

Standard Terms and Conditions of Residence

This document sets out the relationship between a Student and the University of Reading (“the University”) and sets out the terms governing the Student’s residence in the University’s Halls (“the Contract”).

The University is an independent corporation with charitable status established by Royal Charter with number RC000665 and its registered office is at Whiteknights, PO Box 217, Reading RG6 6AH. Communications about this Contract can be sent to acmo@reading.ac.uk and all notices should be marked for the attention of the Accommodation Contract Liaison Officer.

In these terms and conditions “University” includes all buildings belonging to the University or managed by or on behalf of the University.

It is the Student’s responsibility to make sure they read, understand and agree to these terms and conditions before making a commitment.

The Contract is governed by the law of England and Wales and the Student and the University agree that any legal proceedings regarding it or any matter arising from it shall be brought in the English courts.

The Contract is not an agreement for an assured shorthold tenancy. It is an agreement for a tenancy at common law by virtue of paragraph 8 of schedule 1 of the Housing Act 1988.

If accepted, the University’s offer of accommodation and these terms and conditions will together create **legally binding obligations** (‘the Contract’) between the University and the Student.

The Contract becomes binding on the first to occur of the following:

- The Student indicates on the Student Accommodation Online system that he/she accepts the University’s offer of accommodation OR,
- The Deposit payment is registered by the Accommodation Office OR
- The Student is given possession of the Accommodation.

Once the Contract has become binding, the Student has a legal obligation to pay the Rent for the Period of Residence, even if the Student does not occupy the Accommodation for the full Period of Residence.

The Student is also required to comply with University regulations referred to in this Contract and the relevant Halls Handbook, which can be accessed via: www.reading.ac.uk/accommodation, to which the University may make reasonable changes from time to time.

Please Note: There are only limited rights of cancellation, and these are set out in sections 4.0 of these terms and conditions.

If the contract is for Catered Accommodation the Contract will incorporate the catering terms and conditions available to view at:

http://www.reading.ac.uk/catering/Cater_Catering_packages_Terms_and_Conditions.aspx

The catering package is part of the Contract for Residential accommodation and once the student has accepted the offer the catering package cannot be cancelled without termination of the Contract in its entirety in accordance with rights of cancellation.

The Contract is for Single Occupancy. If the residence is occupied by more than one individual (the Permitted Occupants) the person named in the Contract is responsible for ensuring compliance by all occupants to the terms and conditions of this agreement. All Permitted Occupants must be registered with the accommodation office prior to arrival

Clause headings and numbering are for ease of reading and are not intended to affect the legal meaning of the contract

1. DEFINITIONS

Accommodation	The room in the Residence which the Student will be permitted to occupy, as described in the University's offer of accommodation
Common Parts	Any shared facility such as kitchen, common or other rooms allocated to the Accommodation or jointly available to students and those parts of the property which are necessary for the purpose of gaining access to the Accommodation
Contents	The fixtures, fittings and equipment provided by UPP
Deposit	The sum of £250 payable to the University of Reading
Flat	The flat (if any) in which the Accommodation is situated and "a flat" means the Flat or any other flat at the Residence
Hall	The University's hall of residence at which the Student resides under the terms of this Contract
Halls Hotline	The number given in the relevant Halls Handbook for out-of-hours or emergency calls to the UPP
Payment Date(s)	The due date(s) for payment of instalments of Rent specified in the University's offer of accommodation, or such dates as may subsequently be specified in a written payment plan agreed between the University and the Student
Period of Residence.	The Period of Residence is specified in the University's offer of accommodation
Permitted Occupants	Members of the Student's immediate family or other person who the University has agreed may with the Student occupy multiple occupancy accommodation, and who has been registered by the University as a Permitted Occupant.
Reception	The designated reception for the Residence, as described in the relevant Halls Handbook
Rent	The amount specified in the University's offer of accommodation. This sum includes the price of the Services.
Residence	The Hall named in the University's offer of accommodation
Rights	to use the Contents in the Accommodation

	to use the Common Parts and their Contents, jointly with other students
Services	buildings insurance and repair of the Residence cleaning of the Common Parts services specific to the Residence as identified in the relevant Halls Handbook providing hot and cold running water to the Residence lighting and heating of the Residence providing an electricity supply to the Accommodation disposal of rubbish deposited in proper receptacles in the designated areas
Student	The student/prospective student named in the University's offer of accommodation, whose home address shall be as stated in the Student's application
UPP	UPP Reading Ltd, 40 Gracechurch Street, London, EC3V 0BT
Visitor	Any person other than (a) a representative of the University or UPP (b) the Student and (c) Permitted Occupants registered as living at the Accommodation

2. AGREEMENT FOR A TENANCY

- 2.1. The University agrees to grant and the Student agrees to take a tenancy of the Accommodation with the benefit of the Rights and Services for the Period of Residence as defined by this Contract.
- 2.1.1. The Student agrees to comply with his/her obligations in the Contract.
- 2.1.2. The University agrees to comply with its obligations as set out in the Contract.
- 2.1.3. The University's rights may be exercised by the University and by any person or organization authorised by the University to exercise those rights on its behalf.

The offer of accommodation

- 2.2. The offer of accommodation remains open until the deadline stated in the offer. If the offer of Accommodation is not accepted by the deadline, the offer will automatically lapse and the Accommodation can be offered to another applicant.

- 2.3. The University has sole discretion with regard to room allocation in the Residence. The Student shall not be entitled to insist on being housed in a specific room, or being housed together with, or apart from, any other person. The University may, in its discretion, have regard to requests for allocation of specific rooms and/or requests for groups of friends to share a Flat, but does not have to agree to such requests.
- 2.4. The minimum duration of the Contract is for the Period of Residence, unless the University or the Student exercises his/her rights to terminate early, as set out in, and in accordance with, these terms and conditions.
- 2.5. Whilst the University has offered the Student a place in the Residence, and will try to locate the Student there, the University does not guarantee that the named Residence or nominated Accommodation will be available in all cases. The University will endeavour to offer the Student alternative accommodation of an equivalent or better quality at a similar price or give the Student the right to cancel the Contract without charge.
- 2.6. Any variation to these terms, once accepted by the student, will only apply if agreed between the Student and the University. The University will confirm any agreed variation to the Student in writing at the time the variation is made.

Conditions of the offer

- 2.7. If the Student has previously been accommodated in University or UPP accommodation, the University agreement to grant tenancy is conditional on:
 - 2.7.1. The student having settled all outstanding charges to the University
 - 2.7.2. The student not being subject to any disciplinary sanctions relating to living in halls.
- 2.8. If any of the conditions in 2.7 are not satisfied then the University may terminate the Contract at any time by giving written notice to the student before the student begins to occupy the Accommodation. If a breach of 2.7 is not discovered until after the student has begun occupation the University may treat this as a material breach and terminate the contract in accordance with clause 4.1.

3. DEPOSIT

- 3.1. The Deposit is held by the University as security for the Student's obligation to take the tenancy. If the Student does not take the tenancy, the deposit will only be refunded in the circumstances described in Rights of Termination
- 3.2. If the Student takes the tenancy and moves into the Accommodation, the Deposit will be held as security against breaches of the Contract and for use against damage charges.
- 3.3. The University (but not UPP) may use the Deposit in settlement or part-settlement of any sums which the Student owes to the University for Rent or, administrative charges incurred in connection with the Accommodation. Either the University or UPP may use the Deposit in settlement or part-settlement of the reasonable costs incurred in compensating the University and/or UPP for, rectifying or remedying, any breach by the Student of his/her obligations in these

terms and conditions.

- 3.4. No interest will be payable in relation to the period the deposit is held.
- 3.5. At the time of deposit return, additional charges related to returning the deposit may be deducted from the deposit (e.g. international bank transfer fees)

Student's obligations:

The Student must:

- 3.6. pay the Deposit when accepting the offer of accommodation.
- 3.7. pay the Rent to the University in advance, in the instalments specified in the offer of accommodation, on or before the Payment Date(s) or such other dates as the University may have agreed with the Student in a written payment plan.
- 3.8. pay the University or UPP for repair, replacement and cleaning if required because of the behaviour or neglect of the Student or their visitor(s).
- 3.9. pay to the University and/or UPP all costs reasonably incurred in enforcing the Student's obligations or arising from a breach (including any proper and reasonable administrative charges for notification of breaches, reminders for payment, late payments charges, dealing with rejected payments & the costs of collecting payment, the costs associated with a Notice to Quit) The Student will be notified of such charges. Payment is due within 14 days of the notification.
- 3.10. Comply with the terms of this Contract and the regulations and rules referred to herein.

Damage

- 3.11. Where damage or loss occurs in any part of the Residence or the Accommodation and it is not possible for the University or UPP (acting reasonably) to ascertain who is at fault, the Student agrees to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a proper and reasonable administration fee per student, as determined by the University acting reasonably.
- 3.12. The Student shall not be required to contribute to reinstating loss or rectifying damage which in the University's or UPP's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations relating to security.
- 3.13. Indicative examples of charges for loss or damage may be found in the relevant year's Halls Handbook.
- 3.14. Appeals against damages charges may be made in accordance with the Accommodation Complaints Procedure (which can be accessed on the web via <http://www.reading.ac.uk/internal/student/student-community/currentstudents/CurrentStudentsInHalls.aspx>)

4. TERMINATION OF THE CONTRACT

TERMINATION BY THE UNIVERSITY

4.1. Material Breach leading to Termination of the Contract by the University

- 4.1.1. Items marked with * in this Contract will be treated by the University as a material breach, entitling the University to terminate this Contract. However, any breach may impact upon any future applications the Student makes to live in halls of residence.

This Contract does not affect the disciplinary powers of the University. A breach of the Student's obligations in this Contract may also be treated as a breach of the University's Regulations for Conduct and be subject to the University's disciplinary procedures (see the Calendar at www.reading.ac.uk/calendar).

University's rights to terminate the contract other than Breach

4.2. Late Arrivals

- 4.2.1. The Contract is in force on the first day of the Period of Residence, if the Student does not move into the Accommodation, the following shall apply:
- 4.2.1.1. The Student should seek agreement from the University and make arrangements for late arrival. If no late arrival agreement is made and the Student has not taken up residence on the third day of the Period of Residence the University may terminate the Contract (but shall not be under any obligation to do so). If the University terminates the Contract under this clause the Student will be liable for rent under the same terms and conditions further explained under the heading Contract Cancellation.
- 4.2.1.2. If the Student has an agreement with the University for late arrival but has not taken up residence by the agreed late arrival date, the University may terminate the Contract (but without any obligation to do so) on or at any time after the agreed late arrival date. If the University terminates the Contract under this clause the Student will be liable for rent under the same terms and conditions explained under the heading Contract Cancellation.
- 4.2.1.3. Neither of the above late arrival clauses (4.2.1.1 and 4.2.1.2) will apply if the University has received payment of Rent in accordance with the offer of accommodation by the first day of the Period of Residence.
- 4.2.2. Offers of accommodation will be deemed void and can be withdrawn at any time before the Period of Residence begins if the student falls into one of the following categories;
- 4.2.2.1. Has any unpaid debt to the University
- 4.2.2.2. Has been deemed unfit to live in halls by the University acting reasonably (including for behavioural or disciplinary issues)
- 4.2.3. The student will receive notification in writing if an offer of

accommodation is about to be withdrawn.

4.3. Termination by University giving notice (Notice to determine/quit)

- 4.3.1. The University may terminate the Contract at any time by serving written a notice to quit) on the Student if:
- 4.3.1.1. Any payment is overdue by 28 days or more; or
 - 4.3.1.2. The Student is in serious or persistent or material breach of any of the Student's obligations set out in this Contract.
 - 4.3.1.3. The Student does not have status as a current student of the University
 - 4.3.1.4. In the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others, or the University's or UPP's or another person's property. For the avoidance of doubt this includes disruptive behavior and or behavior disruptive to others, vexatious complaining, and persistent offences of a non-material nature which affects the enjoyment of others.

Where a notice to determine is issued in line with this clause the notice period will be 4 weeks starting from the date of the notice unless otherwise stated

TERMINATION BY THE STUDENT

4.4. Cancellation before arriving

- 4.4.1. Where the Student wishes to cancel the Contract before starting a programme of study at the University the following shall apply;
- 4.4.1.1. If the Student is or has become **ineligible to enrol or re-enrol as a student** at the University the Contract will terminate at that point. The same applies if the Student has a conditional academic offer and is not accepted for study by the University. In this case the full deposit will be refunded
 - 4.4.1.2. If the University has offered the Student a place on a course of study but the Student does not wish to take up that place, the University will automatically cancel the Contract. The Deposit will be retained to cover costs of re- letting the Accommodation.
 - 4.4.1.3. If the Student is wishes to cancel the Accommodation for **personal preference reasons** (i.e. they still intend to attend the University however no longer want their halls Accommodation), the Student may apply to the University for early release from the contract by **completing the Contract Cancellation form located at the following link** <http://www.reading.ac.uk/internal/student/student-community/currentstudents/Cancellingyourhallcontract.aspx> and sending this to accommodationonline@reading.ac.uk. The University will use reasonable endeavours to re-let the Accommodation, but does not guarantee to be able to find a replacement occupier. **The Student will remain liable for all obligations under the Contract, including**

the obligation to pay Rent, until the end of the Period of Residence or, if earlier, until the Accommodation is let to someone else. UPP will make a £50 charge to clean and inspect Accommodation and shall be entitled to deduct this amount from the Deposit.

REASON FOR TERMINATION	DEPOSIT	RENT
Defers for one academic year	Retained in full to be used against next year's halls accommodation booking £50 admin charge for administration costs related to re letting the room	No liability from the date stated in the notice
Ineligible to enrol or to re-enrol	Returned minus reasonable administration costs (£50) related to the re-letting of the room	No liability from the date stated in the notice
Student decides not to come to the University after committing to do so	May be retained by the University to cover the cost of re-letting the Accommodation	No liability from the date stated in the notice

4.5. Cancellation after the start of the Period of Residency

4.5.1. Where the Student wishes to cancel the Contract before starting a programme of study at the University the following shall apply;

4.5.1.1. If the Student is leaving the Accommodation for **personal preference reasons** (i.e. they are remaining at the University however no longer want their halls Accommodation), the Student may apply to the University for early release from the contract by **completing the Contract Cancellation form located at the following link** <http://www.reading.ac.uk/internal/student/student-community/currentstudents/Cancellingyourhallcontract.aspx> and sending this to accommodationonline@reading.ac.uk. The University will use reasonable endeavours to re-let the Accommodation, but does not guarantee to be able to find a replacement occupier. **The Student will remain liable for all obligations under the Contract, including the obligation to pay Rent, until the end of the Period of Residence or, if earlier, until the Accommodation is let to someone else.** UPP will make a £50 charge to clean and inspect Accommodation and shall be entitled to deduct this amount from the Deposit.

- 4.5.1.2. If the Student is **suspending or withdrawing** from the University the Student may apply to the University for early release from the contract by completing **the Contract Cancellation form** and sending this to accommodation_online@reading.ac.uk. **The break clause charge for this cancellation is the equivalent to four weeks rent.** UPP will make a £50 charge to clean and inspect Accommodation and shall be entitled to deduct this amount from the Deposit.

REASON FOR TERMINATION	DEPOSIT	RENT
Personal preference to live elsewhere	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Fully liable until the University has found a replacement to take the contract in its entirety.
Suspends – due to return	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Liable for 4 weeks' rent or until a replacement can be found, whichever is the lesser amount
Withdraws from University	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Liable for 4 weeks' rent or until a replacement can be found, whichever is the lesser amount

The University's or UPP's acceptance of the keys at any time shall not in itself be effective to terminate the Contract while any part of the Period of Residence remains unexpired. A cancellation form must be completed and formal notice received from the University confirming termination of the Contract.

5. RELOCATION

5.1. Relocation Where the Accommodation is uninhabitable

- 5.1.1. Where, through no fault of the Student, the Accommodation becomes uninhabitable the University will provide a temporary alternative until the Accommodation is once again habitable or, if sooner, until the end of the Period of Residence.
- 5.1.2. If the Student has to move to temporary alternative accommodation through no fault of theirs, the Student will be reasonably compensated to cover the Student's reasonable costs necessarily incurred as a result of the move.
- 5.1.3. If the use and proper enjoyment of the Accommodation is affected by a

reduction or termination of part or all of the Services, the Accommodation will be regarded as habitable where a reasonable substitute service or equipment is provided (for example, a portable heating appliance in place of the standard heating) within a reasonable period. If it is not possible to make temporary adjustments or provide temporary alternatives to the Services, temporary alternative accommodation will be provided.

5.2. Relocation by the University and/or UPP

- 5.2.1. The University reserves the right to relocate the Student to alternative accommodation of an equivalent or better standard for the remainder of the Period of Residence where it is reasonable to do so. If no suitable alternative accommodation is available, as an alternative to relocating, the Student will have the right to terminate the Contract (without having to comply with the conditions in section 4, and without compensation) except when the reason for relocation is because the Student is in breach of one or more of his/her obligations in these terms and conditions.
- 5.2.2. A Student who is relocated to alternative accommodation which is subject to a lower rent or a shorter period of residence than originally agreed will pay the lower rent and may choose the shorter Period of Residence. A Student who has been relocated (for whatever reason) will not be required to undertake a longer Period of Residence or a higher rent than originally agreed.
- 5.2.3. Neither clause 5.2.1 nor clause 5.2.2 will apply if the Student has been relocated by the University or UPP because the Student is in breach of one or more of his/her obligations in this Contract. In such circumstances, the Student shall pay the University an administration fee of £50 and shall pay UPP £50 for the cost of administration, inspecting and cleaning the Accommodation (which UPP may claim from the Deposit).
- 5.2.4. Termination of the Contract by either party does not cancel any outstanding obligations owing to the University or UPP.

5.3. Relocation at the start of the Period of Residence

- 5.3.1. If for any reason beyond the University's or UPP's reasonable control the Accommodation is not ready for occupation at the start of the Period of Residence the University or UPP will use reasonable endeavours to find the Student alternative accommodation. If the University or UPP offers the Student alternative accommodation the Student will accept it (provided it is comparable or better).
- 5.3.2. Where the alternative Accommodation is the same room type as the offer of accommodation, and in good repair and condition, it shall be regarded as comparable and suitable, and shall not constitute a variation to what the University has agreed to provide under the Contract. If the alternative accommodation is not comparable or better and the Student chooses not to accept it he/she shall be entitled to terminate the Contract if the Accommodation is still not ready for occupation after the first four weeks of the Period of Residence. If the University or its Agent or UPP does not offer

alternative accommodation, the Student shall be entitled to terminate the Contract with immediate effect.

5.4. Transfers

5.4.1. Room transfers are at the University's discretion and are usually only approved in exceptional circumstances. No room transfers will be permitted whilst the University has a waiting list. If a room transfer is agreed by the University terms and conditions apply as follows,

The student must:

5.4.1.1. pay the Rent due (if any) or settle any outstanding debts for the Accommodation up to the date of transfer; and

5.4.1.2. (if the transfer takes place) pay UPP a fee of £50 for inspection and routine cleaning of the Accommodation, and the costs properly and reasonably incurred in carrying out any non-routine cleaning; and

5.4.1.3. have complied with his/her obligations in these terms and conditions in all material respects; and

5.4.1.4. if a transfer is granted, enter into a new agreement for the alternative accommodation.

5.4.2. The University will only agree to the Student transferring to a room at a lower rent or for a shorter period of residence if the University is able to let the Accommodation to a suitable replacement student who is not already living in University accommodation at the Rent and for the Period of Residence in the Contract, such that there is no loss to the University.

5.4.2.1. Other students transferring within the University residence system will not be treated as replacements for the purpose of satisfying the obligation to find a replacement set out in condition 5.42

6. RESPONSIBILITIES OF THE STUDENT IN ACCOMMODATION

Financial

The Student must:

6.1. Pay the Deposit when accepting the offer of accommodation;

6.2. Pay the Rent to the University in advance, in the instalments specified in the offer of accommodation, on or before the Payment Date(s);

6.3. Pay the University and/or UPP for repair, replacement and cleaning if required because of the behavior or neglect of the Student or their Permitted Occupant(s) or Visitor(s) (please refer to the Halls Handbook for further details);

6.4. Pay to the University and/or UPP all costs reasonably incurred in enforcing the Student's obligations under this Contract or arising from a breach of the Student's obligations in this Contract including any proper and reasonable administrative charges for notification of breaches, reminders of payment, late payment charges, dealing with rejected payments and the costs of collecting payment, the cost associated with a notice of termination/notice to quit and any reasonable legal charges. The Student will be notified of such charges and if such

charges have not been paid within 14 days of notification, the University may deduct the amount due from the Deposit.

Responsibilities of the Student in Accommodation

- 6.5. **Within 48 hours of the Student taking up occupation, the Student must check the Accommodation and report any discrepancy or damage** on the inventory form provided. If the Student does not report any damage, or missing items, at the start of occupancy the Student may not be able to rely on the inventory at a later date to prove that the damage was not the Student's fault.
- 6.6. **The Student agrees to keep the Accommodation and the Accommodation Contents clean and tidy and not to damage them.** Where the Accommodation is part of a shared Flat, the Student agrees to keep the Common Parts of the Flat and any common parts of the Accommodation and their Contents clean and tidy (jointly with the other students entitled to use them) and not to damage them.
- 6.7. The University or UPP may give the Student written warning if the Accommodation, or the Common Parts serving it do not meet acceptable standards of tidiness or cleanliness. If there is no improvement after an agreed period of time stated in the warning, the University or UPP shall be entitled to hire cleaners to conduct the work and recover the cost of doing so from the Student or Students in the case of the Common Parts.
- 6.8. The University or UPP reserve the right to suspend use of the Common Parts, to allow professional cleaning to be carried out if the Common Parts are not kept in a reasonably clean and tidy condition by the students using them.

Waste removal

- 6.9. The Student agrees to remove rubbish and recyclable items to the areas designated in the relevant Halls Handbook and/or on signs displayed at the Residence.

Access to rooms

- 6.10. The Student agrees to allow the University or UPP, or an agent of either, to enter the Accommodation for the purpose of viewing, inspection, maintenance, cleaning, repairs, or for any other reasonable purpose connected with the operation and management of the Accommodation, or where the University has reasonable cause to be concerned about the Student's welfare.
- 6.11. No notice will be given where access to the Accommodation is required in an emergency, or to investigate or attend to a health or safety matter, or where the University or UPP have reasonable cause to be concerned about the Student's welfare or where the need for repair (or any other matter preventing the Accommodation from being used) was reported by the Student.
- 6.12. The University or UPP will aim to give the Student at least 7 days' notice for planned maintenance and 24 hours' notice for other purposes prior to entering the Accommodation during term-time. Notice under this clause may be given via email or text. Access will normally be between 8.00 am and 8.00 pm). No notice will be given when the University or UPP enters the Common Parts.

Reporting

- 6.13. The student must report to the Halls Hotline any damage, accident or need for repair in the Residence or Accommodation or any failure of the Services as soon as practicable or in any event within 24 hours of becoming aware.

The Halls Hotline number for all reporting is 7777

Permitted use and occupancy of the Accommodation.

The student agrees:

- 6.14. Not to use the Accommodation other than as a study bedroom.
- 6.15. Not to use it for business purposes (including as an employee, agent or employer) unless in connection with an academic project approved by the University.
- 6.16. Not to use other parts of the Residence for any purpose other than for their designated use.*
- 6.17. Not to share the Accommodation or sub-let it or transfer occupancy to any person. *

Visitors

The Student agrees:

- 6.18. To register any overnight visitor with the Group Reception (any visitor who will be in the Residence after 2.00 am will be regarded as an overnight visitor).
- 6.19. Not to have any overnight visitor under the age of 16.
- 6.20. Not to have any overnight visitors for more than eight nights (whether or not consecutive) in one calendar month.
- 6.21. Not to have more than one overnight visitor at a time.

Liability for Visitors and/or Permitted Occupants

- 6.22. The Student is responsible for the behaviour of any Visitor(s) or Permitted Occupants at any time when they are within the Residence or other University premises, and will be fully responsible for any damage caused to the Residence or its Contents by their Visitors or Permitted Occupants.

Animals

- 6.23. The Student agrees not to bring into the Residence any animal (this includes mammals, fish, birds, insects and reptiles) unless it is an aid for a person with a disability. If the animal is an aid for a person with a disability the Student must notify the University and receive permission in advance if the assistance animal is needed at the Residence as adjustments may be needed to accommodate it. The Student will be responsible for the proper care and control of the assistance animal and any damage or nuisance which the animal causes.

Behaviour in Halls

The student agrees;

- 6.24. Not to cause any nuisance, offence, disruption, harassment, risk, or

persistent disturbance to others, or engage in anti-social or threatening behaviour. At all times the Student must avoid creating noise at a level which interferes with the comfort, study or sleep of another resident or the occupiers of a neighboring property.*

- 6.25. Not to smoke in any part of the Residence, or permit visitors to do so. Smoking is NOT permitted in any part of the Residence. Smoking in Residences, will be treated by the University as a serious breach of the Contract, and the University or UPP will be entitled to make a charge for loss or damage caused by the breach.*
- 6.26. Guidance regarding where vaping is and is not permitted will be found in the halls handbook
- 6.27. Not to possess, use or allow any illegal drugs to be present or used in the Accommodation and to report to a member of staff if the Student is aware or suspicious that such drugs are present elsewhere in the Hall or any other hall of residence of the University. Students are reminded that the use or possession of drugs is a serious criminal offence. *
- 6.28. Not to keep bicycle(s) in the Accommodation or Common Parts.
- 6.29. Not to keep any vehicle or vehicle parts in any part of the Residence
- 6.30. Not to add or change the telephone or IT services to the Accommodation (where applicable) or Residence and not to add to or change the Information Technology Services installation or supply in the Accommodation or Residence.
- 6.31. Not to distribute publicity or advertising material to other residents or to display or distribute such material in the Common Parts.
- 6.32. To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the University or UPP or on the owners or occupiers of nearby property. *

The Student Agrees to

- 6.33. To send promptly to the local management at the Group or Hall Reception a copy of any communication the Student receives which is likely to affect the Residence or the Accommodation (such as a notice from the local authority or a letter about the property or the tenancy from a neighbour).

Parking & Vehicles

Parking Permits are only granted under very specific and limited circumstances. Full details of University car parking arrangements and how to apply for a parking permit can be found at: <http://www.reading.ac.uk/parking/park-home.aspx> . Unless a parking permit has been issued to a Student, Students are not permitted to bring car or any other motorized vehicle on to campus (except by special arrangements or where parking in the University's pay and display car park).

- 6.34. Students are not permitted to park on public roads within one mile of the University. Failure to comply with this obligation may lead to disciplinary action being taken, up to and including eviction from the Accommodation.

Health, Safety and Security

Nothing in this clause requires the Student to put his/her personal safety at risk.

The student agrees:

- 6.35. To report to the Halls Hotline, promptly (and in any event within 24 hours) any circumstances likely to affect the security of any part of the Residence The Student should also report any incidences of actual or attempted forced entry to the Halls Hotline as soon as they become aware.
- 6.36. Not to do anything or neglect to do something which creates a security risk (for example leaving doors and windows unsecured, leaving possessions unattended in Common Parts), or in any other way put the health or safety of other users of the Accommodation or other people's property, the University's or UPP's insurance policy at risk. *
- 6.37. Not to share, lend, copy or in any way tamper with the keys or entry cards or fobs allocated to the Accommodation or Common Parts. If the Student loses a key, entry card or fob, to notify the Group or Hall Reception and/or Security as soon as reasonably practicable and in any event within 24 hours and shall pay a reasonable charge for the issue of a replacement key, entry card or fob.
- 6.38. Not at any time to leave the Accommodation unoccupied without locking the door(s) and securing the window(s). This includes the main entrance of the Residence which should not be open to allow anyone to enter who is not a resident, or a representative of the University or UPP carrying identification. *
- 6.39. Not to alter, add to or do anything which may cause damage to the electrical installation or any electrical equipment in the Accommodation. Where a Student wishes to use electrical equipment (other than that supplied in the Accommodation) the Student must ensure that such item(s) comply with the relevant British Standards. The Student must immediately stop using any appliance which, in the University's or UPP's reasonable opinion, is unsafe.
- 6.40. The University or UPP may remove unsafe items without further notice to the Student and charge any storage costs to the Student. The item will be returned at the end of the Period of Residence. Information about testing of electrical appliances is available from the Group or Hall Reception.
- 6.41. Not to do anything or neglect to do something which creates a fire risk or in any other way puts the health or safety of others or the University's or UPP's or other people's property or the University's or UPP's insurance policy at risk. Not to use candles or other items designed to be lit or items capable of producing a naked flame, nor store flammable material anywhere in the Residence.*
- 6.42. Not to tamper, cover or misuse any fire prevention, fire detection or firefighting equipment. *
- 6.43. To make reasonable efforts to avoid careless activation of the fire alarm (for example burning food whilst cooking). To pay charges levied by third parties such as the local fire authority for attending false alarms.
- 6.44. **Every time** the fire alarm sounds, to follow fire evacuation procedures on the notice displayed at the Accommodation.
- 6.45. To attend a Fire Safety Awareness Session which held by the University/UPP and to take and satisfactorily complete an online Fire Safety Test within 4 weeks of taking up residence.
- 6.46. Not to cause any obstruction of the Common Parts or other fire escape routes.

- 6.47. Not to shower with the door open.
- 6.48. Not to tamper with or cover the heat detectors or smoke heads anywhere in the Residence or Accommodation.*
- 6.49. To take reasonable precautions to keep the Accommodation and Residence free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Student, to be responsible for the proper and appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

Firearms and Weapons

The Student agrees;

- 6.50. To not, at any time, bring any firearm or other weapon to the Residence or knowingly invite someone with such a weapon to the Residence. This restriction on firearms and weapons applies whether or not the firearm or weapon is licensed, and it also applies to imitation or replica firearms and weapons. Not to bring any other item to the Residence which could be used as an offensive weapon *

The Student agrees to

- 6.51. Comply with the University's Regulations for Conduct (see the University Calendar at www.reading.ac.uk/calendar) and not to commit misconduct, as defined in those regulations;
 - 6.51.1. the Code of Behaviour for Residential Accommodation and not to commit misconduct, as defined in that Code _;
 - 6.51.2. the reasonable requests and directions of the staff of the University and/or UPP;
 - 6.51.3. such rules as are contained in the relevant Halls Handbook any other Codes of Behaviour issued by the University from time to time.

Vacating the Accommodation

The Student agrees

- 6.52. To Vacate the Accommodation by 9.00 am on the last day of the Period of Residence, and
- 6.53. to clear the Accommodation and Common Parts of all the Student's personal belongings and rubbish;
- 6.54. to vacate the Accommodation and leave it and the Contents in the same condition as they were at the start of the Period of Residence (except for any deterioration due to fair wear and tear) as evidenced by the inventory completed at the start of the Residence Period ;
- 6.55. to return to UPP as requested in the Halls Handbook the keys/passes/fobs for the Accommodation and the Residence
- 6.56. To pay a share of the proper and reasonable charges for removing rubbish that students entitled to use the Common Parts should have removed from those Common Parts, if the University or UPP cannot reasonably identify the student responsible.

- 6.57. To pay the proper and reasonable cost of cleaning the Accommodation and/or a share of the charges for cleaning the Common Parts if the Accommodation and/or Common Parts are not left in the condition required by these terms and conditions
- 6.58. The University or UPP is entitled to remove any item left in the Residence by the Student at the end of the Period of Residence. The University or UPP will take reasonable steps to inform the Student where any item has been found in the room. Items will only be retained for four weeks; if after this time and after reasonable attempts the Student has not been traced, the University or UPP may dispose of the item in what it considers to be the most appropriate way, without incurring any liability to the Student. UPP will be entitled to charge a reasonable fee for storing large items.

Unauthorised Overstay

- 6.59. For each day that the Student fails to vacate at the end of the Period of Residency or following termination of this Contract for any reason the following charges will apply:
- 6.59.1. the equivalent of one days' Rent per day and or;
- 6.59.2. the cost of providing alternative accommodation for a person who had contracted to stay in the Accommodation during the period of overstay.
- 6.60. The University reserves the right to enter the Accommodation and remove personal belongings after 5 (five) days if no other arrangements have been made, the Student agrees to pay the University or UPP for the cost of clearing the Accommodation and for changing the locks (if necessary).

***Any clauses listed under this section marked with an asterisk will be deemed serious enough to constitute a material breach that may lead to the University terminating the Contract.**

Failure to comply with University rules and regulations may lead to the University taking disciplinary action against the Student and may be considered a material breach of this contract

7. UNIVERSITY'S AND /OR UPP'S OBLIGATIONS

The University (either itself or by UPP) agrees:

- 7.1.1. To provide the Services.
- 7.1.2. To provide internet access in the Accommodation, subject to the conditions in clause 9 which limits the University's or UPP's or their agents' liability.
- 7.1.3. To use the Deposit only as permitted in this Contract
- 7.1.4. Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary and in accordance with this Contract.
- 7.1.5. Not to disclose personal information obtained from the Student except as

permitted by this Contract, the provisions of the Data Protection Act 1998 or where there is serious risk of harm to the Student, to others, or to the University's or UPP's or another person's property.

- 7.1.6. To ensure that all Staff entering the Accommodation and Residence are clearly identified, and carry, and allow the Student to inspect, appropriate identification.
- 7.1.7. To maintain the Accommodation in good order and repair, and keep any provided equipment there in proper working order (the cost of rectifying damage caused by the Student being re-charged to the Student, unless it is due to fair wear and tear or covered by insurance).
- 7.1.8. To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.
- 7.1.9. To provide information on how to appeal against a charge or to make a complaint about matters relating to the Accommodation (details of the complaints procedure can be found in the Halls Handbook and via www.reading.ac.uk/accommodation).
- 7.1.10. To provide information on how to register an issue with the Accommodation or any of the Services. Much of this information and advice can be found in the relevant Halls Handbook, available to access on the web via www.reading.ac.uk/accommodation
- 7.1.11. Before the end of the first week of the Period of Residence, to provide, or to make available to the Student, information and advice on:
 - 7.1.11.1. action to be taken in the event of an emergency, including emergency contact details, where to get first aid, and how to report an accident or defect;
 - 7.1.11.2. health and safety matters such as how to avoid common fire risks; electrical safety; the proper use of fire extinguishers; disciplinary action or criminal proceedings for misuse of fire precaution equipment (including fire sensors);
 - 7.1.11.3. how to get access to the Accommodation in the event of the Student losing his/her keys;
 - 7.1.11.4. cleaning schedules and Students' responsibilities for cleaning
 - 7.1.11.5. the respective roles and responsibilities of the University and UPP and its resident students; the management structure for the Residence and contact details of the main Residence officers, with out-of-hours emergency contact details;
 - 7.1.11.6. health, welfare, and guidance on communal living;
 - 7.1.11.7. where to get advice on financial difficulties;
 - 7.1.11.8. where to get counselling;
 - 7.1.11.9. how to register with a local health service;
 - 7.1.11.10. any special accommodation arrangements made to help with any disability the Student may have disclosed to the University and how to contact the University Disability Advisory Service.

8. OTHER CONDITIONS OF RESIDENCE

Data Protection

- 8.1. In this clause the words “Personal Data” and “Sensitive Personal Data” have the meaning given to them in the Data Protection Act 1998.
- 8.2. The University and UPP will collect, hold and process data relating to the Student (Personal Data) in order to meet its obligation under this Contract and for the purposes stated in its Fair Processing Notice, which can be found at:
www.reading.ac.uk/internal/student/OnlineStudentHandbook/osh-dataprotection.aspx.
- 8.3. By accepting the offer of the Accommodation, the Student hereby authorises the University or UPP to process his/her Personal Data, including Sensitive Personal Data, for all lawful purposes in connection with the Contract, in accordance with the Data Protection Act 1998 and the University’s Fair Processing Notice. These purposes may include (please note that this is not an exhaustive list):
 - 8.3.1. recovering monies owed to the University or UPP;
 - 8.3.2. preventing crime;
 - 8.3.3. matters under the Block Halls Policy with the block insurance provider where applicable (further details will be in the Student’s e-induction);
 - 8.3.4. measuring student service satisfaction;
 - 8.3.5. allocating rooms;
 - 8.3.6. achieving an appropriate student mix in the Residence;
 - 8.3.7. protecting people or property where there is a risk of harm to the Student or to others or a risk of damage to the University’s or UPP’s or other persons’ property;
 - 8.3.8. Administering all matters arising from the Student’s membership of the University.
- 8.4. The University may disclose appropriate Personal Data, including Sensitive Personal Data, to third parties, including but not limited to UPP, where there is a legitimate need or obligation, during or after the Period of Residency. Any such disclosures of Personal Data and Sensitive Personal Data will be carried out in accordance with the Data Protection Act 1998 and the University’s Fair Processing Notice. The Student hereby consents to the transfer of his/her Personal Data and Sensitive Personal Data from the University to UPP and from UPP to the University and for these data to be processed for the purposes detailed herein.
- 8.5. The University’s Data Protection Policy
(<http://www.reading.ac.uk/web/files/imps/Data-Protection-Policy-CURRENT.pdf>) and Data Protection Guidelines set out guidance for University staff, students and others who process personal data on behalf of the University to ensure they understand their rights and responsibilities when processing any Personal Data.

Data connection use and other privileges

- 8.6. The Student’s use of any data connection facilities at the Accommodation is a privilege and not a Right. The University shall be entitled to disable data connection facilities if the Student is in breach of his/her obligations in these terms and conditions or the University’s Rules for the Use of University Computers and Data Networks, which can be accessed via

http://www.reading.ac.uk/web/files/its/Section_G_6_Regulations_for_the_Use_of_the_University_of_Reading's_IT_Facilities_and_Systems_01.pdf

- 8.7. The University may restrict the Student's access to other University or UPP services (such as use of bar or common room) if the Student is in serious or persistent breach of his/her obligations in these terms and conditions.

Notices

- 8.8. Any notice given by the Student under the Contract must (unless the Student has a disability which prevents him/her from giving written notice) be in writing (which includes email). The University's address for service (which may be used for service of legal proceedings) is given in the Definitions section of these terms and conditions.
- 8.9. The University may serve any formal notice on the Student by leaving it at the Accommodation (unless the University is aware that the Student has ceased to occupy the Accommodation) or by first-class post to the last address notified to the University by the Student.

Rights of Third Parties

- 8.10. The Contract is not intended to confer any benefit on anyone who is not party to it, other than UPP.
- 8.11. Where these terms and conditions allow the University to recover its losses arising from the Student's breach of his/her obligations, the University may also recover losses suffered by UPP or a third party acting on the University's or UPP's behalf and arising from the Student's breach.
- 8.12. The Universities UUK Code of Practice for the Management of Student Housing applies to the Residence and the code can be viewed at www.thesac.org.uk

9. LIMITATION AND EXCLUSION OF LIABILITY

- 9.1. This clause sets out and limits the legal liability of the University or its officers, employees, agents or subcontractors (including UPP) to the Student. The University is responsible to the Student for foreseeable loss and damage caused by it failing to carry out its obligations under this Contract to a reasonable standard or breaching any relevant duties that are owed to the Student by law, unless that loss is attributable to the Student's own fault or the fault of a third party.
- 9.2. Nothing in this clause limits liability arising from:
- 9.2.1. Death or personal injury caused by the negligence of the University or its officers, employees, agents or subcontractors; or
- 9.2.2. Fraud or fraudulent misrepresentation.
- 9.3. The University and its officers, employees, agents and subcontractors shall not be liable and expressly exclude liability to the fullest extent allowed by law for:
- 9.3.1. Damage to, theft and/or loss of property (including but not limited to personal belongings, IT equipment, bicycles, vehicles or art work) unless

- caused by the negligence of the University or its officers, employees, agents or subcontractors;
- 9.3.2. Loss attributable to a breach of any procedural requirement detailed in this Contract or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
- 9.3.3. Death or personal injury that is not caused by the negligence of the University or its officers, employees, agents or subcontractor;
- 9.3.4. Changes to the law that require a change of this Contract; and
- 9.3.5. Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 9.4. Except for those circumstances described in clause 9.2, any liability of the University and/or of UPP in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the total Rent for the Period of Residency or the amount, if any, that the University or UPP receives from its insurers in respect of that particular loss.
- 9.5. Further, the University will not be in breach of this agreement or liable to the Student for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the University's or UPP's control which could not have been foreseen or prevented even if the University or UPP had taken reasonable care. Matters outside the University's and UPP's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the University and UPP will use reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change part or all of its obligations set out in this Contract.
- 9.6. Personal belongings are left at the Residence at the Student's own risk. Limited insurance cover is provided, although the insurance policy is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover will be available, and details of this will be made available prior to occupation.
- 9.7. The University or UPP is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the University or UPP has an overriding statutory obligation to affect repairs or to make the Residence safe. Nothing in this clause shall prevent the University or UPP from claiming the costs of repair from a student or group of students retrospectively where it is entitled to do so.

END OF TERMS AND CONDITIONS