

# Terms and Conditions of Residence at the Royal Agricultural University 2018-2019



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## Accommodation Offer

The University usually make offers of accommodation in August. The University will not process your accommodation application until you have been offered a place to study at the University; you have accepted the place and you have paid the £200 prepayment.

When you accept our Accommodation offer a legally binding contract is formed between you and the Royal Agricultural University. The contract formed is subject to these terms and conditions and is referred to as the Agreement in these terms and conditions.

In accepting the Terms and Conditions listed below 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.

**You cannot terminate this Agreement early except in very limited circumstances and you will be held responsible for the payment of the Accommodation Fees for the whole period of this Licence (see Section 14).**

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## Definitions

**Accommodation** means the accommodation specified in the offer from the University and accepted by you and is the subject of this Agreement.

**Fees** means the amount charged for the Accommodation specified in the offer from the University

**Halls** means the residential building or buildings which contains the Accommodation and Shared Areas.

**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)

**Smoking** includes the use of "eCigarettes", "vaping", shisha pipes and similar devices.

**The University** means the Royal Agricultural University.

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## Licence

This Licence 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 any of the licence terms and conditions, seek clarification from the accommodation office or take independent advice before proceeding if you think you need it.

This licence does not, and is not intended to create a tenancy. Occupation of University accommodation will be as a licensee only.

## **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 with your obligations in this Agreement throughout the Period of Occupation, the Regulations for Students Living in Residence, 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.

If 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 relocate you to alternative comparable accommodation. In these circumstances the University will not be liable to you for any damage or loss that you might incur as a result of the relocation.

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.

All fully catered accommodation is inclusive of 19 meals per week during term time (brunch is served on Saturday and Sunday), all dinner, bed and breakfast accommodation (half board) is inclusive of 14 meals per week during term time (breakfast and evening meal), and self-catered accommodation is exclusive of meals. There is no meal provision for four weeks at Easter and four weeks at Christmas, there is no Meal Plan charge included in your accommodation fees for these weeks.

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### **1. Period of Occupation**

#### **For 39 week contracts**

The Period of Occupation is from (and including) 23<sup>rd</sup> September 2018 to (and including) 21<sup>st</sup> June 2019. This Agreement will automatically end on 21<sup>st</sup> June 2019, without the need for formal notice.

Your agreement is inclusive of the Christmas and Easter vacation, during which time you may leave your belongings in your room at your own risk and in line with your own personal contents insurance agreement.

You must leave the Accommodation and remove all your belongings from the Accommodation and return all keys / electronic key cards to the Porters Lodge by 9.00am on 21<sup>st</sup> June 2019. All Unicard key access will be automatically inactivated.

#### **For 31 week contracts – Main Building**

The Period of Occupation is

from (and including) 23<sup>rd</sup> September 2018 to (and including) 16<sup>th</sup> December 2018

from (and including) 13<sup>th</sup> January 2019 to (and including) 31<sup>st</sup> March 2019

from (and including) 28<sup>th</sup> April 2019 to (and including) 21<sup>st</sup> June 2019.

This Agreement will automatically end on 21<sup>st</sup> June 2019, without the need for formal notice.

Your agreement is exclusive of the Christmas and Easter vacations, during which time you must leave the Accommodation, remove your belongings from the Accommodation and return all keys / electronic key cards to the Porters Lodge by 9.00am on the last day of each period of occupation. All Unicard key access will be automatically inactivated.

## **2. Accommodation Charges**

### **2.1 Room Prepayment**

You must pay to the University a prepayment of £200 when you apply for accommodation. The prepayment is part payment towards, and will be deducted from, your annual accommodation fee. If the University makes you an offer of accommodation, it will not refund this prepayment, whether or not you accept the offer. If the University does not make you an offer of accommodation, it will refund the prepayment.

### **2.2 Accommodation Fee**

When you accept your Accommodation offer you will be liable for the full Fees for the 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 either in full on or before the date stated in your Accommodation Offer; or by agreement with the University in termly instalments. This option is only available if the instalment payments are set up in advance through the on-line payment facility. The option to pay in instalments does not apply to first year International Students where different payment rules apply. We reserve the right to request a guarantor for payment of your accommodation fees.

Please note that the meal plan inclusive accommodation fees allow for a 4 week period during the Easter vacation and 4 week period during the Christmas vacation when the catering facilities associated with residency are not functioning and therefore no meal plan charges are made. If you do require meals during this time they can be purchased directly in the Main Dining Room subject to availability.

## **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**

At the start of the Period of Occupation, the University will provide the Accommodation in clean and sound condition. Within 7 days of the start of the Period of Occupation, you should report in writing to the University any defects, damage or missing items.

### **4.1 Your responsibility**

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, except for reasonable wear and tear. At the end of the Period of Occupation, you must return the Accommodation and 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 reasonably clean and tidy during the Period of Occupation. At the end of the Period of Occupation, you must remove all your personal belongings and rubbish from the Shared Areas.

4.1.3 You must keep the Accommodation, and the Accommodation contents clean and tidy, and not damage them. You agree to pay for any damage that you or your visitors cause in the Accommodation or associated parts during your stay. Non-accidental damage and wilful interference are serious breaches of your Agreement, for which we will be entitled to end the Agreement without liability to you.

4.1.4 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 cut a duplicate key. You will be charged for the cost of replacing lost or damaged keys or electronic cards.

4.1.5 You agree to not to do anything or omit to do anything that is likely to be a security or Health and Safety risk (such as, but not limited to, leaving doors or windows unlocked when away from the Accommodation).

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

4.1.7 You agree not to store or use any cooking equipment in any catered University property. If you have a documented medical need that requires a dispensation from this prohibition, the University will discuss this with you on an individual basis.

4.1.8 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 you may keep with you. You will be responsible for any damage or nuisance which your animal causes.

4.1.9 You must not smoke in any University building, including the Accommodation and Halls. 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. You may smoke outside at a distance of not less than 10 metres from the Halls.

4.1.10 You must not alter, add to or change the Accommodation or alter, damage or add to the decoration of the Accommodation.

**4.2 The University may end the Agreement for breach of any of the above conditions and claim from you any costs it incurs in reinstating the room and/or its contents (including, without limiting costs for cleaning, repair or replacement if reasonably necessary) and its reasonable legal and administration expenses. In many cases the University will first notify you of the breach and give you a reasonable opportunity to put things right, but for serious breaches and persistent breaches, the University may immediately give you notice of termination the Agreement.**

## **5. Vehicles**

Space for parking vehicles on campus is limited. The University allocates parking spaces on a “first come first served basis”, subject to availability. You must apply and register your car details in advance as part of your on-line Registration.

You may not store a bicycle in the Accommodation or Shared Areas or in a manner that restricts walkways or passages. Please see the Student Handbook for details of bicycle storage facilities on campus.

## **6. Security**

6.1 University staff will monitor and patrol the campus with the primary intent to ensure that students and property are kept safe and that peaceful enjoyment can be experienced by all.

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.

## **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 in 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.

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

## **9. Access**

9.1 University staff and contractors may enter the Accommodation at reasonable times and with reasonable notice for the purposes of viewing, inspection, cleaning and/or routine maintenance and repair. Where possible and practical, the University will give you 48 hours' notice of needing access to the Accommodation and in the event of non-routine maintenance and repairs access will be required within 24 to 48 hours of a request being made.

9.2 In the event of an emergency or if the University has reasonable cause for concern regarding your safety or wellbeing, University staff or contractors may enter the Accommodation without giving advance notice.

## **10. Removal**

10.1 Outside the period of your Agreement, the University cannot store your belongings. The University will move to Lost Property any of your belongings left in the Accommodation or Shared Areas at the end of the Period of Occupation. The University will make reasonable attempts to contact you in order to arrange for collection of the belongings. If the University cannot contact you and the belongings remain uncollected at the end of July the University will dispose of them. Items of value (in excess of £300) will not automatically be disposed of but you are responsible for their collection, storage and/or postage costs and will only be kept for a period of 6 months before disposal.

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.

10.3 You will be responsible for the costs of removal, storage, disposal or sale of any item under paragraph 10.1 or 10.2 above.

## **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 in writing to the University Accommodation Office. The University is not obliged to change your Accommodation, but will make reasonable efforts to make the change you request.

If you want to change your Meal Plan between fully catered (full board) and dinner, bed and breakfast (half board), you must apply in writing to the University Accommodation Office. As Meal Plans are loaded in advance onto your Unicard a week's notice is required.

The University will charge you an administration fee of £25, which you must pay before any change takes place.

12.2 The University may relocate you to alternative comparable accommodation, either temporarily or permanently, for operational reasons (such as essential maintenance and repairs), 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 before it would otherwise come to an end at the end of the Period of Occupation 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 or cease to be 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' notice of termination of the Agreement. The exception to this notice period will be invoked where the University has reasonable cause to believe that there is an identified threat of serious physical harm and/or violence to self or others. In such instances immediate termination will be invoked, with the written approval of the Vice-Chancellor/Deputy Vice-Chancellor.

13.3 When the Agreement is terminated, all benefits that accompany residency at the University (including meal plans) shall cease.

#### **14. Termination of Agreement by the student**

14.1 You may only end this Agreement with the University in accordance with these terms and conditions. This includes students whose course includes a sandwich placement. To terminate the Agreement before the Period of Occupation would otherwise come to an end, you must pay the Fees, the Administration fee and any additional charges due in full for the Period of Occupation unless and until all of the following conditions are met:

- a replacement occupier, 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);
- you have paid all sums due under the Agreement ;
- the replacement occupier must not already be occupying University accommodation. If you introduce the replacement occupier, that replacement shall 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.

14.2 If the Agreement is validly terminated under clause 14.1, 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 licenced to the replacement occupier. You are liable to pay the Fees up to the date the Accommodation is re-licenced 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-licenced before the end of the Period of Stay, the University will not refund any pre-paid Fees.)

14.3 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.

14.4 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 you must vacate the Accommodation and you must leave the University Campus by 9am on the last day of the Period of Occupation.

15.2 You must remove all your personal belongings from University premises and hand in keys / electronic cards handed to the Porters Lodge.

#### **16. Failure to Vacate**

16.1 It is likely that the University will have agreed to licence 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 notifying you that you will be liable to 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. Licence Information**

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

Name and address of the supplier of your accommodation

The address of the accommodation and the services which 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.

18.2 There is no "cooling off period" for this agreement (see regulation 6(1)(d) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013)

18.3 The Agreement becomes binding when you click "**I ACCEPT**" on the offer of accommodation screen.

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 specified in these standard terms and conditions.