# ACCOMMODATION TERMS AND CONDITIONS 2023/24

Please read these Terms and Conditions carefully before applying for or accepting our offer of accommodation. These Terms and Conditions, with the room offer details, form the basis of your student accommodation contract with Royal Holloway, University of London (hereafter referred to as the College).

These Terms and Conditions apply to all Halls accommodation, couples accommodation, and non-Halls family accommodation, except where stated, and are designed to make residential life pleasant and safe for everyone. 'Room' and 'Halls' should also be considered to apply to couples flats and family accommodation, unless otherwise stated.

Acceptance of the offer of accommodation creates a Licence to occupy of residential premises let by the College, which is subject to the Terms and Conditions set out below, and is not intended to create any tenancy and no relationship of landlord and tenant is created between the College and the student. At the end of the licence period granted by the Licence the student does not have any right to remain in the accommodation.

All issues relating to a student's conduct in using College accommodation shall be subject to the <u>College's current Student Conduct Regulations</u>.

#### 1 ACCOMMODATION FEES

- 1.1 Students who are offered a room in Halls will be required to make a £300 prepayment online, during the contract acceptance process. This payment will be put towards the first instalment of accommodation fees and should be manually subtracted from the relevant invoice. At the discretion of the College, the £300 prepayment may be waived for students who accept an offer of accommodation for the 2023/24 academic year.
- 1.2 The prepayment will not be refunded under any circumstances except where:
  - a) a student does not meet the conditions outlined in their offer to study at Royal Holloway; or
  - b) a conditional offer holder who is not accepted onto their chosen programme and rejects our offer of a suitable alternative programme; or
  - c) in cases where students must decline a place at the College due to a research council's rejection of their grant application (supporting evidence to be provided); or
  - d) a student's visa application has been rejected or refused (supporting evidence to be provided).
  - 1.3 Accommodation fees are payable in termly instalments on the dates shown in your offer of accommodation unless otherwise stated. Where payment is delayed without a reason given to and accepted by the <a href="Student Fees team">Student Fees team</a>, a late payment charge of £50 will be levied on all fee invoices which are overdue for 14 days following the due date as per the <a href="Student Fee Regulations">Student Fee Regulations</a> (section 'Student fees').
  - 1.4 Default on accommodation fees payment of more than 30 days after the invoice due date (without prior agreement with the Student Fees team) may result in students losing their room in Halls and may also be subject debt-recovery action.
  - 1.5 The fees for the accommodation include all utility bills, with the exception of certain designated family properties. Students residing in family properties are responsible for the utility bills for that property under those circumstances, in addition to accommodation fees. Where a garage is provided with a family property, no additional rent element will be charged for access to the garage.

# 2 CANCELLATIONS, GIVING NOTICE (LEAVING HALLS) AND INTERRUPTION OF USE OF COLLEGE ACCOMMODATION

- 2.1.1 Students who accept offers of College accommodation are required to accept a contract for occupancy for their full academic year, or for the remainder if the offer is made during the course of the academic year. You have the right to cancel your contract with the College within seven days of acceptance of the offer of a place in Halls, providing that you do not move in to the accommodation (see clause 2.1.2 of these terms and conditions). After seven days, you will be liable to pay the accommodation fees for the duration of your contract, unless your financial liability is transferred to another eligible student, or where you are suspended, interrupted or terminated as a misconduct sanction and the College elects to waive this requirement. The eligibility criteria for contract transfers is detailed in the Moving, Swapping Rooms and Contract Transfers 2023/24 guidance document.
- 2.1.2 Notice of cancellation within seven days of acceptance must be submitted in writing via <a href="mailto:emailto:
- 2.1.3 Any student seeking to cancel their Halls accommodation contract on medical grounds, wellbeing or financial difficulty, should contact the relevant team within Student Wellbeing or the Hall Life team in the first instance to find out more about the support available. If reasonable adjustments cannot be achieved, you can request the cancellation of your accommodation contract.
- 2.2 Students seeking to cancel their Halls accommodation contract for reasons not mentioned in clause 2.1 will not be permitted to do so unless they can pay the full accommodation charges for the academic year or use reasonable endeavours to transfer their financial liability to a replacement student. The eligibility criteria for contract transfers is detailed in the <a href="Moving">Moving</a>, <a href="Swapping Rooms and Contract Transfers 2023/24 guidance document.
- 2.3 Students who fail to complete enrolment or who withdraw from or interrupt their studies are no longer eligible to reside in College accommodation, and are required to leave their room in Halls, as are students who are suspended, interrupted or terminated as a misconduct sanction. For those students withdrawing or interrupting studies a completed copy of the approved withdrawal/interruption form should be submitted to Student Administration. Once you have submitted this form you will have 28 days in which to vacate your room and check out at your Halls Reception. In all cases, settlement of any accommodation costs up to the date on which the student vacates their room and checks out at their Halls Reception, or the date the student changes their registration with the College, whichever date is later, must be made in full. If you leave within 28 days but do not check out at your Halls Reception you will remain financially liable for the room until the end of the termly allocation period within which the 28-day period is reached.
- 2.4 New students who interrupted their studies before 9 December 2022 are eligible to apply for accommodation as a new undergraduate for the 2023/24 academic year provided they are studying full-time at the College and satisfy the eligibility criteria.
- 2.5 Students changing their mode of attendance from full-time to part-time status are not eligible to reside in College accommodation. In these cases settlement of any outstanding financial liability up to the revised contract end date must be made in full.

- 2.6 Students who fail to progress to a full-time year of study after accepting an offer of accommodation will not be entitled to keep their room allocation.
- 2.7 Students leaving Halls must ensure that they check out by 10am at their Halls Reception on vacating their room. Departures recorded after 10am may incur the accommodation charge for that day.

# **3 COLLEGE DEBTORS RELATING TO ACCOMMODATION**

3.1 Students who are existing debtors to the College in respect of the costs of their Halls accommodation are not eligible to take up a place in Halls. Students who have outstanding debts to the College as of 1 August prior to the new academic year may have their room offer/allocation for the new academic year revoked. The Student Services Centre will contact these students informing them that they will not be allowed to take up a place in Halls.

# **4 ROOM MOVES AND SWAPS**

- 4.1 Please refer to the <u>Moving, Swapping Rooms and Contract Transfers 2023/24 guidance document</u> for details of the procedure on room moves and swaps.
- 4.2 All room moves and swaps require written authorisation from the Student Services Centre before the move or swap takes place. Students who move rooms without written authorisation from the Student Services Centre will be required to move back to their allocated room. You can submit a request to move or swap rooms from 16 October 2023 onwards.
- 4.3 In exceptional circumstances, the College may allocate and require students to move, temporarily or permanently, to an alternative study bedroom in the interests of student health, safety and well-being, to maintain the good order of the Hall or for operational reasons. No additional rental obligation over and above the student's existing rental obligation will be incurred in these circumstances.

# **5 TERMINATION BY THE COLLEGE**

The College is entitled to terminate your accommodation contract in any of the circumstances set out in this section.

- 5.1 Unless you have notified the Student Services Centre in writing of your late arrival into Halls accommodation, the College will be entitled (but not obliged) to terminate your contract for the accommodation you have accepted if you have not taken up residence within 14 days of the start of the period of stay. You will be liable to pay the accommodation fees up to and including the date we end the contract. If we choose not to end the contract, you will be liable to pay the accommodation fees for the full contracted period of your stay.
- 5.2 If you fail to pay your accommodation fees in accordance with the terms of your contract within 30 days of the invoice due date, the College shall be entitled to give you 28 days' notice to terminate your accommodation contract. In the event subsequent payment in full is not received, your accommodation contract will come to an end on the expiry of the notice to terminate your accommodation contract and you will be required to vacate your accommodation on or before the expiry of that period.
- 5.3 If your presence could reasonably be considered to be prejudicial to the health, safety, wellbeing of others and good order in that Hall.

5.4 If you are required to give up your accommodation as a result of a sanction following a misconduct hearing pursuant to the <u>College's Student Conduct Regulations</u>:

5.4.1 in the case of minor misconduct the College may notify you of its intention to give not less than 28 days' notice of its intention to terminate your accommodation contract. You shall be entitled to make representations within 14 days of receipt of such notice as to why such action would be disproportionate. Having considered any such representations, if the College reasonably considers that the contract should nevertheless be terminated, the College shall be entitled to give you 28 days' written notice to terminate your accommodation contract at which point you will be required to vacate your accommodation on or before the expiry of that 28-day period; and

5.4.2 in the case of major misconduct or where you are required to leave your accommodation immediately under clause 19.4, the College shall be entitled to terminate your accommodation contract with immediate effect. Written notice shall be given to you in these circumstances.

5.5 If you fail to complete enrolment within 14 days, withdraw from or interrupt your studies, or change your mode of attendance from full-time to part-time status, or fail to meet with the requirements of clause 2.6, the College may terminate your accommodation contract by giving you not less than 28 days' written notice.

5.6 The College shall give any notice to you under this clause in writing by email or leaving it at your accommodation.

5.7 If the College terminates your accommodation contract, you will remain financially liable for the costs of your accommodation in accordance with your current invoices for accommodation until the date you vacate your room and check out at your Halls Reception. If you leave within 28 days but do not check out at your Halls Reception you will remain financially liable for the room until the end of the termly allocation period within which the 28-day period is reached.

#### **6 LEAVING THE PROPERTY**

6.1 At the end of the licence period, or where the College terminates your licence in accordance with clause 5 you must vacate your accommodation by 10am on the day of termination ensuring that your accommodation is clean, free of damage and remove from it all personal belongings, returning all keys to the accommodation and the Halls (where relevant), and checking out at your Halls Reception.

6.2 You are expected to leave the property in the same condition in which it was found. A reasonable charge will be made to recover the College's costs incurred for cleaning or repairing any damage caused during your occupation and departure.

6.3 If you do not vacate the accommodation in accordance with this paragraph, the College may apply to court for an order for possession.

6.4 If you do not remove any items or possession following vacating the accommodation you will be deemed to authorise the College to remove and dispose of any such items and possessions.

# **7 TERM-TIME ONLY HALLS**

7.1 Students in term-time only Halls (30-week licences) will be required to vacate and remove all belongings from their rooms and communal areas at the end of every term and sign out at the appropriate Halls Reception by 10am in the morning following the last day of term. At the start of the new term, students will normally

return to the same room and can move back in checking-in at the appropriate Halls Reception from 10am the day before the next term begins. If you are required to move into a different room, you'll be notified in writing via email.

7.2 You are expected to leave the property in the same condition in which it was found. A reasonable charge will be made to recover the College's costs incurred for cleaning or repairing any damage caused during your occupation and departure.

#### **8 SHARED ROOMS**

- 8.1 Students living in shared rooms will be offered individual contracts.
- 8.2 The College does not undertake to offer any transfer or any release from contract to either party should they become dissatisfied with their sharing arrangement, so students accepting contracts in shared rooms should do so in the awareness that they have a responsibility to ensure the sharing arrangement proceeds successfully. The <u>Hall Life team</u> are able to support students in this regard.

# 9 DIVERSITY AND CARERS

g.1 As often as it is possible, the College tries to ensure that the Hall population reflects the diversity of community present at the College. Therefore, you may be sharing your Hall with students with disabilities and/or with students from different countries, faiths, beliefs and sexual orientations. Some students with disabilities will require round-the-clock care and may have one or more carers living in separate room(s) to them, usually but not invariably in the same flat. These carers are subject to the same Hall rules as other residents and are given residence in Halls solely to enable them to fulfil their professional duties.

- 9.2 Students who have specific requirements for assistance with their living in Halls may have:
  - a) Visiting carers
  - b) Carers who reside in a separate room in the Hall (usually, but not invariably, in the same flat as the student)
  - c) Both of the above
- 9.3 Carers should understand the responsibilities of being in Halls and abide by all the appropriate Hall rules. Where possible we ask that those students being supported by carers take responsibility for the behaviour of their carers, including making them fully aware of the rules and regulations of the Halls. When it is not possible for the students to take responsibility, other arrangements should be made with the <u>Disability and Neurodiversity team</u> as part of the package of adjustments. The College reserves the right to exclude a carer who is in breach of Hall rules from the Hall.

#### 10 USE OF ACCOMMODATION

10.1 Subject to clause 9.2, Halls are licensed on the basis that the licensee is a full-time registered student at the College and that the room will be occupied by the named licensee only. This excludes couples accommodation where a student is permitted to reside with a partner, and family accommodation where a student is permitted to reside with a partner and children. The number of occupants in College accommodation shall not exceed the number stipulated by the appropriate risk assessments for that accommodation. Part-time students are not eligible to occupy a place in Halls. In exceptional circumstances, such as but not limited to, cases of medical need supported by the Disability and Neurodiversity team, an exception to allow a part-time student to stay in Halls may be made.

10.2 Subletting or allowing someone other than the named licensee to utilise (or, in the case of couples and family accommodation, other than their partner and/or children, as per 10.1 above) a room is strictly forbidden. The College may interpret a frequent guest or someone else who has possession of your room key/College card as potential evidence of subletting and reserve the right to request identity verification.

10.3 The College reserves the right to request anyone in Halls to verify their identity upon request. Any person declining to produce identification may be required to leave the Halls.

10.4 Rooms may only be permanently occupied by the student(s) assigned to them by the Student Services Centre. Rooms must not be shared with an unauthorised student or guest overnight, save for as permitted in clause 11.

10.5 Pets, including emotional support animals, are not allowed in Halls. Assistance dogs including guide dogs, hearing dogs and support dogs may be permitted to reside in Halls. If a student requires such an arrangement, they should contact the <u>Disability and Neurodiversity team</u> to ensure reasonable adjustments can be made.

10.6 You are responsible for procuring and paying for a television licence if watching/recording programmes on a TV, computer or other mobile device as they are being broadcast or downloading to watch BBC programmes on iPlayer – live catch up or on demand. Find out if you need a TV licence on the TV licensing website.

10.7 Property insurance is held by the College. It is recommended that students take out their own contents insurance as this is not provided by the College.

10.8 Room locks may not be changed or additional locks added without the express prior permission of the College.

10.9 You agree not to use the accommodation for any other purpose than that of a private residence. It is not permitted to carry on at the accommodation any trade, profession or business without the express permission of the College.

#### 11 GUESTS

Please refer to separate university policy on guests in Halls accommodation – link to the policy will be available from September 2023.

# 12 SAFETY

- 12.1 You must read and follow the Fire Instructions (a Fire Action Notice will be displayed in your room). Tampering with fire safety equipment, warning systems (i.e. fire extinguisher, fire blanket, fire hoses and reels, heat and smoke detection equipment, door closers, fire doors, notices etc.) or maliciously setting off the alarms is a criminal offence. If necessary, the College will refer such matters to the Police. You may also be requested to leave Halls. Under fire-safety rules students are also not permitted to burn candles, incense or otherwise expose naked flame anywhere within Halls.
- 12.2 You must cooperate fully with fire drills by leaving the building immediately and going to your designated Assembly Point. The fire alarm in your building is tested each week (the time and date of this weekly test is posted in the entrance to your residence). If the fire alarm sounds at any other time you must leave the building immediately and go to your Assembly Point; you must never ignore the alarm or think that it might be a false alarm.

- 12.3 You are required to ensure that you keep your room in a condition that does not cause an unnecessary risk to yourselves or others. Room inspections will be undertaken by your Housekeeping Team to ensure the areas are not unsafe. The College undertakes periodic planned preventative maintenance and will publicise the schedule in advance.
- 12.4 You must take reasonable precautions to keep the premises adequately ventilated and free from mould and other damage caused by excessive condensation.
- 12.5 Smoking (including e-cigarettes, vapes, etc.) is not permitted anywhere in Halls. Students should ensure they are at least five metres away from buildings when smoking outside and that cigarettes are disposed of responsibly.
- 12.6 Students are responsible for the safety of any electrical appliances that they bring onto College premises. Students must take reasonable steps to limit the wattage of electrical equipment used in their room to avoid unnecessary overloading of circuits and tripping the safety breaker. The following appliances may not be stored or used in study bedrooms, designated catered hall pantries or communal areas of the Halls accommodation at any time: microwave ovens, kettles, toasters, toasted sandwich makers, rice cookers, radiant rings or any other cooking equipment, refrigerators, tumble dryers or electric heaters, and any other similar appliances. We encourage all students to have their electrical equipment PAT tested prior to moving into Halls to ensure safety. Any forbidden electrical items found in student rooms will be removed for safekeeping. Likewise appliances connected via inappropriate/unsafe adapters will be disconnected and removed for safekeeping only adapters that are CE marked and 230v/24ov rated are permitted in Halls.
- 12.7 Students should take great care not to allow non-residents to enter Halls and to keep their own room secured at all times. Day and overnight guests are permitted, provided they are signed in at your Hall reception.

# 13 DEFECTS AND DAMAGE

- 13.1 You must not deface or cause damage to any College property. In cases of damage to or loss of College property (i.e. room furniture or fixtures, door keys etc.) students will be required to pay for replacements or repairs in accordance with the latest damage, repairs and replacement items tariff guide.
- 13.2 Students may also incur a fine or be required to leave Halls in the event they breach clause 13.1. Information about the penalties and fines can be found under Appendix 5 of the <u>Student Conduct Regulations</u>.
- 13.3 Residents will be held collectively responsible for damage to communal areas of Halls if the individual(s) actually responsible for the damage cannot be identified following a reasonable investigation. In these circumstances, the charge made to recover the College's costs incurred for cleaning or repairing damage caused during your occupation will be shared equally amongst those held collectively responsible.

# 14 NOISE

14.1 There is a level of noise associated with living in a communal environment, but noise can become an issue when many people live in close proximity to each other. You must not make excessive noise at any time of the day or night. In addition, there should be minimal noise audible outside the room you are in between 11pm and 8am.

When deciding if noise is excessive, the following points will be considered:

- Has a complaint been received?
- What is the possible impact on other residents and members of the university and local community?
- What level of noise is being created and at what time of day?
- Have previous complaints been made?

If a member of Security staff (or Hall Life team) deems noise to be excessive or intrusive, the level of noise must be reduced immediately. The item creating the noise can be confiscated and further misconduct action may be taken if appropriate.

To ensure that the above conditions are met, we recommend that headphones are used for listening to music and other audio output during 11pm and 8am and that residents consider their use if they wish to listen to anything at high volume at any time.

- 14.2 Subwoofers are not permitted to be used. You should not gather or loiter in corridors or outside Halls. There are appropriate facilities around campus for rehearsals and performances, and we expect students to make use of these. Please note that the Hall Common Rooms are for residents' use only. During examination periods stricter noise regulations may apply.
- 14.3 You should be considerate at all times when closing doors and using the electronic entry system. The emergency exit green box is to be used for emergency exits only.
- 14.4 Within any large organisation there will on occasion be events, incidents or works that may cause disruption to other members of the organisation. While the University will seek to minimise these occurrences and to inform residents whenever possible, there may be times where disruption is unavoidable.

# 15 CLEANING

- 15.1 You are responsible for cleaning your own study bedroom and en suite bathrooms, associated communal areas, and for supplying your own cleaning materials such that the room remains a safe and clean space.
- 15.2 Students in self-catered Halls are required to remove all waste/recycling from their study bedrooms and shared kitchens to the designated external waste disposal/recycling centres.
- 15.3 Students in catered Halls are required to remove all waste/recycling from their study bedrooms and en suite bathrooms to the designated external waste disposal/recycling centres. Waste and recycling in communal pantries and shared bathrooms will be removed by the Housekeeping team.
- 15.4 Room checks are undertaken on a regular basis by the Premises Team to monitor levels of cleanliness and for our safety audits students must allow authorised staff regular access. Reasonable charges may be levied by the Hall Life Team or the Premises Team if a room is found to be consistently below the required standard of cleanliness to cover the costs of cleaning, making the room safe, repairing damage and/or to replace items.
- 15.5 Rooms and communal areas must be left in the same condition as found on the move-in day. All personal possessions and unwanted items must be removed when you vacate Halls. A fee may be imposed if rooms and associated areas are not left clear and clean.

#### **16 RIGHT TO ENTER**

16.1 The College reserves the right to enter your allocated room and/or shared facilities with reasonable notice, or in an emergency situation without notice, to conduct relevant investigations or inspections for the management of its properties, or if there is concern about illegal activities being conducted or about student safety. Please note that the Halls are covered by the <u>UUK Student Accommodation Code</u>.

16.2 In the event that you have requested works to be completed in your room, authorised College personnel will need to access it. Should you not be in your room when they call, they will enter using their signed-out pass keys. The College will take the request for works as permission to enter the room. Our staff all carry ID cards.

16.3 Students wishing someone else to enter their room to collect an item on their behalf, must send written permission to the relevant Halls Reception with plenty of notice. The relevant person must have photographic identification. They will be accompanied to the room with a member of staff and be supervised (they will not be given a key). The College cannot take any responsibility for any items damaged or missing.

#### 17 BUILDING WORKS, PROJECTS AND COLLEGE EVENTS

- 17.1 The College reserves the right to undertake rolling refurbishments or works of maintenance and/or construction. Such programmes may lead to some inconvenience or noise disturbance during normal working hours in adjacent properties, and this may affect the premises.
- 17.2 The College will use reasonable endeavours to keep residents informed in advance of any major works likely to affect them.
- 17.3 The College may allocate and require students to move, temporarily or permanently, to an alternative study bedroom in order to facilitate the undertaking of works programmes under clause 17.1. No additional rental obligation over and above the student's existing rental obligation will be incurred in these circumstances.
- 17.4 The College will organise and host events across the campus throughout the year which may change traffic and pedestrian access to some buildings and areas on our sites. Events such as the Annual Students' Union Summer Ball in the Founder's Building will involve amplified music being played after the 11pm no-noise deadline. Notice of the exact dates and times of any planned events will be communicated to all those residents affected in advance.

#### **18 PARKING**

18.1 Students in accommodation on the main campus are not permitted to bring motor vehicles to College or the local area (irrespective of whether they park them on campus or locally; refer to the College's <u>Traffic and Car Parking Policy</u>). Students in accommodation in Kingswood Halls, may apply for a permit to keep a vehicle at College but will only be able to park at their residence and not on the main campus.

#### 19 COLLEGE RULES AND REGULATIONS

- 19.1 The <u>College's General Regulations and Procedures</u> for students are available online. All students moving into Halls should familiarise themselves with the Student Handbook and specific information about their Halls accommodation along with other College regulations and policies.
- 19.2 Students must comply with all the relevant College Regulations; any violation in Halls of the Regulations concerning anti-social behaviour (especially but not exclusively around violence, harassment, theft, illegal drug use, use of new psychoactive substances, severe nuisance and safety related offences) will result in misconduct action and may result in your removal from Halls in accordance with clause 5 of these terms and conditions.
- 19.3 Students who have been sanctioned for breaches of <u>College Student Conduct Regulations</u> may be removed from Halls and may not be eligible to take up a future place in Halls. Where a sanctioned student is permitted to apply for Halls accommodation, the subsequent room offer may take into account information from previous

conduct proceedings. Students who have been requested to leave Halls as part of a College Misconduct (minor or major) process will not be eligible at any time. The Student Services Centre will contact these students informing them that they will not be allowed to take up a place in Halls.

19.4 The College reserves the right to require a student to cease living in Halls immediately if their presence could reasonably be considered to be prejudicial to the health, safety or wellbeing of others and good order in that Hall.

19.5 All College Regulations can be <u>accessed online</u>. The Hall Life Team including Duty Officers and Assistants oversee social, welfare and conduct issues in Halls, and are available to students at regular times (visit the Living in Halls Guide for information on Opening Hours). For breaches of Hall Rules the Hall Life Team has the power to levy fines and/or instigate bans from College accommodation. If the issue represents a serious breach of College rules (the Student Conduct Regulations), as well as Hall rules (the Terms and Conditions in this document), the matter may be treated as a College Student Misconduct issue. In such cases, in addition to a possible requirement to leave Halls and/or exclusion from residential areas, the student may face a review of their registration at the College.

19.6 The College's Living in Halls guide provides advice and helpful tips on communal living in College Halls.

#### 20. GENERAL

Notwithstanding any other provisions of this accommodation contract the following shall also apply:

20.1 The College may take any action that is required by, or as a consequence of, any proposals, recommendations, guidance or legislation issued by a local or national authority desirable in the interests of good estate management for example during a lockdown to deal with a pandemic restriction or other equivalent circumstance. Students must adhere to any additional regulations issue at these times.

20.2 In addition to clause 20.1 and to the provisions of this agreement, the College may provide any other service or amenity that the College may in its absolute discretion think fit to provide for the benefit of the Halls accommodation.

Version No.	1
Approved by:	Residential Steering Group
Date:	23 January 2023