



## STUDENT RESIDENCE AGREEMENT 2022 - 2023

You understand that it is your responsibility to read and make sure you understand and agree to the terms contained in this Agreement before you enter into it. You understand and agree to this Agreement and acknowledge that this offer of accommodation creates legally binding obligations on both parties to this Agreement.

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

If this Agreement is for accommodation including a catered package, you understand and agree the terms of the catering package also apply to this Agreement.

Please note that policies referred to in this document are subject to change from time to time.

If you are unable to access weblinks in this document please contact the Accommodation Contract Management Office by email: [acmo@reading.ac.uk](mailto:acmo@reading.ac.uk) before Accepting this Agreement and we will send to you a copy of these documents so that you can read them before Accepting this agreement.

This Agreement does not affect the disciplinary powers of the University. A breach of the Student's obligations in this Agreement 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 University's website for details – currently at <https://www.reading.ac.uk/essentials/-/media/essentials/files/the-important-stuff/student-disciplinary-procedure-010921.pdf>)

INTRODUCTION	
Terms of this Agreement	<p>The terms are contained within:</p> <ol style="list-style-type: none"><li>1. these Terms of Residence;</li><li>2. the Offer; and</li><li>3. the terms of any catering package you have requested (if applicable) together, "the Agreement".</li></ol> <p>The Agreement sets out our respective rights and responsibilities. Please note that further information regarding the procedures set out in these Terms of Residence can be found in the A-Z Halls Handbook, currently at: <a href="https://student.reading.ac.uk/essentials/accommodation/university-accommodation/a-z-halls-handbook.aspx">https://student.reading.ac.uk/essentials/accommodation/university-accommodation/a-z-halls-handbook.aspx</a>, however, this handbook does not form part of this Agreement.</p> <p>You are also required to abide by the University Regulations For Conduct for those residing in University Accommodation ("Conduct Regulations") (currently at <a href="https://www.reading.ac.uk/essentials/-/media/essentials/files/the-important-stuff/student-disciplinary-procedure-010921.pdf">https://www.reading.ac.uk/essentials/-/media/essentials/files/the-important-stuff/student-disciplinary-procedure-010921.pdf</a>, again, the Conduct Regulations do not form part of this Agreement.</p>

<b>Accepting this Agreement</b>	<p>By Accepting this Agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Accommodation and to use the Communal Areas. You also understand that if this Agreement is for accommodation including a catered package, the Terms and Conditions in relation to the catering package also apply. These can be found on the University website, currently at <a href="https://www.hospitalityuor.co.uk/clever-cuisine/terms/">https://www.hospitalityuor.co.uk/clever-cuisine/terms/</a>.</p> <p>If you move into the Accommodation without first accepting this Agreement you will be deemed as having accepted by your action of moving into the Accommodation and the payments set out in this Agreement will be due immediately.</p>
	<p>This Agreement becomes binding on both of us on the first of:</p> <ol style="list-style-type: none"> <li>1. You indicating on the Student Accommodation Online System that you accept the Offer;</li> <li>2. The University's Accommodation Office registering your Security Deposit (we will give you notice that this has happened); or</li> <li>3. You are given the keys to the Accommodation.</li> </ol>
<b>Period of Residence</b>	<p>The period of time referred to in the Offer. You must vacate the Accommodation and remove all of your personal possessions from it by 09:00am on the last day of the Period of Residence. If you fail to do so, we reserve the right to charge you costs incurred by us in respect of your overstay, including but not exclusive to the costs of rehousing a party due to take up residence in the Accommodation, loss of profit and the legal costs of removing you from the Accommodation.</p>
<b>Our responsibilities</b>	<p>Our responsibilities are set out in Clause 1 (below). If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.</p>
<b>Your responsibilities</b>	<p>By entering this Agreement, you commit to comply with your responsibilities. These are set out below. If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take disciplinary action and/or legal action against you, which may result in you having to leave your Accommodation.</p>
<b>Variations to this Agreement</b>	<p>With the exception of any changes required as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.</p>
<b>Enquiries</b>	<p>If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Accommodation Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre, RUSU's advice service or solicitor.</p>
<b>Nature of Agreement</b>	<p>This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Accommodation during the Period of Residence but do not have exclusive possession of the Accommodation. This means that we have the right to:</p> <ol style="list-style-type: none"> <li>1. enter your Accommodation at any time and for any reason (which is similar to staying in a hotel) (please see Clause 3.2);</li> <li>2. require you to move to an alternative room (again this is similar to staying in a hotel) (please see Clause 3.4); and</li> <li>3. where the description of the Accommodation states that the room type is "shared", require you to share the Accommodation with another person (please see clauses 2.4 and 4.1).</li> </ol> <p>Where we exercise these rights we will do so in accordance with these terms.</p>
<b>Glossary</b>	<p>These terms and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these terms.</p>

<b>1.</b>	<b>OUR RESPONSIBILITIES</b>	
1.1	<b>Services &amp; facilities</b>	<p>During the Period of Residence the University (either by itself or by the Managing Agent) will use reasonable endeavours:</p> <p>1.1.1. to provide the services set out in this Agreement;</p> <p>1.1.2. to provide internet access in the Hall;</p> <p>1.1.3. to provide an adequate supply of hot water for normal domestic use;</p> <p>1.1.4. where you pay the Licence Fee and comply with your obligations under this Agreement, permit you to quietly enjoy the Accommodation without unwarranted interference from us.</p> <p>We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).</p>
1.2	<b>Insurance</b>	<p>1.2.1. During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.</p> <p>1.2.2. During the Period of Residence the University and/or the Managing Agent may, at its own discretion, provide a limited level of insurance. It is your responsibility to verify whether any such insurance applies. You are responsible for insuring at your own cost your own belongings for any protection required over and above this insurance. You understand personal belongings which are left at the Hall are at your own risk. You agree to pay the Security Deposit referred to in the Offer on or before the commencement of the Period.</p> <p>Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time.</p>
1.3	<b>Security Deposit</b>	<p>1.3.1. You agree to pay the Security Deposit referred to in the Offer on or before the commencement of the Period of Residence.</p> <p>1.3.2. The Security Deposit will be returned to you 28 days from the end of the contract once you give up occupation and vacate the Accommodation after the end of the Period of Residence (or earlier where this Agreement has been terminated early in accordance with clause 6) less any deductions reasonably required by us for:</p> <p>(a) any damage or lack of cleanliness to the Accommodation, the Contents and/or Communal Areas;</p> <p>(b) any Licence Fee or other payments (including outstanding Council Tax payments due further to clause 7.7) which are due but unpaid; and</p> <p>(c) the actual or anticipated cost of remedying any breaches of this Agreement.</p> <p>The return of the Security Deposit is dependent on us having up-to-date bank account details for you.</p>
<b>2.</b>	<b>YOUR RESPONSIBILITIES</b>	
2.1	<b>Licence Fee</b>	<p>2.1.1. You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the terms set out in the Offer.</p> <p>2.1.2. The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3. If someone other than you pays all or part of the Licence Fee to us directly (e.g. a sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.</p>
2.2	<b>Licence Fee Payment</b>	<p>You agree to pay the Licence Fee in full for the whole Period of Residence in the instalments and on the dates stated in the Offer whether or not you receive a formal request from the University or the Managing Agent. Failure to pay in full or on time may result in commencement of debt collection procedures against you in order to recover the amounts owed.</p>
2.3	<b>Moving in</b>	<p>2.3.1. You will move in on the first day of your Period of Residence at the time designated in the</p>

		<p>information sent to you regarding your induction unless you agree otherwise with the University's Accommodation Office in writing.</p> <p>232 You accept the Accommodation, the Communal Areas and the Contents as being present and in good repair and condition, unless you inform the Managing Agent within 48 hours of moving-in.</p> <p>233 You understand that the University has sole discretion in relation to room allocation in the Hall and you cannot insist on being housed in a specific room or being housed together with, or apart from, any other person.</p> <p>234 You understand that, whilst the University has offered you a place in the Hall and will try and locate you there, the University does not guarantee that the named Hall will be available in all cases. Where this is the case, you acknowledge that the University will endeavour to offer you alternative accommodation of an equivalent or better quality at a similar price or give you the right to terminate this Agreement without charge.</p> <p>235 You understand and acknowledge that if you do not move in within one week of the date stated in the Offer (unless you have agreed a later date in writing and/or you have paid the full amount of the first instalment of the Licence Fee), the University and/or the Managing Agent shall have the right (but shall not be obliged) to terminate this Agreement. If this Agreement is terminated, your Security Deposit will be refunded less any outstanding Licence Fee. This late arrival clause will not apply if the University has received the first instalment of the Licence Fee by the first day of the Period of Residence</p>
2.4	<b>Using the Accommodation</b>	<p>2.4.1 You are the only person authorised to occupy the Accommodation unless it is confirmed by the University's Accommodation Office in writing at the time of the Offer that the Accommodation may be shared with such other persons named in writing by the University's Accommodation Office.</p> <p>2.4.2 You must not use the Accommodation or the Communal Areas for any other purpose than as private residential purposes unless in connection with an academic project approved in writing by us.</p> <p>2.4.3 You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2 below.</p>
2.5	<b>Visitors</b>	<p>2.5.1 You understand that you are responsible for the behaviour of any Visitor at any time when they are within the Hall or any other University premises and you will be fully responsible for any damage caused to the Hall or its Contents as if such damaged was caused by you.</p> <p>2.5.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Hall where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.</p> <p>2.5.3 When you have an overnight Visitor, you must register them using the Home at Halls App. If you do not have the Home at Halls App, you may register your visitor with Halls Reception. You understand such overnight Visitors must be over the age of 16 and that you may not have overnight Visitors for more than two nights in any rolling seven night period. You also understand that you may have only one overnight Visitor at a time and you are responsible for the behaviour of any Visitor.</p>
2.6	<b>Non-transferability</b>	This Agreement, and the licence for you to occupy the Accommodation contained in it, is personal to you. You must not allow anyone else to occupy or use the Accommodation.
2.7	<b>Risk assessments</b>	You agree to comply and/or co-operate with a reasonable request by the University to provide information or to assist in connection with a risk assessment undertaken by the University in relation to your occupation of the Accommodation and/or the Hall.
2.8	<b>Conduct and respect for others</b>	<p>You agree to meet the University's expected standards of behaviour, including those set out in relevant student regulations, and including but not limited to the following:</p> <p>2.8.1 to show respect, at all times, for all persons living and/or working in the Hall or in the locality of</p>

		<p>the Hall and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>2.8.2 to keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Hall and, in particular, not to make or allow any loud noise (including but without limitation to televisions, playing music or musical instruments, talking loudly on the phone or playing video games) between <b>23.00</b> hours and <b>08.00</b> hours and at any time during the dates advertised as the “main exam period” at <a href="https://www.reading.ac.uk/internal/exams/student/exa-dates.aspx">https://www.reading.ac.uk/internal/exams/student/exa-dates.aspx</a> ;</p> <p>2.8.3 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, sex, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>2.8.4 not to bring into either the Accommodation or the Hall any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;</p> <p>2.8.5 not to bring into or use in either the Accommodation or the Hall any psychoactive substance (also known as legal highs) or nitrous oxide or allow such substances to be used in the Accommodation;</p> <p>2.8.6 not to carry out any unlawful or illegal act;</p> <p>2.8.7 not to obstruct the Communal Areas;</p> <p>2.8.8 not to bring any electric scooter into Halls;</p> <p>2.8.9 to follow any reasonable instruction given to you by the University or the Managing Agent, including but not limited to those relating to health and safety; and/or unless you have been provided with a parking permit by the University, not to bring a car or any other motorised vehicle onto campus (except by special arrangement) and further not to park on public roads within one mile of campus.</p> <p>Failure to comply with these obligations may lead to disciplinary action being taken, including eviction from Halls.</p>
2.9	<b>Repairs, maintenance and alterations</b>	<p>You agree:</p> <p>291 to keep the Accommodation and the Contents (and, where applicable, the Communal Areas) hygienically clean and tidy through the Period of Residence;</p> <p>292 not to carry out any unlawful or illegal act;</p> <p>293 to place any rubbish and recyclable materials in designated areas in the Hall or designated external Hall areas;</p> <p>294 not to:</p> <ol style="list-style-type: none"> <li>mark or change the decorative finish of the Accommodation or the Communal Areas;</li> <li>make any alteration to the fabric or surfaces of the Accommodation or the Communal Areas or any installation or equipment in them;</li> <li>apply sticky tape or Blu Tack or similar adhesive on the walls;</li> <li>stick pins, nails or screws into the walls;</li> <li>flush sanitary items or wet wipes down the toilet;</li> <li>pour oil or grease down the drains nor do anything else likely to block or harm the drains;</li> <li>remove any of the Contents;</li> </ol> <p>295 save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture and bean bags) into the Accommodation and/or the Hall except where the University’s Accommodation Office has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation; and</p> <p>296 not to leave any personal belongings (including bicycles) or other obstacles in the Communal Areas or make these areas dirty or untidy or unsafe. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.</p>
2.10	<b>Safety and security</b>	<p>It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure for residents to live in and for staff to work in. In particular, you must attend the Halls Welcome talk once</p>

you have moved into your Accommodation. Further obligations on you include (but are not limited to) complying with the following:

#### **2.10.1 Electrical appliances**

You agree:

- a) only to use the cooking and/or other electrical kitchen equipment in any shared kitchen and not to use any other cooking appliances in the Accommodation or Hall. You will also not bring a fridge within the Accommodation unless you have specifically obtained written consent for this;
- b) not to tamper with or alter any electrical appliances/ items supplied by the University;
- c) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Hall and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points;
- d) we reserve the right to remove and test any of your electrical items if we suspect they may be faulty or unsafe and, if any items are faulty or unsafe you must permanently remove such items from the Halls (including the Accommodation); and
- e) not to bring any halogen lamps/lights or heating appliances into the Halls (including the Accommodation) or any liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or a gas heater or cooker (save for tanks of oxygen for which written consent has been received).

#### **2.10.2 Fire Safety**

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and:

- a) to complete any mandatory fire and safety training, whether online or in person, as instructed by the University and/or the Managing Agent;
- b) not to tamper with, misuse or cover the heat detectors or smoke sensors or any other fire detection or fire-fighting or fire protection equipment anywhere in the Accommodation or Hall;
- c) not to smoke in the Accommodation or the Hall or anywhere within 10 metres of any building forming part of the Hall unless it is a designated area. This includes the use of e-cigarettes;
- d) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment including for example activating the fire alarms where it is not necessary or appropriate to do so;
- e) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes);
- f) not to shower with the door open;
- g) not to leave any cooking unattended; and
- h) you will use reasonable endeavours to avoid careless activation of the fire alarm (for instance burning food whilst cooking or showering with the bathroom door open)

and you will pay any charges levied by third parties such as the local fire authority for attending false alarms where you are found to have breached this Clause 2.10.2.

#### **2.10.3 Security**

You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):

- a) keeping your key, key fob or key card with you at all times. Failure to carry your keys requiring you to be let in by our staff and/or our contractors will result in a £5 charge being

		<p>made to you;</p> <ul style="list-style-type: none"> <li>b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;</li> <li>c) if you lose your key and/or entry card and/or fob allocated to the Accommodation and/or Communal Areas, you will notify reception as soon as reasonably practicable (and in any event within 24 hours) and you will be charged for replacements;</li> <li>d) notifying the Halls Hotline if you become aware of any circumstances likely to affect the security of any part of the Hall;</li> <li>e) locking the door to your Accommodation together with any corridor/main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;</li> <li>f) not letting anyone you do not know into the Hall; and</li> <li>g) accompanying your Visitors at all times.</li> </ul> <p><b>2.10.4</b> You agree to adhere to all health and safety regulations and procedures (which are displayed in the Accommodation and on notice boards in the Hall) including those relating to the Corona Virus Act 2020, Public Health (Control of Disease) Act 1984 and The Health Protection (Coronavirus)(Steps)(England) Regulations 2021, and:</p> <ul style="list-style-type: none"> <li>a) comply with any and all relevant government restrictions and/or university policies that may apply from time to time;</li> <li>b) keep your Accommodation clean to reduce the spread of infectious disease; and</li> <li>c) not tamper with or cause damage to any equipment and/or cleaning products such as hand sanitisers located in the Accommodation and Hall or tamper with or destroy notices displaying health and safety information; and</li> <li>d) where we give you prior reasonable written notice that a health and safety meeting has been arranged by the Warden and your attendance at that meeting is compulsory, attend that meeting.</li> </ul>
2.11	<b>Pets</b>	You must not keep or 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 you wish to bring an animal as an aid for a person with a disability you understand you must notify the University and receive written permission (which will not be unreasonably withheld or delayed) in advance.
2.12	<b>At the end of the Agreement</b>	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <ul style="list-style-type: none"> <li>2.12.1 to give us and/or the Managing Agent vacant possession;</li> <li>2.12.2 to vacate the Accommodation by 09.00 am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</li> <li>2.12.3 to return all keys, key fobs or key cards. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this;</li> <li>2.12.4 to leave the Accommodation and Communal Areas 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 vacuuming all floors, and removing all rubbish (as appropriate). If you leave any personal belongings in the Hall, we will notify you of this and give you a period of time which is reasonable in all the circumstances to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings and you will reimburse the University for the costs of doing so.</li> </ul>
3.	<b>OUR RIGHTS</b>	
3.1	<b>Alterations and building works</b>	We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we use reasonable endeavours to minimise any disturbance.



3.2	<b>Access and inspection</b>	<p>3.2.1 We, together with anyone authorised by us, have the right to enter the Accommodation at all times, for any reason and without having to give you prior notice. We would normally, however, only enter the Accommodation at reasonable times and upon giving reasonable prior notice (except in case of emergency where we may enter at any time and without prior notice) and entry will normally be for one or more of the following reasons:</p> <ul style="list-style-type: none"> <li>a) in an emergency,</li> <li>b) in order to clean, inspect or repair the Accommodation, or any other part of the Halls to comply with our responsibilities under this Agreement;</li> <li>c) concern regarding your or someone else’s welfare; and/or</li> <li>d) for any other reasonable purpose.</li> </ul> <p>3.2.2 Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency. If we do not give you prior notice, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key. When you report a maintenance issue to the halls hotline a timescale will be provided to you within which we will respond. We will not give you additional notice for attending to maintenance issues you have reported to us.</p>
3.3	<b>Removal of items from the Accommodation</b>	<p>We may remove from the Accommodation or Hall any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance (in the latter case we would usually give you prior warning). If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Hall. Any psychoactive substance or illegal substance or suspect psychoactive substance or illegal substance removed from the Accommodation or Hall will be passed to the police.</p>
3.4	<b>Our right to require you to relocate and your ability to request a transfer</b>	<p>3.4.1 We reserve the right to move you to alternative accommodation in any circumstances including (but without limitation) the following:</p> <ul style="list-style-type: none"> <li>a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Hall, that the Accommodation or Hall is unfit for occupation, or where the Period of Residence includes the summer vacation and the Hall is not fully occupied during the vacation, or where an emergency situation requires immediate evacuation);</li> <li>b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;</li> <li>c) for reasons related to the protection of public health, whether or not on the instruction of Public Health England (or any successor body) or any other internal agency; or</li> <li>d) where you have breached this Agreement.</li> </ul> <p>3.4.2 If we request you to relocate:</p> <ul style="list-style-type: none"> <li>a) we will (other than in emergency situations) give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;</li> <li>b) In emergency situations we may give you notice of or request to relocate by a number of different means that we deem to be reasonable in the circumstances, this may include communication in person, by email, general notices or use of social media including the Home At Halls app. We will endeavour to give you reasonable notice taking into account all the circumstances.</li> </ul> <p>3.4.3 If we request that you relocate on a permanent basis and 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 we have agreed to provide under this Agreement. If the alternative accommodation is not comparable or better and you choose not to accept it then you shall be entitled to terminate this Agreement with immediate effect by giving us written notice.</p> <p>3.4.4 If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>



		<p>3.4.5 Room transfers are only available by agreement. No room transfers will be permitted whilst we have a University accommodation waiting list. You may apply to transfer to another room by completing the room move request form but you agree and acknowledge that submitting a room move request form is no guarantee of a transfer occurring. Room transfers are solely at our discretion.</p> <p>3.4.6 If you wish to move, you must:</p> <ol style="list-style-type: none"> <li>complete the room move request using the relevant University procedure, to be reviewed by the Accommodation Office;</li> <li>pay the Licence Fee due (if any) or settle any outstanding debts for the Accommodation up to the date of transfer;</li> <li>(if the transfer takes place) pay the Managing Agent 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;</li> <li>have complied with your obligations in these terms in all material respects; and</li> <li>if a move is granted, enter into a new agreement incorporating all the terms of this Agreement for the alternative accommodation and therefore the provisions in respect of the end of licence as set out in this Agreement shall apply.</li> </ol> <p>3.4.7 You agree and acknowledge that we will only agree to you transferring to a room at a lower rent or for a shorter period of residence if you locate a Replacement Resident and the University is able to let the Accommodation to such Replacement Resident on terms such that there is no loss to the University.</p> <p>3.4.8 If you are relocated under this Agreement, all the terms of this Agreement will be transferred to the new Accommodation.</p>
4.	<b>YOUR RIGHTS</b>	
4.1	<b>Occupation</b>	<p>We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:</p> <p>4.1.1 a licence to occupy the Accommodation; and</p> <p>4.1.2 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.</p>
5.	<b>IF YOU BREACH THIS AGREEMENT</b>	
5.1	<b>Payment for loss or damage and fines for misdemeanours</b>	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards/fobs, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.</p> <p>5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we have used reasonable investigations to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred.</p> <p>5.1.3 You will comply with:</p> <ol style="list-style-type: none"> <li>The University's disciplinary procedure which can be found at <a href="https://www.reading.ac.uk/essentials/-/media/essentials/files/the-important-stuff/student-disciplinary-procedure-010921.pdf">https://www.reading.ac.uk/essentials/-/media/essentials/files/the-important-stuff/student-disciplinary-procedure-010921.pdf</a>; however, for the avoidance of doubt, this does not form part of this Agreement;</li> <li>The reasonable requests and directions of the staff of the University and/or the Managing Agent; and</li> <li>Such rules as are contained in the relevant A-Z Halls Handbook and/or any other codes of behaviour issued by the University from time to time, but which do not, for the avoidance of doubt, form part of this Agreement.</li> </ol> <p>In particular, you understand that if you fail to comply with such rules, you may be fined for breach in accordance with the rules set out for the same in the Conduct Regulations.</p>

6.	<b>TERMINATION OF THIS AGREEMENT</b>	
6.1	<b>Your right to terminate before the beginning of the Period of Residence</b>	<p>6.1.1 You may terminate this Agreement before the beginning of the Period of Residence if you are not able to register with the University, defer your registration with the University or withdraw from the University and terminate your registration and you give us notice with immediate effect.</p> <p>6.1.2 You may only terminate this Agreement before the beginning of the Period of Residence for any other reason if you secure a Replacement Resident and:</p> <ul style="list-style-type: none"> <li>a) give us written notice; and</li> <li>b) pay the Licence Fee until the day before the Replacement Resident takes occupation.</li> </ul> <p>6.1.3 If this Agreement is terminated in accordance with 6.1.1 or 6.1.2 before the beginning of the Period of Residence then your Security Deposit will be returned in full less any outstanding Licence Fee.</p>
6.2	<b>Your right to terminate after the beginning of the Period of Residence</b>	<p>6.2.1 You may only terminate this Agreement after the beginning of the Period of Residence if you either:</p> <ul style="list-style-type: none"> <li>a) withdraw from the University and terminate your registration or you are suspended from the University and you satisfy the following conditions: <ul style="list-style-type: none"> <li>i) your change in status has been recorded on the University systems;</li> <li>ii) you give us at least 4 weeks' written notice (the "<b>Notice Period</b>"); and</li> <li>iii) you pay the Licence Fee for the duration of the Notice Period.</li> </ul> </li> </ul> <p><b>or</b></p> <ul style="list-style-type: none"> <li>b) you secure a Replacement Resident and you satisfy the following conditions: <ul style="list-style-type: none"> <li>i) you give us written notice; and</li> <li>ii) you pay the Licence Fee until the day before the Replacement Resident takes occupation.</li> </ul> </li> </ul> <p><b>or</b></p> <ul style="list-style-type: none"> <li>c) you terminate the Agreement with immediate effect further to clause 3.4.3 upon giving us written notice.</li> </ul> <p>6.2.2 If this Agreement is terminated after the beginning of the Period of Residence then your Security Deposit will be returned in accordance with clause 1.3.</p> <p>6.2.3 Any notice of termination you give us must be given using the relevant University procedure, such as an online form, if applicable.</p> <p>6.2.4 If notice is correctly given and the relevant conditions complied with then this Agreement will terminate on expiry of the notice period (or immediately where no notice period is required).</p> <p>6.2.5 If you would like the University to assist in securing a Replacement Resident then you may register your interest with us but you should note that it remains your responsibility to locate a Replacement Resident.</p> <p>6.2.6 In respect of 6.2.1 (a) and (b) you will pay the Managing Agent a fee of £50 for administrative fees relating to costs associated with the termination of this Agreement including inspection and routine cleaning of the Accommodation, and the costs properly and reasonably incurred in carrying out any non-routine cleaning.</p>

6.3	<b>The University and the Managing Agent's rights to terminate</b>	<p>We may terminate this Agreement in any of the following circumstances:</p> <p>6.3.1 further to clause 2.3.5;</p> <p>6.3.2 any payment you owe the University and/or the Managing Agent is overdue by 28 days or more;</p> <p>6.3.3 you are in serious and/or persistent and/or material breach of this Agreement. In particular, you agree and acknowledge that this Agreement may be terminated immediately by the University and/or the Managing Agent where you breach the obligations in this Agreement relating to (without limitation) fire safety at the Accommodation or the Hall or where you are found to be in possession of illegal drugs;</p> <p>6.3.4 you stop being a student at the University for any reason including, for the avoidance of doubt, whether by withdrawal and/or suspension, even where you intend to reenrol; and/or</p> <p>6.3.5 in the reasonable opinion of the University your health and/or behaviour constitutes a serious risk to yourself or others, or the University's or the Managing Agent's or another person's property. For the avoidance of doubt this includes disruptive behaviour and/or behaviour disruptive to others, vexatious complaining, any serious and/or persistent breach of the Conduct Regulations and persistent offences of a non-material nature which affect the enjoyment of others.</p>
6.4	<b>Effect if we terminate the Agreement</b>	<p>6.4.1 If we terminate the Agreement in the circumstances set out in Clauses 6.3 this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you or your Visitors.</p> <p>6.4.2 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.</p>
<b>7. OTHER MATTERS</b>		
7.1	<b>Notices</b>	<p>7.1.1 All letters and notices sent by:</p> <p>a) us to you will be properly served if they are delivered to you by hand, first class post or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with Clause 7.1.2) or by e-mail (to your University e-mail account, or, if sent prior to enrolment, to such other email address as you provide to us in writing);</p> <p>b) you to us will be properly served if hand delivered or sent to us (by first class post or special delivery) at the University's Accommodation Office or if sent by e-mail to <a href="mailto:accommodationonline@reading.ac.uk">accommodationonline@reading.ac.uk</a> (unless a relevant University procedure applies, (such as completion of a form online), in which case, notice must be given using that procedure).</p> <p>7.1.2 You agree to update RISIS with any change to the address provided when applying for the Accommodation.</p> <p>7.1.3 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us) which relate in any way to the Hall and/or Accommodation.</p> <p>7.1.4 A notice sent by the following means is to be treated as having been received:</p> <p>a) if delivered by hand, on the day of delivery;</p> <p>b) if sent by first class post or special delivery, on the first working day after posting; or</p> <p>c) if sent by email, on the first working day after it was sent.</p>

7.2	<b>Data Protection</b>	<p>7.21 The University will collect, hold and process data relating to you (personal data) in order to meet its obligations under this Agreement and for the purposes stated in the University's Student Privacy Notice, which can be found at: <a href="https://www.reading.ac.uk/essentials/The-Important-Stuff/Values-and-Behaviours/Data-protection">https://www.reading.ac.uk/essentials/The-Important-Stuff/Values-and-Behaviours/Data-protection</a>.</p> <p>7.22 The University's Data Protection Policy (which can be found on the University's website and is currently at <a href="https://www.reading.ac.uk/imps/-/media/ccbb23e9558a4e3ea5f009531c36efa4.ashx">https://www.reading.ac.uk/imps/-/media/ccbb23e9558a4e3ea5f009531c36efa4.ashx</a> 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.</p> <p>7.23 The University will share your personal data with the Managing Agent, for the purposes of providing you with the services set out in this Agreement and as further set out in the University's Student Privacy Notice. The Managing Agent will process your personal data in accordance with the terms of its privacy policy, which can be found on the University's website (currently at <a href="https://upp-student-app-api.s3.eu-west-2.amazonaws.com/public/policies/UPP+(Reading+)+Student+Privacy+Policy+-+revised+290620+(1).pdf">https://upp-student-app-api.s3.eu-west-2.amazonaws.com/public/policies/UPP+(Reading+)+Student+Privacy+Policy+-+revised+290620+(1).pdf</a>).</p>
7.3	<b>Liability for loss or damage</b>	<p>7.31 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.</p> <p>7.32 Further, the University will not be in breach of this Agreement or liable 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 the Managing Agent's control which could not have been foreseen or prevented even if the University or the Managing Agent had taken reasonable care. Matters outside the University's and the Managing Agent's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic (including but not exclusive to the Covid- 19 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 the Managing Agent 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 Agreement.</p>
7.4	<b>Governing law and enforceability</b>	<p>7.4.1 This Agreement is governed by English law and any legal proceedings regarding this Agreement shall be brought in the English Courts.</p> <p>7.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
7.5	<b>Legislation</b>	<p>The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us. However, this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p> <p>As this Contract is a fixed term licence, this means that the Contract does not have the legal protection set out in the Housing Act 1988 (as amended) that other residential contracts may have.</p>
7.6	<b>VAT</b>	<p>At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law or in your student status.</p>
7.7	<b>Council tax</b>	<p>If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).</p>
7.8	<b>Guarantees of accommodation</b>	<p>Any guarantee given by us in our Accommodation brochure or website to allocate accommodation to you shall cease to have effect if this Agreement is terminated.</p>

## GLOSSARY

<b>University/We/Our</b>	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. The expressions "our" and "us" should be read accordingly.
<b>Communal Areas</b>	Those areas of the Hall designated by the University from time to time for shared use by residents (e.g. entrances, hallways, corridors, stairs, lifts, kitchens, bathrooms, toilets, study spaces and common rooms).
<b>Contents</b>	Those fixtures, fittings, furniture and contents supplied by the University.
<b>You/Your</b>	The person named in the Offer and the expression "yours" should be read accordingly. (Where the Accommodation is shared, you are responsible for your own acts and omissions and equally responsible for the acts and omissions of the other person sharing the Accommodation).
<b>Accommodation</b>	The room(s) to which the Offer relates.
<b>Exiting Student:</b>	A student who terminates this Agreement prior to the expiry of the Period of Residence.
<b>Hall</b>	The University's hall of residence at which you reside under the terms of this Agreement.
<b>Halls Hotline</b>	The hall of residence hotline described on the University website (currently at <a href="http://student.reading.ac.uk/essentials/accommodation/university-accommodation/how-can-we-help/halls-hotline.aspx">http://student.reading.ac.uk/essentials/accommodation/university-accommodation/how-can-we-help/halls-hotline.aspx</a> ).
<b>Licence Fee</b>	The amount payable as rent as stated to in the Offer.
<b>Period of Residence</b>	The term of weeks as referred to in the Offer.
<b>Security Deposit</b>	The sum of £250.
<b>Managing Agent</b>	UPP (Reading I) Ltd, First Floor, 12 Arthur Street, London, EC4R 9AB.
<b>Offer</b>	Your offer of accommodation as issued by the University.
<b>Replacement Resident</b>	A student at the University who does not already have an accommodation agreement with the University, who is acceptable to the University in all the circumstances and who enters into an agreement for the Accommodation commencing on the date immediately following the expiry of the Exiting Student's notice period and for a term ending on the same date as the Exiting Student they are replacing.
<b>Visitors</b>	Any guest invited by you, whether that invitation is express or implied (e.g. where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.