
Introduction

You are only eligible to apply for University accommodation if you have been offered a place on a course of study at the University. Having a place on a University course does not automatically entitle you to a place in one of our residences. Subject to eligibility and availability, the University will offer students places in residences separately from course places.

When you accept an offer of a place in our living accommodation a legally binding contract for that accommodation is formed between you and the Royal Agricultural University. These terms and conditions apply to that contract (which is referred to as the 'Agreement' in these terms and conditions).

When you accept an offer of a place in our living accommodation you are also agreeing to abide by the Regulations for Students Living in Residence and all Rules and Regulations applicable to students of the Royal Agricultural University as published in the student handbook and also the terms and conditions for Payment of Fees.

Your Agreement is for a fixed period. You cannot terminate your Agreement before that period expires except in very limited circumstances (see clause 14).

The Agreement is governed by English law which international students might find different from the law which applies in your own country. If you do not understand your offer or any of these terms and conditions, ask for clarification from the University's accommodation office or take independent advice before you accept an offer of accommodation.

This Agreement is for a licence to occupy. This Agreement does not, and is not intended to create a tenancy.

1 Definitions

Accommodation means the study bedroom or studio specified in the University's offer.

Fees means the amount payable for the Accommodation specified in the University's offer.

Halls means the residential building or complex which contains the Accommodation.

Meal Plan means the catering basis on which the Accommodation is provided to you, being either half board or self-catered.

Period of Occupation means the period that you are entitled to occupy the Accommodation, as set out in the University's offer and in clause 3 of these terms and conditions.

Shared Areas means those parts of a building or flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas)

Smoke, smoking and similar expressions includes the use of “e-Cigarettes”, “vaping”, shisha pipes and similar devices.

The University means the Royal Agricultural University.

2 Agreement

The University agrees to provide the Accommodation for the Period of Occupation and agrees to comply with its obligations in these terms and conditions. In return you agree to take the Accommodation and to comply throughout the Period of Occupation with (a) your obligations in these terms and conditions, (b) the Regulations for Students Living in Residence, (c) all Rules and Regulations applicable to students of the Royal Agricultural University as published in the student handbook and (d) the Terms and Conditions for Payment of Fees.

This Agreement does not guarantee that you will occupy the same room throughout the Period of Occupation. If at any time the Accommodation is not available because of operational reasons (such as essential maintenance and repairs, health and safety or security) or for reasons beyond the University’s reasonable control, the University may ask you to move to alternative comparable accommodation, with no obligation to pay you compensation for disturbance. The University will accept liability if damage is caused to the students' property.

The Accommodation Fee includes the provision of the following term-time services: utilities, internet access (subject to fair use), cleaning of the Accommodation and fortnightly laundry of bedlinen. Where there are shared facilities you are jointly responsible to keep the areas clean but we will help you keep communal bathrooms clean by providing a regular cleaning service. The provision of cleaning services is subject to the separate Service Level Agreement. This is available online and in each accommodation area.

Fees for half-board accommodation include 14 meals per week during term time (breakfast and dinner, brunch and dinner on Saturday and Sunday). Lunch can be purchased directly from the RAU Restaurant during term time. There is no meal provision for three weeks at Christmas and two weeks at Easter and the Fees charged take this into account.

If you do not comply with your obligations in this Agreement, the University may claim from you compensation (“damages”) for losses it suffers and/or expenses it incurs as a result of your action or omission. In many cases the University will first notify you of the breach and give you a reasonable opportunity to put things right. In cases of serious or persistent non-compliance, the University may take disciplinary action against you and/or report you to the authorities and/or terminate this Agreement.

3. Period of Occupation

For Standard contracts

The Period of Occupation is from **1300** on **17.9.23** up to (and including) **26.5.24**

During the Christmas and Easter vacation in the Period of Occupation you may leave your belongings in your room at your own risk and in line with your own personal contents insurance agreement. You may remain in residence during these periods but need to notify the Accommodation Officer if you are doing so. This applies particularly for the Christmas holiday when there are no Facilities open on and no staff except Security on campus during this period

On **26.5.24** Students must remove all belongings and rubbish from their room and vacate the accommodation by **1000**. All students should be off campus by **1800**, having returned all physical keys to the Porters Lodge, on the same day. There will be a charge for any unreturned physical keys, additional cleaning and/or damage costs.

4. Accommodation Charges

To accept an offer of accommodation from the University, you must confirm your agreement to these terms and conditions and make an advance payment of £200 towards your first instalment of Fees by the deadline stated in the offer. The payment will only be refunded to you if (a) your offer of a place on a course is subject to conditions which you fail to meet (see 14.3) or (b) we are unable to provide you with the Accommodation.

When you accept an offer of Accommodation you become contractually liable for the balance of the Fees for the full Period of Occupation, including any periods when you are away from the University due to work experience, job shadowing, study tours, illness etc.

You must pay the Fees to the University in advance either:

- in full on or before the date stated in your Accommodation Offer; or
- if the University agrees and instalment payments are set up in advance through the on-line payment facility, in termly instalments; or

The ability to pay the Accommodation Fees and Tuition Fees in agreed termly instalments is available to Students, unless the Student is a first year International or first year European January 2022 Page 3 of 7 Student (i.e. EU, non-EU EEA and Swiss citizens. Irish Nationals are exempted) with non-settled status, where different payment rules apply and payment is required before the start of the academic year.

International students are required to pay in full before the start of the year

Any pre-arranged Short Term contracts will be required to pay in full before taking up tenancy.

3. Use of Accommodation

You may only use the Accommodation for residential and study purposes. You must not use the Accommodation for any trade or business, or for any purpose which may cause annoyance / nuisance / disturbance to other people or which may reasonably be thought to bring the University into disrepute.

4. Standard of Property

The Accommodation and contents should be clean and free of material defects when you arrive. We will provide an inventory form when you check in. You should check this carefully and report any existing defects/ damage/ missing items on this form within 7 days of collecting your keys. If you do not do this, you may find it difficult to prove you were not responsible for any damage etc. that we find at the end of the Period of Occupation. You must report to us promptly after becoming aware of any disrepair or the need for maintenance or replacement. You may be liable to pay us compensation if a situation becomes more costly to repair because you failed to report it in good time.

4.1 Your responsibilities

4.1.1 You must keep the Accommodation and its contents in the same good and clean condition throughout the Period of Occupation as they were in at the start of the Period of Occupation, and you must not damage them. At the end of the Period of Occupation, you must return the Accommodation and all its contents to the University in good clean condition, cleared of all your personal belongings and rubbish.

4.1.2 Jointly with the other occupiers entitled to use them, you must keep the Shared Areas and their contents reasonably clean and tidy during the Period of Occupation and you must not damage them. You must not remove any items that from the Shared Areas unless they belong to you. At the end of the Period of Occupation, you must remove all your personal belongings and rubbish from the Shared Areas.

4.1.4 You agree to pay for any damage (except for reasonable wear and tear) that you or your visitors cause in the Accommodation or Shared areas during your stay. If we reasonably believe that damage has been caused deliberately or recklessly, the University may take disciplinary action against you, refer the matter to the police, and/or terminate your Agreement.

4.1.5 You agree to notify the Porters Lodge as soon as is reasonably practical if you lose the keys or electronic card to your Accommodation. You must not have a duplicate key made. You will be charged for the cost to the University of replacing lost or damaged keys or electronic cards, but we will provide you with written evidence when asking for payment.

4.1.6 You agree to not to do anything or omit to do anything that is likely to be a Security, Fire or Health and Safety risk to yourself or members of RAU staff (such as, but not limited to, leaving doors or windows unlocked when away from the Accommodation, leaving electrical leads trailing in your room or blocking your bedroom door way).

4.1.7 You agree not to bring into the Accommodation any illegal items or substances, highly flammable items, items containing a naked flame, dangerous items (including fireworks or guns), or additional furniture or non-PAT tested electrical items.

4.1.8 You must not interfere with any fire detection system or fire-fighting equipment without good cause, as defined in the Regulations for Students Living in Residence. These actions or evidence of, may result in disciplinary action and fines.

4.1.9 You agree not to store or use any *cooking equipment, *heaters, extension leads or non PAT tested equipment in any part of the University Accommodation. *(unless you have the University's prior written approval which will not be unreasonably withheld if you have a documented medical need for the equipment). You agree to use any cooking appliances made available to you safely and with due care.

4.1.10 You must not smoke in your Accommodation, any part of Halls or any University building. The term "smoke" includes the use of "e-cigarettes", "vaping", shisha pipes and similar devices. You may smoke outside at a distance of not less than 10 metres from the Halls. If it is evident that you are or have been smoking within your accommodation this will result in a fine.

4.1.11 You agree not to bring into the Accommodation or Halls any animal (this includes, without limiting, mammals, fish, birds, insects and reptiles) unless it is a trained aid for a person with a disability, which the university has agreed in advance in writing that you may keep with you. You will be responsible for any damage or nuisance which your animal causes. This permission may be withdrawn if the animal is a nuisance, causes a lot of damage or if the animal's welfare is at risk.

5. Vehicles

5.1 You must not park any motor vehicle on University property except in designated places for which you have a permit. Space for parking vehicles on campus is limited. The University allocates parking spaces on a "first come first served basis", subject to availability, with priority being given to drivers with impaired mobility. You must apply for a parking permit and register your car details in advance as part of your on-line Registration.

5.2 You must not store a bicycle in the Accommodation or Shared Areas or anywhere on campus that restricts walkways or passages. Please use the storage facilities provided. See the Student Handbook for details of bicycle storage facilities on campus.

6. Security

6.1 University security staff will monitor and patrol the campus overnight.

6.2 All resident students must advise the accommodation office of planned periods of absence which are likely to last for more than 5 days for health and safety reasons.

6.3 If you leave your personal belongings in the Shared Areas, you do so at your own risk.

6.4 You must comply with all notices and guidance relating to security which may be posted in the Halls or circulated by the University from time to time.

6.5 When you leave your Accommodation, make sure it is secure by closing windows and locking the door.

7. Insurance

The University does not accept responsibility for the loss of or damage to any of your personal possessions on Campus, other than that resulting from the University's own negligence. You are responsible for insuring your own possessions and belongings.

8. Acceptable Behaviour

8.1 Whilst at or near the building you must behave reasonably and treat other people with respect and consideration. You must not cause a hazard, nuisance or disturbance to others. You must comply with all reasonable requirements of our staff.

8.2 You must respect the privacy and possessions of other occupiers in the Hall.

8.3 Bullying, harassment and any other abusive, threatening or violent behaviour (whether in the physical presence of the target or not) is a serious breach of these terms and conditions, which will entitle the University to end your Agreement.

8.4 You must not possess, use or supply or deal in any controlled or psychoactive substances whilst at the Building, or anywhere else on property owned or managed by the University, except for possession and use of drugs that have been prescribed for you and you take them in accordance with your doctor's instructions. The University takes substance abuse very seriously and breach of this clause will usually lead to one or more of (a) disciplinary action (b) report to the police (c) termination of your Agreement.

9. Privacy and Access

9.1 The Accommodation is lockable for your own security and that of your possessions, but the University has a duplicate key or key card which may be used by University staff and contractors for any reasonable purpose including conducting viewings, making inspections, cleaning, maintenance and/or repair. For your convenience, we will normally only let ourselves into the Accommodation at reasonable times and after giving you reasonable advance notice, but we may let ourselves in without notice if you have reported that something needs repairing, or if we reasonably suspect that:

- (a) you are engaged in or planning any criminal activity;
- (b) you are in serious or persistent breach of these terms and conditions;
- (c) we have serious concerns about your health or welfare;
- (d) something in your room is causing a nuisance or disturbance to other residents;
- (e) there is some other justification for entering the Accommodation immediately.

9.2 If we come across anything which we believe it is illegal for you to have in your possession (such as a weapon or controlled drugs) or if there is something in the Accommodation that is causing a serious disturbance (e.g. sound system) or dangerous to have in a hall of residence (e.g. deep fat fryer), or which is otherwise prohibited by these terms and conditions we may remove it. We will give you a receipt for the item and, unless perishable, animate or illegal to possess, we will return it to you at the end of the Period of Occupation.

9.3 From time to time the University will allow the police and sniffer dogs to inspect the Building for controlled and/or psychoactive substances. Advance notice of such inspections may or may not be given.

10. Removal

10.1 The University cannot store your belongings before or after the Period of Occupation. It is your responsibility to make sure that when you leave you take all your belongings with you and place all your rubbish in the designated waste facility. Rubbish will be disposed of (and we may claim the costs of disposal from you if there is a lot of it). Except for items that are obviously rubbish or obviously of value (in excess of £300), any belongings that are left behind will be moved to Lost Property where they can be collected by the owner for up to one month after you move out. If not collected, they will be disposed of, without liability to you or the owner. Before disposing of any item that is obviously of value the University will make reasonable attempts to contact you in order to arrange for collection of your property or forwarding it to you. If the University cannot contact you and/or the item remains uncollected or unclaimed six months after your departure, it will be disposed of, without liability to you or the owner. We will take reasonable care of items until collection or disposal, but your belongings are your risk we will not be liable to you if they are lost, damaged or stolen whilst in storage.

10.2 The University may remove any item or substance from the Accommodation which it reasonably considers to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If it is an item that it is illegal for you to possess, or an animal, or perishable, or inherently hazardous, the University will dispose of the item responsibly without any liability to you or the owner. In other cases, you may collect the item from us at the end of your stay.

10.3 We will claim from you any losses we suffer and expenses we reasonable incur as a result of your failure to leave your Accommodation cleared of your possessions and rubbish. The costs of postage and (if required) insurance of any item that you ask us to forward to you are payable before despatch.

11. Guests

11.1 One visitor may stay in the Accommodation for up to three nights in any seven day period, though we recommend that you seek the agreement of your fellow residents before arranging the visit. In order to comply with fire regulations, all visitors staying overnight must register their stay at least 48 hours in advance with the Accommodation office.

11.2 You are responsible for the conduct of all visitors you invite into the Halls and any loss, damage or injury to the University or other persons which result from the visitor's actions or negligence.

11.3 You must co-operate if a member of the University staff requests a visitor to leave.

11.4 You must not allow anyone else to live in or occupy the Accommodation or any of the Shared Areas.

11.5 You must not host any party in the Accommodation or Shared Areas.

12. Room and Meal Plan Changes

12.1 If you want to change your Accommodation for another room in University Halls, you must apply by email to the University Accommodation Office accommodation@rau.ac.uk. The University is not obliged to change your

Accommodation, but will make reasonable efforts to make the change you request, subject to availability. There will be an administration charge for this to be paid prior to the room move.

12.2 If you want to change your Meal Plan, you must apply by email to the University Accommodation Office at least two weeks before the change is intended to take effect.

12.2 The University may relocate you to alternative comparable accommodation, either temporarily or permanently, for operational reasons (such as essential maintenance and repairs), on safety or security grounds or if the Accommodation is not available for reasons outside the University's reasonable control.

13. Termination of Agreement by the University

13.1 The University is entitled to serve notice to terminate this Agreement at any time if:

- any payment due under this Agreement has not been paid within 14 days of it being due;
- you are in serious, repeated or persistent breach of any of these terms and conditions or University Regulations;
- you are not a student at the University; or you have been suspended by the University from study;
- you behave in a manner which is in the reasonable opinion of the University is likely to cause harm distress or anxiety to the University staff or to other students or such behaviour actually causes distress, alarm or anxiety to the University staff or to other students;

13.2 The notice of termination will be in writing and will normally give not less than four weeks' advance notice of the date you are required to leave. In some cases, particularly where your continuing presence is a risk to others, the period of notice may be shorter.

13.3 If we terminate your Agreement under clause 13.1, we will not refund to you any Fees that you have paid in advance.

13.4 If we take court proceedings to evict you, you agree to reimburse us for the costs that we reasonably incur in preparing and conducting the case, including fees payable to our legal advisers, to the court and to enforcement officers.

13.5 In any court proceedings against you, we may also claim from you the reasonable costs of putting right any damage and replacing any loss caused by your act or omission.

14. Termination of Agreement by the student

14.1 There is no cooling-off period in which to cancel the Agreement after you accept the offer of accommodation. (see regulation 6(1)(d) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).

14.2 Once you accept the offer of accommodation, you are committed to paying the Fees for the Period of Occupation in full, unless you are eligible to, and do, exercise one of the cancellation rights in this clause 14. **There are no special rights of cancellation for students whose course includes a sandwich placement.**

14.3 You may cancel your Agreement if you do not achieve the examination results to enable you to start or continue your course at the University. You must notify the Accommodation Officer of your cancellation in writing by not later than 4.00 pm on 31.8.23.

If you cancel under this clause 14.3, the University will refund any payment towards your accommodation fees that you have already made within 28 days of receiving your cancellation notice.

If we do not receive your cancellation notice by the applicable deadline, you can still apply for early termination of your Agreement using clause 14.4, but you may not receive a refund. Students who meet the examination results criteria for starting or continuing their course are not eligible to cancel under this clause 14.3.

14.4 You may apply to the University for early termination of your Agreement. Early termination is in the University's discretion, but we will not unreasonably refuse your request if all of the following conditions are met:

- 14.4.1 a replacement occupier, who must be a student and reasonably acceptable to the University, agrees to take the Accommodation for the remainder of the Period of Occupation (the University will use its reasonable endeavours to help you find a replacement, but cannot guarantee that a replacement will be available);
- 14.4.2 you have paid everything you are liable to pay the University under this Agreement up to the date the replacement occupier takes over liability for the Accommodation;
- 14.4.3 the replacement occupier must not already be occupying University accommodation and must not be someone we have previously asked to leave University accommodation;
- 14.4.4 we have no other vacant rooms available for replacement students approaching the University direct (if you introduce the replacement occupier, the replacement will be allocated to the Accommodation. If you do not introduce a replacement occupier, the University shall be entitled to allocate prospective occupiers to rooms that are already available to occupy, until all such rooms are occupied, before allocating a replacement to the Accommodation and releasing you from the Agreement).
- 14.4.5 You must pay us an administration fee of £50 + VAT towards our costs of an additional inspection and licence agreement that we would not have had to do if you had not asked us to end the Agreement early.

14.5 If the Agreement is validly terminated under clause 14.4, the University will refund you a fair and reasonable proportion of any the Fees which you have already paid, calculated according to the period during which the Accommodation is licensed to the replacement occupier. You are liable to pay the Fees up to the date the Accommodation is re-licensed to the replacement occupier, even if that is some time after the date you move out of the Accommodation. (If the Accommodation is not re-licensed before the end of the Period of Occupation, the University will not refund any pre-paid Fees.)

14.6 The University may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacements for the purposes of releasing a student who wants to end their Agreement early. Refunds of the Fees will only be given if and when the void in the Accommodation caused by the Student's early departure has been filled and there is no loss to the University.

14.7 The University's acceptance of the keys to the Accommodation at any time shall not in itself be effective to terminate the Agreement while any part of the Period of Occupation remains unexpired

15. End of Licence

15.1 At the end of the Period of Occupation 26.5.24 you must vacate the Accommodation by 1100 and you must leave the University Campus by 1800 on the last day of the Period of Occupation.

15.2 You must remove all your personal belongings from University premises and hand in physical keys to the Porters Lodge. There will be a charge for any keys not returned within 14 days after the end of licence.

16. Failure to Vacate

16.1 It is likely that the University will have agreed to license the Accommodation to someone else after the end of the Period of Occupation. If you do not leave the Accommodation at the end of the Period of Occupation, the

University will serve notice on you that it requires possession and may claim from you pay double the value of the Accommodation until you do leave (in accordance with the Landlord and Tenant Act 1730).

16.2 If the University has to house the new occupier somewhere else, the University will claim any additional costs of the substituted accommodation from you.

17. Breach of Agreement

You agree to pay to the University all costs reasonably incurred by the University, or by other people or organisations acting on the University's behalf, in enforcing your obligations in the Agreement or arising from a breach of them (including without limitation taking legal advice about a breach or suspected breach of these terms and conditions, whether or not legal proceedings are begun, tracing costs and costs in excess of the fixed costs and court fees set out in the Civil Procedure Rules and costs of enforcing any judgement and applicable VAT).

18. Important Information

18.1 The following information is given on your "My Accommodation page" of the Royal Agricultural University website and in these standard terms and conditions of residence:

- Name and address of the supplier of your accommodation
- The type and location of the accommodation and the services that we will be supplying
- How long the contract will last for
- The price of the accommodation and what is included in that price
- The arrangements for payment and the dates when payment must be made.
- How to make a complaint

18.4 There is no extra charge for booking your accommodation on-line or by any other means of distance communication.

18.5 The minimum duration of the Agreement is for the Period of Occupation (subject to any rights of early termination set out in these terms and conditions).

18.6 The University subscribes to the Universities UK Approved Code of Practice for the purposes of the Housing Act 2004.

18.7 If we need to give you notice we may give it by leaving it at the Accommodation, or sending it by recorded delivery to your last-known place of residence, or sending it by email to your last-known email address. If you need to serve notice, you can deliver it by hand to the Porters Lodge or sending it by recorded delivery to Royal Agricultural University, Cirencester, Gloucestershire, GL7 6JS marked "for the attention of The Accommodation Office" or by email to accommodation@rau.ac.uk

18.8 The Royal Agricultural University is registered for VAT with registration number.