

1 Definitions

In these terms and conditions, the following words and expressions shall have the meaning given to them in this clause.

Accommodation means the furnished accommodation specified in the Offer.

Building means the hall where the Accommodation is situated, as specified in the Offer.

Contract means a licence for you to occupy the Accommodation during the Period of Occupation on the terms of the Offer and incorporating the documents referred to in clause 2.2 of these terms and conditions.

Fees means the amount payable for occupying the Accommodation during the Occupation Period, as specified in the offer from the University.

Meal Plan the level of catering provided as part of the Contract (based on selections made by you when applying for the Accommodation)

Period of Occupation means the period during which you will be entitled to live in the Accommodation

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) and they include our contents in them

The University (and **we/our/us**) means the Royal Agricultural University of Stroud Road, Cirencester GL7 6JS

You/your refers to the student who has accepted our offer to provide the Accommodation during the Period of Occupation

The Contract 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 these terms and conditions, or any of the documents referred to in these terms and conditions, seek clarification from the University's Accommodation Office or take independent advice before proceeding.

2 Accepting an Offer of Accommodation

- 2.1 The University will not process your accommodation application until you have been offered a place to study at the University and you have accepted the place. If your accommodation application is successful, the University will make you an Offer. The

Offer will tell you how to accept it. You will need to accept the Offer by the stated deadline and pay £200 Fees in advance if you want the Accommodation, otherwise it will be offered to someone else.

2.2 When you accept an Offer a legally binding contract for the Accommodation is formed between you and the University. The Contract consists of:

- Any terms specific to you and the Accommodation that are set out in the Offer
- These Terms and Conditions of Residence
- The Regulations for Students Living in Residence published in the Royal Agricultural University student handbook
- The Terms and Conditions for Payment of Fees.
- The Unicard Terms and Conditions

2.3 **The Contract is for the entire Period of Occupation set out in the Offer. There is no cooling-off period in which to cancel after you have accepted the Offer. When you accept an Offer, you are entering into a binding agreement to pay the applicable Fees for the full Period of Occupation stated in the Offer.** You cannot terminate the Contract early except in the limited circumstances set out in these terms and conditions (see clause 15). You are not entitled to any refunds or discounts for time during the Period of Occupation when you are not living in the Accommodation (for example whilst on work experience, job shadowing, study tours, or if you are ill).

3 Agreement and what it includes

3.1 When you accept an Offer and make your £200 prepayment, the University agrees to provide you with the Accommodation for the Period of Occupation and agrees to comply with its obligations in the Contract. In return you agree to comply with your obligations in the Contract throughout the Period of Occupation.

3.2 If the Accommodation may not be available or is not reasonably fit for habitation at any time during the Period of Occupation because of operational reasons (such as essential maintenance and repairs or security) or for reasons beyond the University's reasonable control (such as damage by flood or fire, or if a prior occupier has refused to vacate), the University may provide you with alternative comparable accommodation. You agree to accept the substitution. If the substituted accommodation is normally charged at a higher rate than the Accommodation, you will not have to pay any more for it. If the substituted accommodation is normally charged at a lower rate than the Accommodation, you will be charged the lower rate. Unless paid by the University's insurer, the University will not be liable to you for any loss or inconvenience that you might suffer or any expenses that you might incur as a result of the substitution.

3.3 The Contract includes:

- 3.3.1 the cost of utilities and internet (but we reserve the right to pass on to you any additional costs we incur if you use these excessively)
- 3.3.2 cleaning of the Accommodation and fortnightly laundry of bedlinen during academic term time
- 3.3.3 any applicable Meal Plan.

3.4 The Contract does not include personal possessions insurance

- 3.5 If the Accommodation is in a house or flat with shared facilities, you are jointly responsible with the other people who are entitled to use them for keeping the Shared Areas clean. We will help you keep communal bathrooms clean by providing a regular cleaning service, but you are responsible for day-to-day cleaning of the bathroom and other facilities after use, to ensure they are ready for the next person to use after you. The provision of cleaning services is subject to the separate Service Level Agreement.
- 3.6 You do not have to clean Shared Areas outside your house or flat, but you agree not to make them dirty or obstruct or litter them.
- 3.7 The fully-catered Meal Plan (full board) includes 19 meals per week during the University's academic term time (brunch is served instead of breakfast and lunch on Saturdays and Sundays).
- 3.8 The partly-catered Meal Plan (half board) includes 14 meals per week during the University's academic term time (breakfast on weekdays, brunch on Saturday and Sunday and an evening meal each day).
- 3.9 Self-catering accommodation does not include a Meal Plan.

4 Period of Occupation

- 4.1 The Period of Occupation applicable to you is set out in your Offer.

Standard contracts

- 4.2 For Standard Contracts the Period of Occupation is from (and including) [13th September 2020] to (and including) [23rd May 2021]. Contracts will automatically end on [23rd May 2021], without the need for you or us to give formal notice.
- 4.3 Standard Contracts include the Christmas and Easter vacations, during which time you may leave your belongings in the Accommodation (but at your own risk and subject to any exclusions or other conditions of your own personal contents insurance).
- 4.4 You must leave the Accommodation and remove all your belongings from the Building and return all keys / electronic key cards to the Porters Lodge by 9.00am on 7th June 2020. For reasons of security, **all Unicard key access will be automatically inactivated shortly after the deadline for vacating.** If this causes you difficulty (for example if you are too ill to travel) and you need access to your room, you should contact the Porters Lodge.

Term-Time Contracts (Main Building)

- 4.5 The Period of Occupation for term-time Contracts consists of 3 separate sessions: from (and including) [13th September 2020] to (and including) [13th December 2020] and from (and including) [3rd January 2021] to (and including) [21st March 2021] and from (and including) [18th April 2021] to (and including) [23rd May 2021]
- 4.6 Contracts will automatically end on the last day of the Period of Occupation without the need for you or us to give formal notice.

4.7 If you have a term-time Contract, you are not permitted to live in the Accommodation or leave your belongings there between sessions (during the Christmas and Easter vacations). On the last day of each session you must vacate the Accommodation, remove your belongings from the Building and return all keys / electronic key cards to the Porters Lodge by 9.00am that day. For reasons of security, **all Unicard key access will be automatically inactivated shortly after the deadline for vacating at the end of each session.** If this causes you difficulty (for example if you are too ill to travel) and you need access to your room, you should contact the Porters Lodge.

4.8 We do not guarantee that the Building will be heated or WiFi service maintained between the sessions of term-time contracts.

4. Fees

4.1 Prepayment

You must make a payment of £200 to the University as a pre-condition of accepting your Offer. This payment is part of the Fees. It is only refundable if you are unable to take your place on a University course because your course offer was conditional and you did not meet the conditions of the offer. In such cases, the pre-payment will be refunded to you within 14 days of you notifying the University's Accommodation Office that you will not be joining your course because you did not meet the required conditions.

4.2 Payment Dates

4.2.1 Unless you are a first-year international student, you must either:

(a) pay the Fees to the University in full on or before the payment date stated in your Offer; or

(b) set up a payment plan online before the start of the Occupation Period for advance termly instalments and pay the Fees as and when they fall due in accordance with that payment plan.

4.2.2 If you are a first-year international student, you must pay the Fees to the University in full on or before the payment date stated in your Offer.

4.2.3 If you do not pay your Fees within 14 days from and including the due date for payment, the University may charge you interest at the rate of 3% per annum above the base rate of The Bank of England on overdue Fees from the date they became due until the date they are paid.

4.2.4 If you are due to make a payment before the start of the Period of Occupation, but you have not paid it, the University can terminate the Contract and offer the Accommodation to another student.

4.3 Additional charges

As long as you comply with the terms of your Contract, you should not have to pay any accommodation-related charges, other than the Fees. If you wish to change the Contract, or end it early, we may charge you a reasonable fee if we agree to the change or early termination. If you do not comply with the terms of your Contract, and we suffer loss or incur expense, we will claim from you the sum of money it would take to return us to the same financial position as we would have been in if you had complied.

5. Permitted Use of the Accommodation

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 or disturbance to other people or which is illegal or may reasonably be thought to bring the University into disrepute.

6. Care of the Accommodation and Restrictions on Use

At the start of the Period of Occupation, the University will provide the Accommodation (and any Shared Areas serving it) in clean and sound condition. Within 7 days of arrival, you should report in writing to the University any defects, damage or missing items. If you do not do this, you may find it difficult to prove that you are not liable for defects, damage or missing items.

- 6.1.1 You must keep the Accommodation and our 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. At the end of the Period of Occupation, you must return the Accommodation and our 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 our contents 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 and leave our contents where they were at the start of the Period of Occupation.
- 6.1.3 You must take proper care of the Accommodation, any Shared Areas that you use, and our contents and you must not damage them. We will not ask you to pay for reasonable wear and tear, or damage by an insured risk outside your reasonable control. We will ask you to pay for other damage that you or your visitors cause in the Building, including accidental damage. The amount we will ask you to pay will be the cost of putting the damaged item or property back in the same condition as it would have been in if you or your visitor had not damaged it. This may include replacement if repair is not economic, but when calculating what we ask you to pay we will make allowance for the age and condition of the item at the start of the Period of Occupation. If damage is caused in Shared Areas, and we cannot identify who caused it, we will ask all the people entitled to those Shared Areas to pay a proportion of the cost.
- 6.1.4 Deliberate damage and mis-use of any part of the Building or any of its contents is a serious breach of these terms and conditions.
- 6.1.5 You must not alter, add to, decorate or change any part of the Building or our contents.
- 6.1.6 You agree not to bring into the Building any highly flammable or explosive items (including fireworks or ammunition).
- 6.1.7 You must not bring any furniture into the Building (if you need specific furniture to help with a disability, you should discuss this with University staff before accepting your Offer and a dispensation from this clause will not be withheld unreasonably).

- 6.1.8 You must not have any electrical items at the Building unless they have passed a portable appliance test within the 12 months before the start of the Period of Occupation. Any electrical items you use in the Building must be safe for use in the UK.
- 6.1.9 If the Contract is for catered accommodation, you agree not to store or use any cooking equipment there. In self-catered accommodation, cooking equipment must only be used in the designated kitchen areas. If you need a dispensation from this clause to help you manage a disability you should discuss this with University staff before accepting your Offer. We will not unreasonably withhold permission, but we will take into account matters such as fire safety.
- 6.1.10 You agree not to bring into the Building 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 writing that you may keep with you. You will be responsible for any damage or nuisance which your animal causes. The University may withdraw permission to keep the animal if it causes a nuisance to others or serious damage.
- 6.1.11 You must not smoke (which for the purposes of your Contract includes using e-Cigarettes, vaping devices, shisha pipes or similar) anywhere inside the Building. You may smoke outside the Building as long as you keep at a distance of not less than 10 metres away from the Building.
- 6.1.12 You must not interfere with any fire prevention, protection or detection article or with fire-fighting equipment without good cause, as defined in the Regulations for Students Living in Residence. You must take proper care not to activate fire alarms by accident.
- 6.1.13 You must maintain a safe environment in the Accommodation for people who may need to visit for inspection, maintenance, viewing or repair purposes.

7. Expected standards of behaviour

- 7.1 Whilst at or near the Building, you must behave reasonably and treat others with respect and consideration. You must not cause a hazard, nuisance or disturbance and you must comply with all reasonable requirements of people working for the University.
- 7.2 You must respect the privacy and possessions of other occupiers of the Building.
- 7.3 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 the Contract.
- 7.4 Intoxication is no justification for failing to meet expected standards of behaviour.
- 7.5 You must not possess, use or supply or deal in any controlled or psychoactive substances whilst at the Building, or anywhere else on property owned or managed by the University, except for possession and use of drugs that have been prescribed for you and you take them in accordance with your doctor's instructions. The University has a zero-tolerance policy to substance abuse. It will terminate your Contract and report the matter to the police if you do not comply with this condition.
- 7.6 If you have a gun you must have a licence for it. You must notify the University before the

start of the Period of Occupation and register the gun with the University on the day you arrive. You must comply with all reasonable requirements of the University for the keeping of the gun and ammunition, including its normal place of storage (which will not usually be in the Building). You are not allowed to have any other weapon (including replica or ceremonial weapon). If you need a knife or any other hazardous implement in connection with your practical studies, this must be authorised by the University and you must comply with the University's requirements for storage and use.

8. Health, safety and security

- 8.1 Many of the restrictions on use set out in clause 7 of these terms are for the health, safety and security of residents.
- 8.2 All the University's students must comply with the University's applicable policies and procedures as part of their membership of the university. These apply in the Building as well as in areas where teaching and socialising takes place.
- 8.3 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.
- 8.4 If you are planning to be away for more than 5 consecutive days, you must let the University know (by email or other writing is preferred), so that we know you are safe.
- 8.5 University staff monitor and patrol the Building and we take this opportunity to make you aware that CCTV may be used in the Shared Areas and personnel may wear body cameras. You agree that we may capture and process images for the legitimate purpose of keeping people and property safe.
- 8.6 Any personal possessions that you bring to the Building at your own risk. The Fees do not include possessions insurance. If your possessions are not already insured, you are advised to take out a suitable policy. The University does not accept responsibility for the loss or theft of or damage to any of your personal possessions unless it is as a result of the University's wrongful act or negligence.
- 8.7 You must lock the Accommodation when you are not in it and you must keep your key or key-card with you at all times (except when required to return it to the University). You must not label your key or key card with your address, or lend your key or key-card to anyone else, and you must not have duplicates made. If you lose your key or key card you must notify the Porters Lodge as soon as is reasonably practical. You must pay us a default charge equal to the cost reasonably incurred by the University for replacing your key or key card. The charge will be payable within 7 days of demand, accompanied by evidence of the amount claimed.
- 8.8 You agree to not to do anything or omit to do anything that is likely to be a security risk (such as, but not limited to, leaving doors or windows unlocked when away from the Accommodation or Shared Areas).
- 8.9 You agree not to do anything (whether carelessly, recklessly or deliberately) to put the health, safety or welfare of yourself or others at risk or that causes damage to other people's property. See also clause 10.3 under which the University may confiscate certain types of item.

9. Visitors

- 9.1 You are responsible for any person whom you invite to the Building, and will be liable for any loss, damage or injury that they cause.
- 9.2 University staff may ask a visitor to leave at any time, but will normally only do so in the interests of the health, safety, security and wellbeing of others. If a University's representative asks your visitor to leave, you will co-operate and will not obstruct our staff in the course of their duties.
- 9.3 You may have one guest to stay with you in the Accommodation for up to three nights in any seven-day period. We recommend that you seek the agreement of the other residents using the same Shared Areas before arranging the visit. In order to comply with fire regulations, you must register overnight visitors with the University's Accommodation Office at least 48 hours in advance of each stay.
- 9.4 You must not invite anyone to stay at the Accommodation whilst you are away. You must not advertise the Accommodation on Airbnb or elsewhere, or take in paying guests. You must not sub-let or sub-license the Accommodation, or transfer your Contract to anyone else.
- 9.5 You must not host any party in the Accommodation or Shared Areas.

10. Privacy and Access

- 10.1 We will not normally give advance notice before entering the Shared Areas.
- 10.2 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 breach of these terms and conditions;
 - (c) there are grounds to 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.
- 10.3 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 (eg sound system) or dangerous to have in a hall of residence (eg 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.
- 10.4 From time to time the University will allow the police and sniffer dogs to inspect the Building for controlled and/or psychoactive substances. Advance notice of such inspections may or

may not be given.

11. Vehicles

11.1 Space for parking vehicles on any University property is limited. The University allocates parking spaces to residents on a “first come first served basis”, subject to availability. You must apply for a parking permit and register your car details in advance as part of your on-line Registration. We may revoke a parking permit if a space is needed for someone who has a disability, but we will give 7 days’ notice to allow you to find an alternative space.

11.2 You may not store a bicycle inside the Building or outside the Building in a manner that restricts walkways or roads. The Student Handbook gives details of available bicycle storage facilities on campus.

12. At the end of each session (term-time contracts) and at the end of the Period of Occupation

12.1 You must move out of the Building on or before 9.00 am on the last day of the Period of Occupation (and the last day of each session if your Contract is for term-time only). It is likely that the University will have agreed to license the Accommodation to someone else after the end of the Period of Occupation (and between sessions if you have a term-time-only contract.) If you do not vacate the Accommodation at the end of the Period of Occupation, the University will serve formal notice on you requiring you to move out. The University will claim from you as damages (compensation):

- (a) Money for your additional use and occupation of the Accommodation;
- (b) Compensation we may have to pay if we have promised to let someone else use the Accommodation and we are unable to fulfil our obligations and/or the cost of housing that person somewhere else;
- (c) The cost to us of preparing and serving the notice;
- (d) The fees and expenses and VAT of any professional advisers which we reasonably ask to help us;
- (e) Any fees payable to a court or tribunal if we take legal proceedings against you.

12.2 The University cannot store your belongings. Whilst you are living in the Building you must keep your belongings (other than vehicles and bicycles) in the Accommodation and not in the Shared Areas. You must remove all your personal belongings from the Building before the end of the Period of Occupation (and at the end of each session if you have a term-time-only contract).

12.3 If you leave anything behind when you vacate, and it is of obvious value (in excess of £300), the University will make reasonable attempts to contact you in order to arrange collection. If belongings remain uncollected for more than 28 days after Period of Occupation has expired, the University will dispose of them in such way as it thinks fit, without liability to you. If you ask us to forward items to you, we will ask you to pay the packaging and delivery costs before they are despatched. If you have a term-time Contract and you leave behind something of value at the end of the first or second session, we will keep it for until the start of the next session (but we do not accept liability for it).

12.4 You must leave your Accommodation and (jointly with others entitled to use them) the Shared Areas serving it clean, tidy and clear of rubbish when you vacate and return your keys and key cards to the Porter’s Lodge.

13. Room and Meal Plan Changes

- 13.1 If you would like to move from the Accommodation to another room in University halls, you must apply in writing to the University Accommodation Office. The University is not obliged to agree, but (subject to operational considerations) we will make reasonable efforts to grant your request. We will charge you £50 + VAT for arranging the change (we will not charge if we refuse your request) and you must pay us this fee before we will move you.
- 13.2 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.
- 13.3 If you move out of the Accommodation into an alternative room, you must comply when you move with your obligations to leave the Accommodation clean and tidy, and hand in your key or key card.
- 13.4 If you want to change your Meal Plan, you must apply in writing to the University Accommodation Office. The change to your Meal Plan will take place approximately 2 weeks after you apply or, if later, 2 weeks after you pay any additional Fees for an up-graded Meal Plan.

14. Termination of the Contract by the University

- 14.1 The University may end your Contract by giving you notice before expiry of the Period of Occupation if:
- 14.1.1 any Fees or other payment due under the Contract has not been paid within 14 days of the due date for payment;
 - 14.1.2 you are in serious, repeated or persistent breach of any of your obligations in your Contract or University Regulations;
 - 14.1.3 you are not registered as a student at the University; or you have been suspended by the University from study;
 - 14.1.4 you behave in a manner which in the reasonable opinion of the University is likely to cause harm distress or anxiety to others or such behaviour actually causes distress, alarm or anxiety to others.
- 14.2 The notice of termination will be in writing and the period of notice will usually be at least four weeks.
- 14.3 The University will claim from you the costs it reasonably incurs in taking advice about your status, for preparing and serving the notice, and any proceedings that are reasonably necessary to make sure you vacate, and any losses it sustains as a result of your failure to comply with the terms of the Contract.

15. Termination of Contract by You

- 15.1 When you accept an offer of Accommodation, your Contract is for the full Period of

Occupation. There is no 'cooling-off period' in which you can change your mind, so you should make sure that the Offer meets your needs before you accept.

- 15.2 Discounts and refunds are not given for periods whilst you are away from University (such as on work placement or if you take a holiday).
- 15.3 You can only bring this this Contract to an end before expiry of the Period of Occupation as allowed by this clause 15.
- 15.4 You must apply to the University in writing if you want to end it before the Period of Occupation expires.
- 15.5 The University will normally agree to a request for early termination, if and when all the following conditions have been met:
 - (a) a replacement occupier, reasonably acceptable to the University, agrees to take the Accommodation for the remainder of the Period of Occupation
 - (b) the replacement must be a student of the University who is not already occupying University accommodation;
 - (c) you must all money due under the Contract up to the date the replacement takes over; and
 - (d) you must rectify any other breaches of your obligations in the Contract (or pay us reasonable compensation in lieu).
- 15.6 The replacement occupier must be a student at the University who is not already occupying University accommodation and who has not previously been expelled from University accommodation.
- 15.7 The University will use reasonable endeavours to help you find a replacement occupier, but does not guarantee that one will be found.
- 15.8 If the University has applicants on its waiting list, the University may allocate those students to any other empty room it has. The University will not give the Accommodation priority of allocation unless you find the suitable replacement occupier yourself (so that your early termination of the Contract does not cause any loss or expense to the University).
- 15.9 If your Contract is validly terminated under this clause 15, the University will refund to you a fair and reasonable proportion of any 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, your Contract remains in force until the Period of Occupation expires, and the University will not refund any pre-paid Fees.)
- 15.10 If you vacate the Accommodation, 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 Contract 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.

- 15.11 The University's acceptance of the keys or keycards to the Accommodation at any time shall not in itself be effective to terminate the Contract while any part of the Period of Occupation remains unexpired

16. Breach of Contract

- 16.1 If you do not comply with your obligations in the Contract, the University will be entitled to claim "damages" (or compensation) from you. The amount we are entitled to claim is the money it would take to put us into the same financial position as we would have been in if you had complied with your obligations. We must act fairly and reasonably, but we are not expected to suffer loss or incur expense as a result of your breach of the Contract.

- 16.2 We will notify you in writing if we are making any claim for damages against you, and ask you to pay us within 14 days. If you do not pay, we may take our claim to court, and we would ask the court to order you to pay our legal costs, court costs and enforcement costs in addition.

17. Important information about the Contract

- 17.1 You will be able to view all the most important information about University accommodation on the Royal Agricultural University website and in your Offer.

- 17.2 The University subscribes to the UUK Approved Code of Practice under the Housing Act 2004.

- 17.3 The University gives you permission to occupy the Accommodation during the Period of Occupation as a licensee, and the Contract is not intended to be a tenancy agreement. If any competent court, tribunal or other authority decides that the Contract is a tenancy agreement, it shall be within paragraph 8 of schedule 1 of the Housing Act 1988 and thereby excluded from being an assured or assured shorthold tenancy.