

Under 18 Accommodation Policy

4 July 2023

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Document Reviewers

Name	Role	Policy Responsibility
M Goodwin	Group Chief Operating Officer	Accountable
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Relevant Documents

Policy
Health and Safety Policy and Procedures 2015 Safeguarding and Prevent Policy (including Child Protection) September 2022
Legislation and Government Guidance

Approved by:	Signature	Date
ONCAMPUS SLT	M Goodwin	4 th July 2023

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1. **Scope**

1.1 This policy applies to all persons housed under the age of 18, the persons with parental responsibility for them, guarantors, CEG staff and accommodation contractors who come into contact with under 18s.

1.2 This policy will not apply to students once they reach their 18th birthday. This policy does not apply to students who are under 18 when they apply but reach the age of 18 before the date of enrolment.

1.3 References in this policy to a "Child" are to any person under the age of 18. The fact that a child has reached 16 or 17 years of age, is living independently or is in Further/Higher Education does not change their status for the purpose of this policy and procedure.

1.4 References in this policy to a "Parent" include guardians or other responsible adult nominated by the parent or guardian as representing the student's interests whilst the student is studying with ONCAMPUS.

1.5 References in this policy to "Students" are to students to whom this policy applies (i.e. under 18's), unless stated to the contrary.

2. **Objective**

2.1

The policy aims to set out what accommodation provision under 18s and their parents or guardians can expect from **ONCAMPUS**, and what **ONCAMPUS** expects in return. It sets out the **ONCAMPUS** approach to allocations, welfare, financial arrangements and a number of other important matters.

3. Expectations of Students and Parents/Guardian(s)

3.1 In the Offer Pack, the Parent/Legal Guardian is required to sign a Declaration of Consent. The parent/guardian(s):

- agrees to complete the accommodation booking process to ensure the child has accommodation secured BEFORE their arrival to their country of study.
- confirms that they understand and agree that failure to follow the **ONCAMPUS** Accommodation Policy may result in additional costs in finding appropriate temporary accommodation and/or the child either not being allowed to start or being withdrawn from their programme of study.
- declares their acceptance that **ONCAMPUS** will not act in loco parentis (act in place of, or as, a parent).
- Confirm they understand that it is a requirement of their child's study application that they live in **ONCAMPUS** approved accommodation, unless agreed otherwise in exceptional circumstances.

Refer to Appendix 1 for an example of the Parent/Legal Guardian Declaration form.

Refer to Appendix 2 for Alternative Living Request Process and Alternative Accommodation Request Letter (Template)

3.2 Students and their families should bear in mind that higher education places of study are adult environments. Students are expected to behave like adults and to assume adult levels of responsibility. Students are expected to have the necessary skills to study and live independently alongside people from a wide variety of backgrounds. **ONCAMPUS** accommodation is offered on the understanding that the student will be able to adapt to living away from home and to be able to look after themselves in all practical matters.

3.3 All students entering **ONCAMPUS** are expected to demonstrate appropriate and responsible behaviour in accordance with our Disciplinary Policy (Appendix 3). If you are a student aged under 18 and you accept a place in our accommodation, you are agreeing to abide by the terms of this policy. You should note that you will be offered the same terms, conditions and pricing as those offered to over 18s. Note that many of the points set out in this policy apply equally to students over 18.

4. Accommodation Contracts

4.1 All parents (including adoptive parents) have a legal duty to financially support their child, whether they have parental responsibility or not. **ONCAMPUS** requires a parent or responsible person over the age of 18 to act as guarantor and sign the License Agreement.

This means that the guarantor has a contractual duty to **ONCAMPUS** to meet the student's financial obligations under the License Agreement that arise before the student reaches the age of 18. The guarantor does not have to be someone with parental responsibility. This applies across the UK, EU and US.

4.2 Under English law, a person under the age of 18 is unable to enter into a legally binding contract. **ONCAMPUS** will therefore be unable to accept a person under the age of 18 if they are unable to provide a guarantor. The student and guarantor will enter into a license agreement for their accommodation. Similar provisions will apply for our other Centres not in England.

4.3 It is in the guarantor's own interests to make sure that the student understands the terms of the License Agreement and that the student is willing to comply. The guarantor must satisfy themselves that they are willing to undertake all the student's financial responsibilities in the License Agreement. **ONCAMPUS** will provide the student and the responsible adult with details of how to complete all formal documentation. It is the responsible adult's responsibility to ensure that the student complies with all applicable deadlines for returning documentation and making payment.

5. Disability

5.1 Where a student has a declared disability that requires reasonable adjustments, **ONCAMPUS** contacts the student in good time before they arrive to discuss and agree their needs.

6. Student Health

6.1 As **ONCAMPUS** does not take parental responsibility for students who are under 18, it cannot consent to non-emergency medical treatment on a student's behalf. Consent will have to be given by the student themselves, or a person with parental responsibility.

However, by signing the Parent/Legal Guardian Declaration of Consent (Offer Pack), the parent/guardian(s) agree that **ONCAMPUS** will authorise emergency medical treatment for the student if the student is unable to give consent and/or it is not possible to contact a Parent.

6.2 **ONCAMPUS** will only contact the Parent to speak about a student's behaviour or health if the centre team believe the student is at risk and contacting the Parent will reduce that risk. If a student is unable to take care of themselves **ONCAMPUS** is likely to contact the Parent but will try and take the student's wishes into account where practicable.

6.3 Students and (where applicable) their responsible adults are responsible for managing the student's medication and health. Students are required to administer their own medication. Accommodation teams will not administer medication, supervise the taking of medicine or provide nursing care to students who are unwell. During induction students receive information about local medical facilities. If **ONCAMPUS** becomes aware that a student is unwell in a way that may need treatment, **ONCAMPUS** will provide the student with further details of where to obtain treatment or advice. Accommodation staff will

contact the emergency services if they become aware of a critical incident where further assistance is required.

6.4 If a student is unwell, it will be for the Parent and the student to decide whether the student should live elsewhere until they are better. If the student remains in their accommodation whilst they are unable to take care of themselves, **ONCAMPUS** will not accept responsibility for the student's care. In such circumstances **ONCAMPUS** may advise the student to return home.

6.5 If a student is seriously ill and is admitted to hospital the hospital will normally contact the next of kin. **ONCAMPUS** will normally contact the Parent in these cases.

6.6 If an accommodation provider has to invoke its communicable diseases procedure in a property where a student under the age of 18 is living, **ONCAMPUS** will contact the Parent.

6.7 All students will be given an appropriate emergency phone number from where they can summon assistance in an emergency.

7. Safety and security

7.1 The accommodation providers confirm that all contractors (eg attending to carry out repairs) and accommodation staff will carry personal identification and will present it on request. They will only visit during normal working hours, except in an emergency situation. If a student is unsure about whether to allow someone to have access to their room or flat, they should ring reception before allowing access. The accommodation buildings are not open to the public.

7.2 Staff are trained in procedures for reporting concerns they may have about the welfare of an under 18 student.

7.3 Access to buildings and rooms is by a key, fob or code system.

7.4 The accommodation providers have the appropriate training and disciplinary policies in place which make clear that personal relations between accommodation staff and students under the age of 18 are strictly prohibited.

8. ONCAMPUS responsibilities to students under the age of 18 years with regard to accommodation

8.1 ONCAMPUS will:

8.1.1 Offer accommodation to all students who are under 18 at the course start date.

8.1.2 Give priority choice of accommodation to under 18s. **ONCAMPUS** strongly advise all students to book accommodation as soon as possible.

8.1.3 Where possible allocate students in ensuite rooms rather than standard rooms.

8.1.4 Endeavour to keep separate students who are under 18 years of age with those who are over 18.

8.1.5 Send documentation, including a Licence Agreement, to the student and guarantor that is required to be accepted/signed and returned to the Livein Team by the guarantor before the Confirmation of Acceptance of Studies (CAS) is released.

8.1.6 Promptly inform the guarantor if we become aware that the student:

- has missed paying one instalment of rent;
- is in serious or persistent breach of their License (accommodation) Agreement.

The student's consent is not required for disclosure of this information, because it directly affects the guarantor.

8.1.7 Promptly inform the Parent if accommodation staff inform **ONCAMPUS** staff that they are concerned about the student's health; involvement in an accident.

8.1.8 Authorise emergency medical treatment for the above student if the student is unable to give consent and/or it is not possible to contact a Parent.

8.1.9 Ensure that students are aware of whom to contact in case of difficulties. This includes College Guardians, their centre emergency phone and an accommodation contact number.

8.1.10 Make available information about local amenities.

8.1.11 Take seriously all suspicions and allegations of abuse and respond swiftly and appropriately, following the CEG Safeguarding and Prevent Policy (including Child Protection). This could result in contact with official authorities e.g. police, social services etc.

8.1.12 Take all reasonable measures to ensure that, as far as practicable, current laws and licensing requirements on the consumption of alcohol are complied with at accommodation and centre premises. **ONCAMPUS** operates a policy of zero tolerance towards the use of illegal drugs on the premises of **ONCAMPUS** and our accommodation partners. Any and all uses of illegal drugs on our premises will be subject to our disciplinary procedures and may be referred to the police. The use and supply of drugs may lead to withdrawal and reporting to the visa authorities.

8.2 **ONCAMPUS does not:**

8.2.1 Carry out DBS checks on non-**ONCAMPUS** staff or other students – even where the student(s) is/are over the age of 18. Students under the age of 18 will not share their sleeping accommodation with another person. They will share living accommodation and kitchens with other students.

- 8.2.2 Monitor how the student spends their leisure time or manages their finances. Students are free to come and go without needing to inform a member of staff. **ONCAMPUS** will not check up on a student to make sure they return to their accommodation every evening. The student does not need to ask **ONCAMPUS**'s permission if they wish to go away for a few days.
- 8.2.3 **ONCAMPUS** does not carry out a risk assessment of an activity that has not been organised by **ONCAMPUS**.
- 8.2.4 Regulate or monitor computer use and accepts no responsibility for students viewing inappropriate material. Guidance on safe usage is available.
- 8.2.5 Check who visits the student. If the student receives visitors who are not welcome, the student should contact their Accommodation Manager for advice.
- 8.2.6 Accept liability for injury, loss or damage for visitors to the accommodation unless it is due to **ONCAMPUS** negligence or where, by law, the liability cannot be excluded. If a visitor brings children to the property, the visitor remains primarily responsible for those children whilst they are on site.

9 Student responsibilities to **ONCAMPUS**:

Students will be expected to:

- 9.1 Abide by the requirements of this policy.
- 9.2 Provide ID, including proof of age, when requested to do so by **ONCAMPUS** staff, the accommodation or university teams
- 9.3 Enter into a standard-form License Agreement and abide by the terms and conditions
- 9.4 Provide the name and address of a Parent who will be the **ONCAMPUS** centre's point of contact for notification. This will be the Parent mentioned on the student's application form unless the student notifies the **ONCAMPUS** team otherwise. **ONCAMPUS** will not accept liability for any problem which arises because the guarantor or Parent has failed to provide up-to-date contact information.
- 9.5 Pay for the use of their room, and for any damage they cause. They are liable to pay for cleaning the room, if cleaning is necessary. The guarantor will be liable for rent and all other charges due under the license agreement if the student does not pay them. This may include a collective charge if damage is caused to shared parts of the flat or building. Students are expected to behave with consideration for others. If students cause a nuisance or disruption, take things from shared kitchens that do not belong to them, smoke in non-smoking areas or breach the terms of their License Agreement in any serious or persistent way, **ONCAMPUS** may ask the student to leave

their accommodation. If the student will not agree to leave, **ONCAMPUS** may apply to the court for an order authorising the student's eviction. **ONCAMPUS** would notify the guarantor before things got to that stage.

Appendix 1 NB Copy of UK Example taken from current Offer Pack

Parental/Legal Guardian Declaration of Consent: Under 18 Welfare & Accommodation Declaration Form (as included in Offer Pack)

This is a three page document and requires BOTH parents or legal guardians to sign all three pages before your child can join the course. If that is not possible, please provide an explanation where requested on page 15 and also include the contact details of the parent/legal guardian.

ONCAMPUS and its partner Universities are committed to providing a safe and secure environment for all students. We have a particular responsibility to students aged under 18. Our care and commitment to under 18 students recognises that under British law, anyone under the age of 18 is considered a child. British Universities treat all students as independent and mature individuals and students under 18 will also be treated the same. As a parent or legal guardian you should be aware that the majority of university facilities are intended for use by adults (aged 18 and over). Therefore you must accept responsibility for this and ensure that your child understands and complies with arrangements for younger students.

Accommodation

All students under 18 years old at the course start date, MUST live in **ONCAMPUS** approved accommodation. Please make sure you have read and understood the [ONCAMPUS Accommodation Policy](#). **ONCAMPUS** acquires rooms at reputable residences, close to the centre, to ensure students have a safe and secure environment in which to live and study. Whilst **ONCAMPUS** does carefully select residences for our under 18 students to ensure they are grouped and housed together, it is possible that students over 18 (adults) may also choose to live in these residences. Further, students will need to travel between their accommodation and the **ONCAMPUS** centre unsupervised

Accommodation options are available on our website, [click here for link](#), there is also the option to download and view our Accommodation Guide. If you have any issues with this, please contact the Livein team where a member of our team will be able to assist you. Once you have chosen your preferred residence(s), please complete the accommodation preference form. You can find this form in the Accommodation Guide.

Please note that **ONCAMPUS** does not provide 24-hour supervision throughout the day at the **ONCAMPUS** centre or at the weekends in the student accommodation. **ONCAMPUS** recognises the need for additional support for minors and we take our duty of care extremely seriously. There is a 24 hour emergency helpline that students can call, if staff assistance is required. Further information on these services and the under 18's-supplement fee payable can be found on our website (<https://www.uncampus.global/about-us.htm>).

Arrival Information

All international students receive a pre-arrival handbook with essential information about the centre and course. It also includes a taxi transfer form asking for arrival details. It is

essential that you complete this form for any student aged under 18, so we can arrange for them to be met on arrival in the country of study and transferred to their accommodation.

Signed: **Print Name:**

Relation to the Student: **Date:**

Signed: **Print Name:**

Relation to the Student: **Date:**

Parental/Legal Guardian Declaration of Consent: Under 18 Welfare & Accommodation Declaration Form

Medical Declaration

It is essential that you inform us about any health or medical (being physical and mental health) condition, special educational need or disability that your child has, whether long-term or short-term. The welfare and safety of your child is our highest priority and providing this information will enable us to fully support her/him.

Does your child have any of the following? (please tick)

Medical conditions Yes No

Disabilities (including physical or specific learning difficulties such as Dyslexia, Dyspraxia or Dyscalculia) Yes No

Allergies Yes No

Special Requirements (e.g. diet, access etc) Yes No

If yes to any of the above, please give details:

In line with data protection regulations, we are required to obtain consent to process 'special category' medical data. You have the right to withdraw your consent at any time by emailing the **ONCAMPUS** Data Protection Officer on DPO@ceg-uk.com.

I give my consent for the processing of medical data on behalf of my child and for this to be shared with **ONCAMPUS** welfare staff, College Guardians and the partnered university where appropriate.

Print Name

Print Name

Relationship to Student

Relationship to Student

Home Address

Home Address

Town

Town

Postcode

Postcode

Country

Country

Email

Email

Phone Number

Phone Number

Signed

Signed

Date

Date

Parental / Legal Guardian Declaration of Consent

I have read and understood the information contained on the **ONCAMPUS** website and within this document and agree to accept the welfare and accommodation provisions put in place for my child by **ONCAMPUS**. I agree to take responsibility as follows:

- I give consent for my child to obtain the required visa for study (where relevant).
- I give consent for my child to travel and live independently.
- I understand it is a requirement of my child's study application that they live in **ONCAMPUS** approved accommodation, unless agreed otherwise (in exceptional circumstances).
- I agree to complete the accommodation booking process to ensure my child has accommodation secured BEFORE their arrival to their country of study.
- I will discuss the Under 18 Accommodation Policy with my child. I understand and agree that failure to follow the **ONCAMPUS** Accommodation Policy may result in additional costs in finding appropriate temporary accommodation and/or my child either not being allowed to start or being withdrawn from their programme of study.
- I agree to pay the under 18's-supplement fee and to make such payment when due.
- I consent to my child participating in all trips and activities on or off the **ONCAMPUS** premises and fully understand that students aged 18 and over will attend with that younger group.
- I confirm that any information I have provided about my child is accurate, complete, and up to date.
- I have advised my child that the **ONCAMPUS** centres are an adult learning environment with the expectation that all students act responsibly and appropriately.
- I have advised my child that they may not enter licensed premises while under the age of 18; and

- I will ensure that I put in place appropriate safeguards, to take effect as from the Expiry Date (as defined below), to ensure my child’s safety and well-being.

I accept that ONCAMPUS will:

- not act in loco parentis (act in place of, or as, a parent), should the above-named student be enrolled at ONCAMPUS.
- authorise emergency medical treatment for the above student if the student is unable to give consent and/or it is not possible to contact a parent or guardian.
- keep this Consent in force until the student’s 18th birthday; and
- have limited responsibility towards or in relation to your child once one of the following occurs, whichever is sooner: they turn 18 years old; they end their programme of study with ONCAMPUS (however that may occur); the expiry of their course end date (“Expiry Date”). Beyond the Expiry Date, depending on what your child does, ONCAMPUS shall have limited safeguarding or other responsibilities towards them, which will cease if they leave the UK.

This form must be completed and signed by BOTH PARENTS. If that is not possible, please provide an explanation and also include contact details of the parent/legal guardian.

Please note you MUST submit this form as part of your UK visa application and carry it when travelling to the UK.

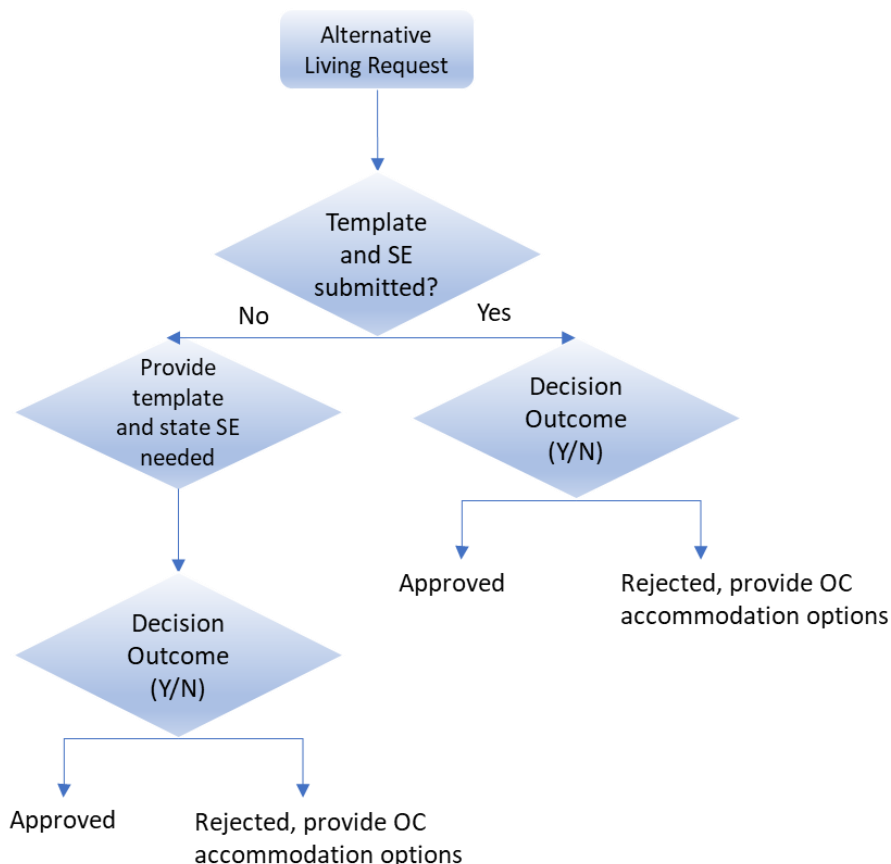
**Signed: Print Name: Relation to the Student:
..... Date:**

**Signed: Print Name: Relation to the Student:
..... Date:**

Please return this completed form to admissions@oncampus.global

Appendix 2 Alternative Living Request Process

SE = Supporting Evidence



Alternative Accommodation Request Letter (Template)

Student's Home Address:

Date:

LETTER OF CONSENT FOR **INSERT STUDENT NAME (INSERT STUDENT REFERENCE NUMBER)** TO LIVE OUTSIDE OF **ONCAMPUS** APPROVED ACCOMMODATION

We the parents/legal guardians of **INSERT STUDENT NAME** hereby give our consent for our child, **INSERT STUDENT NAME**, to live with **INSERT RESPONSIBLE ADULT**, at **INSERT ADDRESS** for the duration of their studies with **ONCAMPUS**.

We enclose a copy of **INSERT RESPONSIBLE ADULT's** passport and proof of UK living address, for your records.

We understand that **INSERT RESPONSIBLE ADULT** will be the sole and immediate contact person, acting loco parentis (having the responsibility of a parent) for **INSERT STUDENT'S NAME**. We have informed **INSERT RESPONSIBLE ADULT** that they must both (i) liaise with and contact **ONCAMPUS** in the event there is any issue with **INSERT STUDENT'S NAME**; and (ii) promptly respond to **ONCAMPUS** in the event **ONCAMPUS** does or wishes to contact them.

As the parents/legal guardian of **INSERT STUDENT NAME**, we take full responsibility for this living arrangement during their study time at **ONCAMPUS**. We understand that **ONCAMPUS** has recommended student accommodation for our child to reside in during their studies. We also confirm that suitable travel arrangements are in place for them to reach the address listed above safely and on time for lessons, during their entire study period.

We understand that the Under 18 supplement is mandatory and that our child will continue to benefit from the bespoke support which this package provides.

We understand that if there is any intended change to the above living arrangement during their study period with **ONCAMPUS**, we will immediately inform the Centre Welfare Team of such and understand and agree that a new approval process must be undertaken, prior to such change happening.

Contact details of INSERT RESPONSIBLE ADULT:

Email Address:

Phone Number:

Relationship to the student:

Kind Regards,

Hand signed signature

Hand signed signature

Print Name:

Print Name:.....

Relationship: PARENT 1

Relationship: PARENT 2

Passport Number:

Passport Number:.....

Home Address:

Home Address:.....

Town:

Town:

Postcode:

Postcode:.....

.
Country:

Country:.....

Email:

Email:.....

Phone Number:

Phone Number:.....

.
Date:

Date:.....

Appendix 3 Disciplinary Policy

This Policy will normally be applied in respect of alleged misconduct which occurs while the student is on **ONCAMPUS** premises, the university campus or accommodation, or engaged in any FoundationCampus activity. For issues that occur on the wider university campus or in university accommodation, the university's policies may take precedence. Therefore students are advised to familiarise themselves with the University's disciplinary policies.

ONCAMPUS reserves the right to take disciplinary action against any student in respect of any misconduct, wherever it may have taken place, if that misconduct:

- **damages the good name of ONCAMPUS;**
- **raises questions about a student's suitability for a particular course or whether a student should remain a member of ONCAMPUS because s/he poses a danger or disruption;**
- **is considered a criminal offence.**

Definition of Misconduct

Students are expected to behave respectfully towards **ONCAMPUS** and university staff, students and property at all times, whether on campus or elsewhere. Examples of misconduct may include:

Property/damage

- Action likely to cause injury or affect safety on **ONCAMPUS** premises including tampering with fire-safety equipment and alcohol/drug misuse;
- Behaving in a manner that causes others to believe that danger, disruption or damage to property is likely;
- Non-accidental damage to, defacement, misuse or theft of **ONCAMPUS** property or the property of other members of **ONCAMPUS**;
- Misuse or unauthorised use of the premises or items of property, including computers;
- Entering areas of the campus that are not open for academic and student activity, unless invited to do so by a member of staff;

People, harassment, bullying

- Harassment of any student, member of staff, any third party or visitors to **ONCAMPUS**;
- Violent, indecent, disorderly, aggressive, threatening or offensive behaviour or language, including on social networking sites;
- Distributing or publishing material of any nature which is threatening, abusive, insulting, obscene, offensive or constitutes harassment, is illegal or makes others fear violence;
- Making defamatory and/or false claims about other students or staff which are not substantiated and where there is reason to believe they are malicious;
- Deliberate disclosure of confidential information to unauthorised people; failure to adhere to intellectual property rights and/or breach of copyright;

Fraud, deception

- Assessment/examination offences, including but not limited to, theft, falsification, impersonation, bribery, submission of work purchased from commercial sources, advertising services which promote academic dishonesty;

- Fraud, deceit, deception, misrepresentation, bribery, falsification of records or dishonesty in relation to ONCAMPUS, the university, its staff or students;

Legal, regulatory

- In the case of International Students, breach of the terms of any visa or failure to comply with the requirements of the UK immigration authorities (UKVI);
- Breach of any attendance requirements (see also Attendance Policy);
- Criminal offences that:
 - a. occur on ONCAMPUS or partner premises;
 - b. affect any student, member of staff or agent, of the University;
 - c. damage or may damage the good name of the University;
 - d. raise questions about a student's suitability for a particular course or whether a student should remain a member of the ONCAMPUS /University community because s/he poses a disruption or danger to others

Note: Carrying weapons is a criminal offence and reportable to the police.

- Failure to declare a relevant criminal conviction incurred while enrolled as a student;

General

- Behaviour which brings or may bring the ONCAMPUS into disrepute, irrespective of where the behaviour took place;
- Failure to comply with the reasonable instruction of any member of ONCAMPUS staff in the course of his/her duties, including failure to disclose personal identification details;
- Activity which is intended to or has the effect of inciting or enticing, or aiding or abetting another student in the breach of any ONCAMPUS rules.

Criminal Offences

The following procedures apply where the alleged misconduct would also constitute an offence under the criminal law if proved in a court of law:

- Where the alleged offence under the criminal law is considered to be not serious, action under this Policy may continue but such action may be deferred pending any police investigation or prosecution.
- In the case of all other alleged offences under the criminal law, no action (other than suspension) will normally be taken under this Policy unless the matter has been reported to the police and either prosecuted or a decision not to prosecute has been taken, at which time the Centre Head/Director may decide whether disciplinary action should be taken.
- ONCAMPUS has the right to report any criminal matter to the police and there are certain alleged crimes that we may be duty bound to report. However, if a person claims to be the victim of a serious offence committed by a student, but does not wish the police to be involved, the Centre Head/Director may agree not to report the matter to the police. In such circumstances ONCAMPUS will not normally proceed with internal disciplinary measures for the serious offence, although it may take disciplinary action over other related offences.

- Where a student has been found guilty of a criminal offence, the penalty shall be taken into consideration in determining the sanction under this Policy.
- ONCAMPUS retains the right to pursue action under the disciplinary procedures in cases of criminal behaviour that are not progressed by the police.
- There may be occasions when a Centre Head/Director is required to involve the police for the safety and security of the students on campus.

Disciplinary Procedure

Any member of **ONCAMPUS** or University partner staff may advise or give an informal verbal warning to a student about his/her behaviour and may, in urgent situations where it is necessary to protect the safety of others, take action to partially exclude the student pending formal investigation. In these circumstances, the Centre Head/Director must be informed immediately of the action taken.

Allegations of misconduct under this Policy should be submitted in writing to the Centre Head/Director. Further enquiries may need to be carried out. The Centre Head/Director shall, with regard to the seriousness of the incident, deal with the matter within the following framework to support students through the Disciplinary Procedure:

1. **Informal Verbal Warning**
2. **Informal Written Warning**
3. **Formal Written Warning**
4. **Withdrawal Notice**

1. Informal Verbal Warning

Incidents such as classroom disruption may be dealt with by the member of staff responsible for the session at the time that the disruption occurs. Tutors may give an informal verbal warning to a student about his/her conduct or remove the student(s) from the classroom for the rest of the session. In cases of serious or repeated misconduct in the classroom, tutors may refer the matter to the Deputy Centre Head (or nominee such as Programme Head) who may take the issue to the next level.

Disruption outside of the classroom may be dealt with by any member of **ONCAMPUS** staff (or university staff) at the time and reported to the appropriate person (e.g. Personal Tutor).

Details of the verbal warning may be placed on the student's records. If the alleged offence, if proven, is likely to incur a penalty or penalties more severe than a written warning, the matter will be referred to the Centre Head/Director.

2. Informal Written Warning

Where it is found that there has been a case of misconduct, but that the misconduct is minor or there are other mitigating factors, **ONCAMPUS** may arrange for the student to attend an informal meeting, with an appropriate member of staff. The outcome of the meeting will be recorded in a warning letter, and the student may be required to sign an agreement of future good behaviour or to agree an Action Plan. It will be made clear that failure to stick to the agreement may lead to formal action. The letter and the agreement will be placed on the student's records and may be

copied to the student's representative or agent for information and support. However it may only be referred to if there are further concerns about the student's behaviour. Action plans will be reviewed at regular points, in discussion with the student.

3. Formal Final Written Warning (and threat of Withdrawal)

Where the alleged offence, if proven, is likely to incur a penalty or penalties up to and including a final written warning the matter will normally be referred to the Centre Head/Director, who will conduct a disciplinary interview with the student at which s/he will determine whether the allegation is proved, and, if so, what penalty should be imposed. This may include a threat of withdrawal from the programme and centre, and notification to the student's representative or agent for support.

4. Withdrawal Notice

In cases where the student's conduct is proven to be in breach of the behaviours outlined in the **ONCAMPUS** Disciplinary Policy and all efforts to engage the student in changing their behaviour have failed, the Centre Head/Director has the right to withdraw the student from the centre and notify the relevant authorities, including the University Partner, the student's agent/representative, parents and, if relevant, the UK immigration authorities. **ONCAMPUS** reserves the right not to refund fees or deposits to students who have been withdrawn in Disciplinary cases.

Appeals

Should the student wish to appeal against any of the decisions made, at any level of the disciplinary procedure, they may use the **ONCAMPUS Complaints Policy and Procedure** which offers a range of levels to address the student's concerns, according to the nature of the complaint.

Appendix 4

ONCAMPUS Residential Licence Agreement

This is a legal document and it is important that you (and any guarantor) read and understand the terms of this licence agreement. If you are unsure of what you are being asked to sign, please seek legal advice before you sign.

This fixed term licence agreement is made between:

- (1) [INSERT OCCUPIER NAME] [INSERT OCCUPIER ID] (“you” or “your” or “yourself”);
- (2) [INSERT GUARANTOR NAME IF OCCUPER IS UNDER 18] [INSERT GUARANTOR ID];

AND

- (3) CEG UFP Limited (registered number 06355631) whose registered office is at 51-53 Hills Road, Cambridge, United Kingdom, CB2 1NT (“us” or “we” or “our” or “licensor”).

AND IS MADE IN RELATION TO:

[INSERT RESIDENCE NAME & ADDRESS]

[INSERT ACCOMMODATION TYPE]

[INSERT SHOWER ROOM FACILITIES]

[INSERT KITCHEN FACILITIES]

1. Period of Residential Licence Agreement

This agreement grants the occupier named above a fixed term licence to occupy the accommodation as licensee only for the period starting on [] and ending on [].

2. Payment of Accommodation Fees

[INSERT]

3. Definitions

When we use certain terms in this agreement, they have the meaning set out below:

‘**accommodation**’ means the bedroom in the building allocated to you, together with shared use of the common parts of the residence or building, or any other residential accommodation which we may allocate to you during the licence period.

‘**accommodation fees**’ means the fees we will charge you for the accommodation.

‘**agreement**’ means this residential licence agreement.

'authorised staff member' means either: the staff of the accommodation provider who are on site at the accommodation and/or who are responsible for the management of the residence; or our staff member, as applicable.

'contents' means the furnishings, fixtures, fittings and equipment in the accommodation.

'common parts' means the parts of the residence which are necessary for the purpose of gaining access to and from the residence, and to which others have rights of access.

'guarantor' means the responsible adult liable for accommodation fees and ensuring your compliance with this agreement if you are under 18 years old when this agreement commences.

'licence period' means the period granted by this agreement starting and ending on the dates stated in this agreement.

'residence' means the residence or building within which is situated the accommodation, as indicated in this agreement.

'refund deposit form' means the document that you are required to complete and return to us in order to request the transfer of your damage deposit funds.

'shared facilities' means any shared facility such as kitchen, bathroom, common or any other room.

'service media' means the central heating and hot water systems, electrical services for power and lighting, drainage and water services and any data or telecom services provided.

4. This Agreement

- a) This agreement is conditional on you enrolling on a study course and being classed as or having the status of a full time student.**
- b) In return for you paying us the accommodation fees, we agree to grant to you, and you agree to accept, a licence of the accommodation on the terms of this agreement in common with us and all others authorised by us (so far as is not inconsistent with the rights granted to you under this agreement).**
- c) This agreement will be effective during the licence period listed in section 1.**
- d) For the duration of this agreement, you may share and use the common parts, shared facilities and external areas with other licensees and occupiers of the residence.**
- e) You will occupy the accommodation as a licensee only and no relationship of landlord and tenant is created between you and us by this agreement or otherwise.**
- f) For the duration of this agreement, we will retain all control, possession and management of the accommodation and you shall have no right to exclude us from the accommodation.**

- g) We reserve the right at any time during the licence period to require you to transfer to alternative accommodation (which may be in a hotel), in the event it is necessary to do so. We will use our reasonable efforts, where practicable, to move you to accommodation of an equivalent or higher type than that which you were allocated immediately prior to the move.**

5. Accommodation fees

- a) You will be liable for the accommodation fees due in respect of the accommodation allocated to you during the licence period.**
- b) All accommodation fees and any other costs payable under this agreement are to be paid to our main office in advance via the payment methods listed in our booking instruction.**
- c) If you fail to pay, on reasonable request, any outstanding accommodation fees or costs owed under this agreement, we reserve the right to promptly terminate this agreement.**
- d) If we need to, we may pass your details on to an appointed debt recovery agent for recovery of any debt.**
- e) You will be liable for any administrative or other charges arising from the processing of your payments to us, if they are not paid when due.**

6. Deposit

- a) You agree to pay the £250 damage deposit stated on our invoice to you for the accommodation fees, on the signing of this agreement.**
- b) Payment of this damage deposit does not entitle you to withhold or delay payment of any other sum due under this agreement.**
- c) The damage deposit is to be held to secure your compliance with your obligations under this agreement, especially to cover any damage to the accommodation or residence by you, your visitors or guests. This does not affect any other rights or remedies that we may have if you do not comply with this agreement. If at any time during the licence period, we have to draw upon the damage deposit in accordance with this section 6, then you will immediately make such additional payment as is necessary to restore the full amount of the damage deposit held by us.**
- d) We reserve the right to deduct from the damage deposit any sums due to us and any reasonable costs incurred by us as a result of any breach by you of this agreement or any of your visitors or guests and any bank charges incurred as a result of the deduction.**
- e) Such deductions may include, but are not limited to, costs in respect of cleaning and/or repair to any damage caused to the residence and its contents and any reasonable associated administrative charges, fire alarm fines, and any other reasonable costs or charges outstanding at termination of this agreement.**
- f) Upon request (via the refund deposit form), we will aim to refund within twenty-eight days of the termination of this agreement (however that happens) to refund the damage deposit to you, by refunding the amount due back by Bank transfer, less any transaction charges deducted by the sending or receiving banks. You must submit details of the return bank account in the relevant section of the refund deposit form to facilitate such refund.**
- g) If you don't give us the information we need in order to refund any damage deposit due,**

despite us making reasonable efforts to refund the damage deposit to you or if the damage deposit remains unclaimed 6 calendar months after the date of termination of this agreement, the funds will be retained by us and you agree you will no longer have any right to make a claim against us for these funds.

- h) You will be charged any costs due to us in connection with this agreement which remain outstanding on termination of this agreement and, if applicable, after full deduction from the damage deposit in accordance with section 6(d).**
- i) If we transfer our interest in the residence to another third party, we will procure that the other third party agrees in writing with you to observe the provisions of this section 6 before the damage deposit is also transferred to that other party.**
- j) The damage deposit is acknowledged as belonging to you, subject to the provisions of this agreement.**

7. Conditions of Occupation

You agree to accept and observe the following conditions which are designed to:

- a) ensure that your welfare and the welfare of other residents, any staff and members of the local community are safeguarded and protected;**
- b) aid our provider's ability to effectively manage the residence and building.**

7.1 Fire Alarms

You agree:

- a) to read and obey the fire regulations displayed around and which apply to the residence;**
- b) to be familiar with the evacuation procedures as instructed by the authorised staff member;**
- c) not to burn candles or incense (or have any naked flame) anywhere within the residence;**
- d) not to obstruct, block, interfere with or misuse any fire doors or fire escape routes;**
- e) not to remove, damage, or interfere with any fire prevention, fire detection, fire-fighting equipment, CCTV notices or any such items provided to ensure the safety of residents (including window restrictors). You are reminded that it is a criminal offence to tamper with any such items;**
- f) to observe any conditions in the fire regulations which are designed to prevent false alarms;**
- g) that if an authorised staff member reasonably believes that you have neglected to follow the conditions specified in this section 7.1, you will be liable to pay the fines stated within the fire regulations within 14 days of such request.**

7.2 Health & Safety

You agree:

- a) **not to behave in a manner which places you, or any other resident or individual, in danger or endangers any other person and to take reasonable care for your health and safety and the health and safety of any other person who may be affected by your actions or lack of action(s);**
- b) **to co-operate with us and the authorised staff members in complying with the Health and Safety legislation;**
- c) **not to, intentionally or recklessly, interfere with or misuse anything provided in the residence in the interests of health, safety or welfare;**
- d) **to only enter and exit the building through the designated entrances and exits. Service doors and windows will not be used at any time unless they are designated fire escapes and then shall only be used in cases of Fire or other emergency circumstances.**

7.3 Behaviour

You agree:

- a) **that you will conduct yourself in a manner which does not disrupt or interfere with the peaceful residency of other users, occupiers or members of the local community or to cause them or others nuisance or annoyance whether or not through the consumption of alcohol, drugs or otherwise.**
- b) **that you are aware that purchasing or providing alcohol to a person who is not yet 18 years old (and therefore classed as a child in the UK) is illegal, regardless of whether you were aware that they were not yet 18 years old.**
- c) **not to do anything in the residence which is illegal or immoral or use the residence for any illegal purpose.**
- d) **not to hang on the outside or the inside of the residence, walls or window, any flowerbox, flower pot or similar object or any clothes or other articles.**
- e) **not to leave the entrance doors of the residence open or change any of the locks of the residence or have any duplicate keys made.**
- f) **not to commit any form of threat or harassment to others nor commit any act which causes physical harm to others.**
- g) **that you will not cause any nuisance, noise or vibration which, if made within the accommodation or residence, can be heard outside the accommodation or residence or**

which disturbs other occupiers at the residence or occupiers of adjacent premises. You will reduce the noise level coming from the accommodation immediately when requested to do so by an authorised staff member.

- h) that you will not bring or allow any animal, bird, insect, reptile into the accommodation or residence.**
- i) to cook only in the kitchen and never leave any item in any form of cooking appliance unattended.**
- j) to purchase a television license for your individual room, if you wish to watch television in your room. It is your responsibility to ensure that you obtain a valid licence from the appropriate authority.**
- k) to observe any reasonable rules which the authorised staff members at the residence may issue from time to time which prohibit activities or actions which would cause a breach of the conditions set out in this section 7.3.**

7.4 Residence and the surrounding premises

You agree:

- a) to use the residence carefully so as not to cause damage to the accommodation, residence or contents and to ensure that it remains a pleasant and safe environment for other residents, visitors, staff and guests.**
- b) not to cause damage to property of other residents, visitors, guests, the authorised staff members or members of the local community.**
- c) to take proper precautions to prevent the escape of water from the accommodation/residence.**
- d) not to do anything which may invalidate the insurance of the residence or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.**
- e) to maintain your accommodation in a clean and tidy condition, for the period of this agreement, wear and tear excepted, having particular regard to the common areas which are shared with other occupiers.**
- f) to operate the service media and electrical devices in the residence in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances, which do not belong to us, comply with all relevant standards and regulations.**
- g) to inform an authorised staff member promptly of any item which requires repair or**

replacement.

- h) not to hang, fix or attach any item, including notices, stickers, hooks, posters, other decorative items or pieces of clothing or flags on the interior or exterior of the accommodation or residence or on /out of windows or doors.**
- i) that we accept no responsibility for loss or damage however arising to your personal property.**
- j) it is in your best interests to effect a suitable insurance policy in respect of your personal items kept in the accommodation or residence and you acknowledge that you are fully responsible for protecting and safeguarding your personal property against all risks of loss or damage.**
- k) not to leave the accommodation unoccupied or vacant for any period exceeding two weeks without notification of such and an arrangement having been made with an authorised staff member.**
- l) whenever the room is left unattended, you will fasten securely all deadlocks or other locks and bolts fitted to doors and windows of the accommodation.**
- m) to accept the accommodation and residence as being in good repair and condition and fit for the purposes for which they are used or intended to be used, unless an authorised staff member is informed in writing of any defects in the condition and repair within 48 hours of the start date of the licence period.**
- n) to reimburse us (from the damage deposit or as topped up), on demand for the cost of remedying any damage caused to the residence or any part of the residence by you and/or your visitors; and**
- o) that you do not have exclusive possession of any part of the accommodation or residence.**

7.5 Prohibited Activities, Materials, and Items

You agree not to:

- a) carry out any profession, trade or business whatsoever in the accommodation or the residence.**
- b) use the accommodation or the residence for any improper, immoral or illegal purpose or in any way which may, in the opinion of authorised staff members, be a nuisance, damage or annoyance to authorised staff members or to the other occupiers or occupiers of any adjoining premises.**
- c) bring into or store in the residence firearms, offensive weapons, pyrotechnics (fireworks,**

flares, etc.), candles, hookah pipes, any type of heater or any article, substance or liquid which is of a dangerous combustible nature.

- d) consume anywhere in or bring into the residence or its external areas any form of illegal drugs or substances or related paraphernalia.
- e) use any products related or associated with smoking in the accommodation, residence and surrounding areas and that such products are prohibited (this includes any form of vaping). If there is damage caused by smoking (e.g. nicotine stains, burn marks), you will be expected to make an appropriate payment to cover the cost of any damaged items.
- f) go onto any part of the roof or roof voids, equipment room or cupboards or staff-only areas.
- g) hold any parties in the residence whatsoever or to hold any parties within the communal or external areas without our prior written consent or the prior written consent of an authorised staff member.
- h) erect any external wireless or television aerial or satellite dish.
- i) have water fights of any description or use the internal or external areas of the residence for any recreational activities, e.g. football, rugby, frisbee, cricket, skateboarding, rollerblading, etc.
- j) obstruct any means of access within or without the residence or its external areas.

7.6 Visitors

You agree that:

- a) you will be responsible for escorting your visitors in and out of the building and ensuring that they sign in and out. The right to refuse entry or to ask any visitors to leave the building is at the discretion of the authorised staff member on duty and you shall promptly act in accordance with such.
- b) you will ensure that your visitors are personally supervised by you at all times at the residence and that they do not use residence facilities or remain in any part of the building by themselves at any time.
- c) you will ensure that visitors comply with all obligations placed on you under this agreement, particularly in respect of those conditions regarding fire alarms, health & safety, behaviour, premises and prohibitions and exceptions, and not allow them to commit a breach of these conditions.
- d) you will not have more than 2 visitors at the residence at any one time without previously obtaining written consent from an authorised staff member.

- e) you will not allow any visitor to stay overnight at the accommodation for more than 48 hours, without first obtaining written consent from an authorised staff member. If less than 48 hours, any and all visitors must sign in and out.
- f) you will not have more than one visitor staying overnight at any one time and visitors are not allowed to sleep in common areas or on any floors or pieces of furniture in your room other than the bed or beds in your room.
- g) you will be responsible for ensuring that all of your visitors are aware of and abide by these regulations and you agree to be responsible for all of your visitor's actions or omissions whilst they are on site at the residence. This includes being responsible for any visitor who consumes or brings into the accommodation, residence or its external areas any form of illegal drugs or substances or related paraphernalia.
- h) you will be responsible for any damage or disturbance caused by your visitors and you shall not allow your visitors to leave anything in the residence and you shall not allow third parties to have any mail or parcels delivered to the residence.
- i) not to remove any of the contents of the accommodation or residence.
- j) if you are unsure of whether a specific item is allowed in the accommodation, you will request our written confirmation or the written confirmation of an authorised staff member.
- k) you will respect our right to refuse admission to any non-resident. Any person so excluded will, on entering the premises, be reported to the authorities for trespass. You agree not to invite or allow any person that you know to be so excluded into the residence or accommodation.

7.7 Management of the residence

You agree to:

- a) allow us and the authorised staff members or agents access to all areas of the accommodation at any reasonable time during the licence period on reasonable prior notice (except in the case of an emergency where no notice may be given) to carry out any of the following actions:
 - i. repair or paint the residence.
 - ii. make any structural or other necessary repairs to the residence.
 - iii. examine the state and condition of the residence; or
 - iv. show the accommodation and/or the residence to any prospective occupiers or purchasers.
- b) allow us and the authorised staff members or agents access to all areas of the accommodation without notice:
 - i. if we suspect that you are using illegal substances such as drugs or other substances

- harmful to health including legal highs.**
 - ii. to allow us to check on your welfare if we have information or suspicion that you are at risk and we have not been able to raise you or get an acknowledgement through knocking at your door.**
 - iii. where we are requested to allow access by the Police or other Emergency Services with or without a warrant.**
 - iv. to carry out emergency repairs.**
 - v. for any other reason which in our opinion requires urgent or immediate access to your room.**
- c) register with a local general practitioner to ensure that prompt medical attention is available, if required.**
- d) keep safe any keys issued to you and to report promptly to an authorised staff member if such keys are lost or stolen. A reasonable charge will be payable for replacement keys and locks; and**
- e) not reveal to any non-resident any code numbers which provide entry to the residence or any part of it.**

8. Termination of this agreement by you

Once you have signed and returned this agreement, we will reserve a room in the accommodation and residence and may have to decline other applications to book. This means that the termination of this agreement after it has been signed by all parties will cause us loss.

You may terminate this agreement after it has been signed by all parties in the circumstances set out in sections 9a, 9b, 9c, 9d and 9e below.

If you wish to terminate this agreement in any of these circumstances, you must promptly let us know in writing at livein@oncampus.global.

9. Refund Policy

The consequences of terminating this agreement will depend on when we receive your written notice and the reasons for terminating this agreement:

a) You change your mind before arrival:

- a. You have the right to change your mind within fourteen (14) days (the “cooling off period”), starting from the day after this agreement is signed by all required parties. In this event, all accommodation fees (and damage deposit) will be refunded. No cooling off period applies if you have collected the keys to the room at the accommodation and residence from an authorised staff member. In this case, you will still be required to pay the full accommodation fees under this agreement.**
- b. You may also terminate this agreement by giving us at least fourteen (14) days notice prior to the start of your first term if you decide to withdraw from your course. In this event, all accommodation fees (and damage deposit) will be refunded. You will NOT**

be entitled to any refund if you have collected the keys to the room at the accommodation and residence from an authorised staff member. In this case, you will still be required to pay the full accommodation fees under this agreement.

- b) Your visa is refused - if termination is being requested due to a visa refusal, please provide a copy of the visa refusal letter to livein@oncampus.global within 48 hours of you receiving the letter to be eligible a refund of any accommodation fees and damage deposit paid to date and release from this agreement. You will NOT be eligible for any refund if your visa is refused due to suspected fraud (or deemed unverifiable by UKVI) or where you have ignored our visa advice or requests from UKVI. We reserve the right to retain all accommodation fees and damage deposit paid if you claim asylum either prior to starting your course and/or then withdrawing from your course – this will depend on the circumstances of your specific case.
- c) You defer your studies - if you defer your studies before your course study start date and communicate this to livein@oncampus.global before your course study start date, we will transfer your residential licence agreement to match your new study dates. If you defer your studies after your course study start date, to a later study intake, this will be considered less than fourteen (14) days notice and you will be still be required to pay the full accommodation fees under this agreement. .
- d) You fail to meet the academic requirements for your course - if you have failed to obtain the required qualifications to get into your first choice of University or pathway programme provider, you must provide evidence of this to livein@oncampus.global within 72 hours of the release of your exam results to be eligible for a refund of any accommodation fees and damage deposit paid to date and release from this agreement. If you do not provide evidence within this stated timeframe, you will still be required to pay the full accommodation fees listed in this agreement.
- e) Your course is cancelled by us – if your course is cancelled by us prior to your course study start date and you do not accept any alternative study plan that we offer you, all accommodation fees (and your damage deposit) will be refunded to you

We will aim to return any accommodation fees and damage deposit due to you in accordance with sections 9a to 9e above within twenty eight (28) days of us receiving your valid written notice of termination (and all required supporting information).

Outside of the circumstances stated above, it is not possible to terminate this agreement.

- f) If you wish to leave the accommodation at any time after the commencement but before the expiry of the licence period in any circumstances other than those listed above, you must give us notice of this at livein@oncampus.global. You will be solely responsible for filling the vacancy in the residence created by your departure by finding a suitable

replacement occupier. We may assist with this, where possible. If you find a suitable replacement, you must notify us immediately.

- g) We are under no obligation to accept the replacement occupier. If we do agree on the suitability of the replacement occupier and we agree to terminate this agreement, we will confirm this to you in writing. The termination of this agreement will take effect on the date that the residential licence agreement with the replacement occupier commences (and not with effect from any other date).
- h) If we notify you that you may terminate this agreement in accordance with section 9(g), you will be responsible for all accommodation fees and other charges under this agreement for the period up to and including the date on which the termination takes effect.
- i) We will aim to return to you the damage deposit and any applicable refund due (less appropriate fees) within twenty eight days (28) of receipt of the replacement occupier's damage deposit and accommodation fees for the unexpired term of licence period.

Any notice given pursuant to section 9 will be validly given if it is in writing and given by you to us at livein@oncampus.global

10. Termination of the agreement by us

We may terminate this agreement for the following reasons:

- a) Where you have failed to promptly pay, when due, the accommodation fees or any other charges due to us under this agreement.
- b) If you and/or your visitors did or omitted to do anything placing the health and safety of other residents, staff, agents or neighbours of the residence at risk.
- c) If you and/or your visitors have intentionally, maliciously or recklessly caused damage to the residence, accommodation or contents or made additions/alterations to the residence, accommodation or contents without our permission.
- d) If you or your visitors have used the residence or accommodation for any illegal purpose.
- e) If you have invited or allowed visitors into the residence or accommodation who you know to have been previously excluded under section 5.6(k).
- f) Where you have failed to comply with or have breached any other term of this agreement.

11. Conditions of termination of this agreement

- a) You will promptly give us vacant possession of the accommodation;
- b) You will leave those parts of the residence for which you are responsible in a state of repair and condition consistent with your obligations under the agreement (fair wear and tear excepted);

- c) You will remove all rubbish and leave the accommodation in a clean and tidy condition (fair wear and tear excepted);
- d) You will remove all personal possessions from the residence. We accept no responsibility for anything left at the residence at the end of the agreement and you agree that such items may be removed and destroyed;
- e) We reserve the right to dispose of any items left at the residence by you at the end of the agreement;
- f) Room keys must be handed into the office no later than 10.00am on the termination date. If you do not return your keys, you may be liable, at our discretion or the discretion of an authorised staff member, for the full cost of replacing locks and keys for all areas of the residence to which your keys allow access.
- g) You will remain responsible for all accommodation fees and other charges under this agreement for the licence period (unless our refund policy applies).

12. Guarantor

- a) If you are under 18 at the date of this agreement, a guarantor will be required to sign this agreement and they will be liable for the accommodation fees and any other charges under this agreement. In such cases, or if you are not a signatory to this agreement, instead you will be required to acknowledge and agree the terms of this agreement.
- b) Your guarantor guarantees that you (and in your default, they) will pay the accommodation fees and any other amount due under this agreement and that you will observe and perform all your obligations under this agreement and that if you fail to pay the accommodation fees or other amount due or to observe or perform any of your obligations under this agreement, your guarantor will promptly pay or observe and perform them on request.
- c) The guarantor covenants as principle obligor and as a separate and independent obligation and liability from its obligations and liabilities under this section to indemnify us and keep us indemnified against any failure by you to pay the accommodation fees or other amount due or any failure by you to observe or perform any of your obligations under this agreement.
- d) If you breach this agreement at any time during the licence period, we reserve the right to advise the guarantor of any such breach without prior notice to you.
- e) The liability of the guarantor shall not be reduced, discharged or otherwise adversely affected by:
 - i. any time or indulgence granted by us to you:

- ii. any delay or forbearance by us in enforcing the payment of the accommodation fees or other amount due or the observance or performance of any of your obligations under this agreement or in making any demand in respect of them.
- iii. us exercising any right or remedy against you for any failure to pay the accommodation fees or other amount due or to observe or perform any of your obligations under this agreement.
- iv. us taking any action or refraining from taking any action in connection with the damage deposit: or
- v. you become incapable of managing your affairs or your death.

13. Data Protection

- a) **We will process personal data in accordance with General Data Protection Regulation, the Data Protection Act 2018, the UK GDPR and other related legislation. We will process such personal data:**
 - i. as set out in our Privacy Policy which is available at <https://www.cambridgeeducationgroup.com/privacy-policy.htm> (and as it may be amended from time to time);
 - ii. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - iii. to perform our obligations under this agreement, and where otherwise reasonably necessary for our purposes.
- b) **If you have any queries about how we process your personal data, please contact the Data Protection Officer at dpo@ceg-uk.com.**
- c) **If information we hold or circumstances relating to your (or your Guarantor) changes during the licence period, you must update us immediately. This includes contact information, medical information and immigration information. We may, if deemed necessary share your medical information with authorized staff members.**

14. Services

We will endeavour to ensure that the following services are provided at the residence:

- a) **Repairs;**
- b) **Lighting and heating;**
- c) **Hot and cold running water;**
- d) **Electricity supply;**
- e) **Disposal of rubbish deposited in proper receptacles;**

- f) Access to wireless internet via the main internet service provider.

15. Other Important Terms

- a) Questions and complaints about the accommodation booking should in the first instance be referred to us at livein@oncampus.global
- b) When we use terms like “such as” or “e.g.” or “including”, we mean that the examples we give are illustrations and are not intended to limit the examples given to only those listed.
- c) Once this agreement ends, it will not affect any legal rights or obligations that may already have arisen. After this agreement ends, we will keep any rights we have under general law.
- d) If you do not leave or vacate the accommodation or residence where we have a legal right to require you to leave or vacate the accommodation or residence, we may apply for a court order requiring you to leave, including a claim for the costs we incur (including reasonable legal fees and lost fee income) to be repaid to us by you or your guarantor.
- e) If we choose not to enforce any part of this agreement, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this agreement. If we cannot enforce any part of this agreement, this will not affect our right to enforce the rest of this agreement.
- f) We may make changes to our organisation (including changes to the legal entity that owns and runs us) or we may amalgamate with another legal entity. In order to do this, we may transfer our organisation (or the assets of our organisation) to another person or organisation. We will notify you if this is planned and will ensure that the transfer will not affect your rights under this agreement. We may transfer our rights and obligations under this agreement in connection with any such transfer and/or amalgamation.
- g) It is not intended that any term of this agreement confers a benefit on any person who is not a party to it.
- h) This agreement is governed by English Law and legal proceedings in respect of this agreement must be brought in the English courts.