

Accommodation Terms and Conditions 2024-2025 Commuting Student Accommodation

1 Introduction

These are the terms and conditions between York St John University and students who occupy rooms designated as Commuting Student Rooms.

In submitting a booking, you are agreeing to be bound by the terms and conditions outlined below. Please note that we are not obliged to accept any booking

2 Definitions

we/us/our and **the University** refers to York St John University, Lord Mayor's Walk, York, YO31 7EX. **you/your** refers to you as a registered student of the University.

Accommodation means the Room and, all shared areas in that flat/house.

Agreement means this agreement for your short term occupancy of a room.

Keys means all keys and issued to you for the Accommodation.

Departure Date means the date on which you will leave the room

3 The Room

Once your booking has been accepted by us, you will be allocated a single room with access to shared bathrooms at Limes Court or a single room with ensuite bathroom at 49 Clarence Street, First Floor, for the period of your booking which is limited to a maximum of 3 nights in any one week. You can request bookings up to one month in advance of the current date. Students can request to stay at either Limes Court or 49 Clarence Street.

4 Your obligations

You must be over 18 years of age, a current enrolled student of the University (but not also be a staff member) and must not have received a Notice to Quit from the University at any time.

You are responsible for the payment of all charges

4.1 Allowing Access

You must allow the University access to your Room and/or the Accommodation on 24 hours' notice for planned visits or inspections, and without notice or delay in order for us to respond to emergencies, welfare or safety concerns, complaints or to carry out repairs or address maintenance issues reported by you or other occupants.

4.2 Cancellation Policy

If you no longer require your booking, you must notify the Accommodation Team by email, phone call or visit us in person **by 3pm on your arrival date**. We will then cancel the booking and you will not be liable for payment for the cancelled booking. If you have already paid in advance, our Finance Team will either refund the payment into your bank account or you can use it as credit for future bookings.

If you do not notify us by 3pm on the day of your booking, you will forfeit the £20/25 payment (depending on the site of your booked room) for the night's stay even if you did not use the room. If you have multiple days booked during a stay, you must notify us if you still require any of the days.

4.3 Check in and Check out

You may check in at any time **after 1.00pm** on your arrival date

On the departure date, you must vacate the room and return the keys to the Porters' Lodge at the Lord Mayors Walk campus by **9.00am**. You must ensure that you remove all belongings including any food items that you may have stored in the kitchen.

- 4.4 **Cleaning**
You must keep your Room and any shared areas of the Accommodation in a clean, tidy and hygienic condition. This includes ensuring no debris from cigarettes is left on the grounds outside of your property. If University staff are required to carry out cleaning to bring areas to an acceptable standard, charges will apply.
- 4.5 **Damage**
You must not cause damage to any part of the. If damage occurs, you must report it to us as soon as possible by contacting the Accommodation Team. If the damage occurs during an evening or weekend and is urgent, you must report it to the Security Team. All damage will be investigated, and action will be taken to recover the costs of such damage from you if we consider it to have been caused deliberately, recklessly or maliciously. You may also be subject to disciplinary action under the Student Disciplinary Process and Procedure.
- 4.6 **Drugs**
You must not use or possess any illegal drug (including cannabis) in your Accommodation or allow anyone else to use or possess illegal drugs in your Accommodation. If you are found to be using or in possession of illegal drugs in Accommodation, your Agreement may be terminated and you will be subject to disciplinary action by the University. If we suspect that you are involved in dealing or supplying illegal drugs, you will be banned from booking rooms for future stays.
- 4.7 **Fire safety**
You must not tamper with fire safety equipment in the Accommodation, and in particular you must not under any circumstances cover or otherwise interfere with any smoke, heat or CO2 detectors, or interfere with the self-closing mechanism of any fire door, including by wedging the door open.
- 4.8 **Furniture**
You must not remove or move items of furniture from the room in which they were provided at the start of your period of residence. You must not bring your own furniture into the Accommodation.
- 4.9 **Guests**
You are not permitted to have any overnight guests in your accommodation. If you are found to have guests in your accommodation during your stay then we reserve the right to refuse future booking requests due to this breach of the terms and conditions.
- 4.10 **Health and Safety**
You must conduct yourself in a safe and responsible manner at all times, and not do anything that may cause a risk to the health and safety of yourself or others.
- 4.11 **Keys**
You must keep all Keys to the Accommodation safe and secure, and must not make copies of or lend your Keys to anyone. Any lost or stolen Keys must be reported to the Porter's Lodge (Lord Mayor's Walk campus) as soon as you become aware that they are missing. You must promptly return all Keys when you vacate the Accommodation. You will be charged the reasonable cost of replacement Keys if you fail to return Keys when required to do so.
- 4.12 **Misconduct**
You must at all times conduct yourself in compliance with the terms and conditions of the Agreement and the **University Dignity and Respect Policy**. Any breach of your Agreement may result in charges and or prevent you using the accommodation in the future.
- 4.13 **Noise**
You must not make excessive noise at any time of the day or night, and must ensure that any noise audible outside your room between 23:00 and 08:00 is minimal so as not to disturb other occupants. You must immediately reduce your noise levels if requested to do so by a member of University staff.
- 4.14 **Parking**
Parking is not available at 49 Clarence street . Union Terrace council car park is next to 49 Clarence Street, and if you are a blue badge holder you can utilise the regular spaces in this car park (please do not use any reserved spaces, or those specifically for coaches).

Parking at our other accommodation sites can still be utilised if you are a YSJ valid parking permit holder. The nearest accommodation sites with parking in relation to 49 Clarence Street are City Residence and the Grange.

Permit parking is available at Limes Court. ANPR parking systems are installed across all university accommodation sites, which automatically issues fines, therefore if you do utilise the car parking spaces at our accommodation sites, you need to ensure that your vehicle is currently registered with the university to avoid a fine. **Commuting students can apply for temporary parking for their stay**, via the [Commuting Student Information page](#) where there is a link to the [student parking permit application form](#). Please remember to confirm your term time address that you are commuting from on the form (i.e., not York), and note that the permit does not guarantee a space will be available

4.15 **Payment**

Payment must be made in full before the collection of your commuter room keys. The current rate is £20.00 per night (Limes Court) and £25.00 per night (49 Clarence Street). If you have outstanding arrears from a previous stay, you will not be allowed to make another booking until these have been paid in full.

4.16 **Security**

You are responsible for maintaining the security of your Accommodation and must ensure that doors and windows are locked whenever you go out.

4.17 **Smoking**

You must not smoke or use electronic cigarettes anywhere inside the Accommodation. If you smoke outside, then all debris must be disposed of in the correct manner. Failure to do so may result in charges being made.

5 **Our responsibilities**

5.1 **Provision of accommodation**

We will make the Room available for you to occupy for the agreed dates, including the provision of bedding, crockery and cooking utensils. Commuting Rooms are available at 49 Clarence Street and Limes Court. Students are able to pick a preferred location for their booking. However subject to availability, student may be booked into a room at a different location.

5.2 **Notice to access**

We will provide at least 24 hours' notice of planned visits where we will need to access the Accommodation, excepting always that we may access the Accommodation on less or no notice in order to respond to emergencies, welfare or safety concerns, complaints or to carry out repairs or address maintenance issues reported by you or other occupants.

5.3 **Utilities**

We will use our reasonable endeavours to provide adequate heating and lighting in the Accommodation but cannot accept responsibility for the failure of any services to the Accommodation which are outside our control.

6 **General**

6.1 **Events outside of our control**

We will use all reasonable endeavours to comply with our obligations under these terms and conditions but will not be liable to you for any failure or delay due to any cause outside our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding or government higher education policy.

6.2 **Third party rights**

The Agreement is personal between the University and you. You may not assign or transfer it to a third party.

7 Contacting us

7.1 Accommodation Team

If you need to contact the Accommodation Team you can:

Send an email: accommodation@yorks.ac.uk

Telephone: 01904 876660

Visit: Holgate Building - Student Information Desk