

**RICHMOND AMERICAN UNIVERSITY LONDON
LICENSE TO OCCUPY A RESIDENTIAL BUILDING:
AN AGREEMENT BETWEEN THE STUDENT & THE UNIVERSITY
2024-2025**

Definitions

1. Us / We/University – Richmond, The American International University in London, Inc. ; the accommodation provider.
2. You- occupying the Room in the Flat in the Building
3. Licence - The Agreement between Us and You to provide the accommodation services specified below for the agreed Term
4. Building- halls including your assigned room and Common Areas accessible by You in the flat
5. Room- A study bedroom for use by You and a roommate
6. Flat- The suite in which Your Room is located in the Building
7. Building – The Building in which Your Flat or Room is located
8. Common Areas- Any shared areas of accommodation including kitchens, access areas, common rooms and outside areas both inside Your Flat and outside Your Flat in the Building as specified by Us
9. Term-please refer to your student accommodation offer which specifies a move in and move out date.
10. Fees-please refer to your student accommodation offer which specifies a weekly cost and a total cost for your length of occupation.

This Licence Agreement (Licence) comprises the terms and conditions laid down in this document and any other agreements made by and between RAUL and You.

Part A: General

1. Legal Status

You must be aged 18 years or over and legally capable of entering into a binding contract in order to sign the Licence. If You are under 18 then the Licence Agreement must be signed by your parent or legal guardian, in which case the terms and conditions of Licence will bind You and Your parent or legal guardian.

2. Effective Date

You are bound by the Licence upon signing this Agreement and by so doing You agree to the terms and conditions from the date shown against Your signature below.

3. Right to Occupy for the Duration

3.1. This Licence entitles You on payment of all Fees to use of your Room, Your Flat's Common Areas and the Common Areas for which You have been given keys/access to. It does not entitle You to access any other area of the Building or Premises. If You try to access other areas of the Building or Premises without explicit permission or areas out of bounds to any licensees this will be treated as a material breach of Your Licence entitling Us to elect to terminate your Licence forthwith.

3.2. Your Licence may entitle You to additional services or room modifications for which have been agreed by Us in advance in writing (if any -please see the end of this document to see if any are specified).

3.3. You are not permitted to sub-licence your Room or transfer it to anyone or to allow anyone else into occupation of your Room.

4. Duration

4.1. Your Licence is for the Term. No alteration to the Term of the Licence is permitted unless agreed in writing by Us.

5. Change of Room / Relocation

5.1. We reserve the right to require You to move Rooms within the Building and/or Premises or, in exceptional circumstances, to move to a room in a different location.

5.2. Room changes requested by You may be granted at the sole discretion of the Office of Student Affairs.

5.3. We reserve the right to relocate You to comparable alternative accommodation during the Licence Term where it is in Our sole opinion reasonable to do so but not where the relocation is because You are in breach of any of Your Licence obligations.

6. Termination of the Licence by Us

6.1. We may end the Licence straight away by issuing a notice in writing to You to that effect if You:

- i) have breached a term of this Licence that We consider to be very serious (for the avoidance of doubt this includes but is not limited to putting Yourself or others' safety and/or well-being at significant risk), or
- ii) are suspended or expelled from the University, or
- iii) have breached a term of this Licence that We consider to be reasonably serious (for the avoidance of doubt, this includes but is not limited to a failure to pay Fees), or
- iv) have committed persistent breaches of the less serious terms of this Licence (for example, breaches of the smoking ban).

IF YOU FAIL TO LEAVE THE ROOM AND THE FLAT AFTER THE EXPIRY OF THE NOTICE TO QUIT WE HAVE THE RIGHT TO REMOVE YOU FROM OCCUPATION THROUGH COURT PROCEEDINGS AND SEEK TO RECOVER THE COSTS FROM YOU.

6.2. If You are suspended by the University for any reason and the suspension is lifted for any reason then, if We determine in its sole opinion that it is appropriate in the circumstances and reasonably possible We will offer a new Licence in respect of any period of the original Licence subsequent to the expiry of the suspension, and will apply any sums paid by You pro rata in respect of this period under the original Licence to the Fee under the new Licence.

6.3. IF WE END THE LICENCE UNDER THIS CLAUSE 6 YOU WILL REMAIN LIABLE TO PAY THE FEES FOR THE ENTIRE PERIOD IN RESPECT OF WHICH THE LICENCE WAS ORIGINALLY GRANTED. CREDIT WILL BE GIVEN IN RESPECT OF ANY PERIOD OF THE ORIGINAL LICENCE TERM DURING WHICH WE LICENCE THE ROOM TO ANOTHER PERSON. WE WILL TAKE REASONABLE EFFORTS TO RE-LICENCE TO A SUITABLE PERSON.

6.4. We may end this Licence for any (or no) reason by giving at least 28 days' written notice to You. If this occurs we will make every effort to house you in an alternative location so as not to disrupt your studies at RAUL.

6.5. We may require You to transfer to another suitable room made available by Us, should We reasonably

consider this desirable in the interest of order, health, safety, security and/or maximum utilisation of facilities. We will give you 14 days' written notice of this. If the fee in respect of the other room is less than the Fee payable in respect of the Room You have transferred from, We will pay You the difference (provided that the Fee payable in respect of the Room transferred has been paid). If You are not happy to move to another Room, You may end this Licence by giving Us written notice within 14 days of Our notice to the You of the proposed move. The notice must be addressed to Our Office of Student Affairs or their duly authorised nominee and delivered to the Office of Student Affairs. In this case You will not be liable to pay any Fees from the date You move out.

6.6. Any notice to be served upon You by Us will be deemed to have been duly served if it is fixed to the door of or left in the Room. The notice will be deemed served on You 12 hours afterwards. A Notice by any other means will be deemed properly served on You if the notice is received by You.

6.7. For the avoidance of doubt, the provisions of this Licence Agreement concerning termination of the licence by Us are exhaustively set out in this Agreement, and are not contained in any document other than this Agreement.

6.8. We reserve the right to make reasonable alterations to these conditions and to impose further reasonable conditions from time to time to ensure the reasonable and efficient operation of the Premises. Any changes will be notified to You.

7. Early Surrender of Your Licence by You

7.1. You may surrender Your Licence at any time before the start of the Licence Term if all of the following conditions are met:

7.1.1. You give written notice to Our Office of Student Affairs before the start of new student orientation in Our Fall or Spring terms. Notices sent anywhere else will not suffice; and

7.1.2. IF YOU ARE WITHDRAWING FROM THE UNIVERSITY DURING THE TERM, YOU WILL BE LIABLE FOR THE FEES FOR THE LICENCE TERM. In this case You must give written notice, vacate the Room and return Your keys.

7.2 If You terminate Your Licence because of a serious breach by Us of this Licence, you must give written notice to the Office of Student Affairs or their duly authorised nominee. If We genuinely are in serious breach of this Licence, You will not be liable for payment of the Licence fee for the period after giving notice.

You must return Your keys to Our accommodation office by 9 a.m. on the day You leave the Room. If You do not We may have to replace the relevant locks and charge You for the cost of doing so.

8. Vacating your Room at the End of the Licence Term

8.1. You must remove all personal belongings and leave the Room in good clean condition and repair when vacating your Room at the end of the Licence Term. A moving out guide is available from [where] which details Our required standards. Copies are available from your Resident Advisor or Resident Director.

8.2. We are not responsible for any of your personal belongings left behind on vacating your Room.

8.3. We will dispose of any items left behind by You and may charge You the cost of disposal.

Part B: Your Obligations

9. Your Behaviour

9.1 You must comply with all reasonable requests of Our staff.

9.2 YOU SHOULD NOT DO ANYTHING WHICH MIGHT RISK THE SAFETY OF, OR CAUSE ANNOYANCE OR NUISANCE TO, OUR STUDENTS, STAFF OR NEIGHBOURS. This would include for example i) for everyone's safety if windows are fitted with opening restrictors, You should not open them beyond the restrictor limit, and if doors are fitted with automatic closures you must not wedge them open. You must not bring in or

cause or allow to be brought into the Room, Flat or the Building any dangerous objects and/or combustible materials. Any electrical appliance that You want to bring into Your Room or Flat must have a valid test certificate and You must get the prior consent of Our Office of Student Affairs before use. ii) For legal reasons You and your visitors can only smoke outside of all of Your Room, Flat and Building and for hygiene you should dispose of rubbish or recyclable items in the bins provided, and not throw items out of any windows. iii) You must not act in an aggressive or intimidating way to fellow students or staff, or bring the name of the University into disrepute. iv) To prevent a nuisance to others, music and televisions must not be audible outside of your Room and You must not hold gatherings in the Room or Flat of more than is allowed for that flat (four persons for a four bed flat, five persons for a five bed flat), or in the Building without permission of Our Office of Student Affairs. If a complaint concerning noise is made and a request to reduce the level of noise is ignored, We reserve the right to remove and confiscate the equipment causing the noise.

Please note this is not a definitive list.

IF YOU HAVE ANY CONCERNS ABOUT OTHER STUDENTS CAUSING A NUISANCE OR RISKING ANYONE'S SAFETY, PLEASE TELL BUILDING STAFF AS SOON AS POSSIBLE.

9.3 The only animals allowed into the Building are as aids for a disabled person and only with Our written consent ; no other animals are allowed.

9.4. You must not interfere with Our right to enter a Room at any time to ensure compliance with this Agreement, all safety and health regulations, Our regulations, Our housing policy and to provide maintenance work or to conduct an inventory of Our property. We may also enter Your Room to check that You are complying with the terms of this Licence or if there is any indication of danger to life, health or property

9.5. Discrimination against a person's race, religion, gender, sexual orientation, marital status, pregnancy or disability by You is prohibited. It will not be tolerated and may lead to student disciplinary proceedings being instituted against You which may result in termination of this Licence Agreement.

9.6. We do not tolerate illegal drugs (their use and/or possession). You agree NOT TO USE OR BRING IN (OR ALLOW YOUR VISITORS TO USE OR BRING IN) TO ANY OF OUR PREMISES ANY ILLEGAL DRUGS OR SUBSTANCES. FAILURE TO COMPLY WITH THIS CONDITION WILL NORMALLY RESULT IN US SUMMARILY TERMINATING THIS LICENCE and the Police will usually be notified.

9.7. You will promptly furnish Us with a copy of any notice, letter, email, or other communicate You receive which may affect or relate to Our Premises. Examples include notices from the local authority or the owner or occupier of neighbouring properties.

9.8. You will not remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of Our Premises or remove, or cause damage to any of Our Property including fixtures and fittings, fair wear and tear excepted.

10. Cleanliness

10.1. You are solely responsible for keeping Your Room clean. You are collectively responsible, with other students within the Flat, for the cleaning of the common parts of the Flat. If you don't keep Your Room or the Flat to a standard which We reasonably consider proper, contract cleaning will be engaged, the cost of which will be charged to You, or if for the Flat, pro rata to You and Your fellow residents.

11. No Smoking Allowed

11.1. No smoking is permitted on Our Premises including all common areas, kitchens, Rooms, courtyards and areas near to building entrances. If you smoke in any of these areas Your Licence may be terminated. This applies to any smoking including vaping, cigarettes, cigars, pipes, snuff, chewing tobacco, shisha pipes,

water pipes and other smoking paraphernalia. If You smoke inside our Premises You risk having Your Licence terminated and You will be liable for the cost of any specialist cleaning services and redecoration costs etc as We may reasonably in our sole opinion consider necessary.

12. Fire, Health and Safety

12.1. You will observe Our fire, health and safety regulations. We will immediately remove any items which We deem unsuitable or which we consider constitutes a fire, health and safety risk. Those items will be returned to You at the conclusion of this Licence.

12.1.1. You must not INTERFERE WITH, COVER OR OTHERWISE MISUSE THE FIRE FIGHTING AND SAFETY EQUIPMENT/SIGNAGE INSTALLED IN THE BUILDING, ROOM OR FLAT (OR ALLOW ANYONE ELSE TO DO SO). Any intentional or reckless interference with, or misuse of, fire extinguishers, smoke detectors, fire alarms or fire escape routes is a criminal offence under Section 8 of the Health and Safety at Work Act 1974. You risk imprisonment or a fine if found guilty in a criminal court.

12.1.2. You will report any fire or accident resulting in injury or damage to any person or part of Our building to Us immediately.

12.1.3. You undertake to familiarise Yourself with Our fire regulations from time to time and participate in any fire drill.

12.1.4. You will notify Us if you are diagnosed with a “notifiable disease” as defined by the Health Protection (Notification) Regulations 2010. A full list of notifiable diseases can be found on the Health Protection Agency’s website:

<http://www.hpa.org.uk/Topics/InfectiousDiseases/InfectionsAZ/NotificationsOfInfectiousDiseases/ListOfNotifiableDiseases/>.

12.2. You agree that We can levy fines upon You for any breaches of Our fire, or health and safety regulations.

13. Restrictions on what you can do

13.1. Candles, naked flames and incense sticks may not be used in any area of the building.

13.2. You will ensure that You use all electrical appliances carefully, taking care not to overload electrical wiring and ensuring that You are at all times aware of the danger of fire.

13.2.1 You will ensure that You use all electrical appliances carefully, taking care not to overload electrical wiring and ensuring that You are at all times aware of the danger of fire. Electric fires, heaters and irons must not be used in Your Room or Flat or [Building]. You will ensure that any trailing cables do not create any hazard.

14. Insurance

14.1. You must not do anything that may invalidate any insurance policy held by Us.

14.2. Insurance for Your personal possessions is NOT included in the Licence Fee. Please see the Office of Student Affairs who may be able to provide assistance in finding a private policy that may work for you.

15. Security

15.1. You will abide by all Our security arrangements such as

- a) closing gates and doors behind You,
- b) not “tail-gating” behind others,
- c) Closing and locking doors and windows if leaving Your Room or Flat unoccupied.

15.2. You will endeavour to report suspicious circumstances such as possible intruders to your Resident Advisor or Resident Director.

Part D: Specific Items

1. Access Hours

You are free to enter and leave the building whenever you wish. The University does not operate a curfew, but we do ask that you be mindful of disturbing others during unsociable hours.

2. Keys and Access

You may not duplicate any keys issued to You and must report any loss of keys, entry cards etc. to Reception. You will be liable for the cost of replacing the same if any become lost damaged or destroyed. Your keys are for your sole use and must not be loaned to any third party.

All keys, entry cards, fobs etc must be returned to your Resident Advisor or Resident Director on vacating the Premises.

3. Access

We retain master keys to Your Room and Flat. We will use these to gain access to make periodic checks, make repairs, clean the room (where appropriate), etc. You must not interfere with Our right to enter Your Flat or Room at any time to ensure compliance with all safety and health regulations, University regulations, or housing policy and to provide maintenance work or to conduct an inventory. We may also enter Your Flat and Room to check that You are complying with the terms of this Licence or if there is any indication of danger to life, health or property.

Part E: Licence Fee and other charges

1. You will pay the Licence Fee in full without deduction and in advance instalments as follows. Payments are due on 1 August for Fall, 1 December for Spring and 1 May for Summer Session. Please note the Fee instalment plan is a concession offered by the University and is not linked to term/semester dates. International students who do not have a UK bank account may pay via transfer noting this may incur additional charges which are not to be deducted from the total Fees due and are payable by You. If the direct debit or transfer payments are not completed and accepted by the communicated due dates, payment in full of all Fees for the Term may be required after 10 days of request.

2. You must pay us a deposit of £250 as set out in your accommodation offer letter (“the Deposit”). Please note We can only pay refunds to the person who actually paid the Deposit in order to comply with money laundering legislation. If You owe Us any money this will be deducted from the Deposit before any refund is made.

3. Failure to pay the Deposit by the closing date of the offer set out in your accommodation offer letter, or if the Deposit is dishonoured, will mean Your offer of a Room is withdrawn without liability on Our part. All deposits are payable to “Richmond University” and will be banked immediately.

4. You will lose all or part of Your Deposit, at Our discretion:

4.1 If You don’t take up occupation of Your Room on the start date specified above or as compensation for any cleaning charges or loss or damage to the Room, Flat or Premises.

4.2 If charges for loss, damage or cleaning exceed your Deposit, You will be required to top up the Deposit to the original £250. If charges for loss, damage or cleaning exceed £250 the whole Deposit will be forfeited and You will be invoiced for the excess amount and, in addition, an amount of £250 must be paid to top up the Deposit. If the balance of the Deposit falls below £0 and You don’t make payments to top it up, We will treat You as a debtor and take steps to recover the debt and any associated costs.

4.3 Any failure to pay, or the dishonouring of Deposit payments, will generally result in Us ending Your Licence, and beginning legal proceedings for eviction and debt recovery (please note that We have the right to end this Licence if you commit a serious breach of this Licence).

5. Additional Charges

The University may (without prejudice to its other rights and remedies under the Licence) levy the following charges and penalties

Letting you into your Room if You do not have your keys £20

Room Changes £20

Lock changes due to loss of keys £75

Replacement Room Key £25

Failure to hand in keys at end of contract £50

Communal rubbish removal £25

Bathroom & Toilet clean £25

Kitchen Clean £50

Standard Room Clean £25

Replacing fire signs removed by You £100*

Replacing or Unlocking window restrictor £100*

Abuse or letting of fire extinguisher by You £100*

Covering or removing a smoke detector £100*

Interference with fire doors £100*

Replacement fire blanket £100*

Replacement break glass £100* minimum charge

Failure to evacuate building or re-entering the

building in a fire drill before the all clear is given £100*

* Minimum Charge

Inventory

1. You must complete and sign an electronic Inventory Form within 24 hours after occupancy.

Part F: Legal

1. Liability

We will not be liable for any loss of or interruption to Your occupation of the Room or provision of any facilities associated with the Room, Flat or Building arising as a result of any matter beyond Our reasonable control.

2. Licence status

This Licence to occupy does not create a tenancy.

3. Force Majeure

Neither You nor Us will be responsible to each other for any delay/failure to perform any of our respective obligations under this Licence due to a Force Majeure Event, A Force Majeure Event means acts/events/omissions/accidents beyond the reasonable control of either You or Us, including (but not limited to) Acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, terrorist attack, civil war, riots, nuclear/chemical/biological contamination, pandemic, mandatory compliance with any law, or strikes/industrial action.

4. Non Compliance

Any delay by You or Us in enforcing any rights under this Licence is not a waiver of those rights unless agreed in writing.

5. Invalidity

If any one or more of the Licence terms is found by a Court of competent jurisdiction to be invalid, the other provisions shall remain in force.

6. Entire agreement

This Licence is the whole agreement between Us and You and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

7. Third party rights

The rights and obligations under this licence are personal to Us and You and are not intended (save where expressly mentioned) to confer rights or benefits upon any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply

8. Law and jurisdiction

This License shall be governed by English law under the exclusive jurisdiction of the Courts of England & Wales.

Part G: Complaints Procedures

We will deal with all queries and complaints as quickly and informally as possible to endeavour to find practical solutions to day-to-day problems of communal living. Where this is not possible you may have recourse to the Students Complaints Procedure available on our website.

IMPORTANT NOTE: In signing this License to Occupy, you must also agree to abide by the **Student Code of Conduct & the University's Payment Terms & Conditions**. Both documents are available on [the University's website](#).