

BANGOR UNIVERSITY

STANDARD 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. Once the Student has accepted an offer of accommodation from the University and the University has received the Student's rent pre-payment, **these conditions will form part of a LEGALLY BINDING CONTRACT between the University and the Student.** The remainder of the contract is set out in the offer of accommodation.
- 1.2 In a few exceptional cases, the University will waive the requirement for a rent pre-payment. In such cases, the University will notify the Student that the pre-payment has been waived and confirm that the contract has become binding.
- 1.3 The contract between the University and the Student 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 a residence contract should take advice before accepting their offer of accommodation.
- 1.4 It is the Student's responsibility to **READ THESE CONDITIONS CAREFULLY BEFORE ACCEPTING THE OFFER** of accommodation. When the offer is accepted, the Student agrees to comply with these conditions and will be legally bound by them.
- 1.5 In order to protect the interests of the University and the majority of students, if a Student is in breach of these conditions, the University may take any reasonable enforcement measures, including disciplinary action, requiring the Student to pay compensation, or termination of the contract, depending on the seriousness of the breach.
- 1.6 In these conditions an Offer means an offer by the University's to provide residential accommodation and "Student" means either the individual named in an Offer or (where the context allows) any person lawfully in occupation of University accommodation or any person who has accepted an Offer and made (or deemed to have made) the rent pre-payment.
- 1.7 References in these conditions to Rent, Period of Residence, and Accommodation are references to information contained in the Offer. References to Contents are references to items provided in residences by the University for Students' use; the Building is the building in which the Accommodation is situated, and Shared Areas include areas of the Building (including any grounds) for the shared use of students.
- 1.8 Students must send all communications about their contract (including, for the purpose of section 48 of the Landlord and Tenant Act 1987, any legal proceedings) to The Halls Office, Ffriddoedd Village, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP, 01248 382667 or email at halls@bangor.ac.uk except where these conditions specify to the contrary.
- 1.9 Where these 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

The Student agrees to take the accommodation described in the Offer and:

2.1 The Student must make the rent pre-payment to the University when accepting the Offer.

In a few exceptional circumstances, the University will waive the requirement to make a pre-payment of rent. In such cases the University will notify the Student in writing that the requirement has been waived. In all other cases, the Student must make an advance payment of Rent.

The amount of the Rent pre-payment is stated on each Offer. Unless given a written waiver by the University, the Student must make their pre-payment when they accept their Offer. Until the pre-payment has been made (or waived) the University will not reserve a room for the Student.

Once the Student has accepted their Offer and the University has received (or waived) the pre-payment the Student is contractually bound to pay the Rent for the full Period of Residence. There is no 'cooling off' period or right to cancel. If the University has waived the requirement to pay the rent-prepayment, the Student is contractually bound when the Student accepts their Offer.

The pre-payment is a payment towards the Rent. The pre-payment is NOT a refundable deposit.

2.2 To pay the balance of the Rent to the University in advance on the agreed dates

The Rent shown in the Offer includes the pre-payment. Students can choose how and when to pay the balance of their Rent from the instalment plans and methods of payment shown on the University's website at <https://apps.bangor.ac.uk/payment/thirdparty/>.

Erasmus and other exchange or visiting Students resident for only 1 semester should pay in full on arrival or as instructed on the separate payment schedule sent to them with their Offer.

Other undergraduate Students should pay in full at registration or by recurring card authority, in 3 or 7 instalments via <https://apps.bangor.ac.uk/payment/thirdparty/>.

Postgraduate Students may also pay in full in advance, or by 12 instalments via <https://apps.bangor.ac.uk/payment/thirdparty/>.

Full details of how to pay are also set out in the payment information provided by the University in the Students Welcome Week Diary. On registration, Students who have not already selected a payment plan will be prompted to do so.

Once a Student has selected an instalment plan, they cannot change that plan without first obtaining the University's prior written agreement. If a Student does not pay Rent on or before the payment dates specified in their selected payment plan, the Student is likely to incur additional charges, as set out below.

Payment of Rent is to be made "in advance". This means that the instalment paid on one payment date relates to the period from that date until the next instalment date. On the rare occasions where it is necessary to calculate a daily rate, that will be done by taking the total Rent and dividing it by the total number of days in the Period of Residence. When accepting an Offer, Students agree to pay Rent in full for the whole of the Period of Residence.

The University incurs costs where payment is late, and will charge these costs to the Student responsible. If a payment is not made on time, the University will charge the Student a £30 late payment fee. The University may also make a reasonable charge (up to £25) for each payment reminder it sends to the Student.

The University has a credit control procedure which it follows when Rent is not paid on time. <https://www.bangor.ac.uk/accommodation/essential.php.en> The University will not routinely withhold academic qualifications, but in cases of serious arrears, where the Student has been given a reasonable opportunity to pay, the Student may not be permitted to graduate.

Students who encounter financial difficulties should contact the University 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 administration fee. The longer payment is delayed, the larger the debt will grow, so it is important that Students do not ignore their payment obligations.

It is unlikely that the University will make an offer of accommodation for a further period of residence to a Student who has a University debt or has a bad payment record.

If the University has to take court action to recover debt owed by a Student, the Student agrees to pay the University's proper and reasonable costs and expenses including but not limited to legal costs, court fees, expenses and VAT and the cost of management time.

Students in serious arrears of Rent may lose their home. If payment of the Rent is overdue by 28 days or more, the University may – in addition or as an alternative to taking court action to recover the debt – terminate the contract and take proceedings to evict the Student. The Student will be liable to pay the University's proper and reasonable costs (including but not limited to legal costs, court fees, expenses and VAT and the costs of management time) associated with such proceedings.

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

Students are liable for the Rent for the whole of the Period of Residence, unless the Student's tenancy is terminated in one of the ways set out in these conditions.

The Rent is payable from the first day of the Period of Residence, even though the Student may arrive late and may not have been in occupation from that date. No refund of Rent is given for any periods of absence.

2.3 To give the University notice of late arrival

If a Student does not intend to move into their accommodation until after the first day of the Period of Residence, the Student must notify the Halls Office in advance by email Halls@bangor.ac.uk and give an indication of their expected arrival date.

The University will reserve accommodation for up to 4 weeks from the start of the Period of Residence provided the Student has paid in full for the entire Period of Residence or set up a recurring card authority payment via <https://apps.bangor.ac.uk/payment/thirdparty/> and paid for at least the first 4 weeks of the Period of Residence.

If a Student has not agreed a late arrival date, and has not arrived within 4 days of the start of the Period of Residence, the University will make reasonable attempts to contact the Student.

Accommodation will not be held indefinitely for late arrivals. If the Student has not arrived or made arrangements for late arrival within 7 days of the start of the Period of Residence, the University may (but is under no obligation to) cancel the contract. In such cases, the University will not refund the

pre-payment (but any additional Rent paid by the Student will be apportioned on a daily basis and refunded for any unexpired part of the Period of Residence). If the University decides not to cancel a Student's residence contract, the Student will remain liable for the Rent until the end of the Period of Residence (or, if earlier, until the University re-lets the accommodation).

Any Student who has booked accommodation but will not be studying at Bangor University must advise the Halls Office by email Halls@bangor.ac.uk as soon as practicable. Provided any such Student notifies the Halls Office at least 7 days before the start of the Period of Residence, the University will agree to cancel the contract and will refund the pre-payment. The University will not refund pre-payments where notification is received later, but it will cancel the contract and the Student will not be liable for any further payments of Rent.

2.4 To check the contents of the accommodation and inform the University of any discrepancy within 7 days of arrival

The Contents will vary according to room type, but all rooms will contain

Bed	Desk	Wardrobe
Chair	Curtains or blind	Waste Bin
Floor covering	Light fitting	

Each Student should check the contents of the accommodation at the start of the Period of Residence. There is a notice in the accommodation detailing the contents of the accommodation. It is the responsibility of the Student to check the contents and report any missing items or damage to the University within 7 days.

The University will check accommodation 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 7 days of collecting keys.

IF THE STUDENT DOES NOT INFORM THE UNIVERSITY OF ANY DISCREPANCIES AT THE OUTSET THE STUDENT MAY FIND IT DIFFICULT TO PROVE THEY ARE NOT LIABLE FOR ANY DAMAGE OR MISSING ITEMS DISCOVERED WHEN THE UNIVERSITY INSPECTS THE ACCOMMODATION. Students are recommended to keep a copy of any report they make.

2.5 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. Students in en-suite accommodation, studios and town houses are also responsible for cleaning their shower room.

Each Student is responsible for cleaning and tidying up after themselves when they use 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. Students sharing a bathroom must leave it clean and tidy after use.

The University arranges regular cleaning of most of the Shared Areas but cleaners will not do washing up or tidy up after Students. Students living in the town house accommodation in the St Mary's village should note that cleaning the bathrooms is their own responsibility.

A vacuum cleaner is provided in each shared kitchen for Student use.

If the Student does not keep the accommodation clean and tidy as required by these conditions, then the University will:

- (a) 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 to carry out the Student's obligations and re-charge the proper costs of doing so (including an administration fee) to the Student or 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 Rent, until the condition of the accommodation or Shared Areas improves to the reasonable satisfaction of the University.

Where any Student(s) are known to be in persistent breach of this condition, the matter may be treated as a disciplinary one. Under these conditions, persistent breach may lead to disciplinary fines and/or termination of the Student's contract by following the University Fitness to Reside Policy – further details can be found at <https://www.bangor.ac.uk/accommodation/essential.php.en>

Accommodation and Shared Areas must be left in a clean and tidy condition at the end of the Period of Residence. If the Accommodation and Shared Areas are not left clean and tidy, the proper and reasonable costs of cleaning the Accommodation (and a proportion of the cost of cleaning Shared Areas) will be charged to the Student(s) responsible for them.

At the end of the Period of Residence, the University will remove from the Accommodation any items which are not Contents and, unless the item is of obvious value, will dispose of these 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 from any proceeds of sale its reasonable storage charges, a £10 administration fee, and (where applicable) the costs of using a tracing agent to find the Student. The University will 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 cannot (using reasonable effort) be found, or where the surplus is less than £10, the proceeds will be donated to charity.

2.6 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

All damage accidental or otherwise should be reported immediately to the Halls Office. Damage which is caused through negligence or recklessness is unlikely to be regarded as accidental.

The University will charge the Student for the proper cost of making good the damage or loss including an administration fee (up to £25) for having to arrange replacement or repair. A list of charges for damage (which is non exhaustive) is included at the end of these conditions.

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 Student's contract by following the University Fitness to Reside Policy which can be found at <https://www.bangor.ac.uk/accommodation/essential.php.en>

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

- deep frying in oil

- 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
- using vacuum cleaners to suck up liquids
- marking furniture – move it carefully, avoid scratches and take care with liquids and sprays
- 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 tray
- hanging items from the ceiling
- drying washing anywhere where there is not adequate ventilation
- drying washing on the room heaters (this is 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.

2.7 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 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.

2.8 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. Students will be advised in their online information booklet how to report maintenance issues. 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 or inconvenience (such as lost data, defrosted food, lack of heating or hot water) which arises as a result of interruption to the electricity or water supply, or as a result of failure of plant or equipment, unless it was caused by the University's negligence or failure to comply with its obligations in these conditions.

2.9 Not to do anything which may cause damage to the electrical installation or equipment in the Accommodation.

Students must ensure that any electrical equipment they bring is less than 12 months old or has recently passed the Portable Appliance Test. The University will carry out this test for Students **free of charge** if requested.

Students may only use low wattage equipment in the Accommodation. Examples of such equipment are radios, portable music systems, laptops, tablets, personal computers, printers, phone chargers, televisions and hair dryers. High wattage equipment is not permitted.

Students must not bring any additional heating appliance into the Accommodation.

The University supplies cooking appliances in kitchens. Students may also use their own cooking appliances in kitchens, provided they were purchased in the UK and are suitable for use with UK mains electricity. Students may use their own rice cookers bought outside the UK, but only in the kitchens with approved adaptors.

Students must not under any circumstances use cooking appliances such as portable hotplates, deep fat fryers or camp stoves in the Accommodation, as it is a serious fire risk.

Students must not use 2-Way and 3-Way plug-in-the-wall adaptors. Students must not use extension leads in bathrooms or kitchens. UK supplied extension leads may be used in bedrooms but must be no more than 3 metres long, and provide a maximum of 4 sockets. They must have surge protection and must not be loaded beyond their approved electrical rating. All extension leads over 12 months old must be PAT tested (the University will carry out this test for Students free of charge on request). Cables should be long enough for the task; they must not be pulled taut or linked together. The cable must not present a trip hazard and must not be covered with clothing or anything else, which would cause the cable to overheat.

International travel adaptors used within the residences must have a 13amp fuse, shrouded pins and also be European in origin, preferably showing the CE Kitemark. The suitable international adaptors are available from the Halls Office in Ffriddoedd Village and St Mary's Village.

Students may only use personal fridges and freezers in the Accommodation if the Student has obtained the written permission from the Halls Office, which will not be unreasonably held if the appliance is needed for medical reasons.

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

Students agree that the University may check Students' electrical equipment as part of room inspections. If the University reasonably believes any equipment to be unsafe, the Student must provide such evidence as the University reasonably requires that the item is safe for use in student accommodation or allow the University to inspect it. The University may remove unsafe or untested electrical equipment, but will give the Student a receipt for it and it can be collected at the end of the Period of Residence.

2.10 To allow the University at reasonable times to enter the Accommodation for the purpose of inspection, cleaning, maintenance, repair or for conducting viewings

The University will normally inspect rooms once in each semester. The University will give Students reasonable advance warning by email of when room inspections are due to take place. Students should note that it is unlikely to be practicable to give notice when maintenance or repair is required.

By making a maintenance request the Student agrees to the University entering the Accommodation to undertake the maintenance or repair. It is for this reason that Students should report required maintenance and damage themselves and not ask another Student or their parent to make the request. Students are expected to ensure that their room is in a reasonably tidy condition with no trailing cables and clear floor space in order for contractors and University staff to work in a safe environment.

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

The University has an obligation to run the water for a period of at least 5 minutes in any unoccupied room at least every 7 days to maintain water hygiene. Students must register planned absences of 7 days or more, as directed in the online information booklet. This is likely at the Christmas and Easter semester breaks but may also be relevant if a Student leaves Bangor for an extended work placement or returns home due to illness. Unplanned absences of more than 7 days must be notified to the University as soon as practicable, online via 'my room absence request'.

2.11 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 Student must complete the on-line induction prior to arrival or as soon as requested to do so. The University will treat failure to complete the module as a serious breach of these conditions.

The Student must co-operate with the University's fire drills, which are normally held at least once each semester.

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 conditions.

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

Risk of fire is a very serious issue in shared accommodation, where a large number of people are living in close proximity. Causing a fire risk is a disciplinary or criminal offence as well as a breach of these conditions. Electrical faults are a significant fire safety hazard, and clause 2.9 is important for reasons of health and safety as well as to avoid damage to the Building.

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 include the use of:

- candles, oil lamps, incense, paraffin, lighter fluid or any other combustible liquid – Students must not burn anything with a naked flame in the building
- 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 Accommodation. The use of e-cigarettes is also not allowed within University buildings.
- posters – Students must not display these anywhere other than on the notice boards – they can catch fire if near a source of heat, and burning paper can spread fire rapidly
- chip pans/deep fat fryers - these must never be used
- unattended cooking
- unattended charging of electrical equipment (including e-cigarettes, laptops, mobile phones etc.)
- use of clothes steamers

Students must not:

- obstruct fire doors or fire escape routes
- wedge or prop doors open
- tamper with or otherwise interfere with firefighting or fire detection equipment
- activate any fire alarm without good cause

Student must inform the Halls Office prior to arrival of any additional furniture that they wish to bring with them to their accommodation. All additional furniture will need to be assessed for compliance with fire regulations as well as it's suitability to fit the space within the room. Student will be required to remove any furniture that has not been declared or that fails to meet these requirements.

Students must ensure that all phone charging and similar equipment is switched off when not in use.

The University will treat any breach by a Student of health and safety obligations as a serious breach of these conditions. The University will treat the matter as a disciplinary offence, and may take steps in serious cases to end the Student's tenancy by following the University Fitness to Reside Policy which can be found at <https://www.bangor.ac.uk/accommodation/essential.php.en> 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.

The Student will be liable for the University's reasonably incurred costs of checking, re-setting and testing fire safety equipment 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 2.7.

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
- slacklining or climbing on buildings or from windows
- barbeques unless used in University-designated areas
- faulty electrical equipment or overloading the electrical installation
- persistent noise nuisance
- harassment
- threats or verbal abuse
- parties
- pets (unless it is a trained assistance animal)
- hanging or throwing items out of the window
- leaving windows open in high winds
- smoking within the buildings or within 5 metres of a University building. This includes e cigarettes.
- storing large sporting equipment in bedrooms or corridors – ie kayaks, surf boards, bikes etc
- homebrewing

Students may not bring any weapon or replica weapon (or item capable of being used as such) into any University property, even if the Student has a licence for it. If a Student has such an item the University will request the Student to hand it over for safe-keeping. Unless the item has been taken by the police the University will give the Student a receipt to enable its return at the end of the Period of Residence. 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). The University will treat failure to comply with this condition as a serious breach of a Student's contract.

Students may not bring illegal drugs or illegal psychoactive substances onto campus. The University will always report possession, use, supply and dealing of illegal drugs or psychoactive substances to the police and will usually treat recreational drug-related behaviour as a serious breach of the student's contract. The University will treat substance abuse and use of psychoactive substances 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 these conditions, or whether there should be disciplinary action.

The University may have regard to the use of alcohol or illegal drugs in assessing whether there has been a serious or persistent breach of these 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 other communal doors in the Building.

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

2.12 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

The University does not hesitate to refer suspected criminal behaviour to the police.

Criminal behaviour by a Student is a breach of these conditions and it may also constitute a disciplinary offence under the University's Regulations on Student Discipline.

A disciplinary offence under the University's Regulations on Student Discipline is a breach of these conditions and may result in a Student's residence contract being terminated.

The University is entitled to charge Students for the losses which it incurs as a result of their behaviour, whether criminal or otherwise in breach of these conditions or the University's Regulations on Student Discipline.

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 residence 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.

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

These 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 conditions.

The University's Regulations on Student Discipline may be found on line at <https://www.bangor.ac.uk/regulations/regulations/documents/BUReg13-2019v1.pdf> The University's policies on health & safety, harassment and Equal Opportunities are included in the Student Guide and also available on line at <https://my.bangor.ac.uk/handbook/content.php.en?nid=13270>

2.14 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 Building or its grounds. The University will treat noise made between the hours of 11.00pm and 7.00am as serious noise nuisance. Serious or persistent noise nuisance will lead to disciplinary action, and in some cases termination of the Student's tenancy by following the University Fitness to Reside Policy which can be found at <https://www.bangor.ac.uk/accommodation/essential.php.en>

There is a zero tolerance policy towards noise during the period of examinations.

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 these conditions.

Students must not distribute flyers or leaflets on behalf of any external organisation, commercial or otherwise, in any part of the residential campus. Students should also take care not to allow anyone else to enter the Building who may be intending to distribute leaflets. Anyone with a valid reason for entering the Building will already have the means of access. Students should never allow 'tail gating' for any reason. If a Student believes someone has gained unauthorised access to a University building, they should notify the Halls Office or the University's 24-hour security service as soon as possible.

2.15 Not to bring into the Accommodation any animal unless it is a trained 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.

If a Student has an assistance animal in their Building, that Student is responsible for the animal's welfare, behaviour, and any repair, replacement or cleaning necessary as a result of the animal being there.

Students must not feed "stray" animals or wild animals, or encourage them into the Building.

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

Vehicle parking at the University is controlled by permit. 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 Property & Campus Services to make enquiries – 01248 382554.

Parking permits allow parking of vehicles only. Students are not permitted to carry out vehicle maintenance (except in emergency) or vehicle washing on university property.

Vehicles must only be parked in designated parking bays. Student who park in any Red Hatched area will be subject to University Disciplinary procedure.

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

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

Students may not run any business from their Accommodation or any other part of the Building.

Students must not use the Accommodation for any purpose other than as their private residence.

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

Most of the Accommodation is only suitable for occupancy by one person and dual occupancy is not allowed. The exceptions to this are some of the larger Studios in the St Mary's Village where two occupants are allowed as long as both are registered with the University.

However the University appreciates that some Students will want to bring friends back to their accommodation who may wish to stay overnight. It is the University's aim to create and maintain a harmonious living environment for all residents and having the co-operation of all residents will help to achieve this. Therefore we may allow occasionally a family member or friend to share the Student's room for a maximum of two nights in any 7 day period. Residents **MUST** notify their fellow residents/flatmates if they plan on having an overnight guest and if a fellow resident objects their feelings should be taken into consideration. Residents should be particularly sensitive in female only or male only corridors when considering inviting guests of the opposite sex to remain overnight. Residents should register their guest's details by going to www.bangor.ac.uk/myroom and completing the 'Register your guest' request.

Students must not rent out their Accommodation to anyone else, or allow anyone else to stay in it when they are not there.

Students are responsible for their guests' behaviour, and this includes being liable for any damage they cause. Guests may be required to leave the Accommodation at any time if the Senior Wardens or the Security staff reasonably believe a Student's guests are conducting themselves in an improper manner or causing a disturbance to other residents. Students must ensure that their guest is made aware of fire evacuation procedure.

OVERNIGHT GUESTS ARE NOT ALLOWED IN SNOWDON HALL, WREXHAM.

Students must not exchange rooms without obtaining the prior written agreement of the Halls Office staff. The University will charge an administration fee of £25.00 for authorised room exchanges. The University will usually treat unauthorised room exchanges as a disciplinary matter, and will charge its reasonable administration fees for regularising or reversing room exchanges.

2.19 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, but if they do, it is important to forward the document promptly to the Halls Office.

2.20 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

Some of the entrance doors 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 a University building unless it is a person authorised by the University who has shown evidence of their authority to be there. Students should avoid writing down the entry code. If the entry code is disclosed, the Student concerned should report this to the Halls Office. Entry codes may be changed

from time to time for security reasons. The University will give affected Students reasonable advance notice before changing an entry code.

Keys and entry cards/fobs are the Student's responsibility from the point of collection. No duplicate keys must be made.

If a Student forgets or loses their key, key card or key fob, Security Staff can open the Accommodation but the Student will not be allowed to stay in a room unless they provide evidence of their identity. Students will incur a £5 charge (which will appear on their University account) each time Security Staff open their door following a lockout. Full information will be provided to Students in the online information booklet. Any lost key (or other access device) must be reported to the Halls Office as soon as possible. The charge for issuing each replacement key or key card is currently £20. 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, or after moving to a different room, will be charged a fee. The fee will be £20, plus an administration charge of £25. If the keys are returned within 14 days the £20 charge will be removed, however, the £25 admin charge will remain on the account. If the keys have not been returned within 14 days 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.

The University offers limited storage facilities over the summer vacation period. This can be arranged and paid for through the Halls' Office.

If a Student returns their keys to the University part-way through the Period of Residence, this will not bring the Student's tenancy to an end. The Student's liability to pay the Rent will continue until their tenancy has been properly terminated in accordance with these conditions. The Student may only terminate their residence contract early in accordance with condition 5.

2.21 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 £25.

If the Student is in breach of these 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 Rent 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.

If the University has to take enforcement action against a Student, the Student concerned agrees to pay the University's costs of taking that enforcement action, as long as the University acts properly and reasonably in the matter of incurring costs.

Fittings, furniture and Contents are often more expensive to replace than they are in the average home. This is because items used in communal living have to meet more rigorous standards than domestic items.

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 recurring card authority as detailed in the Student Welcome Week Diary. Payment of charges will normally fall due 14 days after the University's invoice.

2.22 Council tax and other local taxes

The Rent does not include council tax or any other local taxes. Students registered with the University will normally be exempt from having to pay council tax. If any council tax is charged against the Accommodation, the Student will pay the council tax to the local authority or, if the tax has been paid by the University, the Student will reimburse the University within 14 days of invoice.

If any part of the Building other than a study bedroom becomes chargeable to council tax or any other local tax, the Students entitled to use those parts of the Building agree collectively to pay the tax (or to reimburse it to the University within 14 days of invoice).

3 University's Obligations

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

3.1 To abide by the UUK Accommodation Code

3.2 To provide the Services

The services which are included in the Residence Charge are

- (a) repair of the Building
- (b) insurance of the Building
- (c) providing an electricity supply to the Accommodation and Shared Areas
- (d) heating and lighting the Accommodation and Shared Areas
- (e) providing hot and cold running water to the Accommodation and Shared Areas
- (f) disposal of rubbish deposited by the residents in appropriate receptacles
- (g) regular cleaning of the Shared Areas except those in the Town House bathrooms
- (h) residential and security staff

Laundrette services are available at all University residences. 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.

3.3 At the start of the Period of Residence, to put the Accommodation 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.

3.4 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 routine room inspections are given (usually by email). These will not specify a precise time for each room. Planned maintenance visits will be notified to Students 7 days in advance.

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.

3.5 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary

The University will use reasonable endeavours to carry out planned maintenance work during the vacations where practicable. The University will give 7 days' advance notice if planned maintenance work is to take place.

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

3.6 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 4.2 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.

4 Other Conditions

4.1 The Student is responsible for the conduct of any invited visitor(s) or guests

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 contract (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

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 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 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 Student's residence contract

- 4.7** Notices given under the residence contract must be in writing and the University's address for service is The Halls Office, Ffriddoedd Village, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP.
- 4.8** The residence contract between the University and the Student is not intended to confer any benefit to anyone who is not a party to it
- 4.9** The residence contract (including these conditions, and any applicable policies or regulations communicated to the Student before the residence contract comes into effect) contains all the terms agreed to by the University and the Student at the time it comes into effect. Any variation to the terms will only be effective if agreed between the Student and 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 contract to the Accommodation Liaison Group chaired by the Director of Student Experience.
- 4.11** Students who wish to move to a different room may place their names on a waiting list. 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. The Student agrees to pay the University a £25 administration charge when they move to a different room.
- 4.12** The residence contract between the University and the Student is an agreement for a tenancy under paragraph 8 of schedule 1 of the Housing Act 1988. The residence contract is not an agreement for an assured shorthold tenancy.

5 Termination of a Student's Residence Contract

- 5.1 Late arrival** – this condition should be read in conjunction with conditions 2.1 and 2.3 relating to rent pre-payments and late arrivals. The Halls Office may cancel a Student's residence contract (but has no obligation to do so) if the Student:
- (a) Does not make arrangements for late arrival and does not take occupation within 7 days of the start of the Period of Residence; or
 - (b) Having made arrangements for late arrival, does not take occupation within 4 weeks of the start of the Period of Residence.

In either case, the University will not refund the rent pre-payment.

The University is only likely to cancel a Student's residence contract if the University is able to find a suitable replacement student. If a suitable replacement student is found, the University will refund Rent paid by the Student in advance in relation to any period during which the Accommodation is occupied by the replacement.

If a Student does not take up their tenancy and the University does not cancel the residence contract, the Student is liable to pay the Rent for the remainder of the Period of Residence.

5.2 Termination by the University

The University may (but is not obliged to) terminate, a Student's residence contract at any time by serving notice on the Student if

- (a) any payment is overdue by 28 days or more
- (b) the Student is in serious or persistent breach of any of the Student's obligations set out in these conditions following the University Policy on Fitness to Reside

- (c) the University has imposed a disciplinary sanction of exclusion from the University
- (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 Student Code of Conduct indicates what type of behaviour may give rise to termination of a contract)

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

If, following a disciplinary decision, the Student is suspended from the University, the University will usually try to agree a period of absence with the Student as an alternative to proceedings for eviction.

5.3 Termination by the Student

Please see information on the website:

<http://www.bangor.ac.uk/accommodation/documents/withdrawal-from-hall-EN.pdf>

A residence contract between a Student and the University is **legally binding**. After accepting their Offer, Students should not enter in to any other contract or agreement for accommodation during the Period of Residence, because it may mean having to pay two rents. The University will not release a Student from their residence contract on the grounds that the Student has entered into a tenancy or some other form of agreement with a third party.

Any Student who is intending to withdraw from their studies at the University should first speak to Student Services to complete the necessary paperwork. A copy of this paperwork should be brought to the Halls Office to arrange termination of the Student's residence contract. Please see: <http://www.bangor.ac.uk/accommodation/documents/withdrawal-from-hall-EN.pdf> for full details, including details of the early termination charges that apply.

Any Student not intending to withdraw from the University but wishing to leave their accommodation should understand that this can only be allowed if an alternative suitable tenant can be found. 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. If the Student is released from their residence contract they will be required to make payment up to the date that the alternative tenant enters into a residence contract. Please see: <http://www.bangor.ac.uk/accommodation/documents/withdrawal-from-hall-EN.pdf>

If the Student finds a potential replacement tenant the Student should contact the Halls Office with the proposed replacement. The University will not have to accept a replacement unless they consider (acting reasonably) the replacement to be suitable. The proposed replacement must be a university student, must not be in debt to the University and must not already occupy accommodation owned or managed by the University.

Sometimes the University already has vacant rooms. The University may let these vacant rooms to Students on the waiting list before allocating someone to the room a Student wishes to leave.

If a Student hands in his/her keys to the University before a replacement Student enters into a residence contract, the Student remains liable for the Rent until the new residence contract 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 contract.

5.4 If a residence contract is terminated early by either the University or the Student:

- (a) The pre-payment will be refunded to a Student who is not taking up their course at University provided that the Student has notified the University in writing that they wish to cancel their residence contract at least 7 days before the start of the Period of Residence. The pre-payment will be refunded to the Student if the University cancels the residence contract through no fault of the Student. If the Student is eligible for a refund of the pre-payment, the Student is also entitled to a refund of any other payments they have made towards the Rent. Refunds of pre-payments in other circumstances are not normally given and are entirely at the University's discretion.
- (b) Even where the pre-payment is not refundable, if a replacement student enters into a contract for the Accommodation, the University will refund a fair proportion of any Rent the Student has paid in advance towards the unexpired part of the Period of Residence (so that the University is in the same financial position as if the Student had paid for their Accommodation up to the end of the Period of Residence).
- (c) The University may deduct any money due to the University before refunding pre-paid Rent, including the University's administration fee of £25 for cancelling a residence contract during the Period of Residence.
- (d) If the University is unable to re-let the Accommodation to a suitable replacement, the University will not make any refunds and the Student will remain liable for any unpaid Rent up to the end of the Period of Residence.
- (e) The University will not make any charges for early termination or insist on payment of the balance of the Rent where the reason for termination is because the Student's health does not enable them to live independently or continue their studies at the University (independent verification will need to be provided).

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. Unless the reason for relocation is the Student's breach of these conditions, the Student will have the right to terminate their residence contract (without having to comply with the conditions in clause 5.3) as an alternative to relocating. The University will not be liable to pay the Student any compensation if a Student is relocated to comparable accommodation.

Damage	Cost	
Additional cleaning	£10.00	minimum
Angle poise Lamp	£75.00	minimum
Bed Base	£120.00	minimum
Bedside Cabinet	£80.00	
Blinds	£35.00	minimum
Book Shelves	£65.00	minimum
Carpet and flooring replacement	£150.00	minimum
Clean Bedroom at end of tenancy if not left up to standard	£30.00	
Clean ensuite at end of tenancy if not left up to standard	£30.00	
Computer Chair	£60.00	minimum
Cooker including connection and removal	£185.00	minimum
Curtain Replacement	£100.00	minimum
Data Socket	£30.00	
Desk Chair	£60.00	minimum
Desk Lamp	£10.00	minimum
Desk	£100.00	minimum
Dining Chair	£15.00	minimum
Dining Table top (only)	£75.00	
Dining Table	£165.00	
Disposal of large items(eg TV/computer)	£25.00	minimum
Door Frame Repair	£75.00	minimum
Door Lock	£100.00	minimum
Door noticeboard	£15.00	
Fire blanket	£10.00	minimum
Fire extinguisher (new)	£75.00	
Fire extinguisher (refill)	£35.00	minimum
Fridge or Freezer	£125.00	minimum
Hand basin	£223.00	
Hole in wall or ceiling (per sq. metre)	£35.00	minimum
Ironing board	£15.00	

Kettle	£10.00	
Kitchen Bin replacement	£80.00	minimum
Mattress	£78.00	minimum
Microwave	£50.00	
Minor wall damage (scratch/stain) per 5cm diameter	£10.00	minimum
Mirror	£12.00	minimum
Room noticeboard	£28.00	minimum
Shower curtain replacement	£12.00	
Shower Door replacement	£200.00	
Sofa	£200.00	minimum
Technician call-out fee for negligent use of equipment	£80.00	minimum
Toaster	£20.00	minimum
Toilet	£151.00	minimum
Toilet seat	£15.00	minimum
Vacuum cleaner	£105.00	minimum
Wall repainting	£54.00	minimum
Wardrobe	£192.00	
Wardrobe door	£30.00	
Window re-glaze	£175.00	minimum

Labour may also be charged in some instances at a minimum of £15.00.

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