

BANGOR UNIVERSITY
Licence to Occupy for Under 18's

This licence is dated: The date you accept your Residence Agreement electronically and we send you an email from the Halls Office Team confirming that you have accepted your Residence Agreement.

Parties

- (1) Landlord: Bangor University of College Road, Bangor, Gwynedd,
- (2) LL572DG registered charity no 1141565
- (3) Student Name: As shown in the "Residence Agreement" section of the "Your Offer" page of the Bangor University portal of;
- (4) Address: As shown in the "Your Accommodation" section of the "Your Offer" page of the Bangor University portal.

Agreed terms.

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

- 1.1 Definitions:
- 2 **Building** means, if the Property is a flat, the building or block of flats in which the Property is situated.
- 3 **Common Parts** means those parts of the building which are not let to another person and are used by the Licensee in common with others and may include pathways, entrance halls, passageways, stairways and corridors, any communal facilities provided by the Licensor (e.g. lounge, laundry facilities) gardens, communal car park and the like;
- 4 **Contents:** the furniture, furnishings and any other items which are provided by the Licensor and are listed in the inventory attached to this agreement.
- 5 **Licence Fee** means the sum/s payable under this Licence for the occupation of the Property as varied from time to time in accordance with this Licence.
- 6 **Licence Period** means the period from the date of this Licence to the Termination Date.
- 7 **Occupation Contract** means an occupation contract under the RHWA which may be granted by Bangor University to the Licensee under clause 5.3.

8 **Property** means “as shown in the “Your Accommodation” section of the “Your Offer” page of the Bangor University portal.”

9 **RHWA** means the Renting Homes (Wales) Act 2016 and all Regulations made under that Act.

10 **Termination Date** means the date which is the day before the Licensee's 18th birthday.

10.1 Clause headings shall not affect the interpretation of this agreement.

10.2 References to clauses are to the clauses of this agreement.

10.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

10.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

10.5 A reference to **writing** or **written** includes e-mail.

10.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Licence to occupy.

2.1 Bangor University permits the Licensee to occupy the Property and to use the Common Parts (if any) and the Contents (if any) for residential accommodation only during the Licence Period.

2.2 **Payment of Rent:** The Licensee must pay the Licence Fee/Rent, unless, before the occupation date, you accept one of the payment plans offered by the landlord on the Bangor University portal, the rent is payable in advance for the whole period of residence under this licence. If you accept one of those payment plans, you must pay the rent in accordance with the terms of the relevant payment plan. the landlord may (but is not obliged to) provide alternate payment structures. More information can be obtained by contacting the Halls Office. Any alternate payment structures are given as concessions which do not legally bind the landlord and will not constitute a variation of this licence and are without prejudice to the landlord's rights under this licence.

2.3 The amount of the Licence Fee at the start of this Licence is: As shown in the “Your Hall Fees” section of the “Your Offer” page of the Bangor University portal.

2.4 Bangor University can increase the Licence Fee at any time by giving you not less than four weeks' written notice which specifies the new Licence Fee and the date from which it is payable.

2.5 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between Bangor University and the Licensee by this agreement.
- (b) Bangor University retains control, possession and management of the Property.
- (c) this Licence is personal to the Licensee and cannot be transferred in any way to another person or persons.
- (d) the Licence is not an occupation contract under Section 7 of the **RHWA** because the Licensee is under the age of 18 years. The RHWA does not apply to this Licence.

3. Licensee's obligations

3.1 The Licensee agrees with Bangor University:

- (a) to reside at the Property alone.
- (b) to use the Property only as a private residence for occupation by the Licensee.
- (c) to keep the Property and the Contents clean and in good condition.
- (d) in the event that damage is caused to the Common Parts the licensee will be responsible for payment to Bangor University for will be responsible for the of the costs of repair
- (e) in the event that damage is caused to the Common Parts and there being no agreement between those with who have a right to use the same in common with each other in respect of i) who is responsible or ii) covering Bangor University's costs of repairing the same, the Licensee agrees that Bangor University may divide the costs equally between those who have a right to use the Common Parts and that the Licensee will be responsible for the applicable percentage of the costs of repair
- (f) not keep anything in the Property that would be a health and safety risk to the Licensee, any persons visiting the Property or any persons residing in the vicinity of the Property.
- (g) not tamper with or remove smoke/carbon monoxide detectors/alarms from the Property.

- (h) not allow the Property to get into a state where it could cause injury to the Licensee or any other person.
- (i) to take reasonable steps to ensure the Property is secure and notify Bangor University if you are to be absent from the Property for more than 7 days, by logging your expected date of your departure from Halls and the expected date of your return via the Halls website.
- (j) to be responsible for any lost keys and/or cards for the property and, where applicable, the building and pay to Bangor University the cost of any replacement/s;
- (k) not to park a vehicle on a footpath, crossing, grass verge, or paved area belonging to Bangor University or to park anywhere which would obstruct emergency services or cause a nuisance or annoyance to any other person.
- (l) not keep an animal in the Property.
- (m) not to interfere with security and safety equipment. You must not prop open fire or security doors or prevent them closing properly or allow strangers in through security doors without identification.
- (n) not to obstruct or leave any items on the stairs, lift, corridors, doorways, pathways, or any shared parts of the building.
- (o) to comply with Bangor University's Residential Code of Conduct and rules and regulations in relation to the communal stairs, lift, corridors, doorways, pathways, or any shared parts of the building and surrounding land including rules about parking of vehicles, the disposal of rubbish and the use of rubbish chutes.
- (p) Where the Property is a flat which forms part of a building not to:
 - (i) Throw or drop anything from stairwells as this may cause injury or damage.
- (q) not to make any alteration or addition to the Property.
- (r) not to transfer, sub-let or assign the Licence.

3.2 The Licensee will provide access to the Property to Bangor University, its contractors and agents at all reasonable times following Bangor University giving not less than 24 hours prior notice (other than in the case of an emergency where immediate access must be provided), to enable Bangor University to:

- (a) Inspect the condition of the Property.
- (b) Comply with its obligations under Clause 4.

- (c) Comply with Bangor University's statutory obligations in relation to the Property.
- (d) Carry out repairs, maintenance or other works to the Property or any adjoining property owned by Bangor University

3.3 The Licensee agrees to promptly report any necessary repairs to Bangor University.

3.4 The Licensee agrees:

- (a) not to engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) to live in the Property, or to live in a property or other accommodation in the locality of the Property.
- (b) not to engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity in the Property or in the locality of the Property.
- (c) not to engage or threaten to engage in conduct capable of causing nuisance or annoyance to Bangor University or a person (whether or not employed by the Bangor University) acting in connection with the exercise of Bangor University's housing management functions, and that is directly or indirectly related to or affects Bangor University's housing management functions.
- (d) not to use or threaten to use the Property or any part of the building for criminal purposes.
- (e) not, by any act or omission to allow, incite or encourage any person who is living in or visiting the Property to act as mentioned in paragraphs (a) to (c) of this clause or allow, incite, or encourage any person to act as mentioned in paragraph (d) of this clause.

3.5 The Licensee agrees to pay to Bangor University on demand all reasonable costs incurred by Bangor University as a result of any breach of this Licence by the Licensee, and visitors.

3.6

3.6 Permitted occupiers

- (a) You may not permit any other persons to live in or occupy the accommodation save that you may permit overnight guests (each a "guest") to stay at the accommodation on the following conditions:

- (b) you will always be responsible for the behaviour of any guest. you must ensure that they do not breach the terms of this licence and any breach by them will be taken as a breach by you;
- (c) you must always comply with the landlord's overnight guest policy which can be found in the halls information booklet here:
<https://www.bangor.ac.uk/accommodation/essentials;>
- (d) no guest may remain at the accommodation for more than two nights in any one week period;
- (e) the landlord can suspend the right to host any guest or guests (whether a named individual or all guests) on not less than one week's notice or immediately in case of emergency, where reasonable.

4. Bangor University's Obligations

4.1 Bangor University will:

- (a) Keep the structure and exterior of the Property (including drains, gutters, external pipes) in a good state of repair.
- (b) keep in repair and proper working order the service installations (for the supply of water, gas or electricity, sanitation, space heating, hot water or Wi-Fi) in the Property.
- (c) If the Property forms part only of the building (in which Bangor University has a legal interest or it owns), keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) and keep the service installations which directly or indirectly serve the Property in repair and proper working order.

5. Termination

- 5.1 The Licence will end on the Termination Date, and automatically convert to an Occupation Contract, unless it has been terminated by either party earlier under Clause 5.2.
- 5.2 The Licence to occupy granted by this agreement may end:
 - (a) By agreement between the parties; or
 - (b) By Bangor University if the Licensee ceases to reside at the Property; or
 - (c) on the expiry of not less than four weeks' written notice given by Bangor University to the Licensee at any time.
- 5.3 Subject to the following conditions, on the Licensee reaching the age of 18 years, Bangor University will issue the Licensee an Occupation Contract of either the

Property or another suitable available property. The following conditions must be satisfied before Bangor University will enter an Occupation Contract:

- (a) The Licence has not previously ended under Clause 5.2.
- (b) No notice has been served under Clause 5.2; and
- (c) The Licensee has paid the Licence Fee due under this Licence and complied with their obligations in this Licence.

6. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

Signed: This Licence is legally binding between you and the landlord. By selecting the box indicating “I have read and understood the above terms and conditions”, entering your username and clicking “I accept”, you are confirming your acceptance of the terms of the licence and your intention to enter those legally binding obligations.