

1. Introduction

1.1. A place in University accommodation is subject to eligibility and availability. 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. Students who are not offered a place in University accommodation will need to make other arrangements.

1.2. If we make you an Offer of a place in our living accommodation, you will need to pay the Deposit before you can accept the Offer.

1.3. When you accept an Offer, you must agree to abide by the terms of your Offer, these terms and conditions, the Terms and Conditions for Payment of Fees and all Rules and Regulations applicable to the University's students as published in the Student Handbook. All of these documents together constitute a legally binding contract (the "Agreement") between you and the University and will be made available to you in good time before the deadline for accepting your Offer.

1.4. As you perform the steps necessary to accept your Offer, the University will send you (a) confirmation that you have paid the Deposit and agreed to all applicable terms and (b) that you have paid your Rent in full or set up a payment plan to pay Rent by instalments. Your application for accommodation is not concluded until the second of these communications is sent to you. At the point we send the second confirmation, the Agreement becomes legally binding.

1.5. Your Agreement is for a fixed period. Once it has become binding, you will not be able to terminate your Agreement before the fixed period expires, except in very limited circumstances (see clause 18).

1.6. 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 your Offer.

1.7. The Agreement is for a common law tenancy under paragraph 8 of schedule 1 of the Housing Act 1988. Rights and obligations in your Agreement are different from those of an assured tenant.

2. Definitions and Interpretation

Accommodation means the study bedroom or studio specified in your Offer, or such other accommodation as the University may substitute for it as permitted in these terms and conditions.

Agreement means a legally binding agreement between the University and a Student for a common law tenancy of accommodation in Halls. The Agreement incorporates your Offer, these terms and conditions, the Terms and

Conditions for Payment of Fees and all Rules and Regulations applicable to Students as published in the Student Handbook.

Contents means items provided by the University.

Deposit means the amount specified in your Offer as the money you must pay to the University when you accept your Offer.

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

Key means any key, fob, card or other access device which the University has provided to you.

Meal Plan means the catering basis on which the Accommodation is provided to you, being either half board or self-catered, as specified in your Offer

Offer means an offer by the University to a Student to enter into an Agreement. "Your Offer" means the Offer containing terms specific to you.

Rent means the amount payable for the Accommodation as specified in your Offer.

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, vapes, shisha pipes and similar devices.

Student means 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.

Tenancy Period means the period stated in your Offer that you will be entitled to occupy the Accommodation if you accept the Offer (subject to the early termination provisions in these terms and conditions).

The University means the Royal Agricultural University of Stroud Road, Cirencester, GL7 6JS. For the purposes of section 48 of the Landlord and Tenant Act 1987, this is the address in England at which notices (including notices in proceedings) may be served on the landlord by the tenant.

2.2 In these terms and conditions:

2.2.1. "you", "your" and "yours" refer to the Student who has accepted an Offer made to that Student (and may include the Student's invited visitors where the context allows – see clause 14.3);

2.2.2. "we" "us" "our" and "University" refer to Royal Agricultural University;

2.2.3. any list of examples or words of inclusion are for the purposes of illustration and not limitation;

2.2.4. references to "Accommodation", "Halls" and "Shared Areas" include the whole and/or any part of them and their respective Contents.

3. Agreement

3.1. To reserve the Accommodation, you must pay the Deposit, confirm your Offer is acceptable, agree to these terms and conditions (including the documents referred to in the Introduction section), and set up your instalment payment instruction or pay your Rent in full. We will send you (a) confirmation that we have received

your Deposit and your acceptance of the terms and conditions and (b) that you have paid Rent in full or you have set up a payment plan with us to pay Rent by instalments, your Agreement is concluded and a legally binding contract arises between you and the University. Until both confirmations have been sent, you can withdraw your application and we can withdraw your Offer without liability.

3.2. You must complete all the steps required to accept your Offer by the deadline stated in the Offer or your Offer will lapse. You will have to re-apply if you still want to live in Halls and there is no guarantee that a further Offer will be made to you.

3.3. When your Agreement is concluded, the University agrees to let the Accommodation to you for the Tenancy Period and agrees to comply with its obligations in these terms and conditions. In return you agree to comply throughout the Tenancy Period with (a) the terms of your Offer, (b) your obligations in these terms and conditions, (c) the Terms and Conditions for Payment of Fees and (d) all Rules and Regulations applicable to Students as published in the Student Handbook.

3.4. 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 any other reasons beyond the University's reasonable control, the University may ask you to move to alternative comparable accommodation and will have no obligation to pay you compensation for disturbance.

3.5. 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 your Agreement.

3.6. 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 your Agreement or arising from a breach of them (including taking legal advice about a breach or suspected breach of these terms and conditions, whether or not legal proceedings are begun, tracing costs, costs in excess of the fixed costs and court fees set out in the Civil Procedure Rules, costs of enforcing any judgement and applicable VAT).

4. Period of Occupation

4.1. Accommodation will be available from 1300 hours on the first day of the Tenancy Period.

4.2. You are entitled to occupy the Accommodation throughout the Tenancy Period, including any Christmas and/or Easter vacations. Only limited services are available during vacation times, and the Accommodation is priced to take account of this. If you are going to be away from the Accommodation during Christmas and/or Easter vacations, you may leave your belongings in the Accommodation, but you do so at your own risk and it is advisable to make sure you have adequate insurance for them.

4.3. The last day of your tenancy will normally be the last day of the Tenancy Period, but it could be a different day (for example if your Agreement is terminated early as permitted in these terms and conditions). You must move out of the Accommodation and take all your belongings with you by no later than 1200 hours on the last day of your tenancy. If you do not vacate on time, the University may claim from you for your continuing use and occupation of the Accommodation.

4.4. You must return all Keys to the Porters' Lodge by not later than 1200 hours on the last day of your tenancy. Keys that are not returned on time will be treated as lost and the University will charge you for

replacement and may additionally claim the cost of replacing or reprogramming the locks. The University will provide written evidence of the cost.

4.5. If you occupy the Accommodation after the Tenancy Period has expired, you must pay for the use and occupation of it. Once the Tenancy Period has expired you will be liable to pay at **double the usual value** if you do not leave after we have served written notice on you.

5. Rent

5.1. When the Agreement is concluded, you have a legal obligation to pay the Rent throughout your tenancy, including vacations and any other periods when you are away from the University. (Limited cancellation rights apply – see clause 18.)

5.2. 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 Rent in termly instalments. Instalment payments must be set up through the University's on-line payment facility, or Rent must be paid in full, before the University will confirm your Agreement is concluded.

5.3. Instalment plans are not usually available for short-term contracts (less than an academic year) or for students from outside the UK and Ireland. Students who are not eligible to pay by instalments must pay their Rent in full in advance by the payment date stated in their Offer.

5.4. Rent includes utilities and internet access (subject to fair use) throughout the Tenancy Period. During term-time only, Rent includes basic cleaning of the Accommodation. Where there are shared facilities you are jointly responsible to keep the Shared Areas clean but in term-time we will help you keep communal bathrooms clean. Further details about our cleaning services are provided in the Student Handbook.

5.5. If your Agreement is for half-board accommodation, Rent includes 14 meals per week during term time consisting of breakfast and dinner on Mondays to Fridays and breakfast and lunch on Saturdays and Sundays. Rent does not include meals for three weeks at Christmas and two weeks at Easter. The dates when refectories are closed for vacations will be advertised locally in good time in advance and if you are staying in your Accommodation during these times you will need to make your own catering arrangements.

5.6. Rent for self-catered accommodation does not include any food or drinks.

6. Deposit

6.1. During your tenancy we will hold your Deposit as security against the performance of your obligations and the discharge of your liabilities in your Agreement. For example, if you cause damage to our property, we can make a claim against the Deposit for the amount that would put us in the same financial position as if you had not caused the damage.

6.2. We may deduct from the Deposit any payments that you are liable to make under your Agreement, such as charges for lost Keys and permitted administration fees.

6.3. The fact we hold a Deposit does not mean that we cannot also claim from you during or after your tenancy for losses suffered and/or expenses reasonably incurred as a result of you failing to comply with your obligations in the Agreement.

6.4. We will give you an explanation of any claims we make against your Deposit and you will have 7 days in which to agree the claim or make an objection.

6.5. At the end of your tenancy, we will return the Deposit (or any balance remaining after deducting our claims) to your UK bank account or card within a reasonable time. You must tell us promptly if you change your banking details to avoid unnecessary delays in returning your Deposit.

7. Permitted Use of the Accommodation

7.1. You may only use the Accommodation for your own 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.

7.2. You must not allow anyone else to live in the Accommodation either with you or instead of you. Occasional overnight guests are allowed – see clause 14.

8. Looking after the Accommodation

8.1. 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 your tenancy.

8.2. You must report to us promptly after becoming aware of any disrepair or the need for maintenance or replacement, or if you become aware of any infestation. You may be liable to pay us compensation if a situation becomes more costly to rectify, or a replacement is needed, because you failed to report a defect in good time.

8.3. You must keep the Accommodation and its Contents in the same good and clean condition throughout your tenancy as they were in at the start, and you must not damage them (reasonable wear and tear is allowed). Alterations (including re-decoration) will be treated as damage. You must not remove any of the Contents from the Accommodation. At the end of your tenancy, you must return the Accommodation and all its Contents to the University in good clean condition, cleared of all your personal belongings and rubbish.

8.4. Jointly with the other occupiers entitled to use them, you must keep the Shared Areas and their Contents reasonably clean and tidy during your tenancy and you must not damage them (reasonable wear and tear is allowed). Alterations (including re-decoration) will be treated as damage. You must not remove any items from the Shared Areas unless they belong to you. At the end of your tenancy, you must remove all your personal belongings and rubbish from the Shared Areas (you may leave a reasonable amount of rubbish in the designated bin stores).

8.5. You agree to pay for any damage (except for reasonable wear and tear) that you or your visitors cause in Halls 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. If damage occurs in the Shared Areas and we cannot identify who caused it, we may claim compensation from all of the people with access to the Shared Area in question. (We will not claim for damage that was obviously caused by an intruder or insured risk).

9. Vehicles and Animals

9.1. Subject to clause 9.2, you agree not to bring to or keep at Halls any battery-powered or battery-assisted vehicles (for example e-bikes, electrically assisted pedal-bikes, e-scooters, electric skateboards) or their

component parts. (You must not have or charge any such vehicle or its battery on any property managed or controlled by the University, including satellite venues and facilities.)

9.2. The exceptions to clause 9.1 are:

9.2.1. electrically operated and hybrid cars (see clause 9.4 for further restrictions on these);

9.2.2. vehicles designed to assist with mobility impairment for use by you or a visitor;

9.2.3. vehicles which are not designed to assist with mobility impairment but which are used to assist you with a disability and which have been authorised by the University under our Reasonable Adjustments Policy.

9.3. If you have a permitted battery-powered or assisted vehicle, you agree to allow the University to inspect it and/or any associated charging equipment to make sure it is safe for use in Halls.

9.4. You must not park any powered road vehicle (such as a car or motorcycle) on property managed or controlled by the University unless you have registered the vehicle with the University. You will have the opportunity to register your vehicle's details as part of your on-line registration with the University. Registering your vehicle with the University does not guarantee you a parking place. Parking spaces are not individually allocated but are subject to availability, on a first-come-first-served basis. Priority parking spaces are reserved for people with a relevant disability, who will also need to register their vehicle. Only authorised and registered vehicle users may park in spaces reserved for people with disabilities.

9.5. You may not keep bicycles anywhere except in the designated cycle storage facilities. You must not leave a bicycle anywhere where it is likely to cause an obstruction. Details of cycle storage facilities are given in the Student Handbook. **WARNING:** Bicycles left outside designated storage areas may be removed without notice or liability.

9.6. In this clause 9.6, "animal" has the widest possible meaning and includes birds, fish, reptiles, domestic animals, wild animals and livestock. It applies to dead animals and animal parts (such as game), but not to meat, fish or fowl purchased retail for consumption by you. You agree not to bring into or keep in any part of Halls any animal unless:

9.6.1. it is a registered assistance dog; or

9.6.2. the University has given you its written agreement in advance under the University's Reasonable Adjustments Policy.

10. Health, Safety and Security

10.1. You must comply with guidance and reasonable additional measures relating to health, safety and/or security which may be posted in Halls or circulated by the University from time to time.

10.2. You agree not to do anything or omit to do anything that is likely to be a risk to the security, health, safety or welfare of yourself or other people in or around the Halls. For example (but this is not an exhaustive list) you must:

- not leave doors or windows unlocked when you leave the Accommodation;
- keep your Keys with you and not lend them to anyone else;
- not smoke in our buildings;

- observe reasonable standards of hygiene when using Shared Areas;
- ensure your electrical equipment is safe for use in the UK and all cables are safely positioned;
- not cause obstructions or trip hazards;
- behave considerately and with respect towards others;
- report to the University if you have serious concerns about another resident.

10.3. You agree not to bring into or keep in Halls anything that it is illegal to have in your possession.

10.4. You agree not to bring into or keep in Halls any hazardous items (including (a) items that are highly flammable such as petrol (b) items which are a fire hazard such as candles, wax melts, oil burners, joss sticks, fireworks or barbecues (c) weapons or items intended to be used as weapons, even if they are not unlawful to have in your possession (d) additional furniture or large electrical appliances or (e) small electrical appliances unless they are less than 12 month old or have passed a portable appliance test within the last 12 months.

10.5. 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.

10.6. You must not interfere with any fire detection system or use any alarm or fire-fighting equipment without good cause. Mis-use of fire safety equipment puts lives at risk, is a criminal offence in many cases, and will be treated as a serious breach of your Agreement that could lead to early termination of your tenancy. The University may also take disciplinary action against any Student who interferes with fire safety equipment or uses it without good cause.

10.7. You agree not to store or use any cooking or refrigeration equipment in any catered Halls unless you have the University's prior written approval (which will not be unreasonably withheld if you show a documented medical need for the equipment).

10.8. You agree to use any appliances safely and with proper care and not leave heated appliances unattended.

10.9. You must not smoke in your Accommodation, any part of Halls or any other University building. The term "smoke" includes the use of "e-cigarettes", "vaping", shisha pipes and similar devices. You may smoke outdoors as long as you are at least 10 metres away from the nearest University building.

10.10. The University will take reasonable measures for the security of residents in Halls and their visitors, including monitoring and patrols of University land and buildings.

10.11. You must always lock the door to your Accommodation when leaving it; always make sure windows are closed when leaving a room unoccupied (even if the room is not on the ground floor) and always make sure the main entrance door to Halls is closed behind you. You should try not to allow anyone to 'tailgate' you into a building (but you should only challenge someone if you feel confident and safe to do so). If you suspect there has been an attempted or actual intrusion, report it promptly to the University.

10.12. You agree to notify the Porters' Lodge as soon as is reasonably practical if you lose your Key(s). **You must not have a duplicate Key made.** You will be charged for the cost to the University of replacing lost Keys or Keys damaged by mis-use, but we will provide you with written evidence of the amount claimed when asking for payment.

10.13. We will expect most residents to be in Halls during term time and away from Halls during vacations. You must notify us as soon as practicable if:

10.13.1. you intend to be, or are, away from Halls for a period of longer than 5 continuous days during term-time; or

10.13.2. you intend to be, or are, in residence during vacations.

10.14. We routinely enter accommodation when students are away for longer periods so that we can carry out important safety checks and tasks, such as flushing of water systems.

11. Insurance

11.1. The University makes reasonable arrangements for the insurance of its buildings and potential liability to third parties who may be injured on its premises.

11.2. You will not be held responsible for damage to University property if it was caused by an insured risk, unless your act or omission was wilful, reckless or caused the insurer to refuse to pay.

11.3. Personal belongings that you bring to Halls are at your own risk. The University does not accept liability for damaged or missing possessions unless the damage or loss was caused by the University's breach of these terms and conditions or the wrongful act of anyone working on the University's behalf. The University recommends that you buy personal possessions insurance, especially if you have valuable items, but it is not a requirement of these terms and conditions that you insure your belongings.

12. Being a good neighbour

12.1. 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 people working on the University's behalf.

12.2. You must respect the privacy and possessions of other residents.

12.3. Bullying, harassment, 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 may lead to the University taking disciplinary action and/or terminating your Agreement and/or reporting you to the authorities.

12.4. You must not possess, use or supply or deal in any controlled or illegal 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. The University takes drug and substance mis-use 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.

13. Privacy and Access

13.1. The Accommodation is lockable for your own security and that of your possessions, but the University has duplicate Keys which people working on the University's behalf may use 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, for routine maintenance whilst you are away from Halls, or if we reasonably suspect that:

- 13.1.1. you are engaged in or planning any criminal activity;
- 13.1.2. you are in serious or persistent breach of these terms and conditions;
- 13.1.3. we have serious concerns about your health or welfare;
- 13.1.4. something in your room is causing a nuisance or disturbance to other residents;
- 13.1.5. there is some other justification for entering the Accommodation without advance notice.

13.2. If we come across anything which we believe it is illegal for you to have in your possession (e.g. 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 your tenancy.

13.3. From time to time the University will allow the police and sniffer dogs to use their lawful powers to inspect our buildings for controlled drugs and/or unlawful psychoactive substances. Advance notice of such inspections may or may not be given.

14. Guests

14.1. You may have one visitor to stay in the Accommodation for up to three nights in any seven-day period. We recommend that you discuss the visit with any flat-mates before making firm arrangements, as they may also want visitors at the same time and the flat could become overcrowded.

14.2. You must notify the University's Accommodation Office accommodation@rau.ac.uk at least 48 hours in advance of arrival of any visitors you have invited to stay.

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

14.4. You must co-operate if a member of the University staff requests a visitor to leave or postpone their stay to avoid over-crowding.

14.5. You must not allow anyone to live with you or instead of you in the Accommodation and you must not allow anyone to live or stay in any of the Shared Areas.

14.6. You must not host any party in the Accommodation.

15. Room and Meal Plan Changes

15.1. If you want to change your Accommodation for another room in University Halls, you must apply by email to the University's 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.

15.2. We will charge you £50 if we approve your request to move to another room, as payment towards our administration costs and the additional cost of a mid-tenancy check-out/check-in and deep clean. You must pay us this fee before you move.

15.3. 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. There is no charge for changing your Meal Plan but if you are changing from catered to self-catering, you may need to change to self-catering accommodation and the charge in clause 15.2 will apply.

15.4. Before your tenancy starts, 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. During your tenancy, the University may ask you to move to alternative accommodation for the same reasons.

15.5. 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 within 7 days 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.

15.6. 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.

15.7. 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.

16. At the end of your tenancy

16.1. You must move out of the Accommodation at the end of your tenancy. Clause 4 of these terms and conditions explains deadlines for vacating and returning Keys and your additional liability if you fail to comply. It is likely that the University will have agreed to let the Accommodation to someone else after the end of the Tenancy Period. **If you do not leave the Accommodation on time, the University will serve notice on you that it requires possession and may claim from you double the value of the Accommodation until you do leave (in accordance with the Landlord and Tenant Act 1730).**

16.2. The University cannot store your belongings before the start, or after the end, of your tenancy. 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 facilities. Rubbish left elsewhere will be disposed of (and we may claim the costs of disposal from you if there is a lot of it).

16.3. Unless an item you leave behind is obviously of value (in excess of £300), any belongings that are left behind will be assumed to be unwanted and will be disposed of in an appropriate way. Items believed to be of value will be moved to the Porters' Lodge where they will be dealt with in accordance with the University's Lost, Left and Found Policy. This policy allows us to dispose of items which are not claimed by the owner within a reasonable time and it limits our liability for items in our possession or under our control that belong to others. Before disposing of any item that is obviously of value the University will make reasonable attempts to contact you to make arrangements for collection, shipping or disposal. (Posting, other carriage charges and any insurance you require will be payable at cost before we despatch an item).

16.4. We will claim from you any losses we suffer and expenses we reasonably incur as a result of your failure to leave your Accommodation cleared of your possessions and rubbish. These may include additional cleaning costs, removal expenses and the cost of alternative accommodation if you left the Accommodation in such a state that it cannot reasonably be made ready in time for the next occupier.

17. Early Termination of Agreement by the University

17.1. The University is entitled to terminate your Agreement by serving notice on you at any time if:

- 17.1.1. any payment due under your Agreement has not been paid within 14 days of it being due;
- 17.1.2. you are in serious or persistent breach of the terms of your Agreement or any University Regulations;
- 17.1.3. you are not a student at the University; or you have been suspended by the University from study;
- 17.1.4. 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.

17.2. Notice of early termination will be in writing and will normally give not less than four weeks' advance warning 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.

17.3. If we terminate your Agreement under clause 17.1, we will not refund to you any Rent that you have paid in advance. If we are unable to let your Accommodation for the remainder of the Tenancy Period, we may claim against you in damages for losses suffered and/or expenses reasonably incurred as a result of your breach of the Agreement.

17.4. 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.

17.5. 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, and any unpaid Rent.

17.6. The University may (but is not obliged to) terminate your Agreement, by giving you notice to that effect, before you collect your Keys if:

- 17.6.1. you have not achieved the examination results you need to begin or continue your course of study at the University; or
- 17.6.2. you have not collected your Keys by 1500 hours on the tenth day of the Tenancy Period (or by 1500 hours on any late arrival date that you have arranged with the University).

17.7. We will normally only terminate your Agreement under clause 17.6 if we have a reasonable prospect of re-letting the Accommodation. You remain liable to pay the Rent until the date of termination or until the end of the Tenancy Period if we do not use our right to terminate.

18. Early Termination of Agreement by the Student

18.1. There is no cooling-off period in which to cancel your Agreement after the University sends you the email confirming that your reservation is complete (see clauses 1.4 and 3.1 of these terms and conditions and regulation 6(1)(d) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).

18.2. Once the University sends you the email confirming that your reservation is complete (see clause 1.3) you are liable to pay the Rent for the full Tenancy Period unless you are eligible to, and do, exercise one of your cancellation rights in this clause 18. **There are no special rights of cancellation or early termination and no discounts for Students whose course includes a sandwich placement.** Your Agreement is for a common law tenancy and the right of an assured tenant to give 2 months' notice to quit does not apply to your tenancy.

18.3. 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 within the period of 9 calendar days beginning on the date your examination results were issued and your email must reach the University by no later than 1600 hours on the last day of that period. If you cancel under this clause 18.3, the University will refund payments that you have already made under your Agreement 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 18.4, 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 18.3.

18.4. You may apply to the University for early termination of your Agreement at any time after it has become legally binding. Early termination at your request is in the University's discretion, but we will not unreasonably refuse your request if ALL of the following conditions are met:

- 18.4.1. a replacement occupier, who must be a Student and reasonably acceptable to the University, agrees to take the Accommodation for the remainder of the Tenancy Period (the University will use its reasonable endeavours to help you find a replacement, but cannot guarantee that a replacement will be available);
- 18.4.2. you have paid everything you are liable to pay the University under your Agreement up to the date the replacement occupier takes over liability for the Accommodation;
- 18.4.3. the replacement occupier must not already be occupying University accommodation and must not be someone we have previously asked to leave University accommodation;
- 18.4.4. we have no other vacant rooms available for students approaching the University direct (if you introduce a suitable replacement occupier, the replacement will be allocated to the Accommodation. If you do not introduce a suitable 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 your Agreement);

18.4.5. if you have already moved in, you must pay us an administration fee of £100 + VAT towards our costs of an additional inspection, room transfer and tenancy agreement that we would not have had to do if you had not asked us to end your Agreement early;

18.4.6. if you have not moved in, you must pay us an administration fee of £30 + VAT towards our costs of having to make a new tenancy agreement.

18.5. If your Agreement is validly terminated under clause 18.4, the University will refund you a fair and reasonable proportion of payments which you have already made under your Agreement, calculated according to the period during which the Accommodation is let to the replacement occupier. You are liable to pay the Rent up to the date the Accommodation is re-let, even if that is some time after the date you move out of the Accommodation. (If the Accommodation is not re-let before the end of the Tenancy Period, the University will not refund any pre-paid Rent.)

18.6. If you vacate the Accommodation after applying to cancel your Agreement, the University may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacement occupiers for the purposes of releasing a student who wants to end their Agreement early. We will only refund pre-paid Rent if and when the void in the Accommodation caused by your early departure has been filled and there is no loss to the University.

18.7. The University's acceptance of Keys to the Accommodation at any time shall not in itself be effective to terminate your Agreement while any part of the Tenancy Period remains unexpired

19. Important Information

19.1. The following information is given on your "My Accommodation page" of the Royal Agricultural University website or in your Offer:

- 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

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

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

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

19.5. 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 send 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

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

19.7. The Royal Agricultural University is an exempt charity.

End of standard terms and conditions of Residence at the Royal Agricultural University 2025-26