Standard Terms and Conditions of Residence - Single occupancy in shared Halls of Residence 2016/17

It is the Student’s responsibility to make sure they read, understand and agree to these terms and conditions before accepting the University’s offer of accommodation.

If the Student accepts the University’s offer of accommodation, then that offer, these terms and conditions, the terms and conditions of application and offer and University regulations referred to in these terms and conditions will create legally binding obligations ('the Contract') between the University and the Student.

The Contract is governed by English law which some international students may find quite different from the law which applies in their own country.

Further details about the Student’s contractual obligations and how to comply with them can be found in the Halls Handbook – which can be accessed via: www.reading.ac.uk/accommodation. There may be small variations in the handbook from year to year.

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. There is no right to stay in the Accommodation at the end of the tenancy, or to have a renewal tenancy.

Once the Contract has become binding, the Student has a legal obligation to pay the Rent for as long as the Contract lasts, even if the Student does not occupy the Accommodation for the full Period of Residence. There are only limited rights of cancellation, and these are set out in clause 4 of these terms and conditions.

If the Accommodation is fully catered the Contract will incorporate the catering terms and conditions available to view at:

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

The catering package is part of the Contract for residential accommodation and, once the Student has accepted an offer of catered accommodation the catering package cannot be cancelled unless the student is entitled to, or does, terminate their Contract (as permitted in these terms and conditions) in its entirety.

If the Contract is for multiple occupants, for example family or couples, then the University of Reading Student (see definitions) will be responsible for ensuring that Permitted Occupants (see definitions) comply with the Student’s obligations other than those relating to payments. The student will be liable for the acts and/or omissions of the Permitted Occupants. 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.

SRA1617 V1
1. **DEFINITIONS**

In these terms and conditions certain words and expressions have particular meanings, as set out in this clause.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td>The student or prospective student named in the University’s offer of the Accommodation</td>
</tr>
<tr>
<td>University</td>
<td>University of Reading, whose address for service of all documents related to the Contract (including legal proceedings) is Whiteknights, PO Box 217, Reading, RG6 6AH. In these terms and conditions “University” includes all buildings belonging to the University or managed by or on behalf of the University. The University can be emailed via the University’s agent, UPP at <a href="mailto:accommodationonline@reading.ac.uk">accommodationonline@reading.ac.uk</a>. The University is an exempt charity and a corporation aggregate.</td>
</tr>
<tr>
<td>Accommodation</td>
<td>The room in the Residence which the Student will be permitted to occupy</td>
</tr>
<tr>
<td>Residence</td>
<td>The Hall named in the University’s offer of accommodation</td>
</tr>
<tr>
<td>UPP</td>
<td>UPP (Reading I) Limited (company registration number 07637481) and/or UPP Residential Services Ltd (company registration number 05337048) as the context demands (UPP Ltd Head Office: 40 Gracechurch Street, London, EC3V 0BT). UPP is a company limited by shares.</td>
</tr>
<tr>
<td>Common Parts</td>
<td>Any shared facility such as kitchen, bathroom, common or other rooms allocated to the Accommodation or jointly available to students of a shared Flat or Residence and those parts of the University’s property which are necessary for the purpose of gaining access to the Accommodation</td>
</tr>
<tr>
<td>Contents</td>
<td>The fixtures, fittings and equipment provided by the University or UPP</td>
</tr>
<tr>
<td>Contract</td>
<td>The university’s offer of accommodation accepted by the Student, these terms and conditions, the terms and conditions of application and offer and University regulations referred to in these terms and conditions</td>
</tr>
<tr>
<td>Flat</td>
<td>The flat, corridor or shared house, (if any) in which the Accommodation is situated and “flat” means the Flat or any other flat at the Residence</td>
</tr>
<tr>
<td>Group or Hall</td>
<td>The designated reception for the Residence, as described in the relevant Halls Handbook</td>
</tr>
<tr>
<td>Reception</td>
<td>The designated reception for the Residence, as described in the relevant Halls Handbook</td>
</tr>
</tbody>
</table>
Halls Hotline: The telephone number given in the relevant Halls Handbook for 24/7 accommodation services for the Residence.

Deposit: The sum of £250 payable to the University of Reading, initially as a holding deposit. Upon check-in this money will be transferred to UPP and held as a damage deposit.

Payment Date(s): The due date(s) for payment of instalments of Rent specified in the University’s offer of accommodation.

Period of Residence: The period during which the Student is permitted to occupy the Accommodation as specified in the University’s offer of accommodation.

Rent: The amount specified in the University’s offer as the price payable for the accommodation. This sum includes the price of the Services.

Rights:
   a) to use the Contents in the Accommodation
   b) to use the Common Parts and their Contents, jointly with other students

Services:
   a) buildings insurance and repair of the Residence
   b) cleaning of the Common Parts
   c) services specific to the Residence as identified in the relevant Halls Handbook
   d) providing hot and cold running water to the Residence
   e) lighting and heating (seasonal) of the Residence
   f) providing an electricity supply to the Accommodation
   g) disposal of rubbish deposited in proper receptacles in the designated areas

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.

2.2. If the Student has previously been accommodated in University or UPP accommodation, the University’s agreement to grant a tenancy is conditional on:

2.2.1. the Student having settled all outstanding charges relating to their earlier tenancy; and

2.2.2. the Student not having been subject to any University disciplinary sanctions; and

2.2.3. there being no outstanding University disciplinary proceedings against the Student at the start of the Period of Residence.

2.2.4. there being no record of the Student being a vexatious complainant.

2.3. If any of the conditions in clause 2.2 are not satisfied, 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 clause 2.2 is not discovered until after the Student has begun occupation, the University may treat that as a material breach and terminate the Contract in accordance with clause 4.

2.4. The Student agrees to comply with his/her obligations in the Contract.

2.5. The University agrees to comply with its obligations in the Contract.

2.6. The University’s rights in the Contract may be exercised by the University and/or by any person or organisation authorised by the University to exercise those rights on its behalf.

2.7. 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 clause 4.3 and 4.4, in accordance with these terms and conditions.

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

2.8.1. The Student indicates on the University’s Accommodation Online system that he/she accepts the University’s offer of accommodation; or

2.8.2. The Deposit payment is registered by the Accommodation Office; or

2.8.3. The Student is given possession of the Accommodation, as identified in the offer of accommodation.

2.9. Any variation to these terms and conditions, once they have been 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.

3. THE DEPOSIT

3.1. The Deposit is initially 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 not normally be refunded. (See clause 4 for more details about early termination of the Contract.)
3.2. If the Student takes the tenancy, the Deposit will be held as security against any breaches of the Contract by the Student, or liabilities arising under the Contract.

3.3. The University may use the Deposit in settlement or part-settlement of any sums which the Student owes to the University for Rent or administrative charges in connection with the Accommodation.

3.4. 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 (including cleaning charges, damage or loss to the Accommodation or Residence) by the Student of his/her obligations in these terms and conditions.

3.5. No interest will be payable in relation to the period the Deposit is held.

3.6. The University or UPP may deduct from the Deposit such proper and reasonable charges (e.g. international bank transfer fees) as they incur in returning the Deposit to the Student.

3.7. The return of the Deposit will usually be processed within 28 days of the end of the tenancy. Failure to follow correct check-out procedures or provide correct bank details may result in Deposit refunds being delayed.

4. TERMINATION OF THE CONTRACT

4.1 Termination by the University

4.1.2 Material or persistent breach by the student. The University may terminate the Contract if the Student is in material or persistent breach of the Student’s obligations in it.

Breaches of an obligation denoted with an asterisk* in clause 6 of these terms and conditions ‘Student’s Obligations’ are considered serious enough to constitute a material breach. However, any breach may result in the University refusing to provide a returning Student with accommodation in future years.

These terms and conditions do not affect the disciplinary powers of the University. A breach of Student’s obligations in these terms and conditions 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 Calendar at www.reading.ac.uk/calendar).

Failure to meet the conditions in clause 2 will be treated as a material breach, particularly where the Student misled the University or UPP as to the true nature of their circumstances.

4.1.3 Late Arrivals If the Contract is in force on the first day of the Period of Residence, but the Student does not move into the Accommodation, the following shall apply:

The Student should seek advance agreement from the University and make arrangements for late arrival (this should be in writing to accommodationonline@reading.ac.uk). 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 University will not return the Deposit to the Student (see also clause 4.3). If the University does not terminate the Contract, 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 a replacement tenant.

If the University 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). If the University wishes to terminate the Contract in these circumstances, it must notify the Student of the termination after the agreed late arrival date but before the Student begins occupation. If the University terminates the Contract under this clause the University will not return the Deposit to the Student (see also clause 4.3). If the University does not terminate the Contract, 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 a replacement tenant.

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.

4.1.4 Where conditions of residence are not satisfied. The University may terminate this Contract at any time before the start of the Period of Residence if:

4.1.4.1 the Student has not settled all outstanding charges relating to an earlier tenancy with the University or UPP;
4.1.4.2 the Student is the subject of University disciplinary proceedings;
4.1.4.3 the Student is or has been subject to University disciplinary sanctions;
4.1.4.4 the Student is or becomes a vexatious complainant.

4.1.5 Termination by the University giving notice (“Notice to Quit”) The University may terminate the Contract at any time by serving written notice on the Student if:

4.1.5.1 any payment due from the Student to the University under this Contract is overdue by 28 days or more;
4.1.5.2 the Student is in serious or persistent breach of any of the Student’s obligations;
4.1.5.3 the Student does not have status as a current student in the University;
4.1.5.4 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.

Where a notice to quit is issued in line with this clause the notice period will be 4 weeks starting from the date of the notice unless a longer period is stated.
4.2 Termination by the Student

4.2.1. **The Cooling Off Period** - If the Student sends written notice of cancellation to reach the University within 7 working days after entering into the Contract, provided that the Period of Residence has not started, the Contract will be cancelled at the point the notice is received and the University will refund to the Student all payments made under the Contract, including the Deposit (written notice should be sent to crm@reading.ac.uk).

4.2.2. **Student Status** - If before the start of the Period of Residence the Student is or has become **ineligible to enrol or re-enrol as a student** at the University, or is **not accepted for study** by the University, or is **not taking up their place on a course**, the Student must **promptly notify** the University crm@reading.ac.uk. The Contract will end from the date of notification or, if earlier, from the date the University Registry or Admissions Office notifies the Accommodation Contract Management Office of the change in the Student’s status. If the Student fails promptly to notify the Accommodation Contract Management Office that they are no longer eligible to occupy the Accommodation, the Student may remain liable for Rent for any part of the Period of Residence during which the University is unable to let the Accommodation to someone else.

4.2.3. **Personal Preference** - If the Student wishes to leave the Accommodation for reasons, that do not relate to their student status or eligibility, the Student may apply to the University for early release from the Contract by **completing and submitting the Contract Cancellation form located at the following link** www.reading.ac.uk/internal/student/student-community/currentstudents/Cancellingyourhallcontract. Completing and submitting the Contract Cancellation form does not end the Contract. The Contract will not end before its natural expiry date unless the Accommodation is re-let. On receipt of a properly completed Contract Cancellation form, the University will consider releasing the Student from the Contract if a replacement tenant who is reasonably acceptable to the University can be found. The University will use its reasonable endeavours to find a suitable replacement tenant but does not guarantee to be able to do so. **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 a replacement tenant.**

4.2.4. **Suspension or withdrawal** – If the Student is suspending studies or withdrawing from the University the Student may apply to the University for early release from the Contract by **completing and submitting the Contract Cancellation form supported by evidence of suspension/withdrawal.** After vacating, the Student will be liable to pay for the Accommodation after vacating until either (a) a suitable replacement tenant takes over the tenancy or (b) 4 weeks has elapsed - whichever is the first to occur.
The University’s or UPP’s acceptance of Accommodation keys at any time shall not in itself be effective to terminate the Contact while any part of the Period of Residence remains unexpired.

4.3 Deposit Return if the Contract is ended early

4.3.1. If the Contract is terminated before the start of the Period of Residence the University will retain the Deposit to cover the costs of re-letting the Accommodation, (unless terminated under clause 4.2.1) (‘cooling off’).

4.3.2. Where the Contract is terminated after the start of the Period of Residence and where the Student is not at fault the Deposit will be refunded, after deducting an administration charge of £50 and any damages or unpaid accommodation costs as stated in the Deposits section of this Contract.

4.3.3. If the Contract is terminated by the University due a breach by the Student of his/her responsibilities the University will retain the Deposit to cover the costs of the termination and re-letting the Accommodation.

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 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 (as described in clause 5.1.1).

5.1.4. Where through no fault of the Student any of the Common Parts become unusable the University will provide temporary access to other suitable equivalent facilities either within or close to the Residence until the Common Parts are once again usable or, if sooner, until the end of the Period of Residence.

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.

5.2.2. Where the alternative Accommodation is the same room type as in 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.

5.2.3. 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 only be required to undertake a longer Period of Residence, or pay a higher rent, than originally agreed if the Student has requested the relocation.

5.2.4. 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 these terms, the Student shall pay (a) a fee of £50 to UPP for the cost of inspecting and cleaning the Accommodation; and (b) the losses sustained and/or expenses properly and reasonably incurred as a result of the Student’s breach.

5.3. Transfer requested by the Student

After the first two weeks of the Period of Residence, the Student may apply to transfer to another room. To be eligible for a transfer, the Student must:

5.3.1. Complete the inter-hall transfer request form (on the accommodation webpage) and submit it to the accommodation office;

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

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

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

5.3.5. If a transfer is granted, enter into a new agreement for the alternative accommodation.

5.4 Transfer into a vacant room

If a room in the student’s Flat is or becomes vacant, the Student shall not be entitled to insist on that room being kept vacant, or veto the University’s nominated occupier, or insist on the University accepting the Student or the Student’s nominee as occupier.

Termination of the Contract by either party does not cancel any outstanding obligation owing to the University or UPP if it relates to a period before the termination.
6. STUDENT’S OBLIGATIONS

**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 for repair, replacement and cleaning** if required because of the behaviour 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 for 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

**Shared Damages**

6.5. Where damage or loss (including the need for additional cleaning) 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.

6.6. The Student shall not be required to contribute to reinstating loss or rectifying damage if the Student can demonstrate to the reasonable satisfaction of the University or UPP that he or she could not have been responsible for the damage or loss (e.g. because he or she was not occupying the Accommodation at the time the damage occurred).

6.7. The Student shall not be required to contribute to reinstating loss or rectifying damage or loss 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.

Indicative examples of charges for loss or damage may be found in the relevant year’s Halls Handbook.

The Student may appeal against damage charges using the Accommodation Complaints Procedure (which can be accessed on the web via [www.reading.ac.uk/accommodation/currentstudents](http://www.reading.ac.uk/accommodation/currentstudents)).
Responsibilities of the Student in Accommodation

6.8. Within 48 hours of the Student taking up occupation, the Student must check the Accommodation and report any missing item, discrepancy or damage on the inventory form provided. If the Student does not report any damage, discrepancy or missing items, at the start of the 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.

6.9. The Student agrees to keep the Accommodation and its Contents clean and tidy and not to damage them. Where the Accommodation is part of a Flat, the Student agrees to keep the Common Parts of the Flat and any Common Parts of the Residence and their Contents clean and tidy (jointly with the other students entitled to use them) and not to damage them. Further details are given in the Halls Handbook.

6.10. The University or UPP may give the Student written warning if the Accommodation, or the Common Parts serving it, do not meet the standards of tidiness or cleanliness required by the Contract. The warning will require the Student to correct the situation. If there is no significant improvement by the deadline given 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).

6.11. 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

6.12. The Student agrees to keep the Accommodation free of rubbish and regularly and promptly to remove rubbish and recyclable items to the areas designated in the relevant Halls Handbook and/or signs displayed at the Residence.

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 0118 378 7777.

Permitted use and Occupancy of the Accommodation

The Student agrees:

6.14. Not to use the Accommodation other than as a study bedroom. Not to use any part of the Accommodation (including the halls address) for business purposes (including as an employee, agent or employer) unless in connection with an academic project approved by the University. Not to use other parts of the Residence for any other purpose other than for their designated use.

6.15. Not to share the Accommodation, sub-let it or transfer occupancy to any person.* (The Student may share with Permitted Occupants specified in the
University's offer of accommodation or subsequently registered with the University's accommodation office.)

**Visitors**
The Student agrees:

6.16. To register before the date of the visit any overnight Visitor with the Group reception (any Visitor who will be in the residence after 2.00am will be regarded as an overnight Visitor).

6.17. Not to allow any Visitor who is aged less than 18 years to stay overnight.

6.18. Not to have any overnight Visitors for more than three consecutive nights or for more than a total of eight nights in one calendar month.

6.19. Not to have more than one overnight Visitor at a time.

**Liability for Visitors**

6.20. The Student is responsible for the behaviour of their Visitor(s) at all times when the Visitors 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.

More information about Visitors and liability for Visitors can be found in the Halls Handbook.

**Animals**

6.21. The Student agrees not to bring into the Residence any animal (this includes mammals, fish, birds, insects and reptiles) unless it is a trained 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:

6.22. 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 neighbouring property;*

6.23. Not to smoke or have naked flames (including incense sticks) 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 proper charge for loss or damage caused by the breach;*

6.24. Not to possess, use or allow any illegal drugs or psychoactive substances 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 or substances are present
elsewhere in the University. Students are reminded that the use or possession of controlled drugs is a serious criminal offence;*

6.25. Not to keep bicycle(s) in the Accommodation or Common Parts;
6.26. Not to keep any vehicle or vehicle parts in any part of the Residence;
6.27. Not to add or change telephone or information technology ('IT') services to the Accommodation (where applicable) or Residence and not to add to or change the IT services installation or supply in the Accommodation or Residence;
6.28. Not to distribute publicity or advertising material to other residents or to display or distribute such material in the Common Parts;
6.29. 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 the occupiers of nearby property.*

The Student Agrees to:
6.30. 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;
6.31. Comply with the Code of Behaviour for Residential Accommodation (COBRA) and not to commit misconduct as defined in that code http://www.reading.ac.uk/web/FILES/stdserv/COBRA.pdf;
6.32. Comply with the reasonable requests and directions of the staff of the University and/or UPP;
6.33. Comply with such rules as are contained in the relevant Halls Handbook and any other Codes of Behaviour as issued in the University from time to time.

Failure to comply with University rules and regulations will be a breach of the Contract and may also lead to the University taking disciplinary action against the Student.

The Student agrees to:
6.34. 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 and 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.
6.35. The Student agrees not to park a motorised vehicle on public roads within one mile of the University’s Whiteknights campus. This restriction applies in all cases except for (i) mobility assistance vehicles parked in designated areas and displaying a Blue Badge/university permit; or (ii) vehicles displaying a valid University parking permit; or (iii) loading or unloading personal possessions at the start and end of term. Users of mobility assistance vehicles are requested to
contact the University in advance of the Period of Residence so that a parking permit for the vehicle can be arranged.

**Access to Rooms**

6.36. The Student agrees to allow the University or UPP, or an agent of either, to enter the Accommodation and/or Common Parts 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 Residence, or where the University has reasonable cause to be concerned about the Student’s welfare.

6.37. 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.

6.38. 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, or if there is an emergency constituting threat of injury, death or serious damage to property.

**Health, Safety and Security**

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

6.39. To report to the Halls Hotline 0118 378 7777, 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.

6.40. 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 and safety of other users of the Residence at risk.

6.41. 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 Halls Hotline as soon as reasonably practicable and in any event within 24 hours.

6.42. Not at any time 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 opened to allow anyone to enter who is not resident, or a representative of the University or UPP carrying identification.

6.43. Not to alter, add or to do anything which may cause damage to the electrical installation or any electrical equipment in the Accommodation or Common Parts. Where a Student wishes to use electrical equipment (other than the equipment supplied in the Residence) the Student must ensure that such item(s) (a) are not prohibited (please see the Halls Handbook for further information
about prohibited items) and (b) comply with the relevant British Standards. The Student must immediately on request stop using any appliance which, in the University’s or UPP’s reasonable opinion, is unsafe. Information about testing of electrical appliances is available from the Group or Hall Reception*.

6.44. The University or UPP may remove unsafe items (but will give a receipt) and retain them without liability until the Student makes arrangements for them to be made safe or until the end of the Period of Residence. The University and UPP reserve the right for either of them to dispose of any uncollected items at the end of the Period of Residence. Items which are animate or perishable or illegal to possess may be disposed of immediately without liability to the Student or the owner of the item.

6.45. 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 UPPs 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.*

6.46. Not to tamper with, cover or misuse any fire prevention, fire detection, fire alarm or firefighting equipment.*

6.47. To make reasonable efforts to avoid careless activation of the fire alarm (for example burning food whilst cooking).

6.48. To pay a reasonable and fair proportion of any charges levied by third parties in relation to any false alarm or equipment activations relating to the Residence, such as the local fire authority for attending fire alarms activated deliberately, carelessly or without due cause.

6.49. Not to cause obstruction of the Common Parts or other fire escape routes.

6.50. Every time the fire alarm sounds, to follow the fire evacuation procedures on the notice displayed at the Accommodation.

6.51. To complete Fire Safety Awareness Training as required and provided by the University or UPP within 2 weeks of taking up residence.*

**Firearms and Weapons**

The Student agrees:

6.52. 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 (or invite someone with such an item) to the Residence which could be used as an offensive weapon.*

**Vacating the Accommodation**

The Student agrees:

6.53. To vacate the Accommodation by 10:00am on the last day of the Period of Residence;

6.54. To clear the Accommodation and Common Parts of all the Student’s personal belongings and rubbish;
6.55. 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);

6.56. To return to UPP as requested in the Halls Handbook, the keys/passes/fobs for the Accommodation and the Residence and any other items as requested by the Halls Handbook and complete check-out documentation as required;

6.57. To pay the proper and reasonable charges for removing rubbish that has not been removed from the Common Parts, if the University or UPP cannot reasonably identify the student responsible.

6.58. 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 they were in at the start of the Period of Residence.

6.59. 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 and shall not be obliged to return it to the Student unless it is obviously of value. The University or UPP will take reasonable steps to inform the Student where any item which has an obvious value of over £100 is concerned, but if, 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 or the owner of the item.

**Unauthorized Overstay**

6.60. For each day or part of a day that a student continues to occupy the Accommodation after the end of the Period of Residence, the Student agrees to pay the following charges:

6.60.1. The equivalent of 2 days Rent per day; or, if higher

6.60.2. The equivalent of 1 day’s Rent plus the cost (including loss of profit) of providing alternative accommodation for a person who had contracted to stay in the Accommodation during the period of overstay.

* 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.

7. **UNIVERSITY’S AND/OR UPP’S OBLIGATIONS**

**The University and/or UPP agree:**

7.1. To provide the Services (see clause 1 “Definitions”) subject to the conditions in clause 9 which limits the University’s or UPP’s or their agent’s liability.

7.2. To provide internet access in the Accommodation, subject to the conditions in clause 9 which limits the University’s or UPP’s or their agent’s liability.

7.3. To use the Deposit only as permitted in these terms and conditions.
7.4. Not to interrupt the Student’s occupation of the Accommodation more than is reasonably necessary.
7.5. Not to disclose personal information obtained from the Student except as permitted by these terms and conditions 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.
7.6. To ensure that all staff entering the Accommodation and Residence are clearly identified, and carry, and allow the Student to inspect, appropriate identification.
7.7. To maintain the Accommodation and Common Parts 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).
7.8. To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the Residence.
7.9. 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/currentstudents).
7.10. 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 (www.reading.ac.uk/accommodation).
7.11. 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:
    7.11.1. 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;
    7.11.2. Fire, health and safety matters such as how to avoid common fire risks; electrical safety; the proper use of fire extinguishers where provided;
    7.11.3. How to get access to the Accommodation in the event of the Student losing his/her keys;
    7.11.4. Cleaning schedules and students’ responsibilities for cleaning;
    7.11.5. The respective roles and responsibilities of the University and UPP; the management structure for the Residence and contact details of the main Residence officers, with out-of-hours emergency contact details;
    7.11.6. Health and welfare guidance on communal living;
    7.11.7. Where to get advice on financial difficulties;
    7.11.8. Where to get counselling;
    7.11.9. How to register with a local health service;
    7.11.10. 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

SRA1617 V1
8.1. The Student hereby authorises the University and UPP to process his/her personal data, including sensitive personal data, for all lawful purposes in connection with the Contract. The purposes may include (please note that this is not an exhaustive list):

8.1.1. Recovering monies owed to the University or UPP including disclosing details to third parties;
8.1.2. Preventing crime;
8.1.3. Matters under the Block Halls Policy with block insurance provider where applicable (further details will be in the Student’s e-induction);
8.1.4. Measuring student service satisfaction;
8.1.5. Allocating rooms;
8.1.6. Achieving an appropriate student mix in the Residence;
8.1.7. 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 person’s property;
8.1.8. Administering all matters arising from the Student’s membership of the University.

Sensitive personal data may include information concerning disability, health, ethnicity and alleged or actual offences.

8.2. The Student hereby consents to the transfer of his/her personal data (including sensitive personal data) from the University to UPP and from UPP to the University and for this data to be processed for the purposes given above.

Data connection and use of other privileges
8.3. 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.readingconnect.net/rc-aup.aspx

8.4. 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
8.5. Any notice given by the Student under the Contract must (unless the Student has a disability which prevents him/her giving written notice) be in writing (which includes email). The University’s address for service of all notice (and which may also be used for the service of legal proceedings) is given in the clause 1 (“Definitions”) of these terms and conditions.

8.6. The University may serve any formal notice on the Student by:
8.6.1. email to the Student’s University email account;
8.6.2. in writing delivered to the Accommodation (unless the University is aware that the Student has ceased to occupy the Accommodation); or
8.6.3. by first-class post to the last address notified to the University by the Student.

9. LIMITATION AND EXCLUSION OF LIABILITY

9.1. The University's and UPP's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's or UPP's negligence or the University's or UPP's breach of its statutory obligations. In its agreement with the University, UPP accepts liability to the University for the actions of its employees and contractors whilst on UPP business but not otherwise.

9.2. 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 to the Student prior to occupation.

9.3. The University or UPP is not liable for any failure in the provision of the Services where the failure is attributable to a reason outside the University’s or UPP’s reasonable control.

9.4. 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 effect 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.

10. STATUTORY INFORMATION

10.1 The name of the supplier of the Accommodation is University of Reading, and its address for matters in connection with the Contract is Whiteknights, PO Box 217, Reading, RG6 6AH. The Accommodation is operated by UPP and its Head Office address is 40 Gracechurch Street, London, EC3V 0BT. Day-to-day operational matters and enquiries may be referred to UPP via the relevant Group Residences Manager.

10.2 The landlord’s address for service of notices, including the service of legal proceedings is The University of Reading, Whiteknights, PO Box 217, Reading, RG6 6AH

10.3 A person (other than UPP) who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

10.4 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.

10.5 The Universities UK (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

END OF TERMS AND CONDITION OF RESIDENCY