entitled to withhold approval to a replacement occupier if they are not eligible to live in our accommodation or if they have previously lived in our accommodation and have not complied with the obligations in their accommodation agreement.</p> <p>6.4.2 withdraw from/intermit or interrupt your course of study and you satisfy the following conditions:</p> <ul style="list-style-type: none"> (a) contact the Accommodation Office providing not less than four weeks written notice of your intention to terminate and specifying the End Date and comply with the Request to Vacate procedure; https://fxplus.ac.uk/accommodation/policy/request-to-vacate-procedure; (b) you have paid, in full on or t

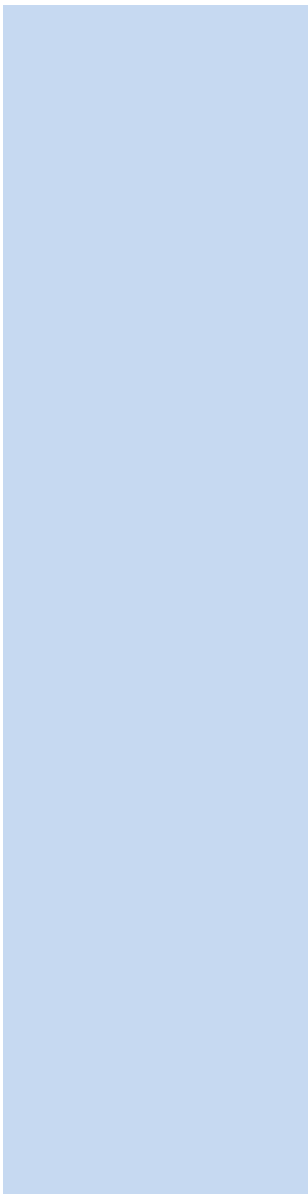
your personal data in accordance with data protection law on the basis that we have a legitimate business interest.

8.2.5 We consider that it is within our legitimate interests to be able smoothly to manage and administer our residences and non-academic activities, and to ensure that our residences are safe, secure and well-run. We consider that it is reasonable for us to process your personal data for the purposes of these legitimate interests as we process your personal data only so far as is necessary to achieve such purposes, and that the processing of your personal data does not unreasonably intrude on your privacy.

8.2.6 We may need to process special categories of your personal data (for example racial or ethnic origin, medical or health data, political opinions, religious or philosophical beliefs, biometric data etc.) For example, we may need to collect data in relation to health or disability to enable us to make reasonable adjustments to enable you to access and enjoy the Accommodation, and we may need to collect diversity data to enable equality of opportunity to be monitored. Our processing is permitted in these circumstances because it meets conditions under data protection law (we have a statutory obligation, and/or it is necessary to monitor equality of opportunity). There may also be limited circumstances in which we may need to ask for your consent to process your special category personal data. To give your consent to this processing you will need to tick the relevant box in the online application process. You can withdraw your consent to this processing at any time by writing to the Accommodation Office. On receipt of the withdrawal of your consent, we will cease the processing. This does not affect our rights to process your special categories of personal data prior to the withdrawal of your consent or where we are required to do so for legal reasons.

8.2.7 If we intend to process your personal data for a purpose other than as listed above, prior to such processing we will provide you with any further information as required by the Data Protection Laws.

8.2.8



agreement with such parties in terms approved by the European Commission. A copy of the relevant set of Standard Contractual Clauses are available to view at the Accommodation Office.

8.2.14 We will process your personal data for as long as this Agreement is in force. Following termination or expiry of this Agreement, we will cease processing your personal data, but will continue to store it for a period of 6 years.

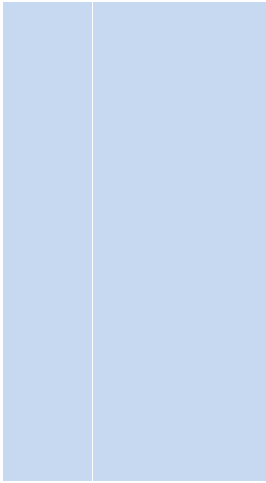
8.2.15 You have the right, subject to the requirements and exemptions specified in the Data Protection Laws to request: (a) access to the personal data that we hold about you; (b) rectification of personal data that we hold about you where you believe the information is inaccurate; and (c) erasure of the personal data that we hold about you.

8.2.16 You have the right to obtain from us restriction of processing where: (a) you

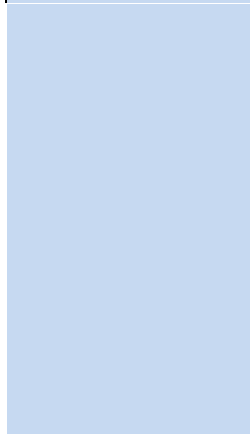
		social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).
	Guarantees of accommodation	Any guarantee given by us to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

SCHEDULE 1

Payment of Licence Fee	<p>1.0 Your Licence Fee must be paid by termly instalments by either:-</p> <p style="padding-left: 40px;">1.0.1 bank transfer; or</p> <p style="padding-left: 40px;">1.0.2 by debit or credit card using the Payment Portal</p> <p style="padding-left: 80px;">in accordance with the payment schedule set out at paragraph 1.2 below.</p> <p>1.1</p>
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Communal Areas	Means all stairwells, corridors, landings and entrance halls within the Halls of Residence, any shared kitchens and/or bathrooms in the Halls of Residence or other areas that we designate as common areas but not any shared kitchens and/or bathrooms in the Accommodation.
Deposit	Means the deposit as specified in the offer summary on your Room Service account.



	<p>https://fxplus.ac.uk/accommodation/policy/request-to-vacate-procedure</p> <p>If you are unable to access this web link, please contact the Accommodation Office before Accepting this Agreement and we will send you a copy of the procedure so you can read these before Accepting this Agreement.</p>
Room	Means the room at the Halls of Residence that will be allocated to you on your arrival.
Room Service	Means our online system for management of the Accommodation which you can log in to using the log in details provided to you at https://roomservice.fxplus.ac.uk/Room%20Service%20_Portal/ . If