

Introduction

In these terms and conditions “you” refers to a prospective or actual student of Royal Agricultural University who intends to enter into, or has entered into, a contract for accommodation in University Halls.

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 the University will send you an email to confirm your reservation is complete. The sending of that email is the point when 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. All of these documents form part of the Agreement and will be made available to you before the deadline for accepting an offer of a place.

Your Agreement is for a fixed period. You cannot terminate your Agreement before that period expires except in very limited circumstances (see clause 16).

The Agreement is governed by English law, which international students might find is different from the law which applies in their own country. If you do not understand your offer, any of these terms and conditions, or the documents referred to in them, 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 Offer.

Deposit means the amount specified in the Offer as the money payable by you to the University as security against the performance of your obligations and the discharge of your liabilities in the Agreement.

Fees means the amount payable for the Accommodation as specified in the 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.

Offer means an offer made by the University to a student of a licence agreement for accommodation in Halls, on these terms and conditions and as otherwise set out in the Offer.

Period of Occupation means the period that you are entitled to occupy the Accommodation, as set out in the University's offer (subject to the early termination provisions in 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

To accept your Offer, you must confirm your agreement to these terms and conditions (including the documents referred to in the Introduction section), pay the Deposit and set up your instalment payment instruction.

You must accept your Offer by the deadline stated in the Offer or it will be withdrawn.

When you accept your Offer, 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.

The 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.

If you do not comply with your obligations in the 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 as stated in the Offer – **22.9.24 – 30.5.25**. Your Accommodation will be available from 1300 on the first day of your Period of Occupation .

The Period of Occupation includes Christmas and Easter vacations. You may continue living in the Accommodation during these vacations, but you should be aware that not all services may be available during these times. If you are going to be away from the Accommodation during Christmas and/or Easter vacations, you may leave your belongings in your room, but you do so at your own risk and it is advisable to make sure you have adequate insurance for them.

At the end of your Period of Occupation you must leave the Accommodation and remove all your belongings from the Accommodation by 0900 hours and return all physical keys to the Porters Lodge by 1200. Keys that are not returned on time will be treated as lost. The University will provide written evidence of the costs reasonably incurred as a result and claim these costs from you.

4. Accommodation Fees

When you accept the Offer you agree to be contractually liable to pay 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. (Limited cancellation rights apply – see clause 16.)

If you have accepted an Offer and you then do not meet the entry requirements for your course, you must notify the University Accommodation Office as soon as practicable and in any event by the applicable cancellation deadline by emailing accommodation@rau.ac.uk. Do not assume that your course administrators will inform the Accommodation Office, because they will not. If you notify us promptly that you wish to be released from your Agreement, we have a good chance of finding a replacement occupier. If you do not notify us by the applicable cancellation deadline, we may not be able to find a replacement student and you will remain liable to pay the Fees for the Accommodation until we are able to fill the vacancy. See clause 16 for specific cancellation requirements.

If you have settled status in the UK, or if you are a British or Irish student, the University may agree to you paying your Fees in termly instalments. Instalment payments must be set up before you can accept your Offer through the University's on-line payment facility. If you miss an instalment, the University may ask you to pay your Fees in full. Instalment plans are not usually available for short-term contracts (less than an academic year).

All students who are not eligible to pay by instalments must pay their Fees in full in advance by the payment date stated in their Offer.

The Fees include 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 Shared Areas clean but we will help you keep communal bathrooms clean. The provision of cleaning services is subject to the separate Service Level Agreement.

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

Fees for self-catered accommodation do not include any food or drinks.

5. 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.

6. 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.

6.1. Your responsibilities

- 6.1.1. 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.
- 6.1.2. 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.
- 6.1.3. You must not alter, add to or change the Accommodation or alter, damage or add to the decoration of the Accommodation.
- 6.1.4. 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.
- 6.1.5. 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.
- 6.1.6. You agree 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 doorway).
- 6.1.7. 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, guns or fixed blade knives), or additional furniture or non-PAT tested electrical items.

- 6.1.8. 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.
- 6.1.9. You agree not to store or use any cooking equipment in any catered University property 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.
- 6.1.10. 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.
- 6.1.11. 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.
- 6.1.12. You agree not to bring battery powered and assisted vehicles, i.e. e-bikes (including pedal assisted electric bikes), e-scooters, electric skateboards on to any RAU property, including satellite venues and facilities. This includes the riding, storing, and/or charging of batteries of such vehicles.
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7. Vehicles

- 7.1. 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 if you want to keep a vehicle on University property.
- 7.2. You must not store a bicycle in the Accommodation or internal Shared Areas or in a manner that restricts walkways or passages. Please see the Student Handbook for details of bicycle storage facilities on campus.
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8. Security

- 8.1. University staff will monitor and patrol the campus.
- 8.2. With the exception of Christmas and Easter vacations, 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.
- 8.3. If you leave your personal belongings in the Shared Areas, you do so at your own risk.
- 8.4. 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.
- 8.5. When you leave your Accommodation, make sure it is secure by closing windows and locking the door.

9. 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.

10. Acceptable Behaviour

- 10.1. Whilst at or near the Halls 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.
 - 10.2. You must respect the privacy and possessions of other occupiers in the Halls.
 - 10.3. 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.
 - 10.4. You must not possess, use or supply or deal in any controlled or psychoactive substances whilst at the Halls, 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 stored or taken 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.
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11. Privacy and Access

- 11.1. 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.
- 11.2. 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.

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

- 12.1. 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 left elsewhere 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.
 - 12.2. 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.
 - 12.3. 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.
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13. Guests

- 13.1. 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.
 - 13.2. 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.
 - 13.3. You must co-operate if a member of the University staff requests a visitor to leave.
 - 13.4. You must not allow anyone else to live in or occupy the Accommodation or any of the Shared Areas.
 - 13.5. You must not host any party in the Accommodation or Shared Areas.
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14. Room and Meal Plan Changes

- 14.1. 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.
 - 14.2. 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.
 - 14.3. 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.
 - 14.4. From time to time we may house students in the Main Building, which is normally reserved for conference guests. If you are housed in the Main Building and a suitable study-bedroom in one of our student residences becomes available, you agree that you will move into that study-bedroom within 7 days of us asking you to do so. If you do not move out of the Main Building after we have offered you an alternative room in student residences, we will charge you the full conference rate for your continuing occupation of the room in the Main Building.
 - 14.5. If we relocate you or ask you to move, we will not charge you a higher rate than the rate you agreed to pay when you booked. If we relocate you or ask you to move to a room that is normally priced at a lower price than the rate you agreed to pay for when you booked, we will charge you the lower price from the date you move.
 - 14.6. We will not pay you any compensation if we relocate you or ask you to move, but we will give you reasonable assistance with the removal process.
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15. Termination of Agreement by the University

- 15.1. 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 poses a serious risk to the health, safety or welfare of others or serious risk of damage to their property.
- 15.2. 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.
- 15.3. If we terminate your Agreement under clause 15.1, we will not refund to you any Fees that you have paid in advance.
- 15.4. 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.

- 15.5. 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.
- 15.6. The University may (but is not obliged to) terminate the Agreement, by giving you notice to that effect, before you collect your keys if:
- 15.6.1. You have not achieved the examination results you need to begin or continue your course of study at the University; or
- 15.6.2. You have not collected your keys within 10 days after 1500 on the first day of your Period of Occupation and you have not made arrangements for late arrival with the University.
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16. Termination of Agreement by the student

- 16.1. There is no cooling-off period in which to cancel the Agreement after you accept the Offer (see regulation 6(1)(d) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).
- 16.2. Once you accept the Offer, 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.**
- 16.3. You may cancel your Agreement if you do not achieve the examination results that are necessary to enable you to start or continue your course at the University. You must notify the University of your cancellation by email to accommodation@rau.ac.uk by not later than 4.00 pm within 9 calendar days beginning on the date your examination results were issued. If you cancel under this clause 16.3, the University will refund any payment towards your 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 16.4, 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 16.3.
- 16.4. 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:
- 16.4.1. 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);
- 16.4.2. 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;
- 16.4.3. the replacement occupier must not already be occupying University accommodation and must not be someone we have previously asked to leave University accommodation;
- 16.4.4. 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).

16.4.5. if you have already moved in, you must pay us an administration fee of £100 + 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;

16.4.6. if you have not moved in, you must pay us an administration fee of £30 + VAT towards our costs of having to issue another licence agreement.

16.5. If the Agreement is validly terminated under clause 16.4, 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.)

16.6. 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.

16.7. 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

17. End of Licence

17.1. You must vacate the Accommodation by 0900 hours and leave the University Campus by 1200 hours on the last day of your Period of Occupation.

17.2. You must remove all your personal belongings from University premises and hand in keys / electronic cards to the Porters Lodge by 1200 on the last day of your Period of Occupation.

18. Failure to Vacate

18.1. 18.1 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).

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

19. 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).

20. Important Information

20.1. 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

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

20.3. 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).

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

20.5. 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

20.6. The Royal Agricultural University is registered for VAT with registration number 618313259.

Date of signing

Landlord signature

Landlord print

Resident Signature

Resident Print