

University of Bristol Tenancy Agreement

Please read this tenancy in full before confirming acceptance of your offer of accommodation. Acceptance of this offer of accommodation is acceptance of the terms laid out in this contract.

Accommodation contract for {NameFirst} {NameLast}.

- Residence Name
- Residence Address
- Room Type
- Tenancy start date is {Tenancy Start Date} and tenancy end date is {Tenancy End Date}
- Accommodation fee

The University of Bristol of Beacon House, Queen's Road, Clifton, Bristol BS8 1QU (the University) is your landlord. Any matters relating to your tenancy must be directed to the Accommodation Team at student-accommodation@bristol.ac.uk.

1. Accommodation payments

The full cost of this tenancy is {Accommodation Fee}. The tenancy is a fixed term starting on {Tenancy Start Date} and ending on {Tenancy End Date}, and full payment for the duration of the tenancy will be due even if you move in after {Tenancy Start Date} or leave before {Tenancy End Date}.

Payment terms for this accommodation are either:

Payment option 1:

The total amount (**show amount**) paid in full by 26 September 2022, or

Payment option 2:

In three instalments as follows:

- Instalment 1: (**show amount**) payable by 26 September 2022 (40% of total fee)
- Instalment 2: (**show amount**) payable by 16 January 2023 (30% of total fee)
- Instalment 3: (**show amount**) payable by 24 April 2023 (30% of total fee)

Instructions on how to make payment are available on the University's [website](#). You are not to make any deductions from any of these payments. If payment is not made by the dates shown, you will be referred to the Credit Control team. If you fail to make payment the University reserves the right to require you to leave your accommodation.

2. Tenancy amendments

During the tenancy period you can apply to move room or residence using the room transfer process. An offer of an alternative room is subject to availability. If you accept a new room offer you will be liable to pay administrative costs of £45 and your total rent charge will be recalculated (calculated on a daily basis) for the period until you vacate your room at the previous rate and at the new rent amount from the day on which your new offer starts.

3. Sub-letting and sharing

This tenancy is for the named tenant(s) only. You are not to sublet the Accommodation or allow anyone else to use it for residential purposes.

4. Tenancy cancellation

a) Cancellation by tenant

If you wish to cancel your tenancy before the tenancy start date (**show date**) you must request this in writing by emailing student-accommodation@bristol.ac.uk. You can cancel your accommodation at any time before your tenancy start date. After the tenancy start date you become liable for the full rent.

If you wish to cancel your tenancy after the tenancy start date (**show date**), you must notify us by completing the intention to leave process in the [Accommodation Portal](#). Your ongoing rental liability is dependent on your reasons for cancellation:

- If you withdraw from the University or suspend your studies as the result of a medically certified illness you will be liable for rent (which is to be calculated on a daily basis) to the date on which you vacate your room, or provide us with the completed intention to leave form, whichever is later.
- 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 rent (which is to be calculated on a daily basis) to the date on the date on which we receive your notice or the date on which you provide us with the completed intention to leave form, whichever is 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 remain liable for rent (which is to be calculated on a daily basis) to the tenancy end date (**insert date**). You will be released from liability if you have more than three months remaining on your tenancy and suitable replacement tenant is found. Pre-sessional students and students who already have a University-allocated tenancy are not a suitable replacement tenant. If a suitable replacement tenant is found your contract will terminate on the first day of their tenancy.

If your tenancy is terminated before your tenancy end date (**show date**) we will refund to you any Accommodation Fee you have paid in excess of your liability as detailed in the preceding paragraphs.

b) Termination by the University

We may give you 28 days notice to leave the Accommodation 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
- 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.

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.

5. Catering

If your room type is "half-board", we will provide breakfast and evening meals Mon-Fri, and breakfast and brunch at weekends during term time. A streamlined catering service is provided during the Christmas and Easter vacations. No rebate is available for meals that are not eaten. If your room type is not shown as "half-board", then no catering is provided.

6. Insurance

The cost of basic contents insurance is included in the Accommodation fee. You are required to check the level of cover is suitable for your needs and arrange additional cover if required. We will not accept

responsibility for any personal property (including cash) that is not insured. You must notify the University if you have any personal property in the Accommodation the value of which exceeds the limit(s) of cover. For details of your cover and policy see your [Accommodation Portal](#).

7. Heating lighting and power costs

Are included in the Accommodation fee.

8. Cleaning and laundry

Cleaning is provided as detailed in the [Accommodation Portal](#). Laundry facilities are provided at an additional cost as detailed in the [Accommodation Portal](#).

9. Bus Passes

Where provided, the University bus pass is for use only by the student named on the card. No refunds will be given for bus passes under any circumstances. If you allow another person to use your bus pass you will be subject to disciplinary procedures and you will be charged for any fraudulent usage.

10. Provision of accommodation

If we are unable to provide the Accommodation to you by forces outside our control, 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 at 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 daily) 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 because 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.

11. Definitions

'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.

12. Notices

You may give us any notices by writing to student-accommodation@bristol.ac.uk or by posting or hand delivering it to the University of Bristol, Beacon House, Queen's Road, Clifton, Bristol BS8 1QU marked for the attention of the Accommodation Team. 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 and (b) in English.

13. Applicable Law

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

14.YOUR TENANCY OBLIGATIONS

14.1 Health and Safety

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. Any activities that may endanger your safety or that of others may result in a penalty under the disciplinary procedures and this will include acts of trespass.

14.1a Fire safety

The University will treat any action that endangers residents with the utmost severity. All cases of misconduct that endangers safety will result in action under the Disciplinary Procedures and in some cases a fixed penalty from the Police. Examples include;

- Propping open or disabling fire doors
- Leaving your cooking unattended.
- Covering or tampering with fire or smoke detectors
- Failing to report a covered or tampered with fire or smoke detector.
- Malicious and false fire alarms.
- Damage to fire alarm systems.
- Failing to evacuate a building promptly when required to do so or returning to the accommodation before being given permission by a member of staff or the Fire Service.
- Blocking access or fire exits, covering fire safety signs, damage to or misuse of fire-fighting equipment, failure to evacuate a building and use of candles or naked flames.
- Possession of fireworks, candles, tea lights, lanterns, incense or any similar item.
- Bringing flammable materials including foam filled furniture, furnishings or curtains into the residence.
- Placing clothes on or near to space heaters and hair tongs on the carpet or any other flammable surface.

14.1b Electrical equipment

All University electrical equipment is subject to regular testing. The University does not accept liability for or test any electrical equipment you may bring. Electrical appliances must not be used in bathrooms and showers unless designed for that purpose. Mains extension leads must have a maximum load of no more than 13 amps and use is limited to one lead per socket. All equipment must be suitable for use in the UK. The electricity supply in the UK is 220 – 240v. 4. You must not modify or interfere with the University's electrical equipment. Any faults, potential hazards or safety concerns should be reported via the repair reporting process as soon as possible. Heaters and cooking equipment are not permitted in bedrooms and may be confiscated. Fridges, including mini fridges are not permitted in bedrooms unless for a medical reason, in which case a suitable fridge will be provided by the University. The University reserves the right to inspect residents' electrical equipment and if in their view such equipment poses a risk then staff will take the equipment into safe keeping or request that you remove the equipment from the premises.

14.2 Conduct and behaviour

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. 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 the University or to any owners or occupiers of any neighbouring property.

Students must show their student ID card to any member of staff, including senior residents, on request.

14.2a Alcohol

Whilst the use of alcohol is not illegal, the University recognises the harms that excessive alcohol use can cause and asks that you consider your alcohol use and act with consideration for others who might not drink or feel comfortable around drink. Homebrewing and/or distilling of alcohol in residences is not permitted.

14.2b Drugs

Under the Misuse of Drugs Act 1971, it is a criminal offence for the University knowingly to permit the following in residences; producing a controlled drug; the supply or attempt to supply a controlled drug, or offering to supply a controlled drug; the preparation of opium for smoking; or the smoking of cannabis, cannabis resin or prepared opium on site.

The University recognises that a harm reduction approach is in the best interests of the student body and reduces barriers to accessing support. The below outlines actions which the University may take where a student is found in possession or using drugs:

- First instance: a warning and a follow up meeting with the Residential Life service to discuss support and any onward referral needed.
- Second instance: final warning and a requirement to attend a University-run drugs harm reduction session and signposted to further support.
- Third instance: student referred to the University's Police Officer for consideration of further actions including being referred to the Police's drug education programme (DEP).

A harm reduction stance does not mean anti-social or criminal behaviour due to drugs including alcohol is acceptable, any such misconduct will continue to be addressed robustly through the Student Disciplinary Regulations.

Drug use is not to be regarded as the same as being involved in the supply of illegal drugs. Any student believed to be involved in the production or supply of illegal drugs will be referred to the University's Police Officer for consideration of criminal prosecution.

14.2c Smoking

All residences are non-smoking. Students must not smoke or vape in any bedrooms or communal areas inside the residence buildings, this includes all corridors, kitchens, bathrooms, WCs, common rooms, bars, games rooms or any other common space. In addition to disciplinary procedures any smoking materials may be taken into storage by residence staff.

14.2d Communal living

Residents are expected to respect each other and promote the well-being of the community. The following behaviours are expressly forbidden:

- Any violent, indecent, disorderly, threatening, intimidating or offensive behaviour or language whether expressed orally or in writing, including electronically.
- Theft including minor pilfering of e.g. food items
- Sexual, racial or any other form of harassment, including bullying of any student or member of staff of the University, or any visitor to the University.
- Lewd or sexually inappropriate behaviour.
- Any other behaviour that causes danger or distress.

You must at all times comply with all regulations and guidance issued by or on behalf of the UK Government from time to time in so far as they relate to your occupation of the Accommodation.

14.2e Hygiene

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.

14.2f Noise

You must not make any noise that is audible outside the Accommodation after 11 pm or before 8 am. Loud noise, particularly loud music, is not acceptable at any time. When leaving or returning to residence after 23:00, take care not to disturb other residents or the hall's neighbours.

14.3 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 (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. You have the right to appeal against any charge to the appropriate Residential Facilities Manager or Partnerships Manager.

Students who deliberately or negligently cause damage to the accommodation or its contents may also be subject to disciplinary procedures in addition to damage charges.

14.4 General terms

14.4a Guests and absences

You must not have overnight guests in the Accommodation without informing us using the guest form in your [Accommodation Portal](#). Guests must be over the age of 16. You are responsible for the behaviour of any guests for the duration of their stay.

You must notify us via the [Accommodation Portal](#) if you vacate or are away from your Accommodation for a period longer than 7 consecutive days.

14.4b Moving out

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 must vacate the Accommodation and remove all your belongings from it no later than the last day of the tenancy agreement (**insert date**). You must return all keys at the end of your tenancy period.

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.

14.4c Pets and animals

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. No animals may be kept in the Accommodation without written consent from Student Accommodation. Requests to keep a pet must be submitted in

writing to student-accommodation@bristol.ac.uk prior to the tenancy start date. Special arrangements can be made for registered assistance dogs at some residences.

14.4d Parking

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. Students must not drive or park in such a manner as to cause a nuisance or disturbance to other residents or to our neighbours, for example by restricting access.

14.4e Access

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 you room is being used for illegal activities we reserve the right to enter without notice.

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

14.4f Items taken into storage

Any items that are taken into storage by staff members will be stored safely and can be collected by the student on receipt of a written undertaking to remove them from the residence immediately.

Acceptance of the terms

The University of Bristol offers to make accommodation available to you on the terms outlined in this tenancy document. This offer is conditional upon your achieving any required entry standard for your course and being registered as a full time student with the University and automatically lapses if you do not accept the offer by ****{SELECT Booking.CustomDate1 FROM Booking WHERE BookingID={BookingID};dddd dd MMM yyyy}****.

Signed on behalf of the University of Bristol

To accept, please confirm the following:

- I have been offered a place on a full-time course at the University.
- I accept that if I fail to take up that place or fail to meet the required entry standard or I am not registered as a full time student with the University, the University of Bristol is not obliged to provide me with accommodation
- I understand that by digitally accepting this document I am making legally binding obligations. These include an obligation to pay the full Accommodation fee.
- I confirm the above conditions:

[TICK BOX]