



CATERING AND RESIDENTIAL CONTRACT

2020/21

SECTION ONE

1. This document should be read in conjunction with the Living in Halls of Residence booklet and the Myerscough Code.

2. Room Types and Fees

Please note that the room type(s) a student is eligible to apply for will be dependent on the course they are on and their age at the start of the academic year. The fees will be dependent on what course the student is on.

All accommodation fees are inclusive of utility and internet costs.

Further and Higher Education Students (full academic year)

Accommodation	Total HE 36 weeks	Total FE 37 weeks
Twin room-shared bathroom (5 day meal contract) – <i>Under 18s only</i>	NA	£4366
Single room-shared bathroom (5 day meal contract) – <i>Under/Over 18s</i>	£4860	£4995
Twin room-shared bathroom (7 day meal contract) – <i>Under 18s only</i>	NA	£5217
Single room-shared bathroom (7 day meal contract) – <i>Under/Over 18s</i>	£5688	£5846
Single junior en-suite room (5 day meal contract) – <i>Under 18s male</i>	NA	£5365
Single junior en-suite room (7 day meal contract) – <i>Under 18s male</i>	NA	£6216
Single en-suite room (5 day meal contract) – <i>Under/Over 18s</i>	£5616	£5772
Single en-suite room (7 day meal contract) – <i>Under/Over 18s</i>	£6444	£6623
Self catering – single en-suite room – <i>Over 18s only</i>	£4212	£4329

Veterinary Nursing Degree Students

Accommodation – Year 1 and Year 3 (16 weeks)	Total
Single room-shared bathroom (5 day meal contract)	£2160
Single room-shared bathroom (7 day meal contract)	£2528
Self catering – shared room-shared bathroom	£1632

NPTC Certificate in Forgework Students

Accommodation	Total
Twin room-shared bathroom (5 day meal contract) – <i>Under 18s only</i>	£1534
Single room-shared bathroom (5 day meal contract) – <i>Under/over 18s only</i>	£1755
Twin room-shared bathroom (7 day meal contract) – <i>Under 18s only</i>	£1833
Single room-shared bathroom (7 day meal contract) – <i>Under/over 18s only</i>	£2054

No property may be left in rooms over holiday periods unless otherwise stated.

3. Meals

All students living in halls of residence will be on a 5 or 7 day meal contract, except those in self-catering accommodation. The contract is for the full period (excluding holiday periods) as indicated in point 4 below.

5 day meal contract (15 meals) – Monday breakfast–Friday evening meal inclusive

7 day meal contract (21 meals) – Monday breakfast–Sunday evening meal inclusive

All students, except those in self-catering accommodation, will be registered onto a biometric till system or issued with a pin number for contracted meals.

4. Residential Year Dates

Further Education

	Rooms available from	Rooms must be vacated by 6.00pm	During vacation
Autumn	6 September 2020	Friday 11 December 2020	Property may be left in room at own risk
Spring	3 January 2021	Friday 26 March 2021	NO property may be left at College
Summer	11 April 2021	Thursday 24 June 2021	NO property may be left at College after 24 June 2021

Higher Education

	Rooms available from	Rooms must be vacated by 6.00pm	During vacation
Autumn	6 September 2020	Friday 11 December 2020	Property may be left in room at own risk
Spring/Summer	3 January 2021	Friday 4 June 2021	NO property may be left at College after 4 June 2021

Higher Education Veterinary Nursing Degree – Year 1

	Rooms available from	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)
Block 1	6 September 2020	Friday 23 October 2020
Block 2	3 January 2021	Friday 19 February 2021
Exam weeks	9 May 2021	Friday 21 May 2021

Higher Education Veterinary Nursing Degree – Year 3

	Rooms available from	Rooms must be vacated by 9.00am on this day (temporary storage available on day of departure only)
Block 1	25 October 2020	Friday 11 December 2020
Block 2 (incl exam week)	21 February 2021	Friday 26 March 2021
	11 April 2021	Friday 7 May 2021

NPTC Certificate in Forgework

	Rooms available from	Rooms must be vacated by 6.00pm on this day
Group	13 September 2020	Friday 11 December 2020

Students must return their room keys on each of, or before, the vacation dates as set out above. Failure to return the keys is a breach of contract and the student will be liable for any damages, for example, the cost of replacing the lock if necessary.

Storage may be available during the Easter vacation period for overseas students only. The College is not responsible for any items left on the premises.

5. Room Allocation

All rooms are allocated in accordance with the Allocation of Student Residential Accommodation Policy and Procedure. If the room type preference is not available due to over subscription, a student may be offered an alternative room and/or placed on a waiting list. Priority is given to students living the furthest distance away from the College.

6. Payments

At the time of acceptance of this contract, students are required to pay a room deposit of £200 to secure their accommodation. The room deposit will be refunded to the student providing there is no damage to the room or hall in which the student is resident or to the residential area, which has not been attributed to a specific individual. Rooms will be checked on departure by both housekeeping and Residential Operations staff. Where damage caused by an individual amounts to over £85, an invoice will be raised for the full cost of the repairs. Where damage or repairs cannot be identified, after investigation, as the responsibility of an individual, the costs of replacement or repair will be divided equally between all occupants in a particular room, hall

or flat. The cost of these repairs will be deducted from the room deposit and any credit balance refunded after the end of the contract period provided there are no other outstanding College debts. Excessive damage by a student may result in the student being excluded from residential accommodation at the College.

The annual catering and residential fee is payable by instalments. Instalments to be paid either:

- a) 50% prior to collection of room key in September and 50% prior to collection of room key in January, or
- b) 7 separate instalments, the first prior to collection of room key in September and the remainder by standing order during the period October - March. To arrange the payments by standing order, please contact the Finance Office on 01995 642138/01995 642230.

For students paying their residential fees from a Student Finance maintenance loan or grant, payment will be collected in 2 instalments by direct debit. After students receive their award letter, the amounts of each instalment will be discussed and the student will be required to complete a direct debit mandate.

For students who receive a bursary, these are awarded for the full duration of the residential period. Should a student leave accommodation early, the bursary will be recalculated in line with the residential occupation dates.

Payments can be made by the following methods:

- Online – Visit www.myerscough.ac.uk/payments for a secure payment site. Please quote the student's date of birth in the invoice number field, student number in the debtor number field and amount when paying.
- Credit/Debit Card – telephone 01995 642138/642230 during office hours.
- BACS – Account Name Myerscough College, Sort Code 20-47-87, Account No 10662887. Please quote student number and "Residency instalment" as the payment reference.
- Cheque – payable to Myerscough College.

SECTION TWO

1. General

- 1.1 This contract contains terms and conditions upon which the person signing the contract (“the student”) will occupy his/her study bedroom (“the accommodation”) at Myerscough College (“the College”) and have the use of the communal areas in the particular College hall of residence (“the premises”).
- 1.2 The contract will commence upon the date specified in Section One, point 4 and continue throughout the academic year 2020/21. The full annual hall fee stated in Section One of this contract is payable.
- 1.3 The parties hereby agree and acknowledge that the accommodation and the premises are being provided for the purpose of enabling students to attend a designated programme at Myerscough College and consequently this contract does not create a secure tenancy, being exempt by virtue of paragraph 8 of schedule 1 of the Housing Act 1988.
- 1.4 Students will be notified of any amendments to this contract at least **FIVE** working days in advance of the amendment. Notification will either be in writing or by notice or a combination of both.
- 1.5 The contract is for the full period as advised irrespective of timetable commitments, where the student is not studying each day, changes to timetable, course dates or if the student chooses to leave early in the summer term.

2. Conditions

- 2.1 The College may, at its absolute discretion, move a student into other accommodation within the premises or any other building owned or controlled by the College on reasonable notice wherever possible and for whatever reasons it deems fit subject to clauses 5 and 9.
- 2.2 The accommodation shall be used only as a private residence for the student and no trade or business shall be conducted therein.
- 2.3 Students shall not permit or allow any other person or persons to occupy or obtain possession of the accommodation, or any part thereof, for the purposes of residing and/or sleeping therein or for any other reason without prior authorisation.
- 2.4 The student shall not assign, charge, mortgage, part with possession or share occupation of the accommodation or transfer, grant or purport to grant sub-licence of the premises, accommodation or any part thereof, other than in circumstances relating to a student exchange programme recognised by the College. Any such sub-contract entered into under such a programme, where the occupation of rooms in halls is involved, must have the prior written consent of the College. Such consent can be withheld for any reason and is at the absolute discretion of the College.

- 2.5 The student shall not make, nor cause to be made, any alterations to the furnishing, fixtures or fittings, or decoration of the accommodation or part thereof, without the prior consent of the College. Such consent can be withheld for any reason and is at the absolute discretion of the College. No aerials (including satellite dishes) shall be affixed to the premises.
- 2.6 The student shall not impede in any way the officers, servants or agents of the College in the exercise by them of the right of possession and control of the accommodation and/or the premises and, in particular, shall permit at all reasonable times such officers, servants or agents with or without other persons to enter upon and view the condition.
- 2.7 The student is not to use or allow the accommodation or premises to be used for any illegal or immoral purposes.
- 2.8 The student is not allowed to smoke (including e-cigarettes) in any College buildings on campus including accommodation or any outside areas except in the designated smoking shelters situated at locations around the campus.

3. Student Responsibilities

It is the responsibility of each student to:

- 3.1 Sign and return to the Residential Operations Administration Office the inventory of fixtures, fittings and furniture in their bedroom within 48 hours of taking possession of their accommodation. It will be assumed that if no inventory is returned, there is no damage or wear and tear.
- 3.2 Vacate the accommodation for each holiday period as per the dates advised and lock their accommodation (removing their belongings if required to do so). Where, on subsequent inspection by the housekeeping and Residential Operations staff, it is found that items on the inventory for the accommodation are either missing or damaged beyond what the housekeeping and Residential Operations staff in their absolute discretion decide is fair wear and tear, the student will be charged with the cost of making good the deficiency. Students in shared rooms should satisfy themselves that all steps have been taken by them to check and have the inventory confirmed by the Residential Operations Administration Office before they depart. Any such amounts will be deducted from the room deposit and any excess over and above the room deposit will become payable in addition thereto. It is the students' responsibility to have the inventory checked prior to departure (at the end of each term and/or at the end of the year).
- 3.3 Upon vacation of the accommodation for each holiday and at the end of the contract period, each student is responsible for returning all the keys and fobs they hold to hall accommodation to the Residential Operations staff or for depositing these keys/fobs in the letter box

provided. Room deposit refunds cannot be processed at the end of the contract period until keys/fobs are returned.

- 3.4 Remove all personal property, including vehicles, from College premises/campus for each holiday period (if required) and at the end of the contract period. The College is not liable for any personal property left behind by students which will be disposed of.

4. Cleanliness of the Accommodation and/or Premises

It is the responsibility of each student to:

- 4.1 Keep the accommodation clean and tidy and where it is shared, it shall be the joint responsibility of all the occupants. Any student who fails to maintain the accommodation to an acceptable standard, eg keep rooms and common areas clear of rubbish and obstructions, remove recycling items, food etc, may be liable for disciplinary action and/or additional charges. The College will regularly clean catered accommodation, including communal rooms. Corridors and staircases will be cleaned in all accommodation. Students in self-catering rooms will be responsible for the cleaning of their own rooms. En-suite bathrooms in self-catered accommodation will be cleaned weekly.
- 4.2 Maintain, in a clean condition, all utensils, equipment, cupboards, etc in the communal kitchen areas and for the removal of all and any refuse. Failure to maintain a standard of cleanliness in communal kitchens, that is acceptable to the housekeeping staff/Residential Support Officers, may render students liable to pay the full cost of any remedial action. Any persistent offenders will be moved to alternative accommodation and in extreme circumstances may be excluded from halls.
- 4.3 Remove dirty boots, soiled footwear or spiked footwear on entry to the halls of residence.
- 4.4 Ensure that upon vacation of the accommodation for each holiday period and at the end of the contract period, rooms are left tidy and rubbish disposed of. For self-catered accommodation, rooms and communal areas must be cleaned to a good standard before departure.

5. Default Payments

- 5.1 The student shall be liable for the sum of £5 inclusive of VAT for the loss of a key fob.
- 5.2 The student shall be liable for the sum of £75 inclusive of VAT if the door lock needs replacing.
- 5.3 If any rent that is due remains unpaid for a period of 14 days after the rent became due (the due date), the student will be liable for interest at a

rate of 3% above the Bank of England Base Rate. Interest can be charged from the day after the due date. Whether interest shall be added is at the discretion of the College.

6. Damage

Damage to the accommodation, premises and contents.

- 6.1 The student shall be fully liable for the cost of making good any damage and/or losses to any part of the accommodation and/or the premises or the contents thereof caused by wilful act(s), omissions or negligence of the student, his/her guests or agents or anyone within his/her control. Any damage to fixtures and fittings must be reported to the Residential Operations Administration Office. The cost of making good any such damage and/or losses will be charged to the student on a new for old basis. Any such amounts will be deducted from the room deposit and any costs over £85 will be invoiced separately.
- 6.2 Where damage has been caused to, or losses have occurred in accommodation and/or premises or facilities shared by a group of students, the person or persons who caused the damage and/or losses shall be liable to pay an equal proportion of the cost of reinstatement. Where damage or repairs cannot be identified, after investigation, as the responsibility of an individual, the costs of replacement or repair will be divided equally between all occupants in a particular room, hall or flat. The whole or any part of the room deposit paid by the student may be used by the College as full or partial compensation for such damage.
- 6.3 Where at least half of the initial room deposit paid by the student has been used as compensation for damage and/or losses, the student shall pay a further deposit as required by the College.
- 6.4 If the premises are rendered uninhabitable by fire, flood, storm or subsidence for example, for any period, the College shall endeavour to provide alternative accommodation. Where alternative accommodation is not available, the College will return to the student a proportion of the fee paid which shall correspond to the period that the premises were uninhabitable.
- 6.5 The College does not accept any liability for any loss and/or damage to any personal property, vehicles, bicycles or motorbikes within the accommodation or campus whatsoever.
- 6.6 The student is to indemnify the College against all loss or damage claims including vehicles on campus which are left at own risk or demands which may in any way arise or be occasioned either directly or indirectly out of the exercise of the rights granted under this contract.

7. Termination of Contract

- 7.1 Any student may surrender this contract up to 1 week prior to the contract commencement date and any room deposit paid will be refunded in full. If a student surrenders their contract during the week prior to the beginning of the contract period, any room deposit paid will be retained by the College.
- 7.2 The Principal or his/her agent may terminate this contract on behalf of the College in accordance with the Student Disciplinary Code and/or the Academic Code. In this case the student, or in the case of under 18s, the parent/guardian, will be responsible for the full residential fees less catering costs if on a catering contract. If a student is excluded from residency and is able to continue with their academic studies, they may only come onto site for such purpose and must not enter the residential areas at any time or attend any social events unless connected with their academic study. When a student is excluded from their academic studies, they are automatically excluded from residency. Fees must still be paid in full less catering costs. In both cases, bedrooms must be cleared of all personal belongings and bedroom keys and fobs returned to Residential Operations by the agreed date.
- 7.3 Any student may surrender their contract if they find a replacement (current non resident student) that is acceptable to the Residential Operations Manager. The replacement student must sign a Catering and Residential Contract and include a payment of £200 room/key deposit before the student wishing to leave vacates the accommodation. The student vacating the accommodation will be liable for payment of all fees up to the date of transfer.
- 7.4 Permission to surrender the contract may be given by the Principal or his/her agent where it is judged that exceptional circumstances exist. For example:
- a) A written formal letter from a medical practitioner for a medical condition which was not known at the start of the residential contract and results in a student withdrawing from their course
 - b) Where a course is removed from the prospectus
- 7.5 Where a student formally withdraws from the course the contract may be surrendered upon notice being given by completion of a Residential Withdrawal Form available from the Residential Operations Office and payment up to the date of withdrawal plus 15 weeks notice (not including holiday periods).

The contract will only cease when room keys/fobs, Residential Withdrawal Form and signed Key/Room Deposit Form are handed into Residential Operations.

Note: This relates solely to the hall fee. The food cost element only (£6 per day) will be refunded for the 15 weeks' notice period.

8. Room Deposit

- 8.1 Any direct or indirectly attributed damage to the room or hall less than £85 will be deducted from the room deposit.
- 8.2 Where the cost of damage exceeds £85, charges will be made direct by invoice which will be payable within 14 days.
- 8.3 Failure to pay any charges for damage may lead to exclusion from accommodation.
- 8.4 If, at the end of the contract, for whatever reason, there remains a credit balance on the room deposit following the deduction of damage charges or losses, the balance will be refunded or used towards paying any outstanding College debts.

9. Work Experience

Where the student has to undertake a period of College organised work experience or placement in industry as part of his/her course, based away from College, a credit will be given of the food cost element of the catering only (£6 per day) where the student is on a catering contract and on submission of evidence from the student's Course Tutor. This relates to no more than one day per week and does not apply to College organised trips.

10. Liability

The College accepts no responsibility or liability that may arise where courses are cancelled or varied and accommodation is affected as a result of events that are outside the College's control, that is, a natural and unavoidable catastrophe (known as 'force majeure'), for example a health pandemic. This includes the closure or partial closure of the College.

I have read the terms of the Catering and Residential Contract and the Myerscough Code and read the booklet Living in Halls of Residence and agree to their terms and conditions.

.....
Signed (Student)

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Date

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Signed (Parent / Guardian)
(if Student is under 18 on 7 September 2020)

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Date