

BANGOR UNIVERSITY RESIDENCE CONDITIONS

1 Introduction

- 1.1 The conditions set out in this document apply to students who agree to take accommodation owned, leased or managed by the University. **They form part of the Residence Agreement which students sign, and they become legally binding once the university has counter-signed, and dated, the Residence Agreement.** The Residence Agreement is governed by English law which international students may find is quite different to the law which applies in their own country. Students who are not sure about entering into the Residence Agreement should take advice before signing.
- 1.2 **STUDENTS SHOULD PLEASE READ THE RESIDENCE CONDITIONS CAREFULLY AND MAKE SURE THEY ARE PREPARED TO AGREE TO THEM BEFORE SIGNING AND RETURNING THE RESIDENCE AGREEMENT.**
- 1.3 In order to protect the interests of the majority of students, if a student is in breach of the Residence Conditions, the University may take disciplinary action, require the student to pay compensation, or terminate the Residence Contract, depending on the seriousness of the breach.
- 1.4 In these Residence Conditions, “student” means any person lawfully in occupation of University accommodation.
- 1.5 Students must send all communications about their Residence Agreement to The Halls Office, Ffriddoedd Site, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP, 01248 382667 or email at halls@bangor.ac.uk except where these Residence Conditions specify to the contrary.
- 1.6 Where these Residence Conditions require a student to give the University written notification and the Student is not able to do so for reasons connected with a disability, the Student may use another means of communication, but in such cases the University will confirm the notification to the Student in writing or some other durable medium.

2 Student’s Obligations

2.1 **To pay the Residence Charge to the University in advance on or before the Payment Dates**

The Residence Charge stated in the Residence Agreement is for the full Period of Residence and should be paid in full at registration unless you elect to pay by direct debit or continuous credit card authority. Full details are set out in the payment information provided by the University Finance Office in the student registration pack. **Socrates, Erasmus and other exchange or visiting students resident for only 1 semester** should pay as instructed on the separate payment schedule which is sent to them with their residence agreement.

Any additional charges incurred during the course of the year (for example, payment for damage) will be added to the Student’s account and the University will collect payment by direct debit or continuous credit card authority as detailed in the information provided by the University Finance Office.

The University incurs costs where payment is late, and these are passed on to the students responsible. The University will add a **fee of £30** to a student’s account for each reminder letter or demand for payment which it sends (other than the first notification for each instalment), or

where a cheque bounces or there are insufficient funds in a bank account to meet the direct debit.

If the University has to take court action to recover debt owed by a student, the University will add to the claim its proper and reasonable costs and expenses, including legal fees and the cost of management time.

Students who encounter financial difficulties should contact the Finance Office as soon as they become aware that there is likely to be a problem. Making early contact could save the University having to issue a reminder - which may save the £30 fee. The longer payment is delayed, the larger the debt will grow, so it is important that students do not ignore their payment obligations.

Under the University's regulations, the University may refuse to re-register or confer a degree on a student who is in debt to the University. The University will be unlikely to offer accommodation for a further Period of Residence to a student who has a University debt or has a bad payment record.

If payment of the Residence Charge is overdue by 28 days, the University may - in addition to taking court action to recover the debt - terminate the Residence Contract and take proceedings to evict the student. The costs which the University properly and reasonably incurs in doing so will be added to the amount claimed from the student.

Where the University successfully takes court action to recover the debt, the judgement will be entered on the county court records. Credit reference agencies search these records, and any student whose name appears on it may find it difficult to get a credit card, store card or mobile phone ... or, in years to come, a mortgage.

Students are liable for the Residence Charge for the whole of the Period of Residence, unless the Residence Agreement is terminated in one of the ways set out in these Residence Conditions. No refund of Residence Charge is given for any periods of absence.

Where a student arrives late, the Residence Charge is payable from the first day of the Period of Residence, even though the student may not have been in occupation from that date.

2.2 To pay the Deposit to the University before the Residence Agreement comes into effect

The amount of Deposit is stated on each student's Residence Agreement.

Students must pay their Deposit when they return their signed Residence Agreement to the University. The University will not reserve a room until it has received the Deposit.

Under the Consumer Protection (Distance Selling) Regulations 2000, students who have not had face-to-face contact with the University before entering into the Residence Agreement have the right to cancel the Residence Agreement and have their Deposit refunded provided they notify the Halls Office in writing (this includes fax or e-mail) of the cancellation within 7 working days, starting with the day after the date the Residence Agreement was signed and dated by the University.

The right to cancel does not apply once a student has taken up occupation.

Any student wishing to cancel should notify The Halls Office as soon as possible, to avoid being charged the first instalment of Residence Charge, but the University will not refund Deposits unless notice of cancellation is received during the applicable cancellation period.

In addition to students' rights under the Consumer Protection (Distance Selling) Regulations 2000, all students have the right to cancel their application by writing (including fax or email) to Halls Office (see condition 1.5). Provided the Halls Office receives notification of cancellation by 31 August, the Deposit will be refunded.

Any student who expects to arrive after the first day of the Period of Residence should contact The Halls Office. The Halls Office will hold the room for 4 days after the first day of the Period of Residence, but the room may be re-let after that time.

If a student has not arrived and the Halls Office has not been contacted, the University will make reasonable endeavours to contact late arrivals during the first 4 days of the Period of Residence. If no contact has been made between a student and the University during the first 4 days of the Period of Residence the Residence Agreement will automatically terminate and the Deposit will not be refunded.

If contact is made, the room can be held for the first 4 days of the Period of Residence. If the student does not arrive during those 4 days, the Residence Agreement will automatically terminate and the Deposit will not be refunded.

If contact is made and the student needs the room to be held for longer than 4 days, the student must immediately pay the first instalment of the Residence Charge, otherwise the University may terminate the Residence Agreement 4 days after the first day of the Period of Residence, re-allocate the room to another student and the Deposit will not be refunded.

Where a student has been guaranteed a place in University accommodation, the Residence Agreement will still terminate if the Student has not taken occupation in the first 4 days of the Period of Residence (or such other time as has been agreed in writing with the University). However, temporary accommodation will be made available to late arrival students with a guaranteed place, until more permanent arrangements can be made.

Sometimes a student may not be able to take up occupation because they have not been able to obtain a visa, or for other reasons outside their control. In these circumstances, the student should contact the Halls Office within the first 4 days of the period of Residence. The University will require proof of the reason for late arrival and unless the student will arrive within the first four weeks of the Period of Residence and make payment for the first instalment of the Residence Charge, or if the student requests it, the Residence Agreement will be terminated. If the University is reasonably satisfied that there is a valid reason why the student cannot take occupation, the University may refund up to two thirds of the Deposit if the room originally allocated can be re-let.

Rooms will not under any circumstances be held unoccupied for longer than four weeks after the start of the Period of Residence and the second and subsequent instalments of Residence Charge will not be accepted unless the student is in occupation.

The Deposit is used as a pre-payment of Residence Charge (except in family accommodation where it is held as a damage deposit until the tenant has departed from the property). The deposit (except in family accommodation) is then used to reduce ALL the subsequent payments due to the University. Students who chose to pay their Residence Charge in one lump sum at Registration should ensure that they take the £250 deposit payment into account.

2.3 To check the contents of the room and advise the University of any discrepancy within 7 days of the start of the Period of Residence

The Contents will vary according to room type, but all rooms will contain
Single bed Desk Wardrobe
Easy chair Upright chair Curtains
Floor covering Light fitting

Each student is asked to check the contents of the room at the start of the period of Residence. It is the responsibility of the Student to check the contents and report any missing items or damage to the University within 7 days. There is a form in your handbook to report missing items or maintenance requests. If you have not been given a handbook please contact the Halls Office as a matter of urgency to request a handbook.

The University will check rooms at the end of the Period of Residence and will charge to the Student the proper costs of making good any damage (except for fair wear and tear) or shortfall unless the discrepancy was reported within the 7-day time limit.

IF YOU DO NOT ADVISE US OF ANY DISCREPANCIES AS REQUESTED YOU MAY FIND YOURSELF LIABLE TO BE CHARGED FOR ANY DAMAGE OR MISSING ITEMS DISCOVERED WHEN YOUR ROOM IS INSPECTED. WE RECOMMEND THAT YOU KEEP A COPY OF ANY REPORT YOU MAKE.

The following items are not provided
Cooking utensils, crockery, saucepans, dishcloths, washing-up liquid
Cleaning materials
Towels
Bedding*
Toilet rolls in en-suite rooms

Items marked * may be purchased from the University - see the information section of this Student Handbook.

2.4 To keep the Accommodation, the Contents and (jointly with other students) the Shared Areas in a clean and tidy condition and to leave them clean and tidy at the end of the Period of Residence

Each student is responsible for keeping their own room clean and tidy. In some accommodation a vacuum cleaner is provided but in other accommodation use of a vacuum cleaner may be arranged with the member of domestic staff responsible for the Accommodation. Students in en suite accommodation are responsible for cleaning their en suite shower room.

The University carries out room inspections and where a student is not complying with this condition, the University will serve notice on the Student requiring them to rectify matters within one week. If on further inspection there is no improvement, the University may engage professional cleaners and re-charge the proper costs of doing so to the Student (including an administration fee of £10.00)

Each student is responsible for cleaning and tidying up after themselves when they use the Shared Areas. This includes washing and putting away any equipment used, and cleaning up any spillages on the worktop, cooker or floor or in the fridge or oven.

The University arranges regular cleaning of the Shared Areas but cleaners will not do washing up or tidy up after students.

If students are not complying with this condition, then the University will:

- (a) serve notice on the students requiring them to rectify matters within one week. If on further inspection there is no improvement, the University may engage professional cleaners to carry out the students' obligations and re-charge the proper costs of doing so (including a £25 administration fee) to the group of students. Objections from any student who considers they have been unfairly charged may be made to the Halls Office; and/or
- (b) withdraw the provision of cleaning services, without refund of Residence Charge, until the condition of the Shared Areas improves.

Where any student(s) are known persistently to be in breach of this condition, the matter may be treated as a disciplinary one. Under these Residence Conditions, persistent breach may lead to disciplinary fines and/or termination of the Student's Residence Agreement.

Accommodation must be left in a clean and tidy condition at the end of the Period of Residence (at the end of each accommodation period where accommodation is vacated for the Christmas and Easter semester breaks.). If the Accommodation is not left clean and tidy, the proper and reasonable costs of cleaning the Accommodation will be charged to the Student.

At the end of the Period of Residence (at the end of each accommodation period where accommodation is vacated for the Christmas and Easter semester breaks), all Contents must be left in the same position they were in at the start of the Period of Residence.

At the end of the Period of Residence (at the end of each accommodation period where accommodation is vacated for the Christmas and Easter semester breaks), the University will remove from the Accommodation any items which are not part of the Contents. Perishable items will be disposed of immediately. Other items will be kept by the University for a period of 7 days, after which the University may dispose of these items as it sees fit. If the University sells the items, the University will deduct a £10 administration fee from any proceeds of sale, and use the balance to offset any debt owed by the Student to the University. The University will forward any surplus to the Student (subject to a minimum of £10). If the student can not (using reasonable effort) be found, or where the surplus is less than £10, the proceeds will be donated to charity. If the University uses a tracing agent to find the student the costs will be deducted from the proceeds of the sale.

Students in accommodation which is detailed to be vacated at one or both semester breaks must remove their belongings at the end of each accommodation period unless the University notifies them in writing that they do not have to do so. The dates of the period of residence are clearly detailed on the Residence Agreement.

2.5 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of the Accommodation, the Shared Areas, the Building or the Contents

Accidental damage may occur and, where this is reported promptly to the Halls Office, the University has the discretion to waive charges, depending on the circumstances. Damage which is caused through negligence or recklessness is unlikely to be regarded as accidental.

In the case of other damage, the University will charge to the Student the proper cost of making good the damage and an administration fee of £10 to £25 (depending on the nature and extent of the damage).

Where damage is reasonably considered by the University to be deliberate, reckless, or grossly negligent, the University may treat the matter as a disciplinary one in addition to charging for the costs of replacement or repair. In serious or persistent cases, the University may also terminate the Residence Agreement.

The following is not an exhaustive list, but it sets out the types of damage which most frequently occur, and which students should avoid:

- ever using chip pans;
- displaying stickers, notices, messages, etc on the walls and doors; students should only use noticeboards for this purpose;
- using adhesive tape or stickers on decorated surfaces
- marking furniture - move it carefully, avoid scratches and take care with liquids and sprays (such as perfume)
- marking floor coverings -irons, oil, wine etc.
- applying paint, stain, stencils or wallpaper
- causing a blockage in any pipes or drains
- not making sure the shower curtain is properly tucked in the shower
- hanging washing from the ceiling
- drying washing anywhere where there is not adequate ventilation
- drying washing on the room heaters as this may be a fire risk
- changing the curtains

Students must not fix, or make any arrangement for the installation of, any cable, aerial, satellite dish or other equipment (including telephone lines) to any part of the Building. This includes accommodation provided for family use.

2.6 Where damage or loss occurs at the Residence and it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a proportion of the £25 administration fee

This is most likely to occur in the Shared Areas inside the Building. Where damage occurs outside the Building, and in the reasonable opinion of the University it was not caused by students, the University will treat the damage as an insurance claim where possible.

If any student reasonably considers that they should not be charged (for example, where they can prove that they were away at the time) they may make objections to the Halls Office in the first instance. If the objection is upheld, this may mean that the other students in the Building are charged for a greater share as a result.

2.7 To report to the University any damage or want of repair or failure of the Services within 24 hours of becoming aware of it

Damage and repairs should be reported to the Halls Office. Fault Report Forms are available at the Halls Office and may also be reported by email to halls@bangor.ac.uk. In many cases, a stitch in time saves nine, and damage may become worse if not reported promptly. If further damage occurs as a result of the Student's failure to report the need for a repair, the University may seek to recover the cost of that damage from the Student. The University is not liable to carry out repairs which it did not, and could not reasonably have known about, until notification is given.

The University will deal with faults on a priority basis, and will carry out repairs as soon as reasonably practicable.

The University is not liable for any loss or damage (such as lost data or defrosted food) which arises as a result of interruption to the electricity or water supply, or arising from failure of equipment, unless it was caused by the University's negligence or failure to comply with its obligations in these Residence Conditions.

The University will charge to the Student the proper and reasonable cost of repairing or replacing any damage caused by the Student.

2.8 Not to do anything which may cause damage to the electrical installation or equipment in the Residence

Students must ensure that any electrical equipment they bring has recently passed the Portable Appliance Test. The University reserves the right to check students' electrical equipment as part of room inspections and if any equipment is reasonably considered to be unsafe, to require the Student to have it tested (at the Student's expense). The University may remove unsafe or untested electrical equipment, but will give the Student a receipt for it and return it at the end of the Period of Residence.

Students may only use low wattage equipment in the Building. Examples of such equipment are radios, portable music systems, personal computers, televisions and hair dryers.

Students must not bring any additional heating appliance into the Building. Students must not use cooking appliances such as kettles, toasters, microwave ovens, electric grills, hotplates, electric rice cookers, deep fat fryers or camp stoves in the Accommodation under any circumstances unless supplied by the University.

Students may only use personal fridges in the Accommodation if required for the storage of medicines and must inform the Halls Office in advance.

Students must not bring or use their own dish washers, washing machines or tumble dryers.

2.9 To allow the University at reasonable times to enter the Accommodation for the purpose of inspection cleaning maintenance or repair

The University will not normally inspect rooms more than once in each accommodation term. The University will try to give students reasonable advance warning of when room inspections are due to take place, by placing a notice in the Shared Areas, but this may not always be practicable. Students should note that it is unlikely to be practicable to give notice when maintenance or repair is required.

Students are also required to permit access for the University's authorised contractors.

2.10 Not to do anything that may be a fire risk or in any other way put the health and safety of others or the University's property at risk

Every resident student must attend a health and safety briefing at the start of the academic year. Details of the date and time of the briefing will be placed on notice boards in halls. The University will treat failure to attend the briefing as a serious breach of these Residence Conditions, which may lead to termination of the Residence Agreement.

The University's Health and Safety Policy is set out in the Bangor University Student Guide and Students should familiarise themselves with it. If a student contravenes the Health and Safety Policy, the University will usually treat this as a serious breach of these Residence Conditions, which may lead to termination of the Residence Agreement.

Fire precaution notices are posted throughout the Building, and Students should familiarise themselves with evacuation procedures.

Fire is a very serious issue in halls of residence, where a large number of people are living in close proximity. Causing a fire risk may be a disciplinary or criminal offence as well as a breach of the Residence Conditions.

Fires are usually caused by accidents or negligence, rather than because of a deliberate or reckless act. Examples of the most likely causes of fire are:

- candles, oil lamps, incense - students must not burn anything with a naked flame in the Building (except for gas cookers in some kitchens)
- fireworks - students must not use or store fireworks in the Building or on campus
- smoking - students may not smoke anywhere on University premises or within 5 metres of any University Building. This includes the Halls of Residence.
- posters - students must not display these anywhere other than on the notice boards
- chip pans - these must never be used
- obstructing fire doors or fire escape routes
- wedging doors open
- furniture - students may not bring their own furniture

The University will treat deliberate fires or tampering with fire detection and prevention equipment as serious breaches of the Residence Conditions and will usually terminate the Residence Agreement. The University may in addition treat the matter as a disciplinary offence. Where the University has reasonable cause to believe that the Student has committed a criminal offence, the University will refer the matter to the authorities. Failure to respond to fire drills will also be treated as a serious breach of these Residence Conditions.

In recent years, students in other Universities have been prosecuted and imprisoned for deliberately setting off fire alarms.

The University will pass on to students any costs properly incurred in having equipment checked, re-set or tested after activation without good cause. If it is not known who was responsible for activation, charges will be treated as collective damage charges under condition 2.6.

Health and safety is largely a matter of common sense and consideration for others. In addition to fire precautions, the following is a non-exhaustive list of things which would be likely to put the health and safety of others, or the University's property at risk:

- ball games near buildings or in car parking areas
- barbeques (smoke, noise, damage to the grounds)
- leaving food to perish
- faulty electrical equipment or overloading the electrical installation
- persistent noise nuisance
- harassment
- threats or verbal abuse
- running in corridors
- parties
- pets (unless it is an assistance animal)
- encouraging wild animals into the buildings
- contagious illness
- failing to mop spillages or warn that a floor is wet
- placing items on external window sills
- sitting on window sills
- throwing items out of windows
- leaving windows open in high winds

Students may not bring any weapon or replica weapon (or item capable of being used as such) onto campus, even if they have a licence for it. If a Student has such an item on campus the University may request the Student to hand it over for safe-keeping (and will give the Student a receipt to enable its return at the end of the Period of Residence (unless it has been taken by the police)). Refusal to hand over the item will be treated as a serious breach of these Residence Conditions and may lead to the University terminating the Residence Agreement. The University may report possession of weapons or replica weapons or other items capable of being used as such to the police, and may hand over to them any item which has been surrendered by a student (in which case the University will not be liable to return it to the Student at the end of the Period of Residence).

Students may not bring illegal drugs onto campus, and should not come onto campus if they are under the influence of them. The University will always report possession, use, supply and dealing of drugs to the police and will usually treat drug-related behaviour as a serious breach of these Residence Conditions, leading to termination of the Residence Agreement. The University will treat substance abuse as illegal drug use.

The University must take into account any disability which the Student may suffer from and which is relevant to the Student's behaviour in deciding whether there has been a serious or persistent breach of the Residence Conditions or whether there should be disciplinary action.

The University may have regard to the use of drugs or alcohol in assessing whether there has been a serious or persistent breach of the Residence Conditions, but only as exacerbating, not mitigating, factors.

Students must lock the door to their Accommodation whenever it is left unattended and, where the Accommodation is on the ground floor, the windows as well. Students are jointly responsible for securing the windows in the Shared Areas and the flat doors in en-suite halls.

Students must comply with the reasonable instructions issued by the University's staff.

2.11 To comply with all applicable legislation to the extent that this is necessary to avoid the Student's actions or negligence having an adverse effect on the University or on the owners or occupiers of nearby property

Any criminal behaviour is regarded as a breach of the student's obligations in the Residence Agreement and it may also constitute a disciplinary offence under the University's Regulations on Student Discipline.

The University does not hesitate to refer such matters to the police.

A disciplinary offence under the University's Regulation on Student Discipline is automatically regarded as a breach of the Residence Agreement and may result in it being terminated. The University is entitled to charge students for the losses which it incurs as a result of their behaviour.

It is important for students to remember that they live within a community and that their behaviour affects others. Part of education is about learning to have respect and consideration for others, and realising that everything we do has consequences.

We all have certain duties and responsibilities under English and Welsh law to make sure that by our actions or negligence we do not cause injury to other people, or damage their property, or prevent them from going about their lawful business. This means, for example, that students must not make so much noise that it becomes a nuisance to others, they must not use their accommodation in a way which is dangerous to others (for example placing heavy objects on window sills, which may fall onto passers-by, or using faulty electrical equipment), and they must not engage in criminal activity.

Whilst the University encourages all students to be law-abiding, it is not concerned with students' failure to comply with legislation where this is purely a private matter which does not affect the University or other students. For example, the University would not regard it as a breach of your tenancy agreement if you were given a parking ticket in town (although technically you may have broken the law) or if you had a county court judgement awarded against you for non-payment to someone other than the University.

2.12 To comply with the University's policies rules and regulations previously made available to the Student

These Residence Conditions set out the Student's agreement with the University, so far as it relates to them staying in university accommodation, and they are only part of the Student's contract with the University. The Student has other obligations which apply to all the University's students, not just those in residences, and a breach of those obligations will be treated as a breach of these Residence Conditions.

The University's Regulation on Student Discipline is included in the Student Guide and also available on line at <http://www.bangor.ac.uk/ar/main/ssc/docs/stuguide.pdf>

The University's policies on health & safety, harassment and Equal Opportunities are included in the Student Guide and also available on line at <http://www.bangor.ac.uk/ar/main/ssc/docs/stuguide.pdf>

2.13 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others

Students must have due consideration for other residents and must not make any noise which is audible from outside their room or from outside the shared kitchen or bathroom, and for this reason students are not allowed to have parties in their Residence. The University will treat noise made between the hours of 11.00 pm and 7.00 am as serious noise nuisance. Serious or persistent noise nuisance may lead to disciplinary action, and they give grounds for the University to terminate the Residence Agreement.

Students should take particular care in summer, when windows are open, and at other times of the year when there are likely to be examinations, to make sure their noise does not disturb others.

Harassment is a criminal offence and the University may refer cases of harassment to the police. Harassment will be regarded as a serious breach of the Residence Conditions.

2.14 Not to bring into the Residence any animal unless it is an aid for a disabled person

Students are requested to notify the University in advance if they have an assistance animal, as the University may need to make reasonable adjustments to accommodate it.

Students must not feed “stray” animals or wild animals, as this encourages them into the Building.

For the purpose of this condition, “animal” includes reptiles, birds, fish, insects, mammals, and anything which is not human, plant-life or inanimate.

2.15 Not to bring onto campus any vehicle without a valid University permit

Vehicle parking is controlled by permit and there are limited permits available. Information regarding how to apply for a parking permit will be advertised to students via the Intranet. However you may also visit or telephone the Estates office to make enquiries – 01248 382554.

Students must not keep motor vehicle parts in the Building.

Students must not ride or park motorcycles on footpaths and must not take them into any building.

Students must not store bicycles in any building unless designated for bicycle storage.

The University may remove any bicycle, motorbike or vehicle parts found during inspection (a receipt will be given to enable the property to be returned to the owner at the end of the Period of Residence). The University may (but is not obliged to) release a bicycle or motorbike before the end of the Period of Residence if the Student pays a £25 release and administration fee.

Failure to comply with the conditions of the permit may make the Student liable to disciplinary action under the University’s parking regulations or the Regulation on Student Discipline.

2.16 Not to use the Accommodation for any purpose other than as a study bedroom

Students may not run any business from their Accommodation.

2.17 Not to share the Accommodation or sub-let it or transfer occupancy to any person

The Accommodation is only suitable for occupancy by one person (occupiers of designated family accommodation will have a different number of occupiers specified on their Residence Agreement) and for fire safety reasons students may not have visitors in the Accommodation overnight.

Students are responsible for their visitors, and this includes being liable for any damage they cause.

Students must not exchange rooms without obtaining the prior written agreement of the Halls Office staff. The University will charge a £25 administration fee for authorised room exchanges. The University will usually treat unauthorised room exchanges as a disciplinary matter.

Students in designated family accommodation are allowed to share their Accommodation with the Permitted Occupiers named on their Residence Agreement. Students must notify the University of any one joining or leaving their household and must not exceed the maximum number of occupants allowed for each family house or flat.

2.18 Promptly to send to the University a copy of any communication the Student receives which is likely to affect the Accommodation or the Building

It is unlikely that students will receive any official communications relating to the Accommodation or the Building, but if they do, it is important to forward the document to the Halls Office.

2.19 To return all keys and entry cards to the University at the end of the Period of Residence and not to disclose security entry codes to anyone

Many of the entrance doors to the Buildings have security codes, which will be made known to students when they collect their keys. Students should not disclose these entry codes to anyone, or admit any person into the Building unless it is a person authorised by the University who has shown evidence of their authority. Students should avoid writing down the entry code. If the entry code is disclosed, the student concerned should report this to the Halls Office.

Keys and entry cards are the Student's responsibility from the point of collection. No duplicate keys must be made and students are recommended to remove the fob showing the room number (retaining it to be handed in with the key at the end of the Period of Residence).

If a student loses their key, key card or entry swipe card, they will not be allowed to enter their room unless they show their identity card. The lost key must be reported to the Halls Office as soon as possible. The charge for issuing each replacement key or key card is currently £15 and for a replacement swipe card the charge is currently £5. If the University reasonably considers it necessary to change the locks, the proper costs of doing so will be re-charged to the Student.

Students who do not hand in their keys at the end of the Period of Residence, including when a student moves to a different room, (or when the accommodation is vacated for the Christmas and Easter semester breaks) may be charged Residence Charge for each week or part week that the key is retained or, if the room had been booked for a conference, the conference room rate of £20 per night. The University will also charge the Student £10 for each written reminder requesting the keys to be returned. If the keys have not been returned within 1 week after the end of the Period of Residence the locks may be changed and the proper costs of doing so will be re-charged to the Student.

Regrettably the University can offer no storage facilities for ANY vacation.

If a Student returns their keys to the University part-way through the Period of residence, this will not bring the Residence Agreement to an end and the Student's liability to pay the Residence Fees will continue until the Residence Agreement is terminated. The Residence Agreement can only be terminated early by the Student in accordance with condition 5.

2.20 To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them including an administration fee of between £10 and £25, depending on the nature of the breach and what is required to enforce it

If the Student is in breach of these Residence Conditions, the University is entitled to recover from the Student the proper and reasonable costs of putting things right. For example, if the Student fails to pay the Residence Charge on the Payment Date, the consequences are that the University is obliged to send reminders to the Student, the University loses interest on the money, and ultimately the University may have to take legal advice and court proceedings for debt recovery and eviction. The University is entitled to be compensated for those consequences, and to recover the arrears of rent, its proper and reasonable administration costs for staff time in chasing the debt, and the cost of legal advice and court proceedings.

3 University's Obligations

3.1 To provide the Services

The services which are included in the Residence Charge are

- (a) repair of the Building
- (b) insurance of the Building (but not personal possessions)
- (c) providing an electricity supply to the Building
- (d) heating and lighting the Building
- (e) providing hot and cold running water to the Building
- (f) disposal of rubbish deposited in proper receptacles
- (g) regular cleaning of the shared areas
- (h) residential and security staff

In catered Accommodation, the Residence Charge also includes breakfast and an evening meal from Monday to Friday inclusive;

Coin operated laundrette services are available on most sites. The University reserves the right to remove or suspend laundry services.

Also available at an extra charge are bedding packs (duvet, duvet cover, sheets, pillow and pillow case) and Shower curtains and hooks.

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

Please note the Services do not include insurance of the Student's belongings and students are recommended to make their own arrangements. Some students may be covered by their parents' household policy.

- 3.2 To put the Accommodation and the Contents into the condition described at the start of the period of residence provided that the Student has reported any deficiency within 7 days of the start of the Period of Residence**

The University will carry out any remedial or replacement work as soon as reasonably practicable.

- 3.3 Except in an emergency or for reported repairs to use reasonable endeavours to give the Student at least 24 hours notice prior to entering the Accommodation**

Individual notification will not be given, but the University will try to ensure that notices of planned maintenance visits and routine room inspections are placed on notice boards but these will not specify a precise time for each room. 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 Residence Conditions or where it has reasonable cause for concern about the Student's health or welfare, enter the Accommodation without advance notice.

- 3.4 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary**

The University will use reasonable endeavours to carry out maintenance work during the vacations where practicable.

Room inspections will not normally be made more than 3 times during the Period of Residence, unless the University has reasonable cause to believe that the Student is in breach of the Residence Conditions

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

Condition 4.2 entitles the University to use students' personal data for all lawful purposes in connection with the Residence Agreement (including debt recovery, crime prevention, measuring satisfaction and trying to ensure a proper student mix in the Building) 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.

4 Other Conditions

- 4.1 The Student is responsible for the conduct of any invited visitor(s)**

- 4.2 The Student hereby authorises the University to use his/her personal data for all lawful purposes in connection with his or her Residence Agreement (including debt recovery, crime prevention, measuring satisfaction and trying to ensure a proper student mix in the Building) or where there is a serious risk of harm to the Student to others or to the University's property**

- 4.3 The University's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the University's negligence or a breach of its obligations in these Residence Conditions**

- 4.4 The University is not liable to repair any damage caused by the Student unless the cost is met by insurance (any excess on the policy being payable by the Student) or by the Student
- 4.5 A breach of the Student's obligations in these Residence Conditions may be treated by the University as a disciplinary matter as well as a breach of contract
- 4.6 The University is entitled to remove from the Accommodation or the Shared Areas any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will return it to the Student on termination of the Residence Agreement
- 4.7 Notices given under the Residence Agreement must be in writing and the University's address for service is The Halls Office, Ffriddoedd Site, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP.
- 4.8 The Residence Agreement is not intended to confer any benefit to anyone who is not a party to it
- 4.9 The Residence Agreement (including these Residence Conditions, and any applicable policies or regulations communicated to the Student prior to the date of the Residence Agreement) contains all the terms agreed to by the University and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and a member of the University's Halls office staff. The University will confirm any agreed variation to the Student in writing at the time the variation is made
- 4.10 Either the University or the Student may refer any dispute relating to the Residence Agreement to the Halls and Catering Sub Group, which sits three times a year.
- 4.11 Students who are unhappy in their allocated accommodation may place their names on a waiting list to move to a different room. The waiting list will not open until AFTER the second or third week of Semester 1. The date will be advertised in the Halls Office. Students should note that there is a £25 administration and cleaning charge applied to their account when they move to a different room.

5 Termination of the Residence Agreement

- 5.1 **Late arrival** - this condition should be read in conjunction with condition 2.2 relating to Deposits and cancellations:
 - (a) Unless the Student has made arrangements with the University for late arrival and paid to the University the first instalment of the Residence Charge the Residence Agreement will automatically terminate if the Student has not taken up residence within 4 days of the start of the Period of Residence
 - (b) Where the Residence Agreement is automatically terminated, the Deposit is not refundable unless the Student falls within one of the exceptions set out in condition 2.2

5.2 **Termination by the University**

The University may (but is not obliged to) terminate, or suspend for a maximum period of 28 days, the Residence Agreement at any time by serving notice on the Student if

- (a) any payment is overdue by 28 days or more or

- (b) the Student is in serious or persistent breach of any of the Student's obligations set out in these Residence Conditions or
- (c) the Student does not have status as a registered student of the University
- (d) in the reasonable opinion of the University the health or behaviour of the Student constitutes a serious risk to him/herself or others or to the University's or others' property

The period of notice may vary, depending on the reason for termination

5.3 Termination by the Student

The Student may terminate the Residence Agreement at any time by serving notice on the University (addressed to the Halls Office) to arrive not later than 31 August before the start of the Period of Residence.

After 31 August the Student may terminate the Residence Agreement by complying with all the following conditions

- (a) serve notice on the University (addressed to the Halls Office) requesting early termination
- (b) comply with all the Student's obligations up to the date of termination;
- (c) pay a fee (of £50 where the University finds a replacement student or £25 where the Student finds a replacement student) towards the University's costs of administration and cleaning the room

If all these conditions are complied with, the Student will be released from their Residence Agreement on the date when another student who is not already in University accommodation and who is reasonably acceptable to the University enters into an agreement for the remainder of the Period of Residence.

The University will advise the Student if a suitable replacement student is currently on the waiting list but the student should not assume that a replacement will be available.

Students should be fully aware of the **legally binding** nature of the Residence Agreement and should not enter in to any other contract or agreement regarding accommodation with other parties until they have been formally released from their Residence Agreement. Any such contract or agreement with other parties DOES NOT constitute a reason for breaking the Residence Agreement.

Sometimes the University already has vacant rooms. The University may let these vacant rooms to students on the waiting list or to the alternative tenant provided by the student wishing to terminate their Residence Agreement before allocating the room belonging to the student wishing to terminate their Residence Agreement.

The Student is not required to comply with conditions (a) to (c) if the reason for termination is a serious breach of the University's obligations.

If the Student hands in his/her keys to the University before the replacement student signs a Residence Agreement, the Student remains liable for the Residence Charge until the new Residence Agreement takes effect. If a student returns their keys where there is no replacement student tenant the keys will be held for safekeeping only and the student will not be released from their Residence Agreement.

- 5.4** If the Residence Agreement is terminated early by either the University or the Student the University will refund a fair proportion of pre-paid Rent (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective. If the University terminates under clause 5.2 for any reason other than the Student's health, pre-paid Rent will only be refunded for the period for which the University is able to, and after it has, re-let the Accommodation
- 5.5** The University reserves the right to relocate the Student to comparable alternative University accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Agreement the Student will have the right to terminate this Agreement (without having to comply with the conditions in clause 5.3) as an alternative to relocating