



RICHMOND
THE AMERICAN INTERNATIONAL
UNIVERSITY
IN LONDON

STUDENT ACCOMMODATION LICENCE AGREEMENT

2019-2020

THIS LICENCE AGREEMENT is made between Richmond, The American International University in London, Inc (Company registration number FC008955) Queen' s Road Richmond Surrey TW10 as landlord ("the University") and "you" as licensee, the person whose details are set out in the Electronic Offer on the date that you notify online your acceptance of the Accommodation.

1. Definitions and Interpretation

1.1 In this Agreement the following words have the meaning set out below:

"Academic Year"	The official Semester dates of the academic year of the University as referred to from time to time on the University Website.
"Accommodation"	The accommodation specified in the Electronic Offer allocated by the University to you from time to time.
"Accommodation Manager"	Means a member of the Estates and Facilities Department.
"Campus"	Means any property and grounds owned or occupied by the University for the provision of teaching or any other services to you in the course of your tuition with the University.
"Deposit"	The sum paid by you initially as a booking fee but retained by the University for the duration of the Period of Occupancy as set out in this Agreement.
"Electronic Offer"	Means the electronic document that sets out the type of room and other details of the Accommodation that you have accepted.
"Fees"	The amount payable by you as set out in invoice issued to you by the Finance Department.
"Student Residence"	The Student Residence in which your Accommodation is located as specified in the Electronic Offer.
"Period of Occupancy"	The period for which you are entitled to occupy the Accommodation in accordance with clause 4.
"Residence Life Co-ordinators"	Means a member of the Student Affairs Department.
"Residence Life Manual"	Means the document referred to at Schedule 1.
"Schedules"	The Schedules attached to this Agreement.

“Semester”	Means the relevant dates during the Academic Year as are notified by the University from time to time to you.
“Student Portal”	Means the portal link currently referenced under the Student Affairs part of the University Website.
“Supplementary Regulations”	The Supplementary Regulations, Handbooks and other information issued by the University and available online from time to time.
“University Student Residence”	Means any property provided to you by the University from time to time.
“University Website”	Means http://www.richmond.ac.uk or such other website notified to you by the University.

1.2 In the event of any conflict of interpretation between the provisions of this Licence Agreement and the Schedules and the Supplementary Regulations, they shall be interpreted in accordance with the following order of precedence:

- (a) this Licence Agreement;
- (b) the Schedules;
- (c) the Supplementary Regulations.

2. Extent of this Agreement

- 2.1 This Agreement includes the Schedules and the Supplementary Regulations for the assistance of residents. The Supplementary Regulations include fire safety precautions, dining room regulations, use of communal facilities etc. and thus form an important part of student residence life.
- 2.2 Breach of those regulations referred to in the Schedule will be treated as a repudiatory breach of this Agreement and depending on the seriousness of the breach may result in the termination of this Agreement.
- 2.3 You should familiarise yourself with all the terms of this Agreement, including the Schedules and Supplementary Regulations, before accepting the Accommodation. Your attention is drawn to clauses 5 (Ending This Agreement), 11 (Disciplinary Offences) and 13 (Limit of Liability).
- 2.4 You will be obliged to comply with any further regulations the University may make from time to time as a result of changes in the law, or which are in the interests of the security of resident students and/or in the interests of good estate management and which will be displayed on the Student Portal.
- 2.5 In all matters relating to the administration of the Student Accommodation and the University's dealings with resident students concerning this Agreement, the University is represented by the Accommodation Manager and Residence Life Co-ordinators at each Campus who are its appointed officers for these purposes.

3. Grant

- 3.1 Subject to the provisions of this Agreement the University grants to you a right to occupy the Accommodation within the specified Student Residence for the Period of Occupancy and the right, (in common with other people entitled), to use the furniture, equipment and other property located in the Student Residence during that time.
- 3.2 This Agreement does not give you the right to exclusive possession of any particular Accommodation. The University may move you to another room in either your present Residence or any other University Student Residence.
- 3.3 If you are required to move in accordance with clause 3.2, you will be given as much notice as practical and the University will so far as possible try to ensure that you are moved into accommodation of a similar type to the accommodation offered to you as at the date of this Agreement. If this is impractical the University will ensure you are not required to pay more for your new accommodation. If the accommodation you are moved to is cheaper than your previous accommodation you will be credited with the difference between any payments you have already made and those which become due at a cheaper rate.
- 3.4 You agree to allow access (whether or not you are present) to the Accommodation to the University's authorised employees, agents and representatives and the statutory law enforcement agencies and emergency services on reasonable notice (save in the case of emergencies where no notice shall be required) for any lawful and reasonable purpose including inspection, maintenance, repair, or security.
- 3.5 You agree to allow access to the University's authorised employees, agents and representatives at all reasonable times with notice for the purposes of cleaning.
- 3.6 The University has the right to carry out or to commission any maintenance, alterations or building works in the Student Residence or on adjoining or neighbouring property and the University shall not be liable for any disturbance or inconvenience caused to you by such works. The University will attempt to minimise inconvenience and wherever possible will ensure that such works are done between 8.00am and 8.00pm.

4. Period of Occupancy

- 4.1 Your Period of Occupancy is determined by your Electronic Offer. Unless otherwise booked through the Accommodation Office, you are expected to vacate your room on or before the move-out date listed on your Electronic Offer.
- 4.2 You will not be entitled to occupy the Accommodation during other times, although it may be possible for the University to allow you to do so by prior written agreement. You will normally be allowed to store your personal belongings in designated areas on Campus and wherever possible in your room. If this is agreed then your occupation will be deemed to be on the same conditions as referred to in this Agreement applying to your occupation during the Academic Year SAVE THAT all facilities may not be available during vacations and any offer of accommodation may not be in the Accommodation or Student Residence allocated to you during the Period of Occupancy.

5. Ending this Agreement

5.1 You cannot end this Agreement before the end of the Period of Occupancy set out in clause 4 above. If you vacate the Accommodation before the end of that Period, you will forfeit the deposit and will still be liable to pay the fees due for the remainder of the current Semester UNLESS:

5.1.1 you can demonstrate to the reasonable satisfaction of the University that the reason for termination is a serious or persistent breach by the University of the University's obligations in this Agreement; or

5.2 In any of the following instances the University is entitled to end this Agreement and recover possession of the Accommodation:

- (a) if any Fees or other sum under this Agreement remain unpaid 28 days after being demanded from you; and/or
- (b) if you cease to be a registered student of the University for any reason; and/or
- (c) if, in the University's reasonable opinion, your behaviour constitutes a serious risk to the health, safety or welfare of yourself or others, or to the University's or others' property;
- (d) if in the University's reasonable opinion you have persistently breached this Agreement or the Supplementary Regulations;
- (e) if you fail to use the Accommodation allocated to you for a continuous period of 28 days without prior written arrangement with the Accommodation Manager and Residence Life Co-ordinators.

Any other rights or remedies the University may have will remain in force. If you refuse to leave the Accommodation once this Agreement has ended, the University will use court proceedings in order to evict you.

5.3 Returning Students.

Your offer of Student Accommodation may be withdrawn at any time before the start of the next Academic Year:

- (i) if you have failed to pay your Accommodation Fees (as referred to in the invoice sent to you by Finance Department) and any other invoices in full.
- (ii) for any conduct which in the opinion of the Vice President (Pro Vice-Chancellor) Student Affairs is undesirable that you should be re-admitted.

5.4 In the event of a breach of the Student Disciplinary Procedure set out in the Residence Life Manual the University may terminate this Agreement immediately (subject to your statutory rights).

5.5 Unless it is ended early in one of the ways set out above, this Agreement will come to an end at the end of your Period of Occupancy as set out in clause 4.

5.6 When this Agreement ends you must leave the Accommodation allocated to you in the state in which this Agreement and the Supplementary Regulations require you to keep it.

5.7 The ending of this Agreement does not cancel your outstanding obligations to the University. The University has no liability to compensate you for any loss arising from the termination except where such loss is caused by the negligence of the University or its employees.

6. **Deposit**

6.1 A Deposit will be held by the University as security for you carrying out your obligations under this Agreement. The University shall be entitled to make such deductions from the Deposit as are reasonably necessary to make good any breach or non-compliance by you of your obligations.

6.2 Your Deposit, or the balance of it, will be refunded to the original fee payer upon written request to the fees office and will normally be refunded within 45 days of your departure. Refund requests can be made by e-mail to fees@richmond.ac.uk

6.3 If at any time the Deposit is insufficient to meet the costs reasonably incurred by the University in connection with any breach or non-compliance by you of your obligations under this Agreement, you will pay the University promptly on demand such further sums as shall be reasonably required for such purposes. Failure to make prompt payment will result in additional legal costs being incurred in the pursuit of this debt which (subject to enforceability) will be your responsibility to pay.

7. **Fees**

7.1 The amount of the Fees is as set out in the Accommodation Invoice issued by the Finance Department of the University.

7.2 Student Accommodation Fees must be paid by each Semester's payment due date. If you produce evidence that your funding organisation or awarding body has delayed sending any grant or loan, the University may, at its sole discretion, allow payment to be deferred or arrange a payment plan with you.

7.3 Interest charges may be levied for late payment. Where levied, interest is charged at 4% above the HSBC Base Rate from the date payment became due.

7.4 For students whose accommodation includes a meal plan, the cost of meals as provided is included in the Fees. No reimbursement or allowance shall be given to you if you do not take the meals provided, except:

7.4.1 by prior agreement with the Vice President (Pro Vice-Chancellor) Student Affairs in respect of any period where the taking of meals is not permitted as part of a recognised period of religious observance.

7.5 Should you not pay your Fees or other sums due under the terms of this Agreement by their due date, the University will take all necessary legal action to recover the debts and the cost of doing so will be passed on to you.

7.6 It is imperative that, should you have any problems with payment of Fees, you contact the University's Finance Office by telephone +44 208 332 8223 or by e-mail fees@richmond.ac.uk as soon as possible to discuss your options.

8. **Agreement Personal to the Student**

8.1 The Agreement is personal to you and cannot be assigned or transferred. You are not entitled to allow anyone else to live in the Accommodation. For the avoidance of doubt this also means that you may not allow your room to be sub-let during any period when you are absent from the University. The University may expressly permit you to allow a guest to stay overnight in your room, see clause 10.3 below. It is agreed and acknowledged that there shall be no contractual agreement between the University and your guest.

9. **Your General Obligations**

9.1 Your general obligations under this Agreement include the following:

9.1 You must comply with the terms of this Agreement, its Schedules, the Supplementary Regulations and all reasonable instructions of the Residence Life Co-ordinators and University representatives.

9.2 You are entitled to occupy the Accommodation provided, only so long as you are a registered full-time student of the University pursuing a course of study at the University. If you cease to be a full-time student of the University, then this Agreement will immediately come to an end in accordance with clause 5.2. You are required to notify the Residence Life Co-ordinators in writing immediately if you cease to be a full-time student of the University.

9.3 You must behave in a responsible and proper manner at all times with consideration for all other students, faculty, staff, local residents, and members of the public generally. Behaving in an aggressive, violent, abusive, insulting, alarming or threatening manner towards anyone in the Student Residence is not acceptable and is a disciplinary offence, which may lead to your eviction. It is expected that every student should be able to study or rest without disturbance from others at any time, and particularly from 11.00 pm. to 8.00 am.

9.4 You must not do anything that will increase the risk of fire, flood or other damage or danger to the Student Residence.

9.5 You must not take part in any illegal activities.

9.6 You must not use illegal drugs or bring them on to campus.

9.7 All the Student Residencies operate a strict non-smoking policy, which includes the interior of the Accommodation and covers the balconies (where applicable) and the courtyard areas in some student accommodation. For avoidance of doubt, smoking whilst leaning out of windows is not permitted. This includes the use of e-cigarettes and vaping devices.

9.8 We strongly recommend that you register with a doctor who is in the call-out area of the Student Residence and who will agree to visit in an emergency. Your medical form should be returned to the Residence Life Co-ordinator within twenty-one days of arrival.

- 9.9 You must not use nails, screws, adhesive tack, or any method of fixing pictures or posters to the walls other than on the pin boards provided.
- 9.10 You must not damage the Accommodation you occupy, the communal facilities, nor the decorations, furniture, or furnishings in any part of the Student Residence. You must be considerate in the use of communal facilities. Any damage, including damage to furniture and equipment, must be reported to the Residence Life Co-ordinators. Any damage, antisocial cleaning or defacement in your Accommodation, other than that caused through normal wear and tear, will be charged to you. Damage to other parts of the Student Residence, including communal facilities, will be charged to those involved or, if no person can reasonably be identified, may be charged against the Deposits of all residents as appropriate, subject to your right of appeal under the appeals procedure set out in Schedule 4.
- 9.11 You must know and observe the safety regulations and participate in fire drills and may not tamper with fire alarms and fire-fighting equipment. **The use of portable heating and cooking equipment in your room is strictly forbidden. Candles, shisha pipes, oil lamps of any kind or combustible materials must not be brought into or used anywhere within the Student Residence.** This list is not exhaustive and the University reserves the right to add or remove any item. Tampering with fire detection or fire-fighting equipment or jeopardising the health and safety of the Student Residence or its residents in any way are serious disciplinary offences, which may lead to immediate expulsion from University Accommodation. In addition, the matter may be referred to the Vice President (Pro Vice-Chancellor) Student Affairs, and to the police.
- 9.12 You may not bring hazardous substances into your room, even from other University premises.
- 9.13 You are not permitted to keep or bring any animals into Student Residence. Disability assistance dogs may be permitted with the express prior consent of the Vice President (Pro Vice-Chancellor) Student Affairs.
- 9.14 All students who live in non self-catered University Accommodation receive an 18 meal per week board plan. Meals are provided throughout the Semester and consequently the University does not provide facilities for personal catering. For health and safety reasons cooking is not permitted in student rooms. Cooking appliances with exposed coils pose a serious safety issue and are therefore not allowed in student rooms. Such appliances—including hot plates and toasters will be removed. This list is not exhaustive and the University reserves the right to add or remove any item. Any food stored in rooms must be kept in suitable sealed containers. Acceptable appliances include microwaves (for re-heating food), small refrigerators and kettles. If you have questions about this, please contact a member of the Residence Life staff. Students in self-catered accommodation (ie Montford House, Collingham Gardens and Courtfield Gardens) are supplied with cooking facilities within their accommodation which include refrigerators, hobs, microwaves, kettles and washing machines.
- 9.15 You must not bring any weaponry, replica or otherwise, into the Student Residence, such as swords, knives or firearms. This list is not exhaustive and the University reserves the right to add or remove any item.

- 9.16 You are not permitted to bring additional furniture into the Accommodation without the permission of the Residence Life Staff. Freestanding furniture should not be moved without the permission of the Estates and Facilities Maintenance Team and if agreed must be returned to its original position upon departure.
- 9.17 You are not permitted to engage in the running of any business activity using the Student Residence or its address.
- 9.18 No offensive material is permitted to be displayed either inside or outside of the Accommodation. The Student Affairs Co-ordinator will be the arbiter of such matters and his/her decision is final.
- 9.19 The residents must maintain their room in a condition such that it is a reasonably safe environment for the employees of the university who may have to enter the premises from time to time. e.g. Residents must keep floors clear of items which might constitute a trip hazards and ensure that cables to personal electrical equipment are safe.

10. **Visitors**

- 10.1 The University reserves the right, through its appointed officers, to refuse any non-resident admission to the Student Residence at any time or to require them to leave the premises.
- 10.2 You may have overnight guests under the arrangements subject to the prior written approval from the Student Affairs Co-ordinator. You remain responsible for your guests at all times and are responsible for any payment levied for the cost of meals etc.
- 10.3 You are responsible for the conduct of your guests at all times and you may not allow them to live in your Accommodation. The University expects you to ensure that your guests behave to the same standards as the University's resident students.
- 10.4 You may not lend your access card to a non-resident nor permit a guest to remain in University student accommodation after you have vacated your room.

11. **Disciplinary Offences**

- 11.1 Breach of the terms of this Licence Agreement may be treated as a disciplinary offence under the Student Code of Conduct contained in the Student Handbook attached at Schedule 3) and dealt with accordingly by the Vice President (Pro Vice-Chancellor) Student Affairs.
- 11.2 There is an appeals process set out in Student Code of Conduct. This includes appeals against deductions from Deposits or other charges for damages or financial penalties.
- 11.3 In addition to the above provisions, all students in the Student Residence may also be subject to the University's Student Disciplinary Procedures in respect of their behaviour within Student Residences.

12. **Complaints and Appeals**

12.1 If you are dissatisfied about your stay in University Accommodation you may complain through the Student Complaints Procedure (attached here or available on the Student Portal or University website). Invoking the Complaints Procedure will not however suspend or delay the University's rights to take action under the terms of this Agreement. Please note that the Disciplinary Procedure should be used to appeal deductions from Deposits or other charges for damages or penalties.

13. **Limit of Liability**

13.1 The University accepts no liability for any loss, damage or harm sustained by any resident or the guest of any resident on the University's premises, except where caused by the negligence of the University or its employees, agents or contractors.

14. **Illegality**

14.1 If any provision of this Agreement is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall remain unaffected.

RICHMOND, THE AMERICAN INTERNATIONAL UNIVERSITY IN LONDON, INC

STUDENT ACCOMMODATION LICENCE SCHEDULES

SCHEDULE 1

**Residential Code
(within the ResLife Manual)**

<https://www.richmond.ac.uk/accommodation/living-on-campus/>

SCHEDULE 2

**Student Accommodation Network Services
Conditions of Use Internet Services**

<https://www.richmond.ac.uk/wp-content/uploads/2015/09/IT-Network-Rules-and-Regulations.pdf>

SCHEDULE 3

**Residence Student Disciplinary Procedures
(within the Student Code of Conduct)**

<https://www.richmond.ac.uk/accommodation/living-on-campus/>

SCHEDULE 4

**Student Complaints Procedure
(within the Student Code of Conduct)**

<https://www.richmond.ac.uk/accommodation/living-on-campus/>

SCHEDULE 5

Data Protection

<http://www.richmond.ac.uk/about-richmond/privacy-policy/>