

# Contract Terms & Conditions

## SELF-CATERED RESIDENCES RESIDENTIAL COMMUNITY ASSISTANT ('RCA') SERVICE CONTRACT (Residence)(License Type)(24/25)(Room Type)

THIS SERVICE CONTRACT and the Online Residential Handbook located at:

<https://warwick.ac.uk/services/rescommunity/lifeinhalls/>

(<https://warwick.ac.uk/services/rescommunity/lifeinhalls/>) create legally binding obligations between the University and the full time student RCA so please read them and make sure you understand and agree to them before you make a commitment. This Service Contract is governed by English law. If you have any queries please contact the Residential Community Team. This Service Contract is made on-line and does not require a signature to be binding.

### **RCA**

(Student Name) of (Address)

### **University**

The University of Warwick, Gibbet Hill Road, Coventry, CV4 7AL. E-mail:

[accommodation@warwick.ac.uk](mailto:accommodation@warwick.ac.uk) (<mailto:accommodation@warwick.ac.uk>)

### **Accommodation**

A (Room Type) at (Residence) to be allocated to the Residential Community Assistant by the University

### **Accommodation Fee**

£ (Fee) for the Period of Residence, due as one lump sum payable in advance on or before the first day of the Period of Residence, but which may be paid in termly instalments subject to clause 2.4 below. The rent includes payment for the Services.

### **Common Parts**

Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation

### **Contents**

The fixtures, fittings and equipment in the Accommodation and Residence

## **Instalment Dates**

16 September 2024

6 January 2025

21 April 2025

## **Period of Residence**

The period of your Employment;

or

From 9.30am on Monday 9 September 2024 to 10.00am on Saturday 4 January 2025 inclusive,

From 9.30am on Saturday 4 January 2025 to 10.00am on Saturday 19 April 2025 inclusive,

From 9.30am on Saturday 19 April 2025 to 10.00am on Saturday 28 June 2025 inclusive,

Whichever be the shorter.

## **Employment**

Your employment as a Residential Community Assistant ('RCA') in the University Residential Community Team ('RCT') while also being a student of the University.

## **Residence**

(Residence)

## **Residential Community Assistant**

Includes both the status of Residential Community Assistant AND/OR student of the University

## **Rights**

(a) to occupy the Accommodation while you are in Employment as an RCA

(b) to use the Contents

(c) to use the Common Parts

(d) to receive the benefit of and to use the Services

## **Service Contract**

A licence to occupy the accommodation for the better discharge of the Employment

## **Services**

(a) repair of the Residence

(b) lighting and heating the Residence

(c) providing hot and cold running water to the Residence

(d) providing an electricity supply to the Residence

(e) insurance of the Residence

(f) disposal of rubbish deposited in proper receptacles

(g) cleaning the Common Parts

(h) insurance of the Employees personal possessions provided by the University's selected insurance provider and subject to the terms of the insurance policy which may be found here

[www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance)

[.//www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance)

(i) providing a connection to the residential network which offers internet access

Subject to clause 4, the University hereby grants and the RCA accepts the Rights for the Period of Residence or the period of Employment (whichever be the shorter) on the conditions set out in this Contract and in the Online Residential Handbook and the terms and conditions of personal possessions insurance set out at [www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance) ([//www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance)), (as updated from time to time)

The Accommodation is provided for the better discharge of the Employment and is conditional on the continuing Employment.

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I have read and understood the above

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1. RCA's Obligations

The RCA agrees:

- 1.1 To pay to the University the Accommodation Fee for the Period of Residence. Payments should be made via the integrated Flywire portal within our Student Records system. For the avoidance of doubt, although the Accommodation Fee is calculated by reference to a weekly sum or by such other repayment plan as may be agreed, this licence to occupy is not a weekly, monthly or other periodic licence; it is a licence for the whole Period of Residence and/or Employment.
- 1.2 To report any items that require repair at the start of the Service Contract. To make a report you must use the online fault reporting form for your hall at: <http://www2.warwick.ac.uk/services/accommodation/studentaccommodation/faults/campusfault/> (<http://www2.warwick.ac.uk/services/accommodation/studentaccommodation/faults/campusfault/>).
- 1.3 To keep the Accommodation, the Contents and (jointly with other students) the Common Parts in a clean and tidy condition
- 1.4 At the end of the Period of Residence, or upon earlier termination of this Service Contract pursuant to the termination provisions below, to vacate the Accommodation, leave the Accommodation and the Contents in a clean and tidy condition, remove all personal belongings, and return all keys/access cards/access fobs (these vary depending on the Hall) to the University.
- 1.5 To allow the University (and anyone authorised by it) at reasonable times after giving 24 hours' notice to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair (no notice being necessary in an emergency or where the need for repair was reported by the RCA)
- 1.6 To comply with all applicable legislation.
- 1.7 To avoid the RCA's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property.
- 1.8 To comply with the University's Ordinances and Regulations as set out in the University Calendar at [www.warwick.ac.uk/go/governance/calendar](http://www.warwick.ac.uk/go/governance/calendar), as well as the

method and timetable for the payment of the Accommodation Fee, as set out on the University's Student Finance webpages at:

[www.warwick.ac.uk/go/academicoffice/finance](http://www.warwick.ac.uk/go/academicoffice/finance), as amended from time to time.

- 1.9 To report to the University as directed in the Online Residential Handbook any damage or want of repair or failure of the Services within 24 hours of becoming aware of it at:  
<http://www2.warwick.ac.uk/services/accommodation/studentaccommodation/faults/campusfault>  
(<http://www2.warwick.ac.uk/services/accommodation/studentaccommodation/faults/campusfault>).
- 1.10 To pay to the University all costs reasonably incurred in enforcing the RCA's obligations or arising from a breach of this contract (including but not limited to recovery of Accommodation Fee arrears, and making good damage to the Accommodation or Common Parts caused by the RCA)
- 1.11 Where damage or loss occurs at the Residence and it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss plus an administration fee.
- 1.12 To promptly send to the University a copy of any communication the RCA receives which is likely to affect the Accommodation or the Residence (for example, notices from the Local Authority)
- 1.13 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the Residence or which may be a fire risk or in any other way put at risk the health and safety or security of others or the University's or other people's property or invalidate the terms of the University's block insurance policy. See: (see <https://warwick.ac.uk/services/accommodation/insurance/>)  
(<https://warwick.ac.uk/services/accommodation/insurance/>))
- 1.14 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
- 1.15 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Common Parts, the Residence or the Contents
- 1.16 Not to bring additional furniture into the Residence
- 1.17 Not to use the Accommodation for any purpose other than as a residential study bedroom
- 1.18 Not to share the Accommodation or sub-licence it or transfer occupancy to any person. Occasional overnight visitors are allowed, on the conditions set out in The Online Residential Handbook [www.warwick.ac.uk/go/lifeinhalls](http://www.warwick.ac.uk/go/lifeinhalls)
- 1.19 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to the University or any neighbouring properties or occupants and the RCA must have due regard for the privacy, safety and well-being of the others sharing the Common Parts and to the occupiers of neighbouring properties
- 1.20 Not to bring into the Accommodation, and/or use, produce and/or supply within the Residence (including its environs and precincts) any drugs and/or such other substances whose use, possession, supply and/or production is unlawful.  
Disciplinary action may also be commenced following a breach of this condition

- under the University's Regulations relating to student discipline which may result in expulsion from the Accommodation and/or the University
- 1.21 Not to add to or change the telephone services to the Accommodation (if any) without the University's prior written consent and not to add to or change the Information Technology Services installation or supply in the Accommodation
- 1.22 Not to bring into the Residence any animal unless it is an aid for a disabled person. Criteria can be found within the Online Residential Handbook
- 1.23 Not to park any vehicle on the campus otherwise than in accordance with the University's parking policy: <https://warwick.ac.uk/services/carparks> (<https://warwick.ac.uk/services/carparks>).
- 1.24 Not to cause any obstruction of the Common Parts
- 1.25 To comply with the Acceptable Use Policy for the residential network as published at <https://warwick.ac.uk/services/sim/policies/information-security/is06/> (<https://warwick.ac.uk/services/sim/policies/information-security/is06/>).
- 1.26 To use the link in this clause 1.26 to confirm the return of keys/access cards/access fobs ("Keys") if you are leaving the Accommodation:  
<https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/campuscurrent/movingout>  
(<https://warwick.ac.uk/services/accommodation/studentaccommodation/usefulinfo/campuscurrent/movingout>).
- 1.27 That the voluntary return of the Keys by the RCA before the end of the Period of Residence does not release the RCA from their contractual obligations (unless this has been previously agreed in writing with the University). The RCA will remain liable to pay the Accommodation Fee and must comply with all other obligations under this Contract until the Period of Residence ends (or the RCA is otherwise released by the University). Keys that are voluntarily returned by the RCA will be held to the RCA's order. For the avoidance of doubt, the University's acceptance of the Keys to the Accommodation (or any alternative University accommodation owned or managed by the University) shall not terminate this Contract while any part of the Period of Residence remains unexpired.

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I have read and understood the above

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## 2. University's Obligations

The University agrees:

- 2.1 To provide the Services. In relation to personal possessions insurance, if the University changes insurance providers, or the terms and conditions of the insurance policy change, the University will notify you in writing. The latest insurance policy details can be found here:  
[www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance)  
(<http://www.warwick.ac.uk/services/accommodation/insurance>).
- 2.2 Except in the case of an emergency (which may include but is not limited to those circumstances set out in Clause 3.7 below), for reported repairs and for cleaning to give the RCA at least 24 hours' notice prior to entering the Accommodation

- 2.3 Not to interrupt the RCA's occupation of the Accommodation more than is reasonably necessary
- 2.4 Subject to clause 3.9, that the Accommodation Fee may be payable in instalments on the Instalment Dates, the amount per instalment is available to Warwick students in the Student's online finance account.
- 2.5 To process the RCA's personal data in accordance with the Warwick Accommodation Privacy Notice:  
<https://warwick.ac.uk/services/accommodation/privacynotice>  
(<https://warwick.ac.uk/services/accommodation/privacynotice>).

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I have read and understood the above

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3. Other conditions

- 3.1 The RCA acknowledges and agrees that smoking and/or vaping are not permitted in the Residence at any time.
- 3.2 The RCA is responsible for the conduct of any invited visitor(s).
- 3.3 The University's liability for loss or damage to person or property is excluded (to the extent permitted by English law) unless the loss or damage is caused by the University's negligence or breach of its obligations in this Contract and otherwise personal belongings left at the Accommodation are at the RCA's own risk. Although the RCA's personal belongings are insured under the University's block insurance policy (see [www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance) ([//www.warwick.ac.uk/services/accommodation/insurance](http://www.warwick.ac.uk/services/accommodation/insurance))) that insurance is subject to conditions, exclusions, limitations and excesses of the policy to which your attention is drawn. The University's liability for loss or damage to property shall not exceed its insurance cover.
- 3.4 The University is not liable to repair any damage caused by the RCA unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student).
- 3.5 The University may temporarily suspend use of the Common Parts, following reasonable notice, if they are not kept in a clean and tidy condition by the students using them.
- 3.6 The University is permitted to carry out work at any adjoining site without liability for anything other than negligence, or anything else which cannot be excluded or limited under English law.
- 3.7 In circumstances where the University reasonably suspects that the RCA and/or any other person is/are engaging in conduct which presents a risk to health and/or safety and/or may amount to a criminal offence, including possession of an illegal substance or weapon, the University may in its absolute discretion and without notice enter and search the Accommodation. In such circumstances, the University shall be entitled to confiscate any article which in the reasonable opinion of the University presents a risk to the health and safety of the RCA and/or residents and/or staff of the University and/or may amount to a criminal offence and should not be in the Accommodation. The article will then either be handed over to the police or retained by the University at the RCA's expense, until collected by the

RCA and removed from University grounds. If at the end of the Period of Residence the article has still not been collected by the RCA, the University will give the RCA 14 days' notice to retrieve the article and if unclaimed after such period the University reserves the right to dispose of it.

3.8 This Contract does not affect the University's disciplinary powers.

3.9 The RCA shall only be permitted to continue to pay the Accommodation Fee by instalments if and for so long as the full amount of each instalment is made on the Instalment Dates. If within 21 days of an Instalment Date the RCA has failed to pay the full amount of the instalment then the right to continue to pay the Accommodation Fee by instalments shall immediately cease and any outstanding balance of the Accommodation Fee for the whole Period of Residence shall become payable immediately.

*If you are experiencing difficulty in making Accommodation Fee payments, please contact the University Student Finance Office in advance of the relevant payment date.*

3.10 Notices under this Contract must be in writing to the Accommodation Office at the University's address for service as given on the first page of this Contract. Notice sent by email to the Accommodation Office email address will be accepted as written notice. The RCA's address for service shall be the Accommodation unless it notifies the Academic Office of the University of an alternative address in writing.

3.11 This Contract is not intended to confer any benefit to anyone who is not party to it.

3.12 This Contract together with the Online Residential Handbook contains all the terms agreed to by the University and the RCA/Student(s) at the time it comes into effect and any variation to the terms will only be effective if agreed by Warwick Accommodation. The University will confirm any agreed variation to the RCA/Student(s) in writing at the time the variation is made.

3.13 This Contract constitutes a licence to occupy and no relationship of landlord and tenant is intended to be created by it.

3.14 If the RCA admits, or is found to have breached, any student discipline regulation in the period between the signing of this contract and the taking up of occupation of the Accommodation then the University shall have the right to terminate this contract with immediate effect without liability to the RCA.

3.15 The University takes no responsibility and will bear no liability for on-line purchased deliveries arriving at the Accommodation or at other University premises such as the University post room.

3.16 The University reserves the right to transfer a RCA's occupation to different Accommodation in a different Residence where reasonably required by the University on giving reasonable prior written notice (except in the case of emergency) to the RCA. This shall include (but not be limited to) where the University considers a transfer is required in the interests of Residents' comfort, safety and convenience or in the event of essential maintenance or disciplinary proceedings.

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I have read and understood the above

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4. Termination of this Contract

- 4.1 Unless the RCA has made arrangements with the University for late arrival this Contract may be terminated by the University by the service of written notice (in its absolute discretion) if the RCA has not taken up residence within 5 days of the start of the Period of Residence. In such an event the RCA will be liable to pay to the University the full Accommodation Fee until the University is able to re-licence the Accommodation to an alternative licensee.
- 4.2 Notwithstanding any other provision in this Contract, the University may terminate this Contract at any time by serving notice on the RCA if:
- 4.2.1 Any payment is overdue by 21 days or more; or
  - 4.2.2 The RCA is in serious or persistent breach of any of their obligations under this Contract and as specified in the Online Residential Handbook
  - 4.2.3 The RCA does not have status as a registered student of the University; or
  - 4.2.4 In the reasonable opinion of the University the conduct, health or behaviour of the RCA constitutes a serious risk to themselves or others or the University's or other people's property;
  - 4.2.5 The RCA is no longer in Employment. but, if any of the circumstances in clauses 4.2.1 – 4.2.5 above apply, the RCA will remain liable for payment of the Accommodation Fee (unless expressly stated to the contrary in this Contract) until the RCA gives up possession of the Accommodation.
- 4.3 In certain circumstances the University is entitled, without giving prior notice to the RCA, to seek an order from the Court excluding the RCA from the Accommodation and/or other areas of the University.
- 4.4 The RCA may terminate this Contract at any time by serving notice on the University but unless the reason for termination is a serious or persistent breach of any of the University's obligations in this Contract the notice shall not become effective and the RCA shall remain liable for the Accommodation Fee until:
- 4.4.1 The RCA has complied with all their obligations up to the date of termination; and
  - 4.4.2 Another or new RCA who is not already in University managed accommodation who is reasonably acceptable to the University enters into a contract for the remainder of the Period of Residence
- 4.5 If, following termination of this Contract (whether pursuant to clauses 4.1, 4.2 or 4.4), the University re-licenses the Accommodation to another RCA for any remaining part of the Period of Residence then a fair proportion of any accommodation fees received by the University from the incoming RCA in respect of such remaining part of the Period of Residence shall be credited to the RCA's account. For the avoidance of doubt, this shall not constitute a waiver by the University of its right to recover the Accommodation Fee from the RCA.
- 4.6 The University reserves the right to relocate the RCA to comparable alternative University accommodation during the Period of Residence where it is reasonable to do so. In such an event:
- 4.6.1 where the relocation is to a different residence and is for the remainder of the Period of Residence (i.e. it is not a temporary relocation) and is not due to the RCA's breach of this Contract, the RCA will have the right to



- terminate this Contract by serving notice on the University within 7 days of being notified of the University's intention to relocate the RCA (which may, in the case of an emergency relocation, be given after the relocation has taken place). In such case, the RCA shall not be required to find an alternative student pursuant to clause 4.2.2 above and shall only have liability for such proportion of the Accommodation Fee as is fairly attributable to the RCA's period of occupation within the Accommodation;
- 4.6.2 where the relocation is due to the RCA's breach of this Contract, the RCA shall pay the University an administration fee of £50. There is no additional right for the RCA to terminate this Contract in such an event. For the avoidance of doubt, the RCA's occupation of the alternative University accommodation shall be on the terms and conditions of this Contract for the remainder of the Period of Residence.
- 4.6.3 Should the RCA cease Employment, and thereby lose their entitlement to remain at the Accommodation, the University will use its best endeavours to find alternative student accommodation on campus. The University does not, however, guarantee that this will be possible.

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I have read and understood the above

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5. Interest charges for unpaid Accommodation Fees

- 5.1 The RCA shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any Accommodation Fee lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the Accommodation Fee should have been paid until the date that the Accommodation Fee is actually paid.

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I have read and understood the above

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6. Termination for sums owed

- 6.1 The University shall be entitled to terminate this Contract with immediate effect by serving written notice to terminate this Contract on the RCA if any sum owed by the RCA to the University in relation to the Accommodation or any other accommodation owned or managed by the University remains unpaid for more than 21 days after the date on which it fell due. For the avoidance of doubt and by way of illustration only, such termination could occur prior to the commencement of the Period of Residence if the RCA owes sums to the University in relation to accommodation owned or managed by the University from a previous academic year
- 6.2 If this Contract is terminated in accordance with clause 6.1 then:
- 6.2.1 if such termination occurs prior to the Period of Residence the RCA shall not be entitled to take up occupation of the Accommodation and the

University shall be under no obligation to provide keys/access cards/access fobs or access to the Accommodation;

- 6.2.2 where the RCA is already in occupation of the Accommodation, the RCA shall surrender to the University all keys/access cards/access fobs for the Accommodation and shall vacate the Accommodation (including removal of all personal possessions from the Accommodation), but otherwise leaving the Accommodation in the condition required by this Contract; and
- 6.2.3 the RCA shall provide the University with a valid forwarding address at which the Student can be contacted after the end of the Contract.

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I have read and understood the above

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7. Charities Act 2011

- 7.1 The Accommodation let by this Contract is held by The University of Warwick, an exempt charity.

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I have read and understood the above

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Campus Residential Accommodation Regulations

<http://www2.warwick.ac.uk/services/gov/calendar/section2/regulations/residences/>  
(<http://www2.warwick.ac.uk/services/gov/calendar/section2/regulations/residences/>)

The University reserves the right to periodically update these Regulations

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I have read and understood the above

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Drugs and Alcohol Policy

<https://warwick.ac.uk/services/residentiaallife/lifeinhalls/regulations/drugsalcohol/>  
(<https://warwick.ac.uk/services/residentiaallife/lifeinhalls/regulations/drugsalcohol/>)

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I have read and understood the above

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Online Residential Handbook

<https://warwick.ac.uk/services/rescommunity/lifeinhalls/>  
(<https://warwick.ac.uk/services/rescommunity/lifeinhalls/>)

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I have read and understood the above

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Dignity at Warwick

<https://warwick.ac.uk/services/humanresources/internal/a-z/dignityatwarwickpolicy/>  
([https://warwick.ac.uk/services/humanresources/internal/a-z/dignityatwarwickpolicy.](https://warwick.ac.uk/services/humanresources/internal/a-z/dignityatwarwickpolicy/))

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I have read and understood the above

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