

STUDENT ACCOMMODATION AGREEMENT

I understand that it is my responsibility to read and make sure I understand and agree to the terms and conditions contained in this contract before I enter into it. I understand and agree this agreement and my offer of accommodation creates legally binding obligations on both parties to this agreement.

Once this Agreement has become binding, I have a legal obligation to pay the Rent for the Period of Residence, even if I do not occupy the Accommodation for the full Period of Residence.

If this Agreement is for accommodation including a catered package, I understand the Terms and Conditions in relation to the catering package also apply to this Agreement.

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/You The University of Reading, being an independent corporation with charitable status established by Royal Charter with number RC000665 whose registered office is at Whiteknights, PO Box 217, Reading RG6 6AH and includes all buildings from time to time belonging to the University or managed by or on behalf of the University

Contact Details Any notice about this Agreement should be sent to accommodationonline@reading.ac.uk

I/Me The person named in the Offer

(where the Tenant is more than one person, obligations are undertaken both individually and together and I as the person named in this Agreement shall be responsible for all acts and omissions of the same as if their acts and omissions were carried out by me)

Accommodation The room(s) to which the Offer relates

Flat The flat (if any) in which the Accommodation is situated and "a flat" means the Flat or any other flat at the Hall

Hall The University's hall of residence at which I reside under the terms of this contract

Tenancy Period	The term of weeks as referred to in the Offer
Rent	The amount payable as rent as stated to in the Offer
Deposit	The sum of £250
UPP [Managing Agent]	UPP Reading Ltd, 40 Gracechurch Street, London EC3V 0BT
Offer	Means my offer of accommodation as issued by the University

Contents

1) MY OBLIGATIONS TO THE LANDLORD.....	3
2) THE END OF THE TENANCY.....	7
3) TERMINATION.....	7
4) UNIVERSITY AND UPP’S OBLIGATIONS TO ME.....	10
5) DEFINITIONS.....	11
6) DATA PROTECTION.....	12
7) LIMITATION AND EXCLUSION OF LIABILITY.....	13
8) RIGHTS OF THIRD PARTIES.....	14
9) GOVERNING LAW.....	14
10) CONTACT DETAILS.....	14

This agreement becomes binding on both of us on the first of:

- 1) Me indicating on the Student Accommodation Online System that I accept the Offer;
- 2) The Accommodation Office registering my Deposit (you will give me notice that this has happened); or
- 3) I am given the keys to the Room.

If I have previously been accommodated in University or UPP accommodation, this agreement is conditional on:

- 1) my having settled all outstanding accommodation charges to the University; and
- 2) not being subject to any disciplinary sanctions relating to living in halls.

If either of these conditions are not satisfied then the University may terminate the Contract at any time by giving written notice to me before I begin to occupy the Accommodation.

If a breach of these conditions is not discovered until after I have begun occupation the University may treat this as a material breach and terminate the contract in accordance with clause 3a.

I understand the Hall Handbook for my Accommodation forms part of this Agreement and I can see this online at:

www.reading.ac.uk/accommodation

1) MY OBLIGATIONS TO THE LANDLORD

a) FINANCIAL OBLIGATIONS

- i)** I agree to pay the Rent in full for the whole Tenancy Period in the instalments and on the dates stated in the Offer whether or not I receive a formal request from the University or UPP.
- ii)** I agree to pay the following extra sums:
 - Where I have failed to clean the Room or Common Parts or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement. I acknowledge that indications of those costs are available in the Halls Handbook available at www.reading.ac.uk/accommodation; and
 - Any costs incurred by the University or UPP arising from my breach of this Agreement (including legal fees, administration costs, late payment charges and court costs and other amounts that may be reasonably foreseeable as a result of my breach).
- iii)** I am responsible for obtaining a TV licence if necessary for any equipment I use in the Room and (jointly with other tenants of the Flat, if applicable) in the Common Parts.
- iv)** If I lose my key and/or entry card and/or fob allocated to the Room and/or Common Parts, I shall notify Reception as soon as reasonably practicable (and in any event within 24 hours) and I will be charged for replacements.
- v)** I understand the University has sole discretion in relation to room allocation in the Hall and I cannot insist on being housed in a specific room or being housed together with, or apart from, any other person.
- vi)** I understand that, whilst the University has offered me a place in the Hall and will try and locate me there, the University does not guarantee that the named Hall will be available in all cases. Where this is the case, I acknowledge that the University will endeavour to offer me alternative accommodation of an equivalent or better quality at a similar price or give me the right to cancel this Agreement without charge.

b) DEPOSIT

- i)** My Deposit is held by the University as security for my obligation to take this tenancy. If I do not take the tenancy, I understand that the deposit will only be refunded as described in the section below headed Termination.
- ii)** If I do take the tenancy and move into the Room, I understand the Deposit will be held as security against my breaches of this Agreement and for use against damage charges.
- iii)** I agree that:
 - (1)** The University and/or UPP may use the Deposit in settlement or part-settlement of any sums which I owe to the University for Rent or, administrative charges incurred in connection with the Accommodation; and
 - (2)** 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 me of my obligations in these terms and conditions.
- iv)** I understand that no interest will be payable by the University and/or UPP during the period the Deposit is held and that, at the time it is returned, additional charges related to returning the Deposit to me (e.g. bank charges) may be payable. I understand that in order to obtain a refund I must provide UPP with my bank details when requested.

c) CONDITION AND MAINTENANCE

- i)** I accept the Room, the Common Parts and the Contents as being present and in good repair and condition, unless I inform UPP using the Contact Details or the inventory form provided within 48 hours of moving-in.
- ii)** I will complete the inventory of my Room and the Contents and return it to reception at my Hall within 48 hours of moving in. If I don't complete the Inventory, I understand UPP and/or the University will be entitled to assume that all items are there and are in good condition.
- iii)** I will use the Room, the Common Parts and all Contents carefully and keep them in at least as good a condition as at the date of my moving-in. I am not responsible for any fair wear and tear caused by normal use.
- iv)** I will not:
 - Smoke anywhere in the Hall;
 - Mark or change the decorative finish of the Room or the Common Parts;
 - Make any alteration to the fabric or surfaces of the Room or the Common Parts or any installation or equipment therein
 - Apply sticky tape or blu-tack or similar adhesive on the walls;
 - Stick pins, nails or screws into the walls;
 - Flush sanitary items down the toilet;
 - Pour oil or grease down the drains nor do anything else likely to block or harm the drains; or
 - Remove any of the Contents.
- v)** I will keep the Room and the Contents hygienically clean and tidy through the Tenancy Period. Where applicable I will, jointly with other tenants of the Flat, keep the Common Parts hygienically clean and tidy throughout the Tenancy Period.
- vi)** I will remove rubbish and recyclable items to the areas designated in the relevant Halls Handbook and/or on signs displayed at the Halls.
- vii)** I am responsible for any damage I (or my visitors) cause to the Residence (including the

Room, the Common Parts and the Contents and all furnishing, fixtures and fittings) other than anything that is covered by the insurance policy of either UPP or the University.

viii) If:

- The Room, the Common Parts or any Contents are not hygienically clean and tidy as per the standards outlined in the Halls Handbook;
- There has been damage to the Room, the Common Parts or any Contents for which I am wholly or partly responsible;
- I have caused a blockage of the drains; or
- I cause damage to any other part of the Hall (including any furnishings, fittings or equipment) including by smoking in the Hall

Then I agree that at any time during and at the end of the Tenancy Period, the University or UPP may:

- Make a charge for the reasonable costs of cleaning, redecoration and repair of the Hall (including the Room and the Common Parts) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment and any reasonable ancillary costs (e.g. alternative accommodation for others affected); and/or
- Deduct such charge from the Deposit as set out in the Halls Handbook and if the costs exceeds £100 and/or there is a shortfall I will immediately pay the balance.

ix) Where I am responsible for a charge jointly with others, the University and/or UPP acting reasonably will assess the proportion for which I am responsible.

x) I will not attempt to carry out any repairs but will report any damage as soon as possible.

I understand that I am responsible for the behaviour of any Visitor at any time when they are within the Hall or any other University premises, and I will be fully responsible for any damage caused to the Hall or its Contents as if such damage was carried out by me.

d) USE AND CONDUCT

- i)** I will move in on the first day of my Residency Period at the time designated in the information sent to me regarding my induction unless I agree otherwise with the Accommodation Office in writing.
- ii)** Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it.
- iii)** When I have an overnight visitor, I will register them with Reception. I understand such overnight visitors must be over the age of 16 and that I may not have overnight visitors for more than eight nights (whether consecutive or not) in one calendar month. I also understand I may have only one overnight visitor at a time and I am responsible for the behaviour of any visitor.
- iv)** I will only use the Room and the Common Parts for private residential purposes unless in connection with an academic project approved by the University.
- v)** I will not smoke anywhere in the Room or Hall and or anywhere within 10 metres of any building forming part of the Hall
- vi)** I will not bring into or keep any of the following in the Room or Hall:
 - Bring into the Hall any animal (this includes mammals, fish, birds, insects and reptiles) unless it is an aid for a person with a disability. If I wish to bring an animal as an aid for a person with a disability I understand I must notify the University and receive permission (which will not be unreasonably withheld or delayed) in advance

- Illegal drugs or substances whether for my own use or otherwise;
 - Weapons or imitation weapons;
 - Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or a gas heater or cooker;
 - Anything which burns with a naked flame or smoulders, including but not exclusive to candles, oil lamps or incense burners;
 - Any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
 - Bicycles, save in areas designated by the University and/or UPP;
 - A vehicle or vehicle parts.
- vii)** I will use reasonable endeavours to avoid careless activation of the fire alarm (for example burning food whilst cooking or showering with the bathroom door open) and I will pay any charges levied by third parties such as the local fire authority for attending false alarms.
- viii)** I will complete any mandatory fire and safety training, whether online or in person, as instructed by the University or UPP' I will not tamper with, misuse or cover the heat detectors or smoke sensors or any other fire detection or firefighting or fire protection equipment anywhere in the Room or Hall.
- ix)** I will not do any of the following in the Hall:
- Anything unlawful;
 - Anything which may cause a nuisance or offence, disruption, harassment, risk or persistent disturbance to others, or engage in anti-social or threatening behaviour;
 - Create noise at a level which interferes with the comfort, study or sleep or another resident or the occupiers of a neighbouring property;
 - Shower with the door open;
 - Obstruct Common Parts;
 - Redecorate the Room or Hall or make any alteration or addition whatsoever;
- x)** Unless I have been provided with a parking permit by the University, I understand I am not permitted to bring a car or any other motorised vehicle on to campus (except by special arrangement) and I understand am not permitted to park on public roads within one mile of campus and that failure to comply with this obligation may lead to disciplinary action being taken against me, including eviction from Hall.
- xi)** I will not compromise the security of the Hall by leaving windows open when not in the Room, leaving security doors open or “on the latch” or allowing unauthorised visitors to tailgate. If I am aware of any circumstances likely to affect the security of any part of the Hall, I will report this to the Halls Hotline.
- xii)** I will not do anything which might invalidate any insurance policy for the Hall or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.
- xiii)** I understand and acknowledge a limited level of insurance is provided by the University and/or UPP and I am responsible for insuring my own belongings as is required over and above this. I understand personal belongings are left at the Hall at my own risk.
- xiv)** I will respect the personal property of neighbours including both my neighbours in the Hall and also the neighbours of the Hall itself.
- xv)** I will comply with:
- The University’s Regulation’s for Conduct which I can find a copy of at http://www.reading.ac.uk/web/files/Calendar/G3_Regulations_For_Student_Con

duct.pdf;

- The reasonable requests and directions of the staff of the University and/or UPP; and
- Such rules as are contained in the relevant Halls Handbook and/or any other Codes of Behaviour issued by the University from time to time.

In particular, I understand that if I fail to comply with such rules, I may be fined for breach in accordance with the rules set out for the same in the Code for Behaviour for Residential Accommodation.

e) ACCESS:

I will allow the University, UPP and their respective employees, agents and contractors access to the Room at reasonable times on not less than 24 hours' notice (except in an emergency) and in any event as much notice as possible (which I acknowledge may be given via email or text or other written method) to:

- Inspect the condition of the Room and the Contents;
- Carry out works to the Hall;
- Perform obligations under this agreement and under statute;
- To investigate or attend to a health and safety matter; and/or
- Where there is any reasonable cause to be concerned about my welfare.

2) THE END OF THE TENANCY

a) At the end of the Tenancy Period, I will:

- i) Give the University and/or UPP vacant possession;**
- ii) Return all keys, fobs and passes;**
- iii) Remove all personal belongings and rubbish; and**
- iv) Leave the Room and Common Parts in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment and bathroom fixtures and fittings and sweeping, washing and vacuuming all floors (as appropriate).**

b) Where I do not vacate the Room by 9am on the last day of the Tenancy Period, I will be charged:

- i) The equivalent of one day's Rent per day; and/or**
- ii) The proper cost of providing alternative accommodation for a person who had contracted to stay in the Accommodation during the period of overstay.**

c) I agree that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which I leave in the Room at the end of the Tenancy Period, and I will reimburse the Landlord for any costs it incurs in doing so.

3) TERMINATION

a) THE UNIVERSITY AND UPP'S RIGHTS TO TERMINATE

I understand that the University may give notice to terminate this Agreement at any time if:

- Any payment I owe the University and/or UPP is overdue by 28 days or more;
- I am in serious and/or persistent and/or material breach of any of my obligations as set out in this Agreement. **In particular, I agree and acknowledge that this Agreement may be terminated immediately by the University and/or UPP**

where I breach the obligations in this agreement relating to (without limitation) fire safety at the Accommodation or where I am found to be in possession of illegal drugs;

- I stop being a student at the University for any reason including, for the avoidance of doubt, whether by withdrawal and/or suspension, even where I intend to reenrol;
- in the reasonable opinion of the University my health or behaviour constitutes a serious risk to myself or others, or the University's or UPP's or another person's property. For the avoidance of doubt this includes disruptive behaviour and or behaviour disruptive to others, vexatious complaining, and persistent offences of a non-material nature which affects the enjoyment of others.

b) LATE ARRIVALS

I understand and acknowledge that if I do not move in within one week of the date stated in my Offer unless I have agreed a later date in writing and/or I have paid the full amount of the first instalment of Rent, the University and/or UPP shall have the right (but shall not be obliged) to terminate this Agreement. If this Agreement is terminated, my deposit will be refunded in full. This late arrival clause will not apply if the University has received the first instalment of Rent by the first day of the Period of Residence.

c) MY RIGHTS TO TERMINATE

i) Cancellation before I arrive:

If I wish to cancel before I arrive, I will submit the cancellation form available online via the accommodation portal and the following will apply:

REASON FOR TERMINATION	DEPOSIT	RENT	CONTRACT
I defer for one academic year	To be refunded to me in full unless I request it to be retained to be used against next year's halls accommodation booking	No liability from the date stated in the notice	My contract will be terminated upon completion of the cancellation request form. I will be eligible to apply under the guarantee next year.
I am ineligible to enrol or to re-enrol	Returned in full	No liability from the date stated in the notice	My contract will automatically terminate.
I decide not to come to the University after committing to do so	Returned in full	No liability from the date stated in the notice	My contract will automatically terminate.

ii) Cancellation after I arrive

If I wish to cancel after I arrive, I will submit the cancellation form available online via the accommodation portal and the following will apply:

REASON FOR TERMINATION	DEPOSIT	RENT	CONTRACT
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.	My contract will continue until a replacement has been found to take the contract in its entirety. I understand and agree that the University will use reasonable endeavours to re-let the Accommodation, but does not guarantee to be able to find a replacement occupier.
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	My contract will continue for the shorter of 4 weeks' post termination or otherwise until a replacement can be found.
Withdraws from University or is suspended	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	My contract will continue for the shorter of 4 weeks' post termination or otherwise until a replacement can be found.

			found.
--	--	--	--------

4) UNIVERSITY AND UPP’S OBLIGATIONS TO ME

a) KEY OBLIGATIONS

i) The University (either itself or by UPP) agrees:

- To provide the Services;
- To provide internet access in the Hall;
- Where I pay the Rent and comply with my obligations under this Agreement, permit me quietly to enjoy the Room without unwarranted interference.

b) CATERING

- i) Where this Agreement relates to catered accommodation, this Agreement incorporates the catering terms and conditions. I understand and agree to this and acknowledge I can view them at:
http://www.reading.ac.uk/catering/Cater_Catering_packages_Terms_and_Conditions.aspx
- ii) Where this is the case, once this Agreement has been entered into, the catering package cannot be cancelled without simultaneous termination of the Contract in accordance with the terms and conditions set out in this Agreement and I understand and acknowledge this.

c) ACCESS TO FACILITIES

- i) My use of data connection facilities at the Accommodation is a privilege, not a right. I understand that the University shall be entitled to disable data connection facilities if I am in breach of my obligations in these terms and conditions and/or 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
- ii) I also agree and understand that the University may restrict my access to other University or UPP services (such as use of bar or common room) if I am in serious or persistent breach of my obligations in these terms and conditions.

d) ALTERNATIVE ACCOMMODATION

- i) 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 me alternative accommodation. If the University or UPP offers me alternative accommodation I will accept it (provided it is comparable or better).
- ii) I understand and acknowledge that the University and/or UPP may require me to vacate my room outside of term time where, in their reasonable and genuine opinion, they consider that my occupation of Room outside of term time may present health and safety concerns and/or present a risk to my wellbeing and/or to the wellbeing of others.
- iii) 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 I choose not to accept it I 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 me alternative accommodation, I shall be entitled to terminate the Contract with immediate effect.

e) TRANSFERS

- i) Room transfers are only available by agreement. No room transfers will be permitted whilst the University has a waiting list. I may apply to transfer to another room by completing the inter-hall transfer request form but I understand submitting a room transfer request is no guarantee of a transfer occurring. Room transfers are purely at the discretion of the University.
- ii) If I wish to transfer, I must:
- complete the inter-hall transfer request form on the accommodation portal, to be reviewed by the accommodation office;
 - pay the Rent due (if any) or settle any outstanding debts for the Accommodation up to the date of transfer;
 - (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;
 - have complied with my obligations in these terms and conditions in all material respects; and
 - if a transfer is granted, enter into a new agreement for the alternative accommodation and therefore the provisions in respect of the end of tenancy as set out in clause 2 shall apply.
- iii) I understand that the University will only agree to me 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.
- iv) 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 clause 3.c.ii.
- f) RELOCATION**
- i) The University reserves the right to relocate me to alternative accommodation of an equivalent or better standard for the remainder of the Period of Residence where it is reasonable to do so including without limitation for breaching this Agreement and also where the Room and/or Hall has been damaged and it is not practicable to carry out repairs where I remain in occupation. If no suitable alternative accommodation is available, as an alternative to relocating, I will have the right to terminate the Contract without compensation except when the reason for relocation is because I am in breach of one or more of my obligations in these terms and conditions where I shall forfeit the ability to terminate.
- ii) Where I am relocated to alternative accommodation which is subject to a lower rent or a shorter period of residence than originally agreed I will pay the lower rent and will be bound by the shorter Period of Residence. If I am relocated (for whatever reason) I will not be required to undertake a longer Period of Residence or a higher rent than originally agreed.
- iii) Neither clause 4.f.i nor clause 4.f.ii will apply if I am relocated by the University or UPP because I am in breach of one or more of his/her obligations in this Contract. In such circumstances, I shall pay UPP £50 for the cost of administration, inspecting and cleaning the Accommodation (which UPP may claim from the Deposit).

5) DEFINITIONS

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 from time to time, which shall include a bed, desk and chair.
Halls Hotline	The number given in the relevant Halls Handbook for all hall issues in halls, 24 hours a day, 365 days a year
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
Services	<ul style="list-style-type: none">(a) buildings insurance and repair of the Hall(b) cleaning of the Common Parts(c) services specific to the Hall as identified in the relevant Halls Handbook(d) providing hot and cold running water to the Hall(e) lighting and heating of the Hall(f) providing an electricity supply to the Room(g) disposal of rubbish deposited in proper receptacles in the designated areas <p>PROVIDED ALWAYS that I agree that the provision of wifi and data services is not a "Service" within the scope of this Agreement.</p>
Visitor	Anyone who visits me at the Hall or Accommodation from time to time

6) DATA PROTECTION

- a) In this clause the words "Personal Data" and "Sensitive Personal Data" or "Special Category Personal Data" have the meaning given to them in the Data Protection Act 1998 (up to and including 24 May 2018) and the General Data Protection Regulation (on and from 25 May 2018).

- b) The University and UPP will collect, hold and process data relating to the Student (Personal Data) in order to meet its obligations under this Contract and for the purposes stated in the University's Fair Processing Notice, which can be found at:
<http://www.reading.ac.uk/internal/student/OnlineStudentHandbook/osh-dataprotection.aspx>
- c) The University's Data Protection Policy (<http://www.reading.ac.uk/web/files/imps/Data-Protection-Policy-CURRENT.pdf>) and Data Protection Guidelines (<http://www.reading.ac.uk/internal/imps/DataProtection/imps-d-p-guidelines.aspx>) 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.

7) LIMITATION AND EXCLUSION OF LIABILITY

- a) This clause sets out and limits the legal liability of the University or its officers, employees, agents or subcontractors (including UPP) to me. The University is responsible to me 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 me by law, unless that loss is attributable to my own fault or the fault of a third party.
- b) Nothing in this clause limits liability arising from:
 - i) Death or personal injury caused by the negligence of the University or its officers, employees, agents or subcontractors; or
 - ii) Fraud or fraudulent misrepresentation.
- c) 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:
 - i) 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;
 - ii) 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;
 - iii) Death or personal injury that is not caused by the negligence of the University or its officers, employees, agents or subcontractor;
 - iv) Changes to the law that require a change of this Contract; and
 - v) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
 - vi) 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.
- d) Further, the University will not be in breach of this agreement or liable to me 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.
- e) The University or UPP is not liable to repair any damage caused by you unless the cost is met by insurance or by me (any excess on the policy being payable by me). This clause shall not apply where the University or UPP has an overriding statutory obligation to affect repairs or to make the Hall 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.

8) RIGHTS OF THIRD PARTIES

- a) The Contract is not intended to confer any benefit on anyone who is not party to it, other than UPP.
- b) Where these terms and conditions allow the University to recover its losses arising from my breach of my 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 my breach.
- c) The Universities UUK Code of Practice for the Management of Student Housing applies to the Hall and the code can be viewed at www.thesac.org.uk

9) GOVERNING LAW

- a) This contract is governed by the law of England and Wales and the parties to agree that any legal proceedings regarding it or arising from it shall be brought in the English courts.
- b) This 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.

10) CONTACT DETAILS

- a) If the University or UPP needs to serve any notice on me, it may be delivered by hand or sent by first-class post to the Room address or the address stated on page 1 or any other address I have given to the University or UPP.
- b) If I need to serve any notice on the Landlord it may be sent by email to the Contact Details on page 1.