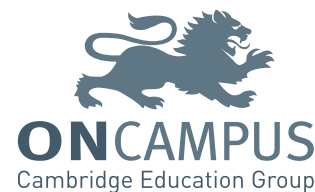


# ONCAMPUS ACCOMMODATION TERMS AND CONDITIONS - UK & LUND



## Accommodation - Terms and Conditions

By signing below and returning this document, you and ONCAMPUS enter into a legally binding agreement and understand to be bound by its terms. It is therefore important that you read these terms and conditions before you accept our offer of a place in ONCAMPUS Accommodation

• **signature by the Student's Parent(s) where the Student is an Under 18 Student.**

In such cases, the Student is not a Signatory in these Terms and Conditions. Instead, the Student will also be required to acknowledge these Terms and Conditions where indicated on the Acceptance Form.

### 1. ABOUT THESE TERMS AND CONDITIONS

**1.1** Please read these Terms and Conditions carefully. They set out the terms and conditions on which we provide educational services to the Student.

**1.2** It is important that the Signatory (and the Student if different) read these Terms and Conditions before accepting our offer of a room in ONCAMPUS Accommodation.

**1.3** The Terms and Conditions apply throughout the Student's stay with the Centre including where changes are made to the Student's course of study (of whatever description) or Accommodation.

### 2. THE CONTRACT

**2.1** These Terms and Conditions (as in each case may be varied from time to time) form the terms of a legally binding agreement (the "contract") with ONCAMPUS. The contract applies for the length of the Student's course of study at ONCAMPUS.

**2.2** The parties to the contract are the Centre and each Signatory who has signed the Acceptance Form.

**2.3** The Acceptance Form sets out the requirements for acceptance of our offer and signature requirements. In particular we require:

• **signature by the Student where the Student is an Over 18 Student.** In such cases references to the "Signatory" and the "Student" in these Terms and Conditions will refer to the same person (i.e., the student being admitted to the Centre); or

**2.4 Agents must not sign the Acceptance Form on behalf of a Student or Parent.**

**2.5 Important** – each Signatory is liable for and must ensure that all of the Fees are paid to the Centre. This is because our contract applies to each Signatory together and each Signatory on his or her own. Each Signatory has an individual responsibility to ensure that the Fees owing to the Centre are paid. In practice this means that if Fees have not been paid to the Centre then, in order to recover the outstanding payments, the Centre can seek payment of the full amount outstanding from any Signatory or over 18 Student, or each Parent who has entered into the contract because the Student was, at the start of the course, under the age of 18.

**2.6** We will send information (e.g., Centre reports) about the Student to the individual(s) nominated to receive such information. In this case any communication from or to the nominated person(s) will be treated as having been given to, or on behalf of, all Signatories. Regardless of whether a representative has been nominated (or who has been nominated), we may also share information with the Parents of Under 18 Students (and including where the student has turned 18 after the first day of term), where we consider sharing such information is in the Student's best interests.

### 3. PAYMENT

**3.1** We will invoice for Accommodation Fees termly (or semesterly) in advance. Fees are due **at least thirty (30) days before the start of the relevant term** (or semester) we refer to this as the "due date".

**3.2** A damage deposit must be paid to secure the accommodation and any breakages or damages

incurred will be deducted from this deposit.

**3.3** We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**Non-payment of accommodation fees could also result in the student being asked to leave University Residence (whereupon this Agreement shall be terminated).**

**3.4** The Signatory will be responsible for reasonable costs and expenses incurred by the Centre in the recovery of any outstanding Fees due, including reasonable legal costs (being costs that would be allowable by the courts if judgment were made in the Centre's favour).

#### **4. THE STUDENT MUST:**

**4.1** Provide advance notice of expected arrival details to **ONCAMPUS** Accommodation [livein@oncampus.global](mailto:livein@oncampus.global) or Admissions [admissions@oncampus.global](mailto:admissions@oncampus.global) upon receipt of their visa and before their arrival. This is required to ensure detailed arrival preparation and induction to the Building.

**4.2** Upon arrival at the Accommodation, students must show **ONCAMPUS** their passport (or ID card if they are resident in the EU). **ONCAMPUS** will copy it and return the original to them. **It is the student's responsibility to inform ONCAMPUS of any changes to personal information.**

**4.3** In the event of a student losing their room key/ card they must as soon as is reasonably practicable report the loss to the Accommodation reception and **ONCAMPUS** Centre.

**4.4** Students must report general day to day maintenance problems such as a leaking tap or a heating issue to the accommodation reception.

**4.5** As a resident you must ensure that you do not do anything which causes an adverse impact on the health, safety, wellbeing or academic progress of yourself or others.

**4.6** Comply with the Accommodation Rules, as amended from time to time. The Student must also comply with **ONCAMPUS's** reasonable instructions, requests and directions in relation to the

Accommodation, the Communal areas, the building and/or their use of them.

**4.7** Not sublet the accommodation, or allow other students to live in the rooms without formal permission from and prior written consent of **ONCAMPUS**.

**4.8** All residents are responsible for keeping their accommodation clean and tidy by wiping down surfaces and removing rubbish from the premises.

**4.9** All communal areas including stairwells, passageways, and exits must be kept clear at all times. Any personal belongings must be stored in study bedrooms in a tidy manner.

**4.10 Overnight guests under the age of 18 are not permitted.**

**4.11** Residents are responsible at all times for the conduct of their visitors and guests.

**4.12** Smoking is prohibited in any building or within 4 metres of any building to prevent smoke being blown through open windows.

**4.13 Illegal substances are strictly prohibited at all ONCAMPUS Centres and Accommodation.**

**4.14** You should be aware that breaches of our smoking policy and misuse or damage of fire safety equipment (including covering smoke sensors, alerting devices, extinguishers, etc.) can breach both criminal law and University Accommodation rules and will be dealt with appropriately.

**4.15** Every resident should know the whereabouts of the fire exit, escape route and alarm point nearest to his/her room and will be required to take part in fire drills.

**4.16** Students must ensure that their Accommodation is vacated, left clean and tidy and all belongings are removed at the end of the tenancy period.

#### **5. THE ACCOMMODATION**

**5.1** The size, shape and contents of the Accommodation may vary and rooms shown during viewings and any pictures or plans shown on **ONCAMPUS's** brochures or website are simply examples of the types of rooms offered.

## 6. MOVING ACCOMODATION

ONCAMPUS reserves the right to vary room allocations both prior to and after arrival as necessary for the purposes of good management of the residences.

## 7. EXTENDING ACCOMMODATION CONTRACT

A new Agreement will be required for each course undertaken at ONCAMPUS. Should the Student wish to extend the tenancy period, **one term's notice must be provided** to ONCAMPUS [livein@oncampus.global](mailto:livein@oncampus.global), in writing by the Student (but ONCAMPUS shall be under no obligation to agree to the Student's request for an extension and will dependent upon availability).

## 8. RESPONSIBILITY FOR LOSS AND DAMAGE

**8.1** The Student will be responsible for any damage or loss caused to the Accommodation, its Contents or the Communal Areas. ***Damage to communal areas within shared flats will be charged equally to all students unless responsibility is accepted by individuals.***

**8.2** The Student must reimburse ONCAMPUS for reasonable costs associated with repairing or making good any damage or loss for which the Student (or his/her visitors) is responsible.

**8.3** Unless we have been careless or otherwise at fault, ONCAMPUS is not responsible for loss or damage to the Student's personal property.

**8.4** We strongly advise you to purchase adequate insurance to cover any loss or damage to personal property and organise the correct amount of cover accordingly. **Please note that uninsured losses cannot be recovered.**

## 9. CANCELLATION (before the start of term/ semester)

Once the Student has signed and returned this Agreement, ONCAMPUS will reserve a space within the Accommodation, and may have to decline other students applications. This means that the cancellation of the Accommodation after it has been accepted causes losses to ONCAMPUS.

**9.1** The following consequences shall then apply, depending on when written notice of cancellation is received by the Accommodation Team [livein@oncampus.global](mailto:livein@oncampus.global);

**9.1.1** The Signatory has the right to change their mind within fourteen (14) days (the "cooling off period"), starting from the day after we receive payment of the Accommodation fee. In this event, all Fees paid will be refunded. The signatory must make a statement of cancellation to us in writing to [livein@oncampus.global](mailto:livein@oncampus.global). No cooling off period applies if the Student has started the course and/or started occupying the Accommodation and **the full year of Accommodation Fees, will be payable (as per booking confirmation).**

**9.1.2** If cancellation is due to a visa refusal. Please refer to our refund policy: [www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.htm](http://www.cambridgeeducationgroup.com/about-us/ceg-refund-policy.htm). Full written details including evidence of refusal will be required as a condition of such refund.

**9.1.3** When a Student's start date is deferred and then their place is subsequently cancelled, this will be considered as **less than fourteen (14) days' notice.**

## WITHDRAWAL / CANCELLATION (AFTER MOVING IN)

**9.2** It is not possible to withdraw from Accommodation mid-year and therefore full Accommodation Fees will be due for the remainder of the relevant current academic year. The limited exception to this is where the Centre actually fills the specific vacancy in the Accommodation created by the Student's withdrawal, in which case the amount of Accommodation Fees due will be amended to reflect the Centre's administrative costs or a reasonable estimate of those costs plus pro-rata Accommodation Fees for any period when the allocated Accommodation was vacant.

**9.3** ONCAMPUS is unable to refund or reduce Accommodation Fees when the Student is absent due to illness or injury or other emergency, or change in personal circumstances. We therefore strongly recommend arranging adequate insurance to provide cover for the refund of fees in such cases. Please contact [admissions@oncampus.global](mailto:admissions@oncampus.global) if you would like details of our insurance cover.

**9.4** An administration fee of £50 will apply to transfer the tenancy agreement processed by ONCAMPUS. (as above in 9.2). Tenancy agreements cannot be transferred to non-ONCAMPUS students or ONCAMPUS students who already have a tenancy agreement with ONCAMPUS.

## 10. ACCOMMODATION FOR UNDER 18's

**10.1** Any Student under the age of 18 must live in Accommodation provided by **ONCAMPUS**. Click [here](#) to access the Under 18's Accommodation Policy.

**10.2** Students under the age of 18 who arrive at the Centre without any Accommodation arrangements in place will be allocated a room in **ONCAMPUS** Accommodation (where possible) or approved alternative Accommodation and charged for the room.

**10.3** **ONCAMPUS** does not provide 24-hour supervision throughout the day or at the weekends in the student Accommodation.

**10.4** **ONCAMPUS** ensures that under 18 students are grouped and housed together, it is possible that students over 18 (adults) may also choose to live in these residences.

## 11. DAMAGES TO PROPERTY, AND FINES

**11.1** The Signatory is responsible for the cost of any breakages, loss or damage caused by the Student to the premises in which the Student is being taught or is living. Breakages, loss or damage in shared areas are considered the joint responsibility of the Students in occupation, and will be recovered as such, unless an individual Student admits personal responsibility (or we believe it is a particular individual on the balance of probabilities).

**11.2** The Centre may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations. Please refer to the Student Handbook for further information.

## 12. TERMINATION

**12.1** This Agreement will automatically terminate upon the expiry of the tenancy period.

**12.2** **ONCAMPUS** may terminate this Agreement, with full fees for the tenancy period still due (and require the Student to vacate the Accommodation) earlier upon written notice. and with immediate effect if:

**12.2.1** all or part of the Accommodation Fees or any other payment under this Agreement are unpaid and the Accommodation Fees or payment have been outstanding for **twenty-eight (28) days**;

**12.2.2** the Student has committed a serious breach of the terms of this Agreement

**12.2.3** **ONCAMPUS** reasonably believes the Student's behaviour or health poses a risk to himself, herself, other Students or staff

**12.2.4** the Student ceases to be enrolled on a course at **ONCAMPUS** (whether through withdrawal, expulsion or otherwise)

**12.2.5** the Student loses his or her immigration status and no longer has the right to live and/or study in the United Kingdom.

## 13. DATA PROTECTION

**13.1** The Centre will process personal data in accordance with General Data Protection Regulation and the Data Protection Act 2018 and other related legislation. We will process such personal data as set out in the Centre's Privacy Policy which is available on the Centre's website at [www.cambridgeeducationgroup.com/about-us/privacy-policy.htm](http://www.cambridgeeducationgroup.com/about-us/privacy-policy.htm) (and as it may be amended from time to time);

**13.2** in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and to perform our obligations under this contract, and where otherwise reasonably necessary for the Centre's purposes.

**13.3** If you have any queries about how we process your personal data, please contact the Data Protection Officer on [DPO@ceg-uk.com](mailto:DPO@ceg-uk.com).

**13.4** If information we hold or circumstances relating to the Student or Parent changes during the period of the Contract, we must be updated immediately. This includes contact information, medical information and immigration information. **ONCAMPUS** may, if deemed necessary share student medical information with staff at partnered accommodation providers.

**13.5 UK Only:** **ONCAMPUS** will comply at all times with our obligations under the DPA and the GDPR (from 25th May 2018) in relation to the student's personal data.

## 14. OTHER IMPORTANT TERMS

**14.1** Questions and complaints about the accommodation booking should in the first instance be referred to Pre-Arrival Support at ([livein@oncampus.global](mailto:livein@oncampus.global)).

**14.2** Once this Agreement ends, it will not affect any

legal rights or obligations that may already have arisen. After this contract ends, we will keep any rights we have under general law.

**14.3** If the Student does not leave or vacate the Accommodation where **ONCAMPUS** has a legal right to require the Student to leave or vacate the Accommodation, **ONCAMPUS** may apply for a court order requiring the Student to leave, including a claim for the costs **ONCAMPUS** incurs (including reasonable legal fees and lost fee income).

**14.4** If **ONCAMPUS** chooses not to enforce any part of this Agreement, or delays enforcing it, this will not affect **ONCAMPUS**'s right to enforce the same part later (or on a separate occasion) or the rest of this Agreement. And, if **ONCAMPUS** cannot enforce any part of this Agreement, this will not affect **ONCAMPUS**'s right to enforce the rest of this Agreement.

**14.5** **ONCAMPUS** may make changes to **ONCAMPUS** (including changes to the legal entity that owns and runs **ONCAMPUS**) or may amalgamate **ONCAMPUS** with another legal entity. In order to do this, **ONCAMPUS** may transfer the undertaking of **ONCAMPUS** to another person or organisation.

**14.6** **ONCAMPUS** will notify the Student if this is planned and will ensure that the transfer will not affect the Student's rights under this Agreement. **ONCAMPUS** may transfer its rights and obligations under this Agreement in connection with any such transfer and/or amalgamation.

**14.7** It is not intended that any term of this Agreement confers a benefit on any person who is not a party to it.

**14.8** The contract between us is governed by English Law and legal proceedings in respect of this contract must be brought in the English courts.