

BANGOR UNIVERSITY STANDARD RESIDENCE CONDITIONS

Important Information

For the academic year 2020/21, if the University has to postpone the start of the Period of Residence due to Covid-19, the Student does not need to give notice of late arrival unless they will be arriving after the Postponed Start Date. If the University postpones the start of the Period of Residence, the “first day” or “the start” of the Period of Residence” will be the Postponed Start Date. The “end” of the Period of Residence will be the date the Period of Residence expires, as stated in the Offer OR, if sooner, the date the University or the Student ends the accommodation contract, as permitted by its terms.

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 unless the Student's tenancy is terminated in one of the ways set out in these terms and conditions. The Student does not have a 'cooling off' period or right to cancel just because the Student has changed their mind about whether they want the accommodation. 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 interest 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.

If the Student fails to make a payment of Rent in full before the end of the period of 14 days beginning with the date (“the due date”) on which the payment is required to be made in accordance with the tenancy agreement the Student will be liable to pay to the University the interest at 3% per annum above the Bank of England base rate in relation to each day after the due date for which the rent remains unpaid, applied to the amount of Rent that remains unpaid at the end of each day.

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 Student from having to pay interest. 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 University will ask the court to order the Student 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 University will ask the court to order the Student 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 unless explicitly stated in these terms and conditions.

2.3 To give the University notice of late arrival (not Covid-19 related)

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 give the University notice of late arrival (Covid-19 related)

If the Student is prevented from travelling to the Accommodation to start their tenancy when planned because government Covid-19 regulations forbid it, then the Student may postpone the start of the tenancy for up to 12 weeks. The following conditions in this clause 2.4 apply.

The Student must let the University know as soon as practicable if the Student is prevented from travelling to the Accommodation when planned.

If the reason the Student is prevented from travelling is to comply with regulations in Wales or in any other part of the United Kingdom through which the Student has to travel, the Student will not have to pay Rent whilst those regulations continue to prevent the Student from travelling.

If the Student is prevented from travelling because of regulations that apply outside the United Kingdom, the Student will need to provide evidence in the English or Welsh language (such as a doctor's note or details of the regulations that applied in the country from or through which the Student needs to travel) or the Student will still be charged Rent from the date the tenancy was due to start.

If the Student is still unable to travel to the Accommodation 12 weeks after the tenancy was due to start, the Student may cancel their accommodation contract by notifying the University in writing (including email).

2.5 Delayed start to the academic year due to Covid-19 (2020/21 only)

The University may start some courses later than normal. This is to enable people to comply with regulations and guidance relating to travelling and physical distancing during the Covid-19 pandemic.

In these terms and conditions, **Target Start Date** means Sunday the 27th September 2020 and **Postponed Start Date** means such later date as the University may specify as being the first day of the Period of Residence if the University delays the start to the academic year due to Covid-19.

If the University does not postpone the start of the academic year, all Periods of Residence will start on the Target Start Date.

The University will not be able to specify at the time of entering into the contract what any Postponed Start Date will be, but the University will notify the Student at least 14 days in advance of the Target Start Date if the beginning of the academic year is to be postponed.

If the Period of Residence begins on the Target Start Date the Student will be liable to pay Rent from the Target Start Date, except for any valid period of postponement by the Student as permitted under clause 2.4. The Student's Period of Residence will end as stated in the Offer.

If the Period of Residence starts on a Postponed Start Date the Student will be liable to pay Rent from the applicable Postponed Start Date, except for any valid period of postponement by the Student as permitted under clause 2.4. If the University notifies the Student of a Postponed Start Date, the University will confirm at that time whether the Student's Period of Residence will end on the date stated in the Offer or on some later date. The duration of a postponed Period of Residence will not be longer than the duration stated in the Offer.

The University will be able to provide accommodation for some students after the end of their tenancy, but students who want additional weeks will need to apply during their tenancy. Extra weeks are subject to availability of accommodation, which may be in a different residence to the one the Student was living in during their tenancy.

2.6 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 claim from 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.

2.7 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 (and jointly with other students, the Shared Areas) 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 claim the proper costs of doing so (including an administration fee) from the Student (or group of students in the case of Shared Areas if no single person is responsible). Objections from any Student who considers University has claimed unfairly 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 claimed from each of the Student(s) responsible for them).

At the end of the Period of Residence or on earlier termination of the tenancy, 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 as liquidated and ascertained damages its reasonable storage charges, a £10 administration fee, and (where applicable) and as general damages 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 sale proceeds 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.

2.8 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 claim from the Student the proper cost of making good the damage or loss which may include the cost of staff time for having to arrange replacement or repair. A list of the typical amounts which are claimed 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 claiming 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.

2.9 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 compensation due to the University for having to repair the damage or reinstate the loss

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 damages (compensation) should not be claimed from them (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 a greater share of the compensation is claimed from other students in the Building as a result.

2.10 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.

2.11 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, and televisions. With the exception of hand-held hair dryers, high wattage equipment (such as power tools, portable air conditioning units, kettles and other heat generating appliances) is not permitted.

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

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 any part of the Building, as they are 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. The University will provide the Student with advice on request if the Student is unsure whether an extension lead is suitable for the intended use.

International travel adaptors used within the Building must have a 13amp fuse, shrouded pins and also be European in origin, preferably showing the CE Kitemark. Suitable international adaptors are available to buy 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.

2.12 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 with sufficient clear floor space 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'.

2.13 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 induction 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.

In 2020/21 the University may from time to time introduce additional policies or guidance for the protection and welfare of staff and students during the coronavirus pandemic. Students must comply

with such policies and guidance, in addition to any applicable regulations or guidance issued by the UK or Welsh government.

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

The Student must inform and obtain approval from the Halls Office prior to arrival of any additional furniture that they wish to bring with them to the Building. All additional furniture will need to be assessed for compliance with fire regulations as well as its suitability to fit the available space in the Accommodation. The Student will be required to remove any furniture that has not been approved by the Halls Office, so it is advisable to make sure that approval is recorded in writing.

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 University will claim from the Student, as damages (compensation) 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, the costs will be treated as a claim for a collective compensation payment under condition 2.9.

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 or surrender to the authorities. 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 into the Building or onto any part of the University campus. The University will always report a reasonable suspicion or discover of the 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 the communal doors in the Building.

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

2.14 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 claim from Students as damages (compensation) 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 or any other part of the Building 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.

2.15 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 online 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 available online at <https://my.bangor.ac.uk/content/online-handbook.php.en>

2.16 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.

2.17 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 (such as making sure there is nobody with allergy to animal hair or fear of dogs living in the same flat).

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.

2.18 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, students 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 liable to University disciplinary action.

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

2.19 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.

2.20 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 if both are registered with the University.

The University appreciates that some Students will want to bring friends back to their Accommodation 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.

In the academic year 2020/21, restrictions will apply to having guests in order to comply with applicable legislation and guidance relating to the Covid-19 pandemic.

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 a fee of £25.00 for arranging the room exchange, as it is a variation to the Student's contract. The University will usually treat unauthorised room exchanges as a disciplinary matter and will claim from the Student as damages the cost of staff time reasonably incurred in regularising or reversing room exchanges.

2.21 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.

2.22 To return all keys, fobs and entry cards ("access devices") 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.

Access devices are the Student's responsibility from the point of collection. No duplicate access devices must be made. The Student must always keep their access devices with them when they leave their Accommodation – even if they are not leaving the Building.

If a Student forgets or loses their access device, or has it stolen, or damages it, Security Staff can open the Accommodation, but the Student will not be allowed to stay there unless they provide evidence of their identity. The University may claim, as damages, the reasonable costs of attending a lock-out if the Student has not taken proper care of their access device(s). The University will not claim for the cost of attending lockouts if the access device or lock malfunctions through no fault of the Student's. Full information will be provided to Students in the online information booklet. Any

lost, stolen or damaged access device must be reported to the Halls Office as soon as possible. The University will re-charge to the Student the costs which the University reasonably incurs in replacing the access device and will provide the Student with written evidence of the amount charged.

If the University reasonably considers it necessary to change the locks, the proper costs of doing so will be claimed as damages (compensation) from the Student.

Students who do not hand in their access devices at the end of the Period of Residence, or after moving to a different room, will be charged the costs which the University reasonably incurs in replacing the access device(s), and provided with written evidence of the amount charged.

If the keys have not been returned within 14 days after the due date for their return, the locks may be changed and the proper costs of doing so will be claimed as damages (compensation) from the Student.

The University offers limited storage facilities over the summer vacation period, but these facilities are not part of the accommodation contract. Summer storage can be arranged and paid for through the Halls' Office.

If a Student returns their access devices 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, *any special conditions included in the Offer of Accommodation, or with the University's prior written agreement.*

2.23 To pay to the University all costs reasonably incurred in enforcing the Student's obligations or arising from a breach of them.

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, to recover the arrears of Rent, and to claim 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. The costs that the University can recover from the Student will be assessed by the court if the amount cannot be agreed between the University and the Student.

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 must meet more rigorous standards than domestic items.

Any additional amounts which the University is entitled to claim from the Student during the course of the year (for example, payment for damage) will be added to the Student's account. The University will notify the Student in writing of the amount claimed. Unless the Student notifies the University in writing within the next 14 days, the University will take payment under the Student's recurring card authority. Where the Student disputes the amount claimed, the Student agrees to co-operate with the University to try and resolve the dispute. Payment will then fall due within 14 days of written agreement to the claim, or as ordered by the court.

2.24 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 Universities UK Code of Practice for the Management of Student Housing**

The code is available to view at <https://www.universitiesuk.ac.uk/accommodationcodeofpractice>

3.2 **To provide the Services**

The services which are included in the Rent 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.

It may be necessary for the University to suspend, vary or supplement the Services in order to comply with regulations and guidance issued by the UK or Welsh governments during the Covid-19 pandemic. The University will treat students fairly and reasonably if changes need to be made. Such changes will not be deemed to constitute an alteration to what the University agreed to provide.

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.

If work needs to be carried out, the Student will, if requested, leave the area in question temporarily to facilitate social distancing between the Student and the worker.

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 or handed over to the police) 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. The University may amend or supplement these conditions if it is reasonably necessary to do so in order to comply with the University's statutory obligations and guidance. The Student and the University may in individual cases agree to a variation to the terms of a contract, but that variation 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. If the variation is made at the Student's request, the Student must pay the University's reasonable administration charges.
- 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 request a 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. Notwithstanding the parties' intention that the residence contract shall be subject to English law, for the purposes of The Renting Homes (Wales) Act 2016, the residence contract is a standard occupation contract.

5 Covid-19

5.1 Arrival Arrangements specific to Covid-19

To maintain personal distancing on arrival dates, the University will give students a 2-hour window during which the Student can pick up keys move into the Accommodation. The Student may be turned away if the Student arrives at a busy time outside that window and will then need to re-schedule a check-in slot.

The Student can travel to university with members of the Student's household, but the University may ask them not to enter university buildings.

The University will follow regulations and guidance relating to Covid-19 as applicable in Wales and will make reasonable adjustments to its procedures to maximise safety and minimise

inconvenience during arrival time.

THE STUDENT is responsible for complying with regulations and guidance relating to Covid-19, as applicable in Wales. These can change from week to week, and the Student must make sure that they keep up to date with the latest information and be aware that the regulations and guidance in Wales may be different from those that apply in other parts of the UK.

5.2 Health and Safety specific to Covid-19

Students are strongly recommended to wash hands well whenever leaving or returning to the Accommodation– even if only going to another part of the building.

The University may need to vary some of the facilities and amenities it provides, such as changing cleaning routines or closing common rooms. There will be no reduction in Rent and no compensation in these circumstances, because of the additional services being provided to manage covid-19.

Some facilities (such as pay-as-you-go laundries) may be put on a rota basis, so that the Student is only able to use them during his/her allocated times.

5.3 Quarantine Period

The Student may be required by the University or by the UK or Welsh government to spend a period in quarantine (isolation) on arrival in the UK or at university. If that is the case, and only if that is the case, this clause 5.3 applies.

The Student may choose to complete their quarantine period before the start of their Period of Residence (either before the Target Start Date or, if applicable, before the Postponed Start Date). The Student may therefore need to travel to the UK at least 2 weeks before the tenancy is due to start. This could be as early as Sunday 13th September 2020.

The Student must notify the University, at least 7 days before the Student is due to arrive in the UK, of the date, time and location of the Student's arrival in the UK. Time of notification is of the essence, and the University does not have to provide the Student with quarantine assistance if the Student does not notify the University in good time before their arrival.

On arrival at the University the Student will be provided with free accommodation for up to 2 weeks. This accommodation is likely to be in a flat with other students who are in quarantine. Each student will have their own bedroom, but some facilities will be for shared use of the students in the flat.

Flat sharers will be encouraged to limit the use of shared facilities to one person at any one time.

The Student must only use their own crockery and cutlery, and not share them with others. The Student must always leave the shared facilities clean after using them.

The accommodation provided and the people sharing facilities with the Student during an isolation period may not be the same as they will be during the tenancy. The Student must relocate to the allocated term-time accommodation at the end of their isolation period if requested to do so by the University.

The University will provide on-line activities whilst the Student is in quarantine, and there will be people at the University whom students can contact if they experience difficulties during this period.

Mail and parcels addressed to the Student will be brought to the flat. The Student is requested only to order essential items during this time.

The Student must always comply with reasonable requests made by our staff that relate to health and safety.

The University is likely to report breaches of quarantine to the police or the UK Border Force.

If the Student does not comply with the conditions set out in this clause 5.3, the University may decline to provide or complete quarantine assistance. The Student will then have to make his/her own quarantine arrangements and provide the University with evidence that the Student has completed their quarantine period before the University will allow the Student to move into the Accommodation.

Subject to clause 2.4, the Student will be liable to pay Rent from the Target Start Date (or from any applicable Postponed Start Date), even if they have not completed their quarantine by that date, or have been refused access to the Accommodation because they could not prove they had completed a required period of quarantine elsewhere.

5.4 If covid-19 returns

The Student and the University must comply with the law. As far as the law allows, the Student and the University agree to try and perform their respective obligations in the accommodation contract.

If government or local regulations require the University to close, it must close. The Student will not be charged Rent for any period during which the UK government, Welsh Assembly or local authority says the Student is not allowed to live in the Accommodation, as long as the Student does in fact leave it. If regulations require the Student to stay in the place where s/he is living, the Student must stay there whilst those regulations apply. The Student will be charged Rent for the time that s/he is required to stay at the Accommodation, even if s/he breaks the law and leaves the Accommodation.

The University may choose to close the Student's hall of residence, for the health and safety of students and staff, even if government or local regulations do not require it to do so. If the University closes the Student's hall of residence because it chooses to close it, the Student will not be charged Rent for the period of closure, as long as the Student does in fact leave the hall of residence. If the University chooses to close the Student's hall of residence for longer than 4 weeks, the Student will have the right to cancel the contract for accommodation rather than return when the residence is re-opened. To cancel, the Student must notify the University of the Student's wish to cancel within 7 days of when the University notifies the Student that s/he can return.

The Student may choose to leave the Accommodation if government and local regulations allow, but unless the University is required to close or chooses to close the Student's hall of residence, the Student will continue to be liable for Rent to the end of the Period of Residence, whether the Student is living in the Accommodation or not.

If the Student's tenancy is interrupted or if the Student chooses to vacate the Accommodation for longer than 7 days, the Student must leave the Accommodation clean and remove all perishable items before departure. The Student can leave personal possessions in the Accommodation until the end of the Period of Residence, but not longer. If the Student cannot collect their belongings in person at the end of the Period of Residence, the Student must organise for packing and freight of their possessions with a contractor of the Student's choice and at the Student's expense. The University will dispose of personal belongings that remain in the Accommodation at the end of the Period of Residence unless before the end of the Period of Residence the Student has notified the

University that the Student's contractor will be removing the Student's belongings within 7 days after the end of the tenancy period, and they are moved within that timescale. Whoever packs the Student's belongings (including the Student) may need to make an appointment to come and collect them.

- 5.6 If the Student is required to be in quarantine ("lockdown") at the end of the Period of Residence and cannot lawfully move out of the Accommodation the University will notify the Student at the time of any assistance it will give. However, the University cannot make any promises or guarantees of assistance this far in advance.

6. Termination of a Student's Residence Contract

6.1 Late arrival – this condition should be read in conjunction with conditions 2.1, 2.3 and 2.4 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.

6.2 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)
- (e) the Accommodation or the Shared Areas serving it are not reasonably fit for habitation.

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.

Termination under condition 5.2(e) shall not affect the Student's entitlement to claim damages.

6.3 Termination by the Student

Withdrawal from University

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 into 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.

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

The effect of cancellation will depend on whether cancellation is because of coronavirus or for some other reason.

Cancellation because of coronavirus

In 2020/21, this clause may be supplemented by measures relating to the management of coronavirus that the University subsequently introduces for the protection or benefit of students provided that the measures are made in good faith and do not create a significant imbalance in the rights and obligations of the parties that is detrimental to the Student.

If the University postpones the start of the Student's tenancy by more than 8 weeks, the Student can cancel his/her accommodation contract. To cancel under this clause, the Student must notify the University of the Student's cancellation in writing (including email) during November 2020.

The University can cancel the Student's accommodation contract if the University postpones the start of the academic year by more than 8 weeks.

If the Student is prevented from travelling to the Accommodation at the start of the Period of Residence because government regulations in force at the time forbid it, the Student may postpone the start of his/her tenancy for up to 12 weeks. The following conditions apply.

- The Student must notify the University as soon as reasonably practicable after the Student becomes aware that s/he will be prevented from travelling to the Accommodation as planned.
- If the reason the Student was prevented from travelling was to comply with regulations in Wales or in any other part of the United Kingdom through which the Student has to travel, the Student will not have to pay Rent whilst those regulations continue to prevent the Student from travelling.
- If the Student is prevented from travelling because of regulations that apply outside the United Kingdom, the Student will need to provide evidence in the English or Welsh language (such as a doctor's note, or details of the regulations that applied in the country the Student was travelling through or from) or the Student will still be charged Rent from the date the Student's tenancy was due to start.
- If the Student is still unable to travel to the Accommodation 12 weeks after his/her tenancy was due to start, the Student may cancel his/her accommodation contract by notifying the University in writing (including email).
- Cancellations under this clause must be notified to the University within the 12 weeks after the date the Student's tenancy was due to start.
- The Student must state in his/her notice of cancellation the reason the Student was prevented from travelling (for example, regulations in England or Wales, or regulations in the country the Student intended to travelling from or through).
- The Student must send the University evidence in the English or Welsh language in support of his/her cancellation notice if the reason the Student was prevented from travelling for more than 12 weeks is anything other than to comply with regulations in England or Wales, otherwise the cancellation will not be effective.
- The University can cancel a Student's accommodation contract if the Student is prevented from travelling to the Accommodation for more than 12 weeks after his/her tenancy was due to start.

The Student may not cancel his/her contract if the Welsh or the UK government requires the Student to leave our residences to prevent the spread of covid-19. However, for as long as the

Student does vacate during any such required period of closure the Student will not be charged Rent. The Student will become liable for Rent again once the Student is permitted to return to the Accommodation after a period of government-enforced closure (even if the Student does not return immediately). If the Student does not vacate when the government requires, the Student will remain liable for Rent and any fines that the state may impose for breach of regulations.

The Student may cancel the accommodation contract if the University asks the Student to vacate the Accommodation for more than 8 weeks, at a time when the University is not required by the government to do so.

If the Student or the University cancels the accommodation contract as allowed above:

- The University will refund the pre-payment if the Student has not started their tenancy at the time of cancellation, but the pre-payment will not be refunded once the Student has begun to occupy the Accommodation.
- The Student will not have to pay the University any Rent from the date of cancellation
- The University will not pay the Student anything except for returning any money previously paid in respect of a period after cancellation.

Cancellation for a reason other than coronavirus

- (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).

6.4 Relocation to alternative accommodation

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. It shall always be reasonable to relocate the Student for the purpose of managing the impact of coronavirus or in order to carry out urgent works at the accommodation that cannot reasonably be done whilst the Student

is living there. Other health and safety grounds are likely to be reasonable too, but the grounds for relocation do not have to be based on health and safety, as long as they are reasonable. The University will not be liable to pay the Student any compensation if a Student is relocated to comparable accommodation. Nothing in this condition affects the Student's statutory rights.

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Damage	Typical amount claimed	
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 en-suite 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 (e.g. 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 claimed in some instances at a minimum hourly rate of £15.00.

Please note – this list is not exclusive and the amount claimed may vary according to circumstances.