

## UNIVERSITY OF BRISTOL STUDENT RESIDENCE CONDITIONS 2010/11

### 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 Student named in the Acceptance and 'your' 'yours' 'my' and 'mine' are to be construed accordingly.

'**The Acceptance**' means the document titled 'Acceptance of Student 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 over the Building
- use of the communal areas and facilities at the Building for the purposes for which they are provided

### YOUR OBLIGATIONS

#### The Conditions and the Handbook

You acknowledge that you have read (a) these Conditions (b) the Handbook please see your offer for the web address and (c) The University's Rules and Regulations for Students see <http://www.bris.ac.uk/secretary/studentrulesregs/>. 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 Handbook and The University's Rules and Regulations for Students.

#### Payments

You are to pay us:-

- The Total Fee or the instalments of Total Fee by no later than the date or dates stated in the Acceptance.
- If the Acceptance says heat and power costs are payable by the Student you must pay (a) the cost of heat and power supplied to the Accommodation and (b) a share of the cost of heat and power supplied to the communal parts of the Building within 21 days of receiving notice of the amount.
- If the Acceptance says cleaning and laundry costs are payable by the Student you must pay for the cost of (a) laundry services (b) cleaning the Accommodation and a share of the cost of cleaning the communal parts of the Building within 21 days of receiving notice of the amount.
- 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 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.

## **Use**

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 students having the right to use them, you are to keep all communal areas including the communal bathroom(s) and kitchen(s) clean.

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 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 apart from small items for domestic use e.g. matches.

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 bring a car onto University grounds unless we have allocated an off street parking space to you and you have paid the parking fee except for arrivals or departures.

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. You must notify us at least 4 weeks in advance if you wish to make arrangements for residence in the Building outside any Occupancy Period.

The landlord may remove, store and if not collected within 7 days of written notice (written notice to include email), may sell or otherwise dispose of any furniture or goods which the tenant fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the landlord may incur. The landlord shall be entitled to keep any proceeds.

## **Damage and Loss**

You are not to damage the Accommodation or the Building nor to damage or remove any property of ours.

You must pay us the reasonable cost of (a) repairing any damage to the Accommodation, the Building or our property that you cause subject to an apportionment for fair wear and tear (b) replacing any of our property that you remove (c) replacing any keys you lose (and this cost may include the cost of replacing the locks).

If the damage, removal or loss is caused by any visitor or guest of yours, you must pay the reasonable cost of repair or replacement 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.

You must pay us within 21 days of receiving notice of the amount.

## **The Deposit**

Deductions can be made from the Deposit for the following:

- 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.
- Any rent or other money due or payable by You under the Contract (including without limitation for damage, removal or loss) of which You have been made aware and which remains unpaid at the end of the Occupancy Period.

The deposit, or appropriate balance, will be returned as soon as reasonably practicable after the end of the tenancy. Students have the right to appeal against any charge or deduction to the appropriate Residences Facilities Manager.

### **Cleaning and Laundry**

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

### **Access to the Accommodation**

You are to give us and our staff or contractors access to the Accommodation at reasonable times of the day on reasonable prior notice. In an emergency you must give us access at any time even if no prior notice is given.

## **OUR OBLIGATIONS**

### **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).

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 e.g laundry.

### **Pastoral Care**

Subject to the constraints imposed by resources or circumstances we will use reasonable skill and care to provide a reasonable level of pastoral support to you through the Warden and Senior Residents in the Building.

### **Insurance of Personal Property**

We are to insure your personal property in the Accommodation on our insurer's policy. For details of cover see [www.cover4students.com/bristol](http://www.cover4students.com/bristol)

## **PROVISION OF CROCKERY & KITCHEN UTENSILS**

We do not provide crockery and kitchen utensils unless otherwise indicated on the Residence website.

## **GENERAL**

### **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
- 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
- fail to pay any payment 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 not registered as a student with us for any reason
- are required to leave the Accommodation or the University

then we may give you 28 days notice. 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 are required to leave the Accommodation or the University 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.

If you withdraw from the 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 the 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. The Accommodation Office will use all reasonable endeavours to help you find a replacement tenant. You will be liable to pay our reasonable reletting costs up to a maximum of £100.

If you wish to vary this contract by moving to another University Residence you will be liable to pay our reasonable reletting 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 fixed term we will refund to you any Accommodation Fee you have paid in excess of your liability as detailed in the preceding paragraphs.

### **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 posting or hand delivering them to the Accommodation or, outside the Occupancy Periods, to your address stated in the Acceptance.

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

### **Applicable Law**

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