



TERMS AND CONDITIONS OF RESIDENCE
("The Ts &Cs")

You understand that it is your responsibility to read and make sure you understand and agree to the terms and conditions contained in this contract before you enter into it. You understand and agree this agreement and you agree and acknowledge 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 and Conditions in relation to the catering package also apply to this Agreement.

This Contract does not affect the disciplinary powers of the University. A breach of the Student's obligations in this Contract may also be treated as a breach of the University's Regulations for Conduct and be subject to the University's disciplinary procedures (see http://student.reading.ac.uk/essentials/_the-important-stuff/an-a-to-z-of-policies-and-procedures.aspx).

INTRODUCTION	
Terms of this Agreement	<p>The terms are contained within:</p> <ol style="list-style-type: none"> 1. these Ts & Cs; 2. the Offer; and 3. the Policies and Procedures. <p>Together, these documents set out our respective rights and responsibilities. Please note that further information regarding the procedures set out in the Ts & Cs can be found in the A-Z Halls Handbook at: https://student.reading.ac.uk/essentials/campus-and-local-area/accommodation-new/a-z-halls-handbook.aspx</p>
Accepting this Agreement	<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 at https://www.reading.ac.uk/internal/campus-card/Terms-and-conditions-for-campus-card-account-and-catered-halls.aspx</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"> 1) You indicating on the Student Accommodation Online System that you accept the Offer;

	<p>2) The Accommodation Office registering your Security Deposit (we will give you notice that this has happened); or</p> <p>3) You are given the keys to the Accommodation.</p>
Period of Residence	The term of weeks as referred to in the Offer. You must vacate the Accommodation and remove all of your personal possessions from it by 9:00am on the last day of the Period of Residence.
Our responsibilities	Our responsibilities are set out in Clause 1 (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.
Your responsibilities	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 legal action against you which may result in you having to leave your Accommodation.
Variations to this Agreement	With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.
Enquiries	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 or solicitor.
Nature of Agreement	<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"> 1. enter your Accommodation at any time and for any reason (which is similar to staying in a hotel) (please see Clause 3.2); 2. require you to move to an alternative room (again this is similar to staying in a hotel) (please see Clause 3.4); and 3. where the Agreement Summary states that the room type is "shared", require you to share the Accommodation with another person (please see Clauses 2.4 and 4.1). <p>Where we exercise these rights we will do so in accordance with these Ts & Cs.</p>
Glossary	These Ts & Cs 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 Ts & Cs.
1.	OUR RESPONSIBILITIES
1.1	<p>Services & facilities</p> <p>During the Period of Residence the University (either by itself or by the Managing Agent) will use reasonable endeavours:</p> <ol style="list-style-type: none"> 1.1.1 to provide the Services; 1.1.2 to provide Internet Access in the Hall; and 1.1.3 to provide an adequate supply of hot water for normal domestic use; and 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. <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	Insurance	<p>121 During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.</p> <p>122 During the Period of Residence the University and/or the Managing Agent provides a limited level of insurance. You are responsible for insuring your own belongings as is required over and above this. You understand personal belongings are left at the Hall at my own risk.</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. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.</p>
2. YOUR RESPONSIBILITIES		
2.1	Licence Fee	<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	Licence Fee Payment	<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.</p>
2.3	Moving in and Inventory	<p>2.3.1 You will move in on the first day of your Period of Residency at the time designated in the information sent to you regarding your induction unless you agree otherwise with the Accommodation Office in writing.</p> <p>2.3.2 You accept the Accommodation, the Common Parts and the Contents as being present and in good repair and condition, unless you inform the Managing Agent using the Contact Details or the inventory form or via the Home at Halls App provided within 48 hours of moving-in.</p> <p>2.3.3 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>2.3.4 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 cancel this Agreement without charge.</p> <p>2.3.5 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 in full. 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	Using the Accommodation	<p>2.4.1 You are the only person authorised to occupy the Accommodation unless it is specifically confirmed by the Accommodation Office in writing at the time of the Offer that the Accommodation may be shared with permitted family members.</p>

		<p>2.4.2 You must not use the Accommodation or the Common Parts for any other purpose than as private residential purposes unless in connection with an academic project approved by the University.</p> <p>2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by Clauses 2.5 (Visitors) or 3.4 (Moving rooms)) allow anyone else to live in or use the Accommodation.</p> <p>2.4.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2 below.</p>
2.5	Visitors	<p>251 I understand that I am responsible for the behaviour of any Visitor at any time when they are within the Hall or any other University premises and I will be fully responsible for any damage caused to the Hall or its Contents as if such damaged was caused by me.</p> <p>252 You agree that we may remove or exclude your Visitors and any person authorised to occupy under Clause 2.4 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>253 When you have an overnight visitor, you must register them with Reception or using the Home at Halls App. 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 seven night period. You also understand you may have only one overnight visitor at a time and you are responsible for the behaviour of any visitor.</p>
2.6	Non-transferability	You are unable to assign your Licence nor sublet the Accommodation nor allow others to share nor occupy it. Where your Accommodation is specifically shared with third parties, this shall be permitted under the terms of this Agreement.
2.7	Risk assessments	You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Hall.
2.8	Respect for others	<p>You agree:</p> <p>281 to show respect, at all times, for all persons living and/or working in the Hall or in the locality of the Hall and not to cause or do anything that is likely to cause a nuisance or annoyance to them;</p> <p>282 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 23.00 hours and 08.00 hours;</p> <p>283 not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p> <p>284 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>285 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>286 not to carry out any unlawful or illegal act;</p> <p>287 not to obstruct the Common Parts; and/or</p> <p>288 unless you have been provided with a parking permit by the University, not to bring a</p>

		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. Failure to comply with this obligation may lead to disciplinary action being taken, including eviction from Hall.
2.9	Repairs, maintenance and alterations	<p>You agree:</p> <p>291 to keep the Accommodation and the Contents hygienically clean and tidy through the Period of Residence. Where applicable you will, with other tenants of the Flat, keep the Common Parts hygienically clean and tidy throughout the Period of Residence;</p> <p>292 to place any rubbish and recyclable materials in designated areas in the Hall;</p> <p>293 not to:</p> <ul style="list-style-type: none"> (a) mark or change the decorative finish of the Accommodation or the Common parts; (b) make any alteration to the fabric or surfaces of the Accommodation or the Common Parts or any installation or equipment therein; (c) apply sticky tape or blu-tak or similar adhesive on the walls; (d) stick pins, nails or screws into the walls; (e) flush sanitary items or wet wipes down the toilet; (f) pour oil or grease down the drains nor do anything else likely to block or harm the drains; (g) remove any of the Contents; <p>294 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 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>295 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	Safety and security	<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. This includes (but is not limited to) complying with the following:</p> <p>2.10.1 Electrical appliances</p> <p>You agree:</p> <ul style="list-style-type: none"> (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 or use a fridge within the Accommodation unless you have specifically sort consent for this; (b) not to tamper with or alter any electrical appliances/ items supplied by us; (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

		<p>oxygen for which consent has been received).</p> <p>2.10.2 Fire Safety</p> <p>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:</p> <ul style="list-style-type: none"> (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; and (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 (eg inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deepfat 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. <p>2.10.3 Security</p> <p>289 You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):</p> <ul style="list-style-type: none"> (a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you; (b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else; (c) if you lose your key and/or entry card and/or fob allocated to the Accommodation and/or Common parts, you will notify reception as soon as reasonably practicable (and in any event within 24 hours) and you will be charged for replacements; (d) notifying the Halls Hotline if I am aware of any circumstances likely to affect the security of any part of the Hall; (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; and (f) not letting anyone you do not know into the Hall; and (g) accompanying your Visitors at all times.
2.11	Pets	<p>You must not keep bring into or keep 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 permission (which will not be unreasonably withheld or delayed) in advance.</p>

2.12	At the end of the Agreement	<p>At the end of the Period of Residence (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to give the University and/or the Managing Agent vacant possession;</p> <p>2.12.2 to vacate the Accommodation by 9am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;</p> <p>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;</p> <p>2.12.4 to leave the Accommodation and Common Parts in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment and bathroom fixtures and fittings and sweeping, washing and vacuuming all floors (as appropriate). If you leave any personal belongings in the Hall, we will notify you of this and give you a period of time 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 us the costs for doing so.</p>
3. OUR RIGHTS		
3.1	Alterations and building works	<p>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 have used reasonable endeavours to minimise any disturbance.</p>
3.2	Access & inspection	<p>321 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 of more of the following reasons (a) in an emergency, (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 and/or (c) for any other reasonable purpose.</p> <p>322 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	Removal of items from the Accommodation	<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 either be destroyed or passed to Thames Valley Police.</p>
3.4	Our right to require you to relocate and your ability to request a transfer	<p>3.4.1 We reserve the right to move you to alternative accommodation in any circumstances including (but without limitation) the following:</p> <p>(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);</p> <p>(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</p>

		<p>of others or to prevent damage to the Accommodation;</p> <p>(c) where you have breached this Agreement.</p> <p>3.4.2 If we request you to relocate:</p> <p>(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;</p> <p>(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. We will endeavour to give you reasonable notice taking into account all the circumstances.</p> <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 the University has agreed to provide under the Agreement. If the alternative accommodation is not comparable or better and you choose not to accept it you shall be entitled to terminate the Agreement if the Accommodation is still not ready for occupation after the first four weeks of the Period of Residence. If the University or the Managing Agent does not offer you alternative accommodation within 48 hours, you shall be entitled to terminate the Agreement with immediate effect.</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 the University has a waiting list. You may apply to transfer to another room by completing the room move request form but you agree and acknowledge submitting a room move request form is no guarantee of a transfer occurring. Room transfers are purely at the discretion of the University.</p> <p>3.4.6 If you wish to move, you must:</p> <p>(a) complete the room move request form on the Essentials Page, to be reviewed by the accommodation office;</p> <p>(b) pay the Licence Fee due (if any) or settle any outstanding debts for the Accommodation up to the date of transfer;</p> <p>(c) (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;</p> <p>(d) have complied with your obligations in these terms and conditions in all material respects; and</p> <p>(e) if a move is granted, enter into a new agreement for the alternative accommodation and therefore the provisions in respect of the end of tenancy as set out in this Agreement shall apply.</p> <p>3.4.7 You agree and acknowledge that the University will only agree to you transferring to a room at a lower rent or for a shorter period of residence if the University is able to let the Accommodation to a suitable replacement student such that there is no loss to the University.</p> <p>3.4.8 If you are permitted to move, all the terms and conditions of this Agreement will be transferred to the new Accommodation.</p>
4.	YOUR RIGHTS	

4.1	Occupation	<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;</p> <p>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Hall which do not form part of the Accommodation; and</p> <p>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.</p>												
5. IF YOU BREACH THIS AGREEMENT														
5.1	Payment for loss or damage and fines for misdemeanours	<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 any person authorised to occupy under clause 2.4 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, 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 will use reasonable endeavours 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> <ul style="list-style-type: none"> • The University's Policies and Procedures for Conduct which you can find a copy of at http://student.reading.ac.uk/essentials/_the-important-stuff/an-a-to-z-of-policies-and-procedures.aspx ; • The reasonable requests and directions of the staff of the University and/or the Managing Agent; and • Such rules as are contained in the relevant A-Z Guide and/or any other Codes of Behaviour issued by the University from time to time. <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 Code for Behaviour for Residential Accommodation.</p>												
6. TERMINATION OF THIS AGREEMENT														
6.1	Your right to terminate before you take occupation	<p>In this clause 6, "replacement" refers to an alternative current University of Reading student, who has no existing accommodation contract who is acceptable to the Accommodation Office in all the circumstances.</p> <p>If you wish to cancel before you arrive, you must submit the cancellation form available online via the Essentials Page and the following will apply:</p> <table border="1" data-bbox="475 1648 1519 2056"> <thead> <tr> <th data-bbox="475 1648 759 1704">REASON FOR TERMINATION</th> <th data-bbox="759 1648 911 1704">SECURITY DEPOSIT</th> <th data-bbox="911 1648 1129 1704">RENT</th> <th data-bbox="1129 1648 1519 1704">CONTRACT</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 1704 759 2002">You defer for one academic year</td> <td data-bbox="759 1704 911 2002">Returned in full</td> <td data-bbox="911 1704 1129 2002">No liability from the date stated in the notice</td> <td data-bbox="1129 1704 1519 2002">Your contract will be terminated upon completion of the cancellation request form. You will be eligible to apply under the guarantee next year.</td> </tr> <tr> <td data-bbox="475 2002 759 2056">You are ineligible to enrol or to re-enrol</td> <td data-bbox="759 2002 911 2056">Returned</td> <td data-bbox="911 2002 1129 2056">No liability from the date stated</td> <td data-bbox="1129 2002 1519 2056">Your contract will automatically</td> </tr> </tbody> </table>	REASON FOR TERMINATION	SECURITY DEPOSIT	RENT	CONTRACT	You defer for one academic year	Returned in full	No liability from the date stated in the notice	Your contract will be terminated upon completion of the cancellation request form. You will be eligible to apply under the guarantee next year.	You are ineligible to enrol or to re-enrol	Returned	No liability from the date stated	Your contract will automatically
REASON FOR TERMINATION	SECURITY DEPOSIT	RENT	CONTRACT											
You defer for one academic year	Returned in full	No liability from the date stated in the notice	Your contract will be terminated upon completion of the cancellation request form. You will be eligible to apply under the guarantee next year.											
You are ineligible to enrol or to re-enrol	Returned	No liability from the date stated	Your contract will automatically											

			in full	in the notice	terminate.
		You decide not to come to the University after committing to do so	Returned in full	No liability from the date stated in the notice	Your contract will automatically terminate.
		You are still coming to the University but have found somewhere else to live	Returned in full	Fully liable until a replacement can be found	Your contract will continue for the shorter of 4 weeks' post termination or otherwise until a replacement (can be found
6.2	Your right to terminate after you take occupation	<p>If you wish to cancel after you arrive, you must submit the cancellation form available online via the Essentials Page and the provisions set out below will apply.</p> <p>It is your responsibility to ensure all required documentation as sent out on the Essentials Page is provided and your request for cancellation will only be considered from the date you provide us with the documentation.</p> <p>If you require further clarification with regards to the required documents for your cancellation form contact acmo@reading.ac.uk</p>			
		REASON FOR TERMINATION	SECURITY DEPOSIT	RENT	CONTRACT
		Personal preference to live elsewhere	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Fully liable until a replacement has been found to take the contract in its entirety.	Your contract will continue until a replacement has been found to take the contract in its entirety. You understand and agree that the University may be able to re-let the Accommodation, but does not guarantee to be able to find a replacement occupier and this will be dependent on demand for rooms from time to time.
		Suspends - due to return	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Liable for 4 weeks' rent or until a replacement can be found, whichever is the lesser amount	Your contract will continue for the shorter of 4 weeks' post termination or otherwise until a replacement can be found.
		Withdraws from University or is suspended	Returned minus any damages £50 admin/cleaning charge to prepare the room for next resident	Liable for 4 weeks' rent or until a replacement can be found, whichever is the lesser amount	Your contract will continue for the shorter of 4 weeks' post termination or otherwise until a replacement can be found.
		You are still coming	Returned minus any	Fully liable until	Your contract will

		to the University but have found somewhere else to live	damages. £50 admin/cleaning fee charge to prepare the room for next resident'	a replacement can be found	continue for the shorter of 4 weeks' post termination or otherwise until a replacement can be found
6.3	The University and the Managing Agent's rights to terminate	<p>We may terminate this Agreement in any of the following circumstances:</p> <p>6.3.1 any payment you owe the University and/or the Managing Agent is overdue by 28 days or more;</p> <p>6.3.2 you are in serious and/or persistent and/or material breach of any of my obligations as set out in 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 where you are found to be in possession of illegal drugs;</p> <p>6.3.3 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>6.3.4 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, and persistent offences of a non-material nature which affect the enjoyment of others.</p>			
6.4	Effect if we terminate the Agreement	<p>6.3.1 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, any person authorised to occupy under Clause 2.4 or your Visitors.</p> <p>6.3.3 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>			
7.	OTHER MATTERS				
7.1	Notices	<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 9.1.3) or by e-mail (to your University e-mail account);</p> <p>b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Accommodation Office or if sent by e-mail to <u>accommodationonline@reading.ac.uk</u>.</p> <p>7.1.2 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation by contacting the Accommodation Office.</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 (ie not us).</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; or</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	Data Protection	7.2.1 The University will collect, hold and process data relating to you (personal data) in order to meet its obligations under this Contract and for the purposes stated in the			

		<p>University's Student Privacy Notice, which can be found at: http://student.reading.ac.uk/essentials/_the-important-stuff/values-and-behaviours/data-protection.aspx.</p> <p>7.2.2 The University's Data Protection Policy (http://www.reading.ac.uk/web/files/imps/Data-Protection-Policy-CURRENT.pdf) and Data Protection Guidelines set out guidance for University staff, students and others who process personal data on behalf of the University to ensure they understand their rights and responsibilities when processing any personal data.</p> <p>7.2.3 The University will share your personal data with UPP, the University's partner for the operation and management of student accommodation, for the purposes of providing you with the services set out in this Contract. UPP will process your personal data in accordance with the terms of its privacy policy, which can be found here.</p>
7.3	Liability for loss or damage	<p>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>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, 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 Contract.</p>
7.4	Governing law and enforceability	<p>7.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.</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	Legislation	<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>
7.6	VAT	<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	Council tax	<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	Guarantees of accommodation	<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	
Inventory	Means the list of furniture and equipment at the Accommodation which will be provided to you in your Accommodation on arrival.
University/We	The University of Reading, being an independent corporation with charitable status established by Royal Charter with number RC000665 whose registered office is at Whiteknights, PO Box 217, Reading RG6 6AH and includes all buildings from time to time belonging to the University or managed by or on behalf of the University
Contact Details	Any notice about this Agreement should be sent to accommodationonline@reading.ac.uk
You	The person named in the Offer (where the Tenant is more than one person, obligations are undertaken both individually and together and you as the person named in this Agreement shall be responsible for all acts and omissions of the same as if their acts and omissions were carried out by you)
Accommodation	The room(s) to which the Offer relates
Flat	The flat (if any) in which the Accommodation is situated and "a flat" means the Flat or any other flat at the Hall
Hall	The University's hall of residence at which you reside under the terms of this contract
Licence Fee	The amount payable as rent as stated to in the Offer
Period of Residence	The term of weeks as referred to in the Offer
Security Deposit	The sum of £250
Policies and Procedures	Means the University's policies and procedures which can be reviewed at: http://student.reading.ac.uk/essentials/the-important-stuff/an-a-to-z-of-policies-and-procedures.aspx
Managing Agent	UPP Reading Ltd, 40 Gracechurch Street, London EC3V 0BT,
Offer	Means your offer of accommodation as issued by the University
Visitors	Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.

In these terms and conditions "you" means the person signing this Agreement and "we" means The University of Reading. The expressions "your" "our" and "us" should be read accordingly.

COVID-19 Licence Fee Suspension	
	<p>If any of the following measures continue for a period of longer than 4 consecutive weeks:</p> <ol style="list-style-type: none">1) all face-to-face teaching at the University is suspended and all teaching is moved online; or2) all facilities for the campus on which your course is taught are closed; or3) you are prevented from accessing or using the Accommodation because of a mandatory measure for the prevention or delay of the spread of the coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); <p>and you notify us (using the relevant University procedure, such as an online form, if applicable) that you wish to suspend your use of the Accommodation and you vacate your Accommodation then:</p> <ol style="list-style-type: none">a) your responsibility to pay the Licence Fee; andb) our responsibilities to provide the Accommodation, services and facilities under this Agreement; <p>are to be suspended from and including the date on which the measure takes effect until the earlier of:</p> <ol style="list-style-type: none">i) the date on which the measure ceases to have effect;ii) the date on which you restart your use of the Accommodation.