

## UNIVERSITY OF BRISTOL RESIDENCE CONDITIONS 2018/19

### 1 DEFINITIONS

**'We/Us'** means University of Bristol of Senate House Tyndall Avenue Bristol BS8 1TH and 'our' and 'ours' are to be construed accordingly.

**'You/I'** means the Tenant named in the Acceptance (normally a student registered with the University of Bristol) and 'your' 'yours' 'my' and 'mine' are to be construed accordingly.

**'The Acceptance'** means the document titled 'Acceptance of Accommodation at Bristol University' signed by us and by you.

Words or phrases that are defined in the Acceptance have the same meaning where used in the Conditions.

The **'Accommodation'** includes:-

- access to the Accommodation through the Building
- use of the communal areas and facilities at the Building for the purposes for which they are provided

**'Accommodation Fee'** means the amount payable by you to rent the Accommodation.

**'Building'** means the building in which the Accommodation is located.

**'Building Owner'** means a party other than the University which owns the Building.

**'Occupancy Period'** means the fixed term or period for which you have agreed to rent the Accommodation.

### 2 YOUR OBLIGATIONS

#### 2.1 The Conditions and the Local Rules

You acknowledge that you have read (a) these Conditions (b) the Local Rules, please see your offer for the web address and (c) The University's Rules and Regulations for Students, please see <http://www.bristol.ac.uk/secretary/student-rules-regs/>.

Paper copies of all documents are available on request from the Accommodation Office

You are to comply with the requirements of the Acceptance, the Conditions, the Local Rules and The University's Rules and Regulations for Students.

#### 2.2 Payments

You are to pay us:-

- The Total Fee in advance or the instalments of Total Fee in advance by no later than the date or dates stated in the Acceptance.
- Any other payments due to us no later than the date on which they fall due.
- Interest at 2.5 % over UK Clearing Banks base rate which may be charged on any payment which is more than 28 days overdue. The interest is to be calculated from the date the payment became due to the date it is paid.

You are not to make any deductions from any of these payments.

#### 2.3 Use

**You must take reasonable care for your own Health and Safety and that of others who may be affected by your acts or omissions including residents, University staff, Building staff, contractors and visitors. In particular, but not exclusively, you must minimise the risk of fire by ensuring that:**

- Fire doors are never propped open and that any fire door failure is reported promptly.
- You remain with your cooking at all times
- Fire or smoke detectors are left uncovered and that any covered or faulty detector is reported promptly

You are not to sublet the Accommodation nor allow anyone else to use it for residential purposes.

You must not have overnight guests in the Accommodation except by permission of the Warden, such permission not to be unreasonably refused.

You are to keep the Accommodation clean and tidy and together with the other persons having the right to use them, you are to keep all communal areas including the communal bathroom(s) and kitchen(s) clean.

**You are not to use the Accommodation or any other part of the Building for any activities that are dangerous, offensive, or illegal.** You are not to have or store in the Accommodation any weapon (including laser pointers) or any dangerous or explosive or flammable object or substance including nitrous oxide caplets or cylinders.

You are to leave your Accommodation clean and suitable for a new tenant to move into when you vacate it, subject to fair wear and tear.

**You are not to use the Accommodation or any other part of the Building for any activity that is or becomes a nuisance to other occupiers of the Building,** to us or to any owners or occupiers of neighbouring property. In particular you must not make any noise that is audible outside the Accommodation after 11 pm or before 8 am.

You must not have or keep pets in the Accommodation that could harm the Accommodation, affect subsequent tenants or be a nuisance to other tenants. Special arrangements can be made for registered assistance dogs at some residences.

You must not park a car on our property or our lessor's property outside of arrival or departure days without a current parking permit. Holders of permits must park within the marked bays and must use the car parks without causing a hazard or obstruction.

You must vacate the Accommodation and remove all your belongings from it no later than the last day of the Occupancy Period or, if sooner, the date on which Your right to occupy the Accommodation ends. If you wish to make arrangements for residence in the Building outside any Occupancy Period you must follow the published procedure for extending your occupancy.

We or the Building Owner may remove, store and if not collected within 14 days of written notice (written notice to include email), may sell or otherwise dispose of any furniture or goods which you fail to remove from the Accommodation at the end of the tenancy. You shall be responsible for all reasonable costs which we may incur, including storage costs. We or the Building Owner shall be entitled to deduct such costs from any proceeds of sale.

You must allow your room and all associated facilities to be shown to prospective students on University open days or other visit days. We will always give you 7 days' notice if your room is going to be shown to prospective students. Any viewings will always be supervised by a member of the University's staff.

You must allow your room and all associated facilities to be filmed/photographed for promotional purposes. We will always give you 7 days' notice if your room is going to be filmed. Any filming will always be supervised by a member of the University's staff.

You must allow your room to be used for dual occupancy if required by Us.

## **2.4 Damage and Loss**

**You are not to damage the Accommodation or the Building nor to damage or remove any property of ours or (where applicable) of the Building Owner.**

**You must pay us the reasonable cost of (a) repairing any damage to the Accommodation and its contents, the Building or our or (where applicable) our lessor's property that you cause, whether deliberately or through negligence, subject to an apportionment for fair wear and tear (b) replacing any of our or (where applicable) our lessor's property that you remove (c) replacing any keys you lose and this cost may include the cost of replacing the locks (d) the reasonable costs incurred in cleaning the Accommodation where You have failed to take care of the Accommodation and to leave it in a clean condition suitable for a new tenant to move into.**

If the damage, removal or loss is caused by any visitor or guest of yours, you must pay the reasonable cost of repair, replacement or cleaning as if you had caused the damage, or removed or lost the property yourself.

If the damage, removal or loss is to a common area or common property for which you share responsibility you must pay a fair share of the reasonable cost of repair or replacement unless you can show that on the balance of probabilities you were not responsible.

Your liability for negligent damage or loss is limited to a maximum sum of up to £6,000.

You must pay us within 21 days of receiving notice of the amount. You have the right to appeal against any charge to the appropriate Residential Facilities Manager or Partnerships Manager.

## **2.5 Cleaning and Laundry**

If the Acceptance says cleaning and laundry are not provided you are to provide and launder your own bed linen.

## **2.6 Access to the Accommodation**

You are to give us, our staff or (where applicable) the Building Owner's staff or contractors, or other guests visiting accompanied by a member of University staff, access to the Accommodation at reasonable times of the day on reasonable prior notice. In an emergency you must give access at any time even if no prior notice is given. Where We have reasonable grounds for believing that the smoke detector or other fire safety equipment in Your room has been compromised or We have reasonable grounds to suspect that your room is being used for illegal activities We reserve the right to enter without notice.

## **3 OUR OBLIGATIONS**

### **3.1 Provision of the Accommodation**

We are to provide the Accommodation to you unless prevented from doing so by forces beyond our control.

If we are prevented from providing the Accommodation to you, we are to use reasonable endeavours to provide you with alternative accommodation (which may not be accommodation owned by us and may not be as convenient as the Accommodation).

In exceptional circumstances we reserve the right to move you to alternative accommodation on short notice (which may not be accommodation owned by us and may not be as convenient as the Accommodation).

If we are unable to provide you with alternative accommodation you are only responsible for the proportion (which is to be calculated on a daily basis) of the Accommodation Fee for the period during which you occupied the Accommodation. If you have paid more than that proportion we are to refund the excess to you.

We will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Accommodation, supplied by a third party, where such failure is caused by forces beyond our control.

### **3.2 Insurance of Personal Property**

We are to insure your personal property in the Accommodation, You must check that the cover provided is adequate to your needs.

For details of cover at Orchard Heights and Chantry Court see:

<http://www.bris.ac.uk/accommodation/media/docs/insurance-policy-unite.pdf>

For details of cover at The Courtrooms see:

<http://www.bris.ac.uk/accommodation/media/docs/insurance-policy-tshc.pdf>

For details of cover at New Bridewell please see:

<http://www.bris.ac.uk/accommodation/media/docs/insurance-policy-fresh.pdf>

For all other residences please see: <http://www.bristol.ac.uk/secretary/insurance/information-for-students/>

## 4 GENERAL

### 4.1 Termination

Your tenancy is for a fixed term as shown on your Acceptance

If you: -

- **commit a serious breach of any of your obligations under this Contract**, please note that without limitation interfering with fire or other safety equipment at the Accommodation will be treated as a serious breach
- persistently fail to comply with your obligations under this Contract
- fail to pay any instalment of Accommodation Fees due to us under this Contract for more than 28 days after it falls due to be paid whether you have been supplied with an invoice or not
- are required to leave the Accommodation
- are required or choose to leave the University for any reason including suspension or exclusion under any University rule or regulation, withdrawal or expulsion

**then we may give you 28 days notice to leave the Accommodation.** At the end of 28 days you must leave the Accommodation. If you fail to leave we may use all lawful means to remove you.

If you withdraw from your University or suspend your studies as the result of a medically certified illness you will be liable for the proportion (which is to be calculated on a daily basis) of the Accommodation Fee for the period only until you vacate your room.

If you withdraw from your University or suspend your studies for academic reasons you must give us two weeks notice. You will be liable for the proportion (which is to be calculated on a daily basis) of the Accommodation Fee for the period until you vacate your room or the notice expires whichever is the later.

If you wish to terminate this Contract under any other circumstances you may give us two weeks notice and move out of the Accommodation within the two weeks. You will be liable for the proportion (which is to be calculated on a daily basis) of the Accommodation Fee for the period until a suitable replacement tenant is found, which is when your contract will terminate. Note that a student who already has another University allocated tenancy will not be a suitable replacement. The Accommodation Office will use all reasonable endeavours to help you find a replacement tenant. You will be liable to pay our reasonable re-letting costs up to a maximum of £100.

If you wish to vary this Contract by moving to a void room in the same or another University Residence you will be liable to pay our reasonable re-letting costs up to a maximum of £100. You will be liable for the proportion of the Accommodation Fee (calculated on a daily basis) for the period until you vacate your room at the existing rent code and at the new rent code from the day on which you occupy the new residence.

If your tenancy is terminated before the end of the Occupancy Period we will refund to you any Accommodation Fee you have paid in excess of your liability as detailed in the preceding paragraphs.

### 4.2 Notices

You may give us any notices by sending or hand delivering it to us at our address stated in the Acceptance.

We may give any notices to you by emailing or by posting or hand delivering them to the Accommodation.

Notices must be (a) in writing (b) in English.

### 4.3 Applicable Law

The law applicable to this contract is the law of England and the courts of England are to have exclusive jurisdiction.