



The
University
Of
Sheffield.

TERMINATION POLICY – COUPLES AND FAMILY ACCOMMODATION

This termination policy applies to students who have entered into a Residence Contract with the University of Sheffield.

The procedure that applies to students who wish to terminate their Residence Contract before its expiry date varies, according to the circumstances. The consequences of termination also vary according to the circumstances. This policy sets out the procedures and consequences that apply in a range of circumstances.

This policy forms part of the University's Residence Contract with the student, and is made available to all students in advance of them entering into their Residence Contract.

1 Cancellation under the Consumer Protection (Distance Selling) Regulations 2000

This clause will normally only apply to first year students, because it affects students who did not have any face-to-face communication with the University before accepting an offer of accommodation. Students who, before accepting an offer of accommodation, communicated with the University exclusively by distance means are entitled to cancel their Residence Contract by sending the University notice of cancellation within 7 working days, starting to count on the day after the Residence Contract took effect (for example, if you accept accommodation on a Monday, the cancellation period ends on Wednesday of the following week). The right to cancel does not apply after the date the student is due to take up occupation, and the student will only be able to terminate their Residence Contract on one of the other grounds set out in this policy. Students who attended open days, or made arrangements with the University to view the residences, before accepting an offer of accommodation are not eligible to cancel under the Regulations.

If a student validly cancels under the Regulations, the University will refund all payments the student has made.

Notice of cancellation must be in writing, which includes post, fax and email. The only exception to this is where a student is unable to communicate in writing because of a disability.

2 Students who do not collect their keys

This clause of the termination policy applies to **first year students only**. The Residence Contract requires the student to take their accommodation, but if a student does not arrive, then the University will try to let the accommodation to someone else.

First year students' residence contracts will automatically terminate within 2 days of the start of the period of residence if the student has not by then taken up residence or arranged a late arrival date.

Late arrivals can be arranged for dates up to 14 days after the start of the period of residence. To arrange a late arrival the student must notify the University of the anticipated arrival date by e-mail to latearrivals@sheffield.ac.uk by not later than 2 days before the start of the period of residence and pay a late arrival deposit of £250 by that date. If the late arrival deposit is not paid on time, the University may (but shall not be obliged to) terminate the student's Residence Contract without further warning to the student.

The next three paragraphs only apply to first year students who have arranged a late arrival date, but have not collected their keys by that date.

The University may (but shall not be obliged to) terminate the student's Residence Contract. The University will normally only terminate the student's Residence Contract in these circumstances if it is able to find a suitable replacement occupier (and it will use reasonable endeavours to find one).

If the University does agree to terminate the student's Residence Contract when there is no suitable replacement occupier, the University will be entitled to retain all sums the Student has paid (or charge the Student for the sums the Student should have paid) to compensate the University for loss of net income while the Accommodation was reserved for the Student and for future loss of net income until a replacement occupier is found.

If the University does not terminate the student's Residence Contract, and there is no suitable replacement occupier, the Student will remain liable for Residence Charge for the period of residence.

3 Transfer (on application) to alternative University accommodation

A student who wishes to transfer to different University accommodation should make an appointment to see the Lettings Co-ordinator for single accommodation and the Lettings Officer for family accommodation. Transfers are strictly subject to availability of suitable accommodation. If the application is successful, the University will charge the student a transfer administration fee of £25 for single accommodation and £50 for family accommodation, towards the cost of preparing new tenancy documentation and the additional accommodation inspection on hand-over. Successful applicants will be required to enter into a new tenancy agreement for the new accommodation, and will be released from future liability under their previous agreements. The student must have paid all sums due to date, including the transfer administration fee, before the keys for the new accommodation will be released. Removal will be the student's responsibility. This clause does not apply to relocations by the University, which are dealt with at clause 5 of the standard residence contract.

4 Withdrawal from University because of disability or severe financial hardship and withdrawal from residences because of disability

A student who is prevented from continuing their University studies because of a disability, or because of severe financial hardship, may apply to the University for early termination of their Residence Contract. The student must comply with the following procedure:

- (a) The student must complete and submit a Change of Status form to the Student Services Information Desk, The Union of Students, Western Bank, Sheffield, S10 2TG. The Change of Status form must specify medical or financial grounds as the main

reason for withdrawing. Blank forms can be obtained from Student Services Information Desk in the Union Building, or downloaded from <http://www.shef.ac.uk/ssid/record/withdraw.html>.

- (b) If the student wishes to be released from further financial obligation under the Residence Contract, the student must send a copy of the completed and approved Change of Status form to the Contract Review Panel, Accommodation and Campus Services, The Edge, 34 Endcliffe Crescent, Sheffield, S10 3ED. The copy Change of Status form must be accompanied by evidence that the student is leaving University because of a disability or because of severe financial hardship, or such evidence must be produced within 14 days of submitting the copy Change of Status form.
- (c) The student must notify the Contract Review Panel in writing of the date the student intends to leave the Accommodation (but there is no guarantee that the student will be released from their contract on that date, or at all).
- (d) The student must pay for, or put right, any breach of the student's obligations, so that the Accommodation is in the condition required by the Residence Contract;
- (e) The student must pay a fee of £50 towards the administrative costs of dealing with the early termination and for the avoidance of doubt the University may deduct this fee from the deposit or any other sum that would otherwise be refunded to the student.

Students who are able to continue their studies, but unable to continue living in University residences because of a disability may also apply under this clause 4. In these cases, students do not have to complete or submit a Change of Status Form, but the student must comply with the rest of the procedure in clauses 4(b) to (e). The student will need to provide evidence, when they apply to the Contract Review Panel, that the student is unable to continue living in University residences because of their disability.

For the purposes of clause 4(b), "evidence" of a disability means a certificate from the University Health Service, or a letter or certificate from the student's doctor which has been approved by the University Health Service. The University's Health Service can be contacted at The Health Centre, 53 Gell Street, Sheffield S3 7QP. If sending a letter or certificate to the University Health Service for approval, the student should ask the University's Health Service to forward a copy of the approved letter or certificate to the Contract Review Panel, Accommodation and Campus Services once approved.

The Contract Review Panel will consider cases within 15 working days of receiving a properly completed application. If the University (acting reasonably) is satisfied that the student is withdrawing from study at the University because of a disability or severe financial hardship, and that it is fair and just in all the circumstances to release the student from their Residence Contract, the University will give the student a written notice confirming the date the student is released. The release may be subject to conditions, such as payment of the early termination administration fee. The Contract Review Panel will only consider cases for the current academic year and it does not meet during Intro Week or the Christmas or Easter vacations. There is no obligation on the Contract Review Panel to give detailed reasons for its decisions. Correspondence from the Contract Review Panel will be sent by post.

If the student is released from their Residence Contract because s/he is withdrawing from study on the grounds of disability or severe financial hardship, the University will refund the deposit and a fair proportion of any residence charge which the student has paid in advance in respect of the period after the date of release, although the University will be entitled to

deduct from the repayment any other sum that the student owes (eg payment for damage or cleaning).

5 Withdrawal from the University on grounds other than disability or severe financial hardship

A student who is withdrawing from the University on grounds of disability or severe financial hardship should apply for release from their Residence Contract under section 3 of this policy.

A student who is withdrawing from the University on other grounds may still apply to the University for early release from their Residence Contract, but the procedure and financial consequences are different. The student must comply with the following procedure:

- (a) The student must complete and submit a Change of Status form to the Student Services Information Desk, The Union of Students, Western Bank, Sheffield, S10 2TG. Blank forms can be obtained from Student Services Information Desk in the Union Building, or downloaded from <http://www.shef.ac.uk/ssid/record/withdraw.html>.
- (b) If the student wishes to be released from further financial obligation under the Residence Contract, the student must send a copy of the completed and approved Change of Status form to the Contract Review Panel, Accommodation and Campus Services, The Edge, 34 Endcliffe Crescent, Sheffield, S10 3ED.
- (c) The student must notify the Accommodation and Campus Services in writing of the date the student intends to leave the Accommodation (but there is no guarantee that the student will be released from their contract on that date, or at all).
- (d) The student must pay for, or put right, any breach of the student's obligations, so that the Accommodation is in the condition required by the Residence Contract;
- (e) The student must pay a fee of £50 towards the administrative costs of dealing with the early termination and for the avoidance of doubt the University may deduct this fee from the deposit or any other sum that would otherwise be refunded to the student.

The deposit and any pre-paid residence charge will only be refunded for the period where the empty place in the residence caused by the student's early departure has been filled and there is no loss of net income to the University. If the accommodation is not re-let, there will be no refund, and liability to pay the residence charge will continue until the end of the billing period. The billing periods end on - see table at end of section 8. The University may use the deposit to offset that liability. If the accommodation is re-let during the remainder of the billing period the University will refund to the student a fair proportion of pre-paid residence charge and the deposit (after making any proper deductions to cover its losses) as soon as possible after the re-letting.

6 Application for early release from the Residence Contract when the student is not withdrawing from University

A student who continues their studies, but leaves University residences before their agreement has expired, will not be entitled to any refund of residence charge unless a suitable replacement occupier takes their place. Additionally, if no replacement occupier has taken the accommodation before the next payment date, the student will be liable for the next instalment(s) of residence charge.

Because students will be liable for residence charge for the full period of residence if no replacement is found, the University recommends students to try and find a replacement occupier before agreeing to move anywhere else. Otherwise, students could find themselves legally responsible to pay rent on two different properties.

To apply for early release under this ground:

- (a) the student must notify the University's Accommodation and Campus Services department that s/he wishes to leave; and
- (b) the student should arrange for any replacement occupier they have found to attend an appointment at Accommodation and Campus Services, to assess the replacement's eligibility and suitability OR request Accommodation and Campus Services to try to find a replacement; and
- (c) the student must make payment for, or put right, to the University's reasonable satisfaction any breach of the student's obligations; and
- (d) a replacement student who is reasonably satisfactory to the University and who is not already a tenant of the University must enter into a residence contract with the University for the remainder of the period of residence; and
- (e) the student must pay a fee (of £50 where the University finds a replacement student or £25 where the Student finds a replacement student - £50 in the case of family accommodation) towards the University's costs of administration and cleaning the room (and for the avoidance of doubt the University may deduct this fee from the deposit)

Conditions (b), (d) and (e) in this clause shall not apply if the student is able to show that the reason for termination is a serious or persistent breach of the University's obligations in the Residence Contract.

For the avoidance of doubt, the University will make vacated rooms available to other students for room transfers (see clause 3 of this policy), and relocations (see clause 5 of the Residence Contract) but room transfers and relocations will not be treated as replacements. Refunds of residence charge, and release from the liability to pay future instalments of residence charge, will only be given where the void in the residence caused by the student's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the student's accommodation.

If a student wishes to be released from their Residence Contract on the grounds that they are unable to live in University residences because of a disability, but they are not withdrawing from their studies at the University, they should apply using the procedure set out in clause 4 of this policy.

7 Due process of law

In most cases, where the University is seeking to terminate the Residence Contract, the University will not be able to recover possession of the accommodation unless it has first obtained a court order authorising it to do so.

8 Keys

“Keys” includes cards, fobs and other access devices to individual rooms, flats and residences.

When students move out of their accommodation, they should return their keys in an envelope, clearly marked with their name and address, to their Customer Reception. If there is nobody on duty at the time, the envelope should be put in the box provided at Customer Reception for that purpose.

Students who keep their keys beyond the agreed release date will be liable to pay residence charge until the keys are handed in.

Students who hand in their keys on or before the agreed release date will be liable to pay residence charge until the agreed release date.

Students who hand in their keys without having formally agreed a release date will continue to be charged until the end of the billing period if withdrawing from University (see clause 5 of this policy and see billing dates below until the end of the period of residence if not withdrawing from University (see clause 6 of this policy) or, if earlier, until a formally agreed release date.

Billing Periods

Contract length	Term 1 – Billed to	Term 2 – Billed to	Term 3 Billed to
52 Week family contract	23 December 2009	26 April 2010	31 July 2010

17/02/2009

Hatch Legal