



Prifysgol Cymru
Y Drindod Dewi Sant
University of Wales
Trinity Saint David

RESIDENTIAL TERMS AND CONDITIONS

2018/19

RESIDENTIAL TERMS AND CONDITIONS

This Licence Agreement consists of:

1. The Residential Terms and Conditions;
2. The Licence Agreement front sheet; and
3. The University Regulations

This Licence Agreement is a legally binding contract between the Student and the University and will come into effect at the date you are issued with the key for your accommodation when it will become legally binding. Your period of residence will not commence until the Licence Period as stated in the Licence Agreement front sheet. If the Student breaches their obligations in this Licence Agreement the University has a variety of remedies (including under civil or criminal law) and potentially may terminate this Licence early and/or take disciplinary action (in accordance with the provisions set out below).

Before entering into the Licence Agreement, the Student should read the Residential Terms and Conditions,, the Licence Agreement front sheet and the University Regulations (together “**the Licence Agreement**”) to ensure that they fully understand the terms, conditions and obligations forming the Licence Agreement.

1. DEFINITIONS AND INTRODUCTION

- 1.1 Wherever in these Residential Terms and Conditions and Licence Agreement the following words appear they shall (where the context allows) have the following meanings:-

“Study Bedroom”	means Standard Study Bedroom (Catered or Self-Catered) or En-Suite Study Bedroom (Catered or Self-Catered) in the Premises as confirmed in the Licence Agreement front sheet
“Accommodation”	means the Halls of Residence whether it be in the Study Bedroom or Communal Areas of the building.
“Accommodation Department”	means Accommodation Officers on the Swansea and Lampeter Campuses, and the Accommodation Manager on the Carmarthen Campus.
“Bond”	means the sum of £250 paid upon return if the signed Licence Agreement front sheet and held in accordance with clause 5 of these Residential Terms and Conditions.
“Common Parts”	means such areas as are designated from time to time in common with other residents, including but not limited to shared kitchen areas and communal lounges allocated to the Accommodation.

“Christmas Carmarthen & Swansea Christmas Lampeter”	The period from 15 December 2018 to 6 January 2019 The period from 20 December 2018 to 6 January 2019
“Easter – Carmarthen & Swansea Easter – Lampeter”	The period from 6 April 2019 to 28 April 2019 The period from 12 April 2019 to 12 May 2019
“Fire Regulations”	As included within the Guide to Residential Living
“Licence Agreement”	means the Residential Terms and Conditions, the Licence Agreement front sheet and the University Regulations.
“Licence Agreement front sheet”	means the document accompanying these Residential Terms and Conditions, setting out the particulars of the Accommodation and fees payable and called the Licence Agreement front sheet.
“Licence Period”	means the period defined and set out in the Licence Agreement
“Licence Fee”	means the fee for the Accommodation defined and set out in the Licence Agreement comprising the Christmas Term Payment, Easter Term Payment and Summer Term Payment.
“Payment Days”	means the payment days as specified in the Licence Agreement as the Christmas Term Payment, Easter Term Payment and Summer Term Payment.
“Premises”	means any hall of residence or other building or block in which Accommodation is provided by the University and comprises but is not limited to the Accommodation and the Common Parts.
“Resident”	means you, the occupier of the Accommodation under the terms of the Licence Agreement.
“Student”	means a student of the University of Wales: Trinity Saint David enrolled on a full or part time course
“Terms and Conditions”	means the terms and conditions contained herein.
“University”	means us, the University of Wales Trinity Saint David.
“University Regulations”	means:- Academic Quality Handbook 2018/19 SE1: Student Code of Conduct Student Disciplinary Policy (Non-academic Misconduct) Student Harassment and Bullying Policy Fitness to Study Policy Fitness to Practise Policy

Information Technology and Systems: Acceptable Use Policy
together with any variations

“Working Day” means days during which University administrative staff work, and is all days excepting only weekends, Bank Holidays and certain other public and discretionary days, as notified.

1.2 In these Residential Terms and Conditions unless the context otherwise requires:

1.2.1 Words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;

1.2.2 The headings to the clauses are for convenience only and shall not affect the construction of each clause.

1.2.3 All documentation policies and procedures where not set out in this document are contained on the University intranet.

2. PROVISION OF ACCOMMODATION

2.1 Accommodation is provided for the Licence Period for the weeks as set out in the Licence Agreement. The Licence Period may be extended to cater for the needs of certain individuals, e.g. care leavers, course dates variations but any such arrangement is entirely at the discretion and express agreement of the Accommodation Department.

2.2. To be eligible for Accommodation, University of Wales Trinity Saint David or Coleg Sir Gar Students must be enrolled on a course with the University or College.

2.2 The Resident must at all times observe the Residential Terms and Conditions.

2.3 A Resident may remain in residence over Christmas and Easter. No Licence Fee rebate will be made for any period over Christmas and Easter (or otherwise during the Licence Period) when the Accommodation remains unoccupied.

2.4 The Licence Fee is payable for the whole of the Licence Period:-

2.4.1 No Resident is entitled to a remission of the Licence Fee even though the Resident may have vacated the Accommodation before the end of the Licence Period. If the Resident is able to provide a suitable applicant, who is a registered Student (which the University approves, at their discretion) as a replacement occupier for the Accommodation, then the University may waive the Licence Fee for the remainder of the Licence Period from the time the new occupant moves into the Accommodation and enters into a new Licence Agreement, subject to a reasonable charge to cover the actual administration costs associated with the preparation of a new Licence Agreement.

2.4.2 The Licence Fee shall remain payable for any time within the Licence Period during which a Resident is suspended from the University under the University Regulations. The Licence Agreement will continue unless it is terminated in accordance with

clause 17.1.4. If the Licence Agreement is terminated for any reason, the Licence Fee shall remain payable for the Licence Period, or until the University, finds an alternative occupier for the Accommodation.

- 2.5 The Resident is not permitted to transfer the rights under the Licence Agreement or (subject to clause 2.8) permit or allow any other person to occupy or share occupation of the Accommodation.
- 2.6 The Accommodation can be used for private residential purposes only. The Accommodation should not be used for any business, political, illegal or immoral use or purpose whatsoever.
- 2.7 All Residents will share the Common Parts and the Residents have non-exclusive possession of such areas.
- 2.8 Students with disability or medical related accommodation requirements are asked to contact the Disability Services Administrator at the University to discuss their needs and concerns prior to arrival or at any time during their Course. The DSA is located within the Student Services Team at your campus.
- 2.9 Students are required to notify the Accommodation Office of any temporary or permanent disability which may affect them, so that the necessary assessment may be made as to whether any adjustments are required with regard to accommodation.

3. LICENCE FEE

The Resident is required to make payment of the Licence Fee on or before the due dates as indicated on the Licence Agreement front sheet.

The University will not refund any part of the Licence Fee, unless provided for under clause 15.2.2, 17.3.1 or 17.3.2 below.

4. NON PAYMENT OF FEES

- 4.1 The University may terminate this Licence Agreement in accordance with clause 17.1.2 if the Resident fails to pay the Licence Fee by the due dates indicated on the Licence Agreement.
- 4.2 Under the University Regulations, the University will not offer accommodation for a further period of residence to a Student who has a University debt. This is in accordance with Financial Regulations Volume 2 Financial Management and Control.

5. BONDS

- 5.1 The Resident is to pay the Bond to the University on the signing and return of the Licence Agreement which constitutes acceptance of its terms.
- 5.2 The University will hold the Bond.
- 5.3 The Bond is to be refunded to the Resident no later than 28 days after the Resident has vacated the Accommodation at the end of the Licence Period.
- 5.4 Before refunding the Bond, the University may make any reasonable deductions from the Bond to cover:
- 5.4.1 any unpaid Licence Fee;
- 5.4.2 the reasonable cost of remedying breaches of any of the Resident's obligations under the Licence Agreement, including but not limited to damage caused by the Resident to University property or any cleaning of the University property arising from the Resident's actions or inactions (other than damage caused by the University's negligence or that of its staff) including a fair and reasonable proportion of such cost where the perpetrator(s) cannot be identified (and the University will use reasonable endeavours to so identify) and where the Resident can prove that the Resident was not in the Accommodation at the time the damage was caused, in accordance with the University Regulations; and
- 5.4.3 any amount equal to the Licence Fee, calculated on a daily basis, for the Resident's use and occupation of the Accommodation if the Resident fails to vacate on the date on which the Resident should have vacated the Accommodation.
- 5.5 For those Residents continuing in University Accommodation the Bond will be carried forward for the next licence period under that licence agreement. If the Resident does not notify the Accommodation Department that they will not be returning to halls the following year by 31 August 2018, and a signed Licence Agreement is held for Accommodation for the next licence period, then the Bond will not be refunded. It is the obligation of the Resident to ensure that the Accommodation Department are notified that their Accommodation will no longer be required.
- 5.6 Any invoices raised during the Licence Period must be paid by the Resident within 14 days from receipt of the invoice.

6. PROVISOS AND DECLARATIONS

The University is a specified educational institute within the meaning of the Housing Act 1988, Schedule 1, Part 1, Paragraph 8 and the Resident is pursuing or intends to pursue a course of study provided by the University and to enable the Resident to do so the University is providing the Accommodation for the Resident in the Premises. This means that the Licence Agreement does not have the legal protection set out in the Housing Act 1988, as amended which means that you have no right of occupation past the end of the Licence Period

7. GOVERNING LAW AND ENFORCEABILITY

- 7.1 This Licence Agreement is governed by the law of England and Wales. This means that any dispute or claim arising out of or in connection with it will be governed by the laws of England and Wales.
- 7.2 The Resident and the University agree that the courts of England and Wales will have non-exclusive jurisdiction, but if you are a resident of Northern Ireland you may bring proceedings in Northern Ireland, or if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 7.3 If any provision of this Licence Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 7.4 This is a contract between the Resident and the University. This means that no one can enforce any rights or obligations under the Licence Agreement other than the Resident or University.

8. CONDITIONS OF OCCUPATION

8.1 FIRE HAZARDS

- 8.1.1 Smoking or vaporising is strictly forbidden within the halls of residence, this includes all Common Parts.
- 8.1.2 Candles, incense, oil burners and any flammable material and containers are strictly forbidden anywhere within the halls or residence.

8.2 CHEMICAL SUBSTANCES, DRUGS AND WEAPONS

Potentially dangerous chemical substances, illegal drugs or weapons must not be taken into any Accommodation. It is both a criminal offence and offence against University Regulations to possess, supply, consume and/or deal in drugs, or to possess or supply weapons. A very strict anti-drugs policy is operated on the Premises and at the University. Any Resident found possessing, consuming and/or dealing drugs and/or in possession of items related to drug taking or in possession of weapons will be disciplined under University Regulations and disciplinary procedures and will also be reported to the Police.

8.3 HEALTH AND SAFETY

- 8.3.1 Residents must be aware of the Fire Regulations and evacuation procedure. This can be found in the Guide to Residential Living. All fire doors must be kept closed; fire equipment (including alarms and smoke detectors) must never be tampered with. **Any use of fire equipment, for whatever reason, must be reported to the Accommodation Department.**

Residents must evacuate the building when the fire alarm sounds and make their way to the assembly point.

- 8.3.2 Residents will be charged for any extinguishers that are unnecessarily discharged, broken seals, or for any damage to any other equipment. Additionally, under this Licence Agreement and the Fire Regulations it is a serious offence to tamper with any fire or safety equipment and may lead to proceedings under the Fire Regulations (these can be found in the Guide to Residential Living). **It is a criminal offence to tamper or misuse any fire safety equipment. It is the resident's responsibility to notify the Accommodation Team of any damage to the fire safety equipment.**
- 8.3.3 Main block doors, flat doors, kitchen doors and lounge doors must not be wedged or propped open as they are designed to reduce fire and smoke risk.
- 8.3.4 Bedroom doors should be locked when room is unoccupied.
- 8.3.5 Residents must not bring bicycles, motor bikes / scooters or any part of a vehicle into the Premises. This is to comply with Fire Regulations. Bicycle stands are available for use by Residents.
- 8.3.7 Multiple electric sockets and multi plugs must not be used in the Accommodation, without permission of the Accommodation Department.
- 8.3.8 Heating or cooking appliances except those provided by the University must not be taken into Study Bedroom without the prior written approval of the Accommodation Department (not to be unreasonably withheld). If any item is discovered during inspections, which have not received such approval, then these must be removed immediately. If following request to move the items they are found again, then the Accommodation Department will remove the items and retain them until Licence Agreement ends (unless the Student requests the return of such items and gives an undertaking to remove the items from the campus within an agreed timescale. Electric kettles and toasters are not to be kept or used within the Study Bedroom. **Deep fat frying is strictly not permitted anywhere in the Premises (including kitchens).** Cooking within the Study Bedroom is not permitted.
- 8.3.9 Residents have a duty to be mindful of the safety of others who may need to enter the Accommodation and Premises. Residents must ensure they do not do anything which could cause harm to any other person entering the Accommodation and Premises (for example, trip hazards, electrical hazards)..
- 8.3.10 BBQs are only permitted to be used after having first obtained written consent of the Accommodation Department. The Resident must only use a BBQ in the area specifically designated for their use (as advised by the Accommodation Department), and in accordance with the reasonable directions imposed by the Accommodation Department and University.

8.4 FAULT REPORTING

It is the students' responsibility to report maintenance issues through the applicable reporting mechanism which can be found in "MyDay" – tile entitled "Property Services Helpdesk". The University accepts no responsibility for any loss, damage, expense or inconvenience caused by any delay in reporting such defects.

8.5 DAMAGES

Residents will be charged the reasonable cost of any loss, theft or damage to University property including all items of University property shared with other Residents and for which the damage, loss or theft cannot, using reasonable endeavours, be attributed to any particular Resident, (the University having undertaken reasonable investigations), unless the Resident can prove that they were not in the Accommodation when the loss theft or damage was caused.

Any theft or loss of University property or damage caused to the Accommodation or Common Parts (fair wear and tear excepted), which cannot be attributed to a particular Resident, (the University having undertaken reasonable investigations) will be apportioned equally amongst the Residents who are key holders to the part of halls, or Accommodation concerned (unless the Resident can prove that they were not in the Accommodation when the loss theft or damage was caused). Any charges will be applied in accordance with the University's Financial Regulations.

List of standard charges are provided within Schedule 1.

8.6 NOISE

Levels of noise which are audible outside of the Accommodation that cause a nuisance may be, at the reasonable discretion of the Accommodation Department, considered as a material breach of these Residential Terms and Conditions. Residents are permitted to bring their own radios, CD players, personal computers and musical instruments (with the exception of drum kits and pianos) into the Accommodation, but this permission will be withdrawn immediately from any Resident who causes noise or inconvenience to others. Noise should be kept to a minimum especially between the hours of 11.00pm and 8.00am.

Residents must be considerate to others living in halls and not shout, make or cause loud and disruptive noises while living on campus.

For the avoidance of doubt, this clause is applicable not just within the Accommodation, but also within the Premises and surrounding areas.

8.7 BEHAVIOUR

8.7.1 Every Resident must be considerate of all neighbours and fellow residents and their enjoyment of their Accommodation. Antisocial behaviour will not be tolerated.

8.7.2 Residents must follow proper instructions given by any member of University staff and hall wardens who are on duty and who identify themselves. This is particularly important in respect of any instructions given in the event of fire or any emergency, but includes reasonable instructions the intention of which is to require Residents to cease making noise or to comply in any other matter of behaviour.

8.7.3 Any Resident who in the reasonable opinion of the University may be guilty of misconduct may, in addition to any other rights of the University, be reported and University disciplinary procedures will be invoked. Misconduct shall include, without prejudice to the foregoing, breaches of these Residential Terms and Conditions or the University Regulations-. For the avoidance of doubt incompatible behaviour is not

necessarily limited to behaviour within Accommodation or Common Parts, but could include behaviour on University premises or elsewhere, which is considered incompatible with residential occupation.

8.8 PETS

Animals, reptiles, fish, insects or birds must not be kept in any of the Premises (except where specific consent from the Accommodation Department has been provided for exception cases such as assistance dogs).

8.9 WI-FI ROUTERS

The resident must not bring their own wi-fi routers into halls, and should not enter into a wi-fi contract with an external provider.

8.10 PAT TESTING

Students must ensure that any electrical equipment they bring into halls has recently passed the Portable Appliance Test. The University will carry out sessions when students can have equipment tested **free of charge**.

8.11 ROOM INVENTORY

8.11.1 The Resident must sign and return to the Accommodation Department within 7 working days of receiving a room key an inventory of all University property and facilities in his or her Accommodation (including all shared property and facilities situated at the Premises to which the Resident has key holder access). Each and every Resident will be responsible for ensuring that at the end of the Licence Period, all items included in his or her inventory remain at the Premises.

8.11.2 A final inventory will be taken by the University at the time of leaving residences. Any damage to, or loss or theft, of any property or facilities, will be charged to all Residents who have key holder access to that part of the Premises, or Accommodation as appropriate.

8.11.3 The Resident must not nor permit the removal of University property from any Accommodation nor shall any Resident remove any University property from any Common Parts of the Premises.

8.11.4 At the end of each Licence Period the Resident must vacate the Accommodation and Premises and shall remove all personal property and leave the Accommodation and Premises in a clean and tidy condition and ensure that all University property is left at the Accommodation and Premises (including all University fixtures and fittings and University items shared with other Residents).

8.11.5 Large items of furniture, equipment, or other personal property (including white goods such as freezers, washing machines etc) may not be taken into the Accommodation or Premises.

8.11.6 The University may remove any item of furniture, equipment or other property that is not permitted under these Residential Terms and Conditions. This also includes any

items that the University in its reasonable view is a danger to the Resident, or other residents. Such items will be returned only when the owner has made arrangements to remove them from the Premises.

8.11.7 A Resident must not part with the possession of any of the contents contained within the Accommodation or Premises supplied by the University to any third party.

8.11.8 Residents must not make any alterations or repairs to the Premises or Accommodation or its structure, fabric, furniture, appliances or fittings. It is absolutely forbidden to use any part of the Accommodation or Premises for workshop activities (which must be strictly confined to University workshops only).

8.11.9 Posters must only be fixed to Notice Boards - any fixed to walls causing damage to paintwork will result in the Resident being charged the reasonable cost for redecoration of the damaged Accommodation or Premises as applicable

8.12 **GUESTS**

Guests must be signed in by texting the Warden's mobile phone, giving details of student name, room details, guest name, and length of stay. Limited to 2 nights a week and no more than 6 visits per term.

Guests must be 18 years or over.

Residents are responsible for the behaviour of their guests at all times. Misconduct (including theft) by a guest and/or visitor may be regarded as a material breach of Residential Terms and Conditions by the Resident who is being visited.

The host Resident must comply with the above requirements for the reception of guests on every occasion.

8.13 **CAR PARKING**

8.13.1 Residential students must register their cars on or before Registration Day. Any car parking fees due must be paid prior or on the day of registration. Please refer to the Guide to Residential Living for further details on parking arrangements.

8.13.2 The University reserves the right to not provide parking facilities for residential students, or to provide off campus facilities for parking for residential students. Residential student parking zones may be allocated according to year of study, location of accommodation or any other reason defined by the University. Residential student parking areas are defined within the Guide for Residential Living.

8.13.3 The University reserves the right to withdraw car parking facilities from students who are in continual breach of car parking regulations.

9. **CLEANING AND MAINTENANCE**

9.1 All Residents must clean and tidy their Accommodation and share responsibility for keeping clean and tidy the Common Parts of the Premises.

- 9.2 Without prejudice to any other clause, any Resident or Residents who persistently choose to leave their Accommodation and/or Common Parts of the Premises in an unclean, unhygienic or untidy manner may face disciplinary procedures as set out in SE1 – Student Code of Conduct.
- 9.3 The University reserves the right to remove and dispose of dirty crockery, utensils or other cooking equipment belonging to the University or the Residents and to levy a reasonable charge for cleaning.
- 9.4 If it becomes necessary for staff to carry out extra cleaning where Residents fail to clean and tidy their Accommodation, or common areas of the Premises, a charge as indicated in Schedule 1 will be levied on those to whom responsibility can be attributed or amongst the Residents if responsibility cannot be attributed (the University having made reasonable investigations).
- 9.5 If the University discovers during routine visits or inspections that these responsibilities have not been properly discharged, then a warning may be issued at the discretion of the Accommodation Department to those deemed liable for its remedy. Failure to comply with a warning will result in the University cleaning the relevant Accommodation and/or Common Parts of the Premises and charges indicated in Schedule 1 will be charged against those deemed liable.

No warnings will be issued if in the opinion of the Accommodation Department it is deemed to be a significant or serious hazard to Health and Safety.

10. **RIGHT OF ENTRY**

Unless stated otherwise, any rights of entry permitted under this clause 11 shall be at reasonable times and the University will seek to cause as little disturbance as possible and not unreasonably interfere with the Resident's privacy.

Right of entry when notice is required

- 10.1 Subject to clause 11.2 below, the University reserves the right to access and enter the Accommodation and Common Parts, with authorised visitors (where appropriate) in the following circumstances upon giving not less than 24 hours' written notice:
- 10.1.1 with authorised visitors;
 - 10.1.2 to clean, inspect and/or repair the property;
 - 10.1.3 in order to retrieve University property; and/or
 - 10.1.4 in such other circumstances which the University considers to be reasonable or where the University has reasonable reason to suspect a material breach of any of the terms of the Licence Agreement.

All requests to access and enter the Accommodation and common parties will be via e-mail and written notice at the Accommodation. In that notice the University will state the time, date and purpose of the visit.

- 10.2 All Residents are permitted to object to a request to access and enter the Accommodation in accordance with the University's Access to Residential Student Accommodation Policy. Such requests will be considered in accordance with the University's policy and confirmation as to whether access will need to take place, having reasonably considered the Resident's reasons for objection, will be confirmed to affect Residents within 24 hours of access being required.

Right of entry further to a request for repairs

- 10.3 If you report to the University the need for a repair in the Accommodation, the University has the right to enter the Accommodation to inspect and/or undertake the repair at reasonable hours of the day without having given the Resident advance notice of its visit unless, when reporting the repair, the Resident asks the University to provide them with advance notice as in 11.2 above.
- 10.4 If the Resident is not in the Accommodation when the University calls on a visit that has been arranged in advance or which arises as an result of a reported repair, or in the case of an emergency, the University may enter the Accommodation using the master keys, unless the Resident has previously informed the Accommodation Department and proposed a reasonable alternative arrangement.

Right of entry in an emergency

- 10.5 In an emergency, the University may have to gain access without notice. In this case the University will secure the Accommodation and repair any damage as a result of the forced entry. If the University has to force entry because of the Resident's neglect or misuse of the Accommodation or the Resident's failure to report repairs, the University will charge the Student a reasonable cost of having to force entry and repairing any associated damage.

11. ROOM TRANSFERS AT THE RESIDENT'S REQUEST

- 11.1 Any Resident wishing to exchange or move to an alternative room (if available) must obtain permission from the Accommodation Department. A charge of £25 will be made to cover the University's costs of cleaning the Accommodation.
- 11.2 Permission to transfer to other accommodation provided by the University will not be given if the Resident owes Licence Fees.
- 11.3 Exchanges of Accommodation between Residents must have the permission of the Accommodation Department.

12. UNIVERSITY'S RIGHT TO REQUIRE A ROOM TRANSFER

- 12.1 The University reserves the right to transfer the Resident to suitable alternative accommodation for reasonable management reasons including (but not limited to):
- 12.1.1 where the University considers that they cannot reasonably carry out necessary works to the Accommodation, the Premises or neighbouring property (whether repairs or improvements) whilst the Resident, and anyone living with the Resident, remains in the Accommodation;

- 12.1.2 where the Accommodation and/or the Premises is damaged or otherwise adversely affected, such that the University considers (acting reasonably) that it is unfit for occupation (for example, due to flood, infestation, storm, damage, plant malfunction); or
- 12.1.3 where the Licence Period includes the Christmas, Easter and/or Summer vacations and the Premises is not fully occupied over the vacation and the University decides (acting reasonably) to move the Resident to other University accommodation so that all students residing in the University over the vacation are together in the same part of the University for security reasons; or
- 12.2 where in the University's reasonable opinion, it is required to protect a Resident's well-being and/or the well-being of others and/or to prevent damage to the Accommodation and / or the Premises.
- 12.3 If the University requires the Resident to transfer:
- 12.3.1 they will give, where possible, the Resident reasonable written notice of this and give the Resident details of the similar alternative accommodation to which they will be moving. The University will also notify the Resident of the date on which they are to move to the similar alternative accommodation and the University will give the Resident reasonable notice of this date (taking into account the circumstances).
- 12.3.2 the suitable alternative accommodation will be reasonably equivalent to the Accommodation detailed in the Licence Agreement front sheet (so far as it is available);
- 12.3.3 if the fees for the alternative accommodation are higher, the University will continue to charge the Resident the original Licence Fee;
- 12.3.4 if the fees for the alternative accommodation are less, the University will charge the Resident the lower fees as from the date on which they move into the alternative accommodation;
- 12.3.5 if the alternative accommodation is not satisfactory to the Resident (acting reasonably), they have the right to terminate this Agreement in accordance with clause 15;
- 12.3.6 where the Student can produce, to the University's reasonable satisfaction a valid receipt, the University will pay any reasonable out-of pocket travel costs, that the Resident incurs by moving into the similar alternative accommodation at the University's request.
- 12.4 The Resident must vacate the Accommodation and return the keys relating to the Accommodation and Premises by the expiry of any notice served under this clause.
- 12.5 If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order that the cost of the legal action be paid by the Resident.

13. RIGHT TO TEMPORARILY SUSPEND YOUR RIGHT TO OCCUPY

13.1 In addition to our right to terminate this Licence Agreement pursuant to clause 16, we reserve the right, entirely at the discretion of the University to suspend this Agreement (instead of terminating it) upon giving you not less than four weeks' notice and require you to vacate the Accommodation immediately on expiry of such notice, in the event of a breach of your obligations under this Agreement (which includes committing a breach of the University Regulations giving rise to suspension from the University) or if we reasonably suspect you to be in breach of your obligations under this Agreement.

13.2 The University will only suspend this Agreement pursuant to clause 13.1 if, in the reasonable opinion of the University, you or your invited guests:

13.2.1 present a risk or threat to the health, safety and/or wellbeing of yourself, other residents, University staff and/or any other person and/or a threat to the reputation of the University; and/or

13.2.2 are the subject of any criminal investigations (whether or not you have been arrested and whether or not they have been concluded); and/or

13.2.3 are currently undergoing investigations by the University into an incident, and it is deemed necessary to suspend from studies until investigations are completed.

13.2.4 cause criminal damage to any property belonging to the University, other residents, University staff and/or any other person.

Any decision to suspend you will be made in accordance with the procedure set out in the University Regulations and will be subject to your right to appeal that suspension as detailed in the Regulations. For the avoidance of doubt, you will not be permitted to occupy the Accommodation until such time as any disciplinary proceedings under the University's disciplinary procedure and/or criminal proceedings (including investigations) are concluded and based on the findings of those proceedings.

14. TERMINATION OF THE LICENCE AGREEMENT BY THE RESIDENT

14.1 A Resident shall be permitted, on giving not less than 14 days written notice to the University, to terminate the Licence Agreement before the end of the Licence Period, in the following circumstances:

14.1.1 the University is in material breach of the Licence Agreement;

14.1.2 the Resident refuses to transfer to suitable alternative accommodation in accordance with clause 13; and/or

14.1.3 The Resident can find a suitable replacement student who, at the University's sole discretion, is acceptable to the University (acting reasonably) and who is not already living in the Premises to take a new agreement with the University for the remainder of the Licence Period.

14.2 On termination of the Licence Agreement by the Resident in the circumstances set out in clause 15.1, the following provisions will apply:

- 14.2.1 on termination pursuant to clause 15.1.1, the Resident will not be liable for any proportion of the Licence Fee due in respect of any period after expiry of the written notice given pursuant to clause 15.1 (subject to the Resident having vacated the Accommodation on expiry of the notice);
- 14.2.2 on termination pursuant to clause 15.1.2, the Resident will not be liable for any proportion of the Licence Fee due in respect of any period after the Resident is required by the University to vacate the Accommodation. In circumstances where the Licence Fee has been paid in advance, a pro rata refund will be payable without delay; and
- 14.2.3 on termination pursuant to clause 15.1.3, the Resident will not be required to pay the Licence Fee for the remainder of the Licence Period from the time the suitable replacement Student moves into the Accommodation and enters into a binding agreement with the University, subject to a reasonable charge to cover the actual administration costs associated with the preparation of a new licence agreement.

15 **TERMINATION DUE TO DEFERMENT, WITHDRAWAL OR EVICTION**

A student who has been granted a deferment or withdrawal from their studies or has been evicted from their halls of residence will have to vacate the University accommodation with effect from the deferment / withdrawal / eviction date. In these instances the student will be charged up to the commencement of the term following their deferment / withdrawal / eviction date, or on the return of the room keys to the Accommodation Office, whichever is the later. Any income received by the University in excess of this amount will be refunded to the student if there are no other debts to the University.

Student to supply written confirmation from Registry of withdrawal of deferment agreement.

In these circumstances a termination fee is payable, the payments will be:-

- The sum of £600 should the date of withdrawal fall within the first full fifteen weeks of the Licence Period;
- The sum of £450 should the date of withdrawal fall between the fifteenth and thirtieth week of the Licence Period;
- The sum of £300 should the date of withdrawal fall after the thirtieth week of the Licence Period.

16 **TERMINATION OF THE LICENCE AGREEMENT BY THE UNIVERSITY**

16.1 The University may terminate the Agreement at any time upon giving to the Resident not less than four week's written notice if:

- 16.1.1 the Resident stops being a Student (whether voluntarily or not), the Resident's student contract is terminated and / or if the Resident does not commence or is no longer pursuing a course of study at the University (including a deferment of studies at the request of the Resident).

- 16.1.2 if at any time the Licence Fee or any other payments due from the Resident are overdue by 21 days.
- 16.1.3 the Resident is in material breach which includes serious persistent breach of any of these Residential Terms and Conditions.
- 16.1.4 the Resident is in breach of the University Regulations which has resulted in a suspension from the University.
- 16.1.5 if in the University's reasonable opinion the Resident or his or her guests present a risk or threat to the health, safety and/or wellbeing of the Resident, other residents, University staff and/or any other person and/or a threat to the reputation of the University; and/or
- 16.1.6 if the Resident is the subject of any criminal investigations (whether or not he or she has been arrested and whether or not they have been concluded); and/or
- 16.1.7 if the Resident or his or her guests cause criminal damage to any property belonging to the University, other residents, University staff and/or any other person;
- 16.1.8 the University is unable (for reasons outside of its control) to continue to provide the Accommodation to the Resident or if the Accommodation is not suitable for the Resident having regard to the Resident's circumstances.
- 16.2 This Agreement will terminate on the expiry of notice given by the University to the Resident. Termination of the Agreement shall not affect the right of the University in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.
- 16.3 On termination of the Licence Agreement by the University in the circumstances set out in clause 17.1, the following provisions will apply:
- 16.3.1 Subject to clause 16.4, on termination pursuant to clauses 16.1.1, 16.1.2, 16.1.3, 16.1.4, 16.1.5, 16.1.6 or 16.1.7, the Resident must pay the Licence Fee up to the commencement of the term following termination of this Agreement or on the return of the room keys to the Accommodation Department, whichever is the later. Any payments received by the University in excess of this amount will be refunded to the Resident if there are no other sums due from the Resident to the University;
- 16.3.2 on termination pursuant to clause 16.1.8, the Resident will not be liable for any proportion of the Licence Fee due in respect of any period after the Resident is required to vacate the Accommodation. In circumstances where the Licence Fee has been paid in advance, a pro rata refund will be payable without delay.
- 16.4 the University will reduce the proportion of the Licence Fee payable pursuant to clause 16.3.1 above in the event that the University is able to find a suitable replacement student to move into the Accommodation and enters into a binding licence agreement (subject to a reasonable charge to cover the actual administration costs associated with the preparation of a new Licence Agreement). The reduction in the Licence Fee payable will correspond with the monies the University is able to secure from this suitable replacement student.

- 16.3 On termination of this Licence Agreement for any reason covered by clauses 15 and 16, the Resident must vacate the Accommodation which includes returning the keys relating to the Accommodation and Premises.

17. DEFAULT OF THIS LICENCE AGREEMENT BY THE RESIDENT

If the Resident breaches this Licence Agreement or fails to fulfil any of its obligations under this Licence Agreement, the Resident shall pay any reasonable costs properly incurred by the University in remedying such breaches or in connection with the enforcement of those obligations.

18. COMPLAINTS

- 18.1 If the Resident is unhappy with a decision made by the University or the steps taken by the University in respect of the Agreement and/or if the Resident considers that the University has breached its obligations pursuant to this Agreement, in the first instance, any complaint shall be referred to the Accommodation Department to investigate.

If your complaint is still not resolved then it is possible to report this via the "Procedures for Academic Appeals, Complaints and Other Student Cases" procedure which can be found in the Academic Quality Handbook 2018/19 or on the University website

<http://www.uwtsd.ac.uk/academic-office/procedures-for-academic-appeals-complaints-and-other-student-cases/>. Where you will need to complete the GA5 Formal Complaint Form.

Formal complaints must be received no more than 1 month after the informal procedure has ended (where appropriate) and no more than 6 months after the main issue complained about occurring. Formal complaints received after these deadlines will be deemed to be out of time and may not be considered unless there is independent evidence to show compelling reasons as to why the formal complaint was not raised in a timely manner.

- 18.2 For the avoidance of doubt, if the University takes the decision to terminate the Agreement and the Resident does not vacate the Accommodation in accordance with any notice served, the University will be entitled to take legal action against the Resident to recover possession of the Accommodation notwithstanding that the Student may have complained about its decision to terminate the Agreement.

19. APPEAL

If the Resident is unhappy with any decision made by the University in respect of this Agreement, the Resident may appeal the decision in accordance with the appeals procedure which can be reviewed at <http://www.uwtsd.ac.uk/academic-office/procedures-for-academic-appeals-complaints-and-other-student-cases/>. Where you will need to complete the GA25 Request to Review of Complaint Outcome Form.

20. DATA PROTECTION

The information held in the Licence Agreement is stored as part of the Resident's record on a database. The Licence Agreement is also kept as a manual record. The data is held and processed in accordance with the requirements of the Data Protection Act 1998 and within the limits agreed with the University's Data Protection Officer. The Resident's data will be

shared with staff with a relevant need to see it, the Accommodation staff and welfare advisers, (where applicable for the purposes relating to the provision of Accommodation), in the University and limited information will also be made available to security staff for verification purposes.

21. OUR LIABILITY TO YOU

- 21.1 If the University fails to comply with this Licence Agreement, they are responsible for loss or damage the Resident suffers that is a foreseeable result of our breach of this Licence Agreement or their negligence, but the University are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of their breach or if it was contemplated by the Resident and University at the time they entered into the Licence Agreement.
- 21.2 The Resident's access to the Accommodation is provided on the basis that they are using it for their own personal use, and the Resident agrees not to use them for any commercial, business or re-sale purposes, and the University has no liability to the Resident for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 21.3 The University does not in any way exclude or limit their liability for:
- 22.3.1 death or personal injury caused by our negligence;
 - 22.3.2 fraud or fraudulent misrepresentation; or
 - 22.3.3 for any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.
- 21.4 The University cannot accept responsibility for any loss damage or theft the Resident incurs at the Accommodation, otherwise than as a result of any breach by the University of this Licence Agreement or any other negligence act or omission of the University or its employees or agents.

22. THE UNIVERSITY'S OBLIGATIONS

The University agrees to let the Accommodation to the Student and:

- 22.1 To abide by the Universities UK Accommodation Code.
- 22.2 To provide the Services

The services which are included in the Residence Charge are

- a) Repair to the building
- b) Insurance of the building
- c) Providing an electricity supply to the study bedrooms and shared areas
- d) Heating and lighting the study bedrooms and shared areas
- e) Providing hot and cold running water to the study bedrooms and shared areas
- f) Disposal of rubbish deposited by the residents in the appropriate external receptacles
- g) Regular cleaning of the shared areas
- h) Access to assistance at all times from Accommodation Office, Security Staff or the Hall Warden Team.
- i) Provision of a mail collection service with clearly displayed opening hours.

Laundrette services are available on the University Campus. Charges for laundrette services are not included in the rent and are payable in advance via pre-payment cards.

The University is not liable for any failure or deficiency in the Services unless caused by the University's negligence.

- 22.3 **At the start of the period of residence, to put the Study Bedroom and Communal areas and the contents into the condition described provided that the Student has reported any deficiency within 7 days of arrival.**

The University will carry out any remedial or replacement work as soon as reasonably practicable, according to priority.

- 22.4 Where after a room inspection, a Student is required to take remedial action, the Student will be notified at that time whether a further inspection will take place, and the further inspection will be at least 24 hours after the notice is given. However, the University will not specify a precise date or time for such a follow-up inspection.

The University may, where it has reasonable grounds to suspect that a Student is in breach of these conditions or where it has reasonable cause for concern about the Student's health or welfare, enter the Accommodation without advance notice.

The University may enter shared areas without advance notice, for all reasonable purposes.

- 22.5 Not to interrupt the student's occupation of the study bedroom more than is reasonably necessary.

Room inspections will normally be carried out each semester, but may be more frequent if the University has reasonable cause to believe that the Student is in breach of these conditions.

- 22.6 **Not to disclose personal information obtained from the Student except as permitted by these conditions or where there is a serious risk of harm to the Student, to others, or to the University's property**

Condition 23 entitles the University to use Students' personal data for all lawful purposes in connection with the student's contract (including debt recovery, crime prevention, measuring satisfaction) or where there is a serious risk of harm to the Student, to others, or to the University's property.

Special rules apply by law to Students with disabilities who specifically request that information relating to their disability is kept confidential, and the University will use all reasonable endeavours to comply with those rules.

23. The student hereby authorises the University to use his/her personal data for all lawful purposes in connection with his or her licence agreement (including debt recovery, crime prevention, and measuring satisfaction) or where there is a serious risk of harm to the Student to others or to the University's property.

SCHEDULE 1

LIST OF STANDARD CHARGES

BEHAVIOUR

<u>REASON</u>	<u>CHARGE</u>	<u>ACTIONED BY</u>	<u>REMARKS</u>
Inappropriate Behaviour – see SE1 – Student Code of Conduct	£100.00	Director of Student Services / Accommodation Department	Disciplinary Action
Disregarding noise curfews as defined in the Residential Terms & Conditions (8.6)	£50.00	Accommodation Department	Minimum Charge for 1 st offence
Removal and cleaning of bodily fluids	£50.00	Accommodation Department	
Failure to keep room in an acceptable condition of cleanliness and tidiness	£25.00 plus cleaning costs	Accommodation Department	Minimum charge for 1 st offence, increasing by £25 for subsequent offences.
Failure to vacate halls and remove all personal belongings on the date agreed	£50.00	Accommodation Department	
Abusive behaviour towards members of staff - SE1 – Student Code of conduct.	£100	Accommodation Department	Disciplinary Action
Failing to clear up rubbish after parties.	£100	Accommodation Department	
Having BBQ's without required permission.	£100	Accommodation Department	

HEALTH & SAFETY

Deliberate activating fire alarm for no legitimate reason	1 st offence - £100 and written warning. 2 nd offence - £150 and written warning. Subsequent offences - £200 and Disciplinary Action.	Accommodation Department	
Activating fire alarm by negligent use of electrical equipment. Aerosols, smoking etc.	1 st offence - £100 and written warning. 2 nd offence - £150 and written warning. Subsequent offences - £200 and Disciplinary Action.	Accommodation Department	
Leaving Hall Entrance Doors, Flat doors, bedroom doors, kitchen doors or lounge doors propped open when unattended.	1 st offence - verbal warning. 2 nd offence - written warning. Subsequent offences - £100 per flat and Disciplinary Action.	Accommodation Department/ Health & Safety Office	
Misuse of any fire extinguishers, fire blankets or heat/smoke detectors.	1 st offence - £100 and written warning. 2 nd offence - £150 and written warning. 3 rd offence - £200 and disciplinary action.	Accommodation Department/ Health & Safety Office	
Removing or disabling fire door closures.	£50	Accommodation Department/ Health & Safety Office or Security Team	
Failure to vacate building during fire evacuation.	£50	Accommodation Department	

Incorrect disposal of waste/rubbish (i.e. leaving rubbish/waste in corridors, hallways and throwing rubbish out of windows)	£100	Accommodation Department	
Unregistered Guests see point 8.10	£50	Accommodation Department / Hall Wardens / Security Team	Student to be responsible for damage caused by guest
Having large gatherings or parties within the block without permission	£100	Accommodation Department / Hall Wardens / Security Team	
Smoking, vaporizing, burning candles or incense within the Halls of Residence	1 st offence - £100 and written warning. 2 nd offence - £150 and written warning. 3 rd offence - £200 and Disciplinary Action.	Accommodation Department / Hall Wardens / Security Team	
Using Electrical Equipment in Halls that has not been PAT tested	£50 Student to arrange for item to be PAT tested at their cost, or item to be removed from halls.	Accommodation Department/ Hall Wardens/ Security Team	

KEYS AND SWIPE CARDS

Loss of room key or non-return of when vacating	£25.00	Accommodation Department	
Loss of swipe card or non-return of when vacating	£25.00	Accommodation Department	
Opening of student room by Security Team	£10	Accommodation Department	

PETS

Pets in Halls	£30	Accommodation Department	
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NOTE: These are minimum charges and may be increased depending on severity and frequency, in the event of the offender not being found in regards to Common Parts, all residents of the Premises, block or flat as appropriate will be charged equally.

SCHEDULE 2
DAMAGES

Study Bedrooms

Item/Object	Indicative Replacement / Repair Charge
Desk	£175.00
Bed Frame	£100.00
Headboard	£50.00
Mattress	£95.00
Bedside cabinet	£60.00
Wardrobe	£130.00
Chest of Drawers	£120.00
Notice Board	£40.00
Toilet	£170.00
Shower (Complete)	£170.00
Shower Head	£70.00
Sink	£80.00
Shaving Mirror	£50.00
Door	£200.00
Lock	£80.00
Window	£140.00
Window (Glass Only)	£95.00
Damage to paint work of wall (Per wall)	£60.00
Damage to fabric of wall (Per wall)	£100.00

Communal Areas

Item/Object	Indicative Replacement/Repair Charge
Table	£240.00
Chair	£92.00
Cupboard Doors	£80.00
Cupboard Drawers	£70.00
Worktop	£100.00
Fridge	£220.00
Toaster	£45.00
Freezer	£220.00
Microwave	£65.00
Standard Cooker	£230.00
Table Top Cooker	£105.00
Kettle	£30.00
Sink	£130.00
Bin	£40.00
Door	£200.00
Lock	£60.00
Window	£140.00
Window (Glass Only)	£95.00
Damage to paint work - Wall (Per wall)	£120.00
Damage to fabric – Wall (Per wall)	£170.00

H&S Equipment

Item/Object	Indicative Replacement/Repair Charge
Fire Extinguisher	£100.00
Fire Blanket	£35.00
Fire Door	£270.00
Fire Alarm	£110.00

Labour may also be charged in some instances at a minimum of £25.00.

Please note – this list is not exclusive and charges may vary according to circumstances.