

**UNIVERSITY OF WALES, NEWPORT**

**TERMS AND CONDITIONS OF RESIDENCE  
ACADEMIC YEAR 2008 TO 2009**

*Please read these terms and conditions before accepting this Agreement by either confirming your acceptance on-line or by signing and returning the Agreement Summary*

**THIS IS A LEGALLY BINDING CONTRACT.**

In Accepting this Agreement you agree to abide **fully** by these terms and conditions, which **includes paying for the full contractual period.**

If there is anything you do not understand please ask the Accommodation Manager or Nominee or seek advice from a Citizens' Advice Bureau, Law Centre or solicitor. All other enquiries relating to this Agreement should be addressed to the Accommodation Manager or Nominee.

**AGREEMENT SUMMARY  
PLEASE READ CAREFULLY BEFORE SIGNING  
LICENCE AGREEMENT**

**PARTICULARS**

1. UNIVERSITY OF WALES, NEWPORT, Caerleon Campus, Lodge Road, Caerleon, Newport, NP18 3QT ("The University")
2. ("The Resident")  
  
HALL OF RESIDENCE

**ACCOMMODATION**

I accept the offer of Accommodation at ..... Hall of Residence, which is a study bedroom, for the Licence Period.

**LICENCE PERIOD**

**The Licence Period is for a period of 40 weeks:** Midday 13 September 2008 – Midday 20 June 2009

**LICENCE FEE**

The Resident will pay the Licence Fee applicable to the accommodation to which he/she is allocated, in either:

1. Three instalments and the amount of each instalment and when the instalment is to be paid is set out below.
- OR
2. Full payment by the means referred to in clause 10.2 of the amount to be paid is set out below.

**DISCOUNT:** A discount is allowed if fees are paid on or before the early payment day. **Payments made after the early payment day are not eligible for the discounted rate.**

**PAYMENT DAYS:**

4. **Payment by 3 instalments**

	En suite		Standard (A-B-C)		Standard (D)	
	Full rate	Discounted rate	Full rate	Discounted rate	Full rate	Discounted rate
<b>First term payments will be paid by ISC directly to the University</b>	£1953.00	<b>£1775.00</b>	£1953.00	<b>£1775.00</b>	£1953.00	<b>£1775.00</b>
Early Payment Day – 16 <sup>th</sup> Jan 2009 Final Payment Day – 23 <sup>rd</sup> Jan 2009	£673.50	<b>£612.50</b>	£387.50	<b>£352.50</b>	£255.50	<b>£232.50</b>
Early Payment Day – 24 <sup>th</sup> April 2009 Final Payment Day – 01 <sup>st</sup> May 2009	£673.50	<b>£612.50</b>	£387.50	<b>£352.50</b>	£255.50	<b>£232.50</b>
<b>TOTAL</b>	£3300.00	<b>£3000.00</b>	£2728.00	<b>£2480.00</b>	£2464.00	<b>£2240.00</b>

The £2000 accommodation confirmation payment, payable to Study Group pre-arrival, will be paid by the International Study Centre directly to the University on your behalf. £200 will be allocated as an accommodation deposit and £25.00 deducted for your bedding pack. The remaining £1775 will be allocated to your accommodation account and will be deducted from your future rent payments.

By signing this form I confirm that I agree to abide by the Terms and Conditions and University Regulations including the Student Disciplinary procedure and that I have read these before signing the form.

**Acceptance of the offer may be made by facsimile, on condition that the original document is then dispatched by post with the appropriate enclosures.**

Signed on behalf of  
The University

\_\_\_\_\_

Signed by the  
Resident

\_\_\_\_\_

Date

\_\_\_\_\_

**DATE OF ARRIVAL**

To help us plan your reception, please could you indicate your likely date of arrival

Date of Arrival:

**PLEASE RETURN THIS FORM TO:** Accommodation Office, University of Wales, Newport, Caerleon Campus, Lodge Road, Caerleon, Newport, South Wales, NP18 3QT

**Please be advised that if you fail to return this form, together with the accommodation bond, to the Accommodation Office before September, the University will reserve the right to assume that you no longer require Halls of Residence accommodation**

## Glossary

Words used in this Agreement and in these terms and conditions have the following meanings:

“Accept”	Means to formally Accept the offer of the Accommodation on-line or by signing a paper copy of the Agreement Summary and “Accepted” and “Accepting” are to be interpreted accordingly.
“Access Areas”	Means all stairwells, corridors, landings and entrance halls within the Halls of Residence
“Accommodation”	Means the Standard Accommodation or En-Suite Accommodation in the Premises as the case may be
“Accommodation Office”	Means the designated local Accommodation Office for the Hall and which is usually (but not always) located at University of Wales, Newport, Caerleon Campus, Lodge Road, Caerleon, Newport, South Wales, NP18 3QT
“Agreement”	The contract between us and you relating to the Accommodation and comprising:  1.1.1 the Agreement Summary  1.1.2 these Terms and Conditions; and  1.1.3 the University Regulations including the Student Disciplinary Procedure which can be reviewed at <a href="http://www3.newport.ac.uk/displayPage.aspx?object_id=2207&amp;type=SEC">http://www3.newport.ac.uk/displayPage.aspx?object_id=2207&amp;type=SEC</a>
“Agreement Summary”	Means that page of the online process headed “Agreement Summary” or the paper copy headed “Agreement Summary” both of which contain the specific details of the Accommodation being granted to you, the Period of Residence and the Licence Fee
“Deposit”	Means the bond/monies required by the University and referred to on page 3 of this Agreement.
“Early Payment Days”	Means the Early Payment Days as specified in the Licence Agreement
“En-Suite Accommodation”	Means Accommodation comprising: i) a study bedroom with bathroom facilities accessible by 1 (or a maximum of 2) key holder(s); ii) the use of a kitchen and communal areas shared with all Residents who have keys to the Premises in which those communal areas are located
“Final Payment Days”	Means the Final Payment Days as specified in the Agreement Summary
“Hall”	Means the specific hall named in the Agreement Summary
“Hall Grounds”	Means the external areas of the Hall being part of the premises in which the Hall is situated including (but not limited to) any car parks, roads, gardens or landscaping
“Inventory”	Means the list of furniture and equipment at the Accommodation which will be given to you when you arrive at the University

“Licence Period”	Means the period defined as set out in the Agreement Summary
“Licence Fee”	Means the charges for your occupation of the Accommodation as stated in the Agreement Summary
“Neighbours”	Means anyone residing in any adjoining/adjacent room to the Accommodation, anyone residing in the Hall and anyone residing in the neighbourhood of the Hall
“Period of Residence”	Means the period of residence granted by this Agreement starting and ending on the dates stated in the Agreement Summary unless the Agreement ends earlier in accordance with the terms of this Agreement
“Premises”	Means any Hall of Residence or other building or block in which accommodation is provided by the University
“Resident”	Means the occupier of the Accommodation under the terms of the Licence Agreement
“Standard Accommodation”	Means accommodation comprising: - i) a study bedroom accessible by 1 (or a maximum of 2) key holder(s); ii) the use of a kitchen shared with other key holders to that kitchen iii) the use of other communal areas (including bathroom facilities) shared with all Residents who have keys to the Premises in which those communal areas are located
“Student”	Means a Student of the University attending a full or part-time course
“Study bedroom”	Means the Standard or En-suite Accommodation in the Premises as the case may be
“University”	Means University of Wales, Newport
“University Regulations”	Means any rules or regulations directed by the Vice-Chancellor or Management Board from time to time
“Working day”	Means days during which University administrative staff work, and is all days excepting only weekends, bank holidays and certain other public and discretionary days

In these terms and conditions unless the context otherwise requires: -

1. Words in the singular shall include the plural and vice versa and reference to a gender shall include a reference to all genders;
2. The headings of the clauses are for convenience only and shall not effect the construction of each clause.

# About the Agreement

## 1. SIGNING THE AGREEMENT

- 1.1 By Accepting this Agreement you are entering into a legally binding contract between you and us.
- 1.2 If you move into the Accommodation without having Accepted the Agreement you will be deemed as having Accepted the Agreement by your actions.
- 1.3 If the Agreement has been Accepted by someone acting on your behalf we shall assume that you have given that person authority to Accept and will regard that Acceptance as binding on you unless you have notified us previously to the contrary.

## 2. NATURE OF AGREEMENT

This Agreement is a Licence. Accommodation is provided for the Licence Period of 40 weeks duration as set out on page 2. A resident may remain in residence over Christmas and Easter. No Licence Fee rebate will be made for any period over Christmas and Easter when the Accommodation remains unoccupied.

- 2.1 The Resident is not permitted to assign the rights under the Licence Agreement or (subject to Clause 2.3) permit or allow any other person to occupy or share occupation of the Accommodation.
- 2.2 Accommodation will consist of a study bedroom as set out in this Agreement. All Residents will share cooking facilities. Where available a communal hall lounge is also provided (although the University is not obliged to do so).
- 2.3 The University reserves the right if reasonable in the circumstances to require the Resident to share a study bedroom with one other person for the whole or any part of the Licence Period as the University may in its reasonable discretion determine and where the University exercises such right:-
  - 2.3.1 The University shall allow a rebate for the Resident equal to 40% of the Licence Fee for the period or periods during which the Resident is required to share a study bedroom;
  - 2.3.2 Such rebate to be allowed by the University against the next payment of the Licence Fee following any period of sharing or on the last Final Payment Day of the Licence Period;
  - 2.3.3 Such rebate shall be calculated on the basis that the period of sharing ceases at noon on the Saturday preceding the actual date of cessation of sharing;
  - 2.3.4 The Resident agrees to share equally the facilities of the study bedroom with the other occupant and to bear equal responsibility for any damage or reasonable charges save where the Resident can prove that the other occupier was responsible for such damage or charges; and
  - 2.3.5 The Resident agrees to be bound by the terms of this Agreement as if he/she were a sole occupant.
- 2.4 Provided that in exercising this right the University shall act reasonably.
- 2.5 In the event that the Resident refuses to accept the University's requirement to share the Accommodation the Resident shall be permitted to terminate the Licence Agreement on written notice to the Accommodation Manager or Nominee on 2 working days notice and the University shall repay to the Resident the Licence Fee for the period from the termination date until the end of the Licence Period (if paid).

2.6 Any Resident who wishes to change rooms must seek permission from the Accommodation Manager or Nominee (such consent to not be unreasonably withheld). Exchanges of accommodation between residents must have the prior written permission of the Accommodation Manager or Nominee (such permission not to be unreasonably withheld). A charge of £25 will be made to cover the University's reasonable administration costs. Permission to transfer to other accommodation will not be given if the Resident owes Licence Fees.

2.7 If you are permitted to move, all the Terms and Conditions of this Agreement are transferable to the new accommodation.

### 3. **VARIATIONS TO AGREEMENT**

With the exception of any changes as a result of government legislation, this Agreement cannot be varied unless the variation has been agreed between the Accommodation Manager or Nominee and you and the variation has been confirmed in writing by the Accommodation Manager or Nominee.

### 4. **DATA PROTECTION**

4.1 We will comply with the 1998 Data Protection Act as amended from time to time. We will allow you to inspect certain information which we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you for providing copies of the information.

4.2 By signing this agreement you agree that all data supplied to us can be shared with other departments within the University and to third parties if it is reasonable for us to do so as provider and manager of the Accommodation and shall not be transferred to any other party. Examples of third parties we may need to make disclosure to are contractors employed by us to undertake services at the University, the police or other public agencies.

4.3 We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if otherwise authorised under the Data Protection Act.

### 5. **DISPUTE DETERMINATION**

5.1 If you feel we have not kept to the terms of this Agreement you can contact us in writing, telephone or in person.

5.2 If you have any problems within the Accommodation and/or the Hall you should, in the first instance, discuss these with the Accommodation Manager or Nominee.

5.3 If you are not happy with the outcome and wish to pursue your complaint further, you should contact the Accommodation Manager or Nominee by letter. If you remain dissatisfied the complaint can be referred to the Director of Estates or Nominee. The complaint will be investigated and appropriate action taken and you will be given a written response to the complaint within ten (10) working days.

5.4 If you are still unhappy with our response, you can take advice from a Citizen's Advice Bureau, law centre or solicitor. As a final step you can contact the Office of the Independent Adjudicator.

### 6. **GOVERNING LAW**

This Agreement is governed by English and Welsh Law which, for international students, may be different from what you are used to, and any legal proceedings brought by either you or us under the terms of this Agreement will be heard by the courts in England and Wales.

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that other people cannot enforce any rights or obligations under the Agreement other than you and us.

## 7. EDUCATIONAL INSTITUTE

The University is a specified educational institute within the meaning of the Housing Act 1988, Schedule 1, Part 1, paragraph 8 and the Resident is pursuing or intends to pursue a course of study provided by the University and to enable the Resident to do so, the University is providing the Accommodation for the Resident in a Hall of Residence.

## 8. SERVICES AND FACILITIES

We will provide the services and facilities as referred to in our Service Level Statement - please see the University website at <http://www3.newport.ac.uk/>

# Your Obligations

## 9. LICENCE FEE

- 9.1 You must pay the Licence Fee on the dates and in accordance with the payment terms set out in pages 2 and 3.
- 9.2 The Licence Fee can only be paid at the Finance Office of the University at the Caerleon Campus by cash, credit card, cheque, bankers draft, money orders or postal orders, crossed and made payable to "University of Wales, Newport"
- 9.3 Your obligation to pay the Licence Fee on the dates set out on pages 2 and 3 applies:
- 9.3.1 WHETHER OR NOT you take up the Accommodation; and
  - 9.3.2 Irrespective of when you actually move into the Accommodation (even if this is on a date later than the dates on which you are obliged to pay the Licence Fee); and
  - 9.3.3 Irrespective of individual course dates which may start later or finish earlier than the Period of Residence.
- 9.4 You agree that if you leave the Accommodation before the end of the Period of Residence you will (unless we agree otherwise which we are under no obligation to do) still be liable to pay all of the Licence Fee for the whole of the period of residence.
- 9.5 The Licence Fee is payable for the whole of the Licence Period and remains payable for any time within the Licence Period during which a Resident is suspended from the University under the University Regulations until and if the Resident has permanently vacated the Accommodation.
- 9.6 If the whole or any part of the Licence Fee remains unpaid in breach of the payment terms, we will charge you £50 to cover our administration expenses in recovering the arrears.
- 9.7 Any Resident who owes the University money will be listed as a University debtor. University debtors may place at risk their rights to be enrolled with the University on any subsequent years or collect their qualification certificate if they fail to pay all debts owed to the University.

## 10. DEPOSIT

- 10.1 On Accepting this Agreement you agree to pay a deposit of £200.
- 10.2 The deposit covers losses, damages, any additional cleaning required, key or lock replacement where needed, any unpaid Licence Fees or other sums payable as a result of any other breach of your obligations, including reasonable administrative expenses.
- 10.3 We will refund your deposit within a reasonable period (which can be up to 6 weeks) after the end of this Agreement, less any deductions for the proper costs we incur if you breach any of your obligations under this Agreement including (but not limited to):
- 10.3.1 Any costs incurred as a result of repair, replacement, additional cleaning and removal of litter/rubbish (fair wear and tear excepted);

- 10.3.2 Our administration fees and other losses or reasonable expenses incurred by us as a result of you not complying with your obligations;
- 10.3.3 Key, key fob or lock replacement where needed;
- 10.3.4 Any unpaid Licence Fees.

## 11. UNIVERSITY RULES AND REGULATIONS

11.1 You must comply in all respects with:-

- 11.1.1 The terms and conditions in this Agreement;
- 11.1.2 The University Student Disciplinary Procedure Regulations which are available for review at [http://www3.newport.ac.uk/displayPage.aspx?object\\_id=2207&type=SEC](http://www3.newport.ac.uk/displayPage.aspx?object_id=2207&type=SEC) and breach of any of these terms and conditions and/or rules and regulations could result in the termination or suspension of this Agreement.

11.2 In the event of any discrepancy or contradiction between the terms and conditions in this Agreement and the University Regulations, the University Regulations shall prevail and take precedence.

## 12. MOVING IN

You agree to check, sign and return the Inventory to the Accommodation Office within 24 hours of receiving a room key and notify the Accommodation Office of any discrepancies within 2 working days of taking occupation. We shall assume that the Inventory is correct if you have not done so within 2 days.

## 13. USING THE ACCOMMODATION

- 13.1 You must not use the Accommodation for any other purpose than as study and living accommodation.
- 13.2 The Resident must not nor permit the removal of University property from any Accommodation nor shall any Resident remove any University property from any communal areas of the Premises.
- 13.3 You agree to comply with the University's smoking policy and the Smoke Free Premises (Wales) Regulations 2007.

## 14. DRUGS

- 14.1 You agree not to smoke or consume, deal, possess or take drugs or illegal substances in the Accommodation, or the Premises;
- 14.2 A very strict anti-drugs policy is operated by the University. Any Resident found consuming, dealing or in possession of potentially dangerous chemicals, illegal substances or drugs will constitute a material breach of this Agreement and the University is entitled to terminate the Agreement forthwith and institute disciplinary proceedings pursuant to the University's Student Disciplinary Procedure. The University may also report the circumstances to the Police.

## 15. CLEANING AND MAINTENANCE

15.1 All Residents must clean and tidy their Accommodation and share responsibility for keeping clean and tidy the communal areas of the Premises and all shared areas of the Premises to which they have access as key holders. Further details of your obligations are set out in the Service Level Statement.

[http://www3.newport.ac.uk/displayPage.aspx?object\\_id=1120&type=SEC](http://www3.newport.ac.uk/displayPage.aspx?object_id=1120&type=SEC)

15.2 If the University discovers during an inspection that these responsibilities have not been properly discharged, then a warning will be issued to those deemed liable for its remedy. Failure to comply with a warning will result in the University cleaning the relevant accommodation and all areas of the Premises and raising an appropriate reasonable invoice against those deemed liable, such invoices must be paid within 14 working days.

15.3 In communal areas, unless liability is shown to fall upon one Resident which the University shall use reasonable endeavours to identify, or a particular group, the charge for cleaning will be divided between all residents who have key holder access to the area concerned.

## 16. **VEHICLE PARKING**

16.1 Residents are not permitted to park a vehicle on Campus. However, certain categories of Residents eg, those engaged in teaching practice placements may, if the use of a car is in the reasonable opinion of the University necessary, be allowed to park cars for the duration of that placement. Further details are available from the Premises Manager, Estates Department.

16.2 Any Resident who parks an unauthorised vehicle on Campus will be in contravention of the University Car Parking and Transport Policy and will face disciplinary action. The Policy can be accessed via the following web link

<http://www3.newport.ac.uk/docstore/c/kpross01/Car%20parking%20and%20transport%20policy.pdf>

16.3 Residents must not bring bicycles, motorcycles/scooters or any part of a vehicle into the Accommodation. A bicycle shed is available for use by Residents, keys for which are obtainable from Security, Main Reception.

## 17. **MEDICAL ARRANGEMENTS**

All Residents are fully responsible for their own medical care and are advised but not obliged to register with the University Doctor.

## 18. **VISITORS AND GUESTS**

18.1 You are responsible for the behaviour, in the Accommodation, the Halls of Residence and in the locality of the Hall, of any person authorised to live with you and any invited guest (whether the invitation be express or implied). You must ensure that they do not break the terms of this Agreement. This includes children under 18. If they do, you will be held responsible for any damage, undue wear and tear, or disturbance caused and you and that person could face legal action. Also, it may result in this Agreement being terminated early.

18.2 Residents are allowed to receive visitors in their rooms between the hours of 8am and 12 midnight. For health and safety reasons and in order to minimise noise levels, only two resident or non-resident visitors will be allowed at any one time.

18.3 One overnight guest per Resident is permitted for a maximum of 2 consecutive nights in any one week and for a maximum of eight visits per term. The Accommodation Manager or Nominee may, at its reasonable discretion, refuse to allow any person to stay in the Accommodation as a guest of any Resident.

18.4 The host Resident must comply with the arrangements in force for the reception of guests. It is essential that the guest is signed in and an "Overnight Guest Form" is completed at Reception prior to the stay. Failure to do so will automatically result in a disciplinary meeting and the host Resident may be requested to pay reasonable charges to the Accommodation Office for the cost of the accommodation.

18.5 The host Resident must obtain the consent of his/her roommate for any overnight guest to stay in the Accommodation.

18.6 Guests or visitors are not permitted to use or enter the study bedroom or other communal areas of the premises without the host being present.

18.7 You agree that we may immediately remove or exclude your invited guests or uninvited persons from the Accommodation or the Halls of Residence where we have reasonable grounds to

believe that their exclusion is necessary for the safety and/or well-being of other persons, and/or to safeguard the property of the University or other residents.

## 19. **PARTIES**

19.1 Parties may be held on a Friday and Saturday night in the Halls of Residence but only with the prior written consent of the Accommodation Manager or Nominee (such consent not to be unreasonably withheld). A "Party Request" form may be obtained from the Accommodation Manager or Nominee and must be completed and returned at least 2 working days before the party takes place. Any permission may be subject to such reasonable conditions as are imposed and at the reasonable discretion of the Accommodation Manager or Nominee.

19.2 Barbecues and similar social events which are held in the grounds of the University may be held on a Saturday or Sunday between the hours of 12 noon and 11pm solely within such areas as are designated by the University for such purposes provided that the prior written consent of the Accommodation Manager or Nominee has been obtained, (such consent not to be unreasonably withheld). A "Party Request" form must be obtained as set out above and any permission may be subject to such reasonable conditions as are imposed in the reasonable discretion of the Accommodation Manager or Nominee. Students will be expected to abide by the University's reasonable regulations with regard to noise, and will also be expected to leave the grounds in the condition in which they were found.

## 20. **INSTRUCTIONS BY UNIVERSITY STAFF**

20.1 Residents must follow proper instructions given by any member of University staff who is on duty, and who identifies himself/herself, from time to time. This is particularly important in respect of any instructions given in the event of fire or any emergency, but includes reasonable instructions the intention of which is to require Residents to cease making noise or to comply in any other matter of behaviour.

20.2 Disciplinary Action may be taken against anyone who does not comply with reasonable instructions by University staff, or uses offensive language or behaviour towards any member of University staff.

## 21. **RESPECT FOR OTHERS**

You agree to have and to show respect for other persons living and/or working in the Hall and all the employees/agents of the University at all times including (but not limited to):-

21.1 Not doing anything which causes or is likely to cause a nuisance or annoyance to other students, your Neighbours and to contractors, employees and agents of the University and those persons working in the Hall;

21.2 Not doing anything which interferes with the peace, comfort, or convenience of your neighbours, other students and persons living in the Hall and locality of the Hall including (but not limited to) drunken behaviour, dealing, possessing or taking drugs and illegal substances, misconduct and abusive and offensive language;

21.3 Keeping noise at a level that does not interfere with the study, sleep or comfort of our agents/employees, contractors, your Neighbours and other students living in the Hall and the locality of the Hall and agree not to make or allow any loud noise between 23.00 hours and 08.00 hours. This includes, but is not limited to any machinery, T.Vs, stereos, MP3 players, CD players, loudspeakers, musical instruments, etc. You agree to reduce the level of noise immediately if asked to do so by us;

21.4 Not to bring into, keep or use in the Accommodation, Hall, Hall grounds and University premises any items that we consider to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, and any other offensive weapons including paint-ball guns and replica ceremonial and toy weapons;

21.5 Not allowing the Accommodation to be used for any criminal, immoral or illegal purpose including, but not limited to, selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. Any breach of this clause constitutes a material breach entitling the University to terminate this Agreement immediately and the circumstances may be reported to the Police forthwith;

- 21.6 Not to harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, race, culture, ability or lifestyle), use violence or threaten to use violence, or verbally assault any person.

22. **REPAIRS, MAINTENANCE AND ALTERATIONS**

- 22.1 You agree not to remove, change, alter, damage or cause damage through neglect or misuse to the decorative finish or any part of the Accommodation and/or Hall. This includes not making any holes in the furniture or fabric to accommodate the wiring of your electrical appliances, nor affixing posters other than on Notice Boards provided by the University. You also agree not to interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Accommodation, the Access Areas, any other part of the Hall or the Hall Grounds. If we have to do any work arising from a breach by you of this clause, we will charge you with the cost of that work and this cost will be payable by you on demand.

- 22.2 You agree to promptly report any loss, breakage, damage, repairs needed or failure of facilities to the Accommodation Manager or Nominee.

23. **SAFETY AND SECURITY**

It is your responsibility to help ensure that the Accommodation and the Hall is safe and secure to live in. This includes (but is not limited to) complying with the following:

23.1 ***Health and Safety***

You agree to comply with our Health and Safety Policy which can be found at [http://www3.newport.ac.uk/displayPage.aspx?object\\_id=5731&type=PAG](http://www3.newport.ac.uk/displayPage.aspx?object_id=5731&type=PAG)

23.2 ***Electrical Appliances***

You agree:

- 23.2.1 Not to use cooking equipment, rice cookers, sun beds or similar electrical equipment in the Accommodation or Hall;
- 23.2.2 To be responsible for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Hall;
- 23.2.3 To ensure that each electrical appliance is fitted with the correct fuse and only one appliance wired to one plug;
- 23.2.4 In order to avoid the risk of electric power points being overloaded, to use only one British Standard approved four outlet running block with a maximum 13 amp fuse and a voltage of 240 watts;

23.3 ***Fire Safety***

You agree to attend a Halls of Residence induction which will include fire safety, the date and time of which shall be notified to Residents by the University. You agree to adhere to all fire regulations and respond to fire alarms including (but not limited to) the following:

- 23.3.1 If you discover a fire, you agree to raise the alarm immediately by using a red (break glass) call point;
- 23.3.2 You agree to have due regard to the fire evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and evacuate the Accommodation and/or the Hall on every occasion that the fire alarm rings continuously and co-operate at all times with our staff and the emergency services;
- 23.3.3 You agree that you will attend any fire safety meeting at the Hall which has been arranged by the Accommodation Office (which may include a representative from the emergency services) and where you are notified that attendance is compulsory;

- 23.3.4 If you suspect that any item of safety equipment is defective or has been used, you agree to inform the Accommodation Office immediately;
- 23.3.5 You agree not to obstruct access areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors as they are designed to reduce the spread of fire. All have door closers, which you agree not to impede or disconnect;
- 23.3.6 You agree not to abuse, interfere or otherwise tamper with any of our fire prevention equipment. This is illegal and may result in prosecution as well as putting your life and that of your friends at high risk;
- 23.3.7 You agree not do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any dangerous substances, flammable materials or including:
- candles, incense sticks/burners or other naked flame;
  - fireworks;
  - petrol, paraffin, calor gas, bottled gas, oil (including oil-filled radiators) or other dangerous materials;
  - inflatable items (for example chairs, cushions etc);
  - traditional chip pans or deep fat fryers;
- 23.3.8 Curtains, blinds, drapes and soft furnishings are only allowed in the Accommodation if they are made of fire retardant material and with the prior consent of the Accommodation Manager or Nominee (not to be unreasonably withheld). Curtains, blinds, drapes and soft furnishings must not be placed in close proximity to light fittings. Curtains, blinds or drapes provided by the University must not be removed or replaced.

#### 23.4 ***Absence from Halls***

Overnight and weekend absence from Halls (giving the date of departure and date of return) must be recorded in the "Absence Register" held in the Accommodation Office. This is solely for the purposes of identifying the Residents' whereabouts in the event of an emergency. Should the Accommodation Office be closed, please report your impending absence to Reception in the main building.

#### 23.5 ***Security***

You must ensure that your Accommodation and the Hall are left secure. This includes (but is not limited to):-

- 23.5.1 Carrying your room/hall keys and student admissions/identity cards with you on all occasions in order that, when requested by any of our staff or contractors, you will be able to provide identification. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you by way of compensation for the time spent in letting you in to the Hall and/or the Accommodation. You will receive a written warning first before any charge is made;
- 23.5.2 Locking the door to your Accommodation together with any corridor and main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- 23.5.3 Not letting anyone you do not know into the Hall and accompanying your invited guests at all times;
- 23.5.4 Being vigilant and reporting any suspicious events to the Police and/or to accommodation staff.

24. **KEYS**

- 24.1 The University shall issue to a Resident keys for the shared parts of the Hall or the shared parts of the Accommodation and the Resident's study bedroom as appropriate. These must be surrendered at the end of the Licence Period.
- 24.2 The Resident must inform the Main Reception desk immediately of any lost keys. The University will replace the key subject to the Resident paying a fee of £50. The amount (less an administration charge of £15) will be refunded if the original key is returned within 48 hours. If the original key is returned after 48 hours and before the expiration of the Agreement, £15 will be refunded and £35 will be charged.
- 24.3 Under no circumstances must a Resident arrange for a key to be cut other than through the University or lend to other persons.
- 24.4 Residents who are locked out of their Accommodation will be issued with a temporary key from Main Reception. This key must be returned within 48 hours. If the key is not returned within this period the Resident will be charged as for a lost key.

25. **PETS**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. Assistance dogs are permitted by prior arrangement with the Accommodation Manager or Nominee.

26. **TELEVISION LICENCE**

A mains powered personal television set requires a Television Licence and will not be covered by licences for University owned communal sets. Residents are therefore required to obtain a Television Licence for their own televisions.

27. **PAYMENT FOR LOSS OR DAMAGE**

- 27.1 You must pay for any for all loss or damage suffered as a result of any breach by you, those living with you or your visitors of this Agreement. This includes (but is not limited to) any expense properly incurred in any additional cleaning required, key or lock replacement where needed, collecting arrears, paying professional advisors and in relation to court proceedings.
- 27.2 Where the perpetrators cannot be identified (and we will use reasonable endeavours to identify them) we may (acting reasonably) charge you a fair and reasonable proportion of the cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred.

28. **WHEN YOU LEAVE**

At the end of the Agreement you agree: -

- 28.1 To vacate the Accommodation by midday on either the last day of the Period of Residence or the last day of the Agreement, if ended earlier;
- 28.2 To return all keys, key fobs or key cards to the Main Reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you with the replacement cost.
- 28.3 To leave the Accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the Accommodation, and to leave all items listed in the Inventory in the same condition as they were in at the start of the Period of Residence, except for fair wear and tear. If you leave any belongings in the Accommodation you agree that we can dispose of them after a reasonable time. If we have to clean or clear the Accommodation, we will charge you with the cost of this.

- 28.4 That if you do not leave the Accommodation by the time required in clause 28.1 and we have to take legal action against you to require you to vacate the Accommodation you will pay all legal costs that we incur together with all damage and loss (including, but not limited to, loss of income) we suffer as a result of you failing to leave.
- 28.5 A final inventory may be taken by the University at any time after the expiry of the Agreement. Any damage to or loss or theft of any property or facilities will be charged to all Residents who have key holder access to that part of the Premises or accommodation as appropriate if using reasonable endeavours the Resident responsible cannot be found save for where the Resident can prove that the Resident was not in the Accommodation at the time of the damage, loss or theft.

## Termination of Agreement

### 29. TERMINATION FOR BREACH

We may terminate this Agreement in any of the following circumstances: -

- 29.1 If you have failed to pay the Licence Fee instalments in accordance with the terms of this Licence Agreement;
- 29.2 Where you have not complied with the conditions of this Agreement (or where we reasonably suspect that you have not complied with them) or, we have decided to terminate the Agreement; or
- 29.3 If the Resident materially breaches University regulations;
- 29.4 If the Resident presents any payment which is not honoured and is not immediately paid in cash or cleared funds.

### 30. TERMINATION FOR OTHER REASONS

We may also terminate this Agreement by giving you notice in any of the following circumstances: -

- 30.1 If we are unable to find you similar alternative accommodation (despite our reasonable efforts) and, through no fault of your own, either:
- 30.1.1 Your Accommodation has been severely damaged and we deem it unfit for occupation; or
- 30.1.2 We are unable to provide the Accommodation as a result of events beyond our control;
- 30.2 Where we reasonably consider, because of your behaviour or for any other reason, that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;
- 30.3 If any information supplied by you, or on your behalf, in connection with your application to the University for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation.

### 31. TERMINATION ON WITHDRAWAL FROM ACADEMIC STUDIES BY UNIVERSITY REQUIREMENT

- 31.1 The Licence will be terminated when the University acting reasonably requires the Resident to withdraw from academic studies at the University for reasons which shall be given in writing and shall have given at least one month's notice of such intention.
- 31.2 In these circumstances, the Resident will be liable for the Licence Fee pro rata up to the Saturday noon that first follows the date of Termination, pro rata, all fees for the period in whole weeks (ie, Monday noon to Monday noon, or Saturday noon to Saturday noon) from the

commencement of the Licence Period to the date of termination; residence for part of a week will be calculated as residence for a whole week.

- 31.2.1 A £50 fee to cover the University's reasonable administration expenses
- 31.2.2 A reasonable payment as notice to terminate to recompense the University's loss of Licence Fee, and reasonable administration costs. This payment will be: -

the equivalent of eight weeks fees pro rata to the Licence Fee should the date of withdrawal fall within the first full thirteen weeks of the Licence Period;

the equivalent to six weeks fees pro rata to the Licence Fee should the date of withdrawal fall between the thirteenth and twenty sixth week (in full) of the Licence Period;

the equivalent four weeks fees pro rata to the Licence Fee should the date of withdrawal fall after the twenty sixth week of the Licence Period.

## **32. TERMINATION ON WITHDRAWAL FROM ACADEMIC STUDIES BY RESIDENT'S REQUESTS OR ACTIONS**

- 32.1 The Licence will be terminated if the Resident at his/her own request or actions withdraws from courses of study at the University, or in the reasonable judgement of the University persistently fails to attend courses, and thereby is deemed by the University no longer to be a student of the University.

- 32.2 In this circumstance, the Resident will be liable for: -

- 32.2.1 Pro rata, all fees for the period in whole weeks (ie, Monday noon to Monday noon, or Saturday noon to Saturday noon) from the commencement of the Licence Period to the date of termination; residence for part of a week will be calculated as residence for a whole week

- 32.2.2 A £50 fee to cover the University's reasonable administration expenses

- 32.2.3 A reasonable payment as notice to terminate to recompense the University's loss of Licence Fee, and reasonable administration costs. This payment will be: -

- the equivalent of eight weeks fees pro rata to the Licence Fee should the date of withdrawal fall within the first full thirteen weeks of the Licence Period;

- the equivalent to six weeks fees pro rata to the Licence Fee should the date of withdrawal fall between the thirteenth and twenty sixth week (in full) of the Licence Period;

- the equivalent four weeks fees pro rata to the Licence Fee should the date of withdrawal fall after the twenty sixth week of the Licence Period.

- 32.3 An early payment discount from the full rate, including pro rata fees as notice to terminate, shall be deducted from any outstanding amount, provided that the Licence Fee is to be paid in full, provided payment is made within 10 working days of the date of withdrawal.

- 32.4 The Resident shall give the Accommodation Manager or Nominee prior written notice of his or her date of withdrawal from the Accommodation. The date of withdrawal shall be deemed to be the earliest of: -

- the dates set out in the Resident's written notice as the date of withdrawal (provided that the Resident returns his or her keys to the Main Reception on that date);

- the day after the Resident returns his or her keys to the Main Reception;

if the Resident fails to return his or her keys to the Main Reception, the date upon which the University makes a reasonable assumption that the Resident has vacated the Accommodation and withdrawn, (being not more than 14 working days after the date set out in the Resident's written notice).

### 33. **TERMINATION BY RESIDENT'S REQUEST WHILE REMAINING IN ACADEMIC STUDIES**

The University may, at its reasonable discretion, consider a request by the Resident who while remaining in academic studies at University wishes to terminate this Licence. No rebate will be payable and the Resident remains responsible for payment of the full Licence Fees payable pursuant to this agreement for the period of 40 weeks.

### 34. **TERMINATION UNDER EXCEPTIONAL CIRCUMSTANCES**

34.1 Upon termination by the Resident of the Agreement and where the Vice-Chancellor of the University at his reasonable discretion judges the circumstances to be both exceptional and extenuating, a rebate of the Licence Fee may be made.

34.2 In this circumstance, the Resident will be liable for: -

34.2.1 Pro rata, all fees for the period in whole weeks (ie, Monday noon to Monday noon, or Saturday noon to Saturday noon) from the commencement of the Licence Period to the date of termination; residence for part of a week will be calculated as residence for a whole week

34.2.2 A £50 fee to cover the University's reasonable administration expenses

34.2.3 A reasonable payment as notice to terminate to recompense the University's loss of Licence Fee, and reasonable administration costs. This payment will be: -

the equivalent of eight weeks fees pro rata to the Licence Fee should the date of withdrawal fall within the first full thirteen weeks of the Licence Period;

the equivalent to six weeks fees pro rata to the Licence Fee should the date of withdrawal fall between the thirteenth and twenty sixth week (in full) of the Licence Period;

the equivalent four weeks fees pro rata to the Licence Fee should the date of withdrawal fall after the twenty sixth week of the Licence Period.

34.3 An early payment discount from the full rate, including pro rata fees as notice to terminate, shall be deducted from any outstanding amount, provided that the Licence Fee is to be paid in full, provided payment is made within 10 working days of the date of withdrawal.

34.4 The extent of rebate shall be at the Vice-Chancellor's reasonable discretion.

34.5 Students claiming exceptional or extenuating circumstances for a request of termination should provide all relevant supporting documentation with their written request.

## **Our Rights**

### 35. **ALTERATIONS AND BUILDING WORKS**

We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our adjoining or neighbouring property without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in the case of emergency).

36. **ACCESS AND INSPECTION**

- 36.1 The University has the right together with its agents, contractors and employees to enter the Accommodation to clean, inspect, carry out repairs, or for any other reasonable purpose at reasonable hours of the day. If we wish to exercise this right we will, whenever reasonably practical, give you at least 24 hours notice before entering the Accommodation. Advance notice will not be given in the case of an emergency when entry may be at any time.
- 36.2 In an emergency, where we cannot gain access, we may have to force an entry. This might be, for example, where water is overflowing or somebody's life or physical safety is at risk. In this case we will secure the Accommodation and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of the property or your failure to report repairs, we will charge you with the cost;
- 36.3 If we incur costs when calling on a pre-arranged visit because access is refused or you are not in, we will charge you with the cost of this. If we have to take legal action to enforce the right of entry we will ask the court for an order for the cost of the legal action to be paid by you.

37. **REMOVAL OF ITEMS FROM ACCOMMODATION**

We may remove from the Accommodation any items which we find in the Accommodation or Hall (either used or unused) that we consider (acting reasonably) are dangerous illegal substances and/or may cause a fire hazard. If we remove an item, you will be notified that the item has been confiscated and who you need to contact regarding this.

38. **Liability for loss or damage**

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

39. **Right to Relocate**

- 39.1 We reserve the right to move you to similar alternative accommodation for reasonable management reasons including (but not limited to):
- 39.1.1 Where we consider that we cannot reasonably carry out works to the Accommodation, the Hall or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation;
- 39.1.2 Where the Accommodation and/or the Hall being damaged, such that we consider (acting reasonably) that it is unfit for occupation; or
- 39.1.3 Where your Period of Residence includes either the Christmas, Easter or Summer vacations and the Hall is not fully occupied over the vacation and we decide (acting reasonably) to move you to other University accommodation so that all students residing in the University over the vacation are together in the same part of the University.
- 39.1.4 We reserve the right to require you to move to similar alternative accommodation if you occupy a room with adapted facilities, and a student who is deemed to require the use of adapted facilities applies to the University.
- 39.2 We reserve the right to require you to move to similar alternative accommodation where we reasonably consider, because of your behaviour, or for any other reason, that it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation.
- 39.3 If we request you to relocate, we shall give you reasonable notice (taking into account the circumstances) of this. The notice period may be as little as 24 (twenty four) hours.
- 39.4 If you do not move out of the Accommodation on us requesting you to do so in accordance with our rights, we can take legal action to force you to move out. If we have to take legal action, we will ask the court for an order the cost of the legal action be paid by you.

40. **RIGHT TO TEMPORARILY SUSPEND YOUR RIGHT TO OCCUPY**

40.1 If you breach any of your obligations under this Agreement, or we reasonably suspect that you have, we may suspend you from the Accommodation during appropriate investigations of the breach, or the suspected breach, if we consider (acting reasonably) that your continued presence at the Accommodation will constitute a threat to life, limb or well-being of any person and/or criminal damage to property. Any decision to suspend you will be made in accordance with the procedure set out at in the University Regulations and be subject to your right to appeal which is set out in the University Regulations.

40.2 During this suspension, we are under no obligation to provide you with any accommodation.

## Procedure For Dealing With Breaches

41. **PROCEDURE**

41.1 If you, anyone living with you or your invited guests breach any of the conditions of this Agreement then, depending upon the nature of the breach and/or the seriousness of the breach, action may be taken against you under the procedure set out in clauses 41.2 to 41.4 below or in accordance with the Student Disciplinary Procedure. These are set out in the University's Regulations and can be found at

[http://www3.newport.ac.uk/displayPage.aspx?object\\_id=3986&type=PAG](http://www3.newport.ac.uk/displayPage.aspx?object_id=3986&type=PAG)

41.2 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Accommodation Manager or Nominee will decide whether to:

41.2.1 Take no action; or

41.2.2 Discuss this with you informally; and/or

41.2.3 Take further action in accordance with the terms of this Agreement.

41.3 Breaches of this Agreement will be dealt with as follows:

41.3.1 In response to a report of alleged breach of the Residential Terms and Conditions a full investigation of the facts and circumstances will be carried out by the Accommodation Manager who may include his/her nominee/s.

41.3.2 The Accommodation Manager or Nominee will investigate the alleged breach and write to you drawing the alleged breach to your attention;

41.3.3 The resident is entitled either to have the Investigative Interview held without attending or being represented or to attend in person, alone or accompanied by any other member of the University willing to assist in this way, or to be represented in his/her absence by such a person. It is in the resident's own interests to be accompanied and represented.

41.3.4 In that letter, you will be invited to meet in order to discuss with you the circumstances of the alleged breach;

41.3.5 At the conclusion of the meeting, or you fail to attend the meeting, they will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:

41.3.5.1 give you an oral warning;

41.3.5.2 a written warning;

- 41.3.5.3 a final written warning (which will be issued if you have already received a written warning);
  - 41.3.5.4 terminate the Agreement; and/or
  - 41.3.5.5 refer the matter to The Director of Estates or Nominee to be dealt with under the Student Disciplinary Procedure. The Director of Estates or Nominee will write to you, normally within 3 working days of the meeting with the Accommodation Manager or Nominee.
- 41.3.6 If you are unhappy with the decision made, you can formally appeal in writing to The Director of Estates or Nominee within 5 working days of you being notified of the decision. The Director of Estates or Nominee shall consider your letter and decide whether to uphold or amend the decision. The Director of Estates or Nominee will write to you, normally within 10 working days, notifying you of the decision made. The decision made by the Director of Estates or Nominee shall be final and binding.
- 41.3.7 Breaches of the Agreement, which are misconduct under the Student Disciplinary Procedure, will be dealt with under those rules and may result in a decision being made by the University that we will terminate this Agreement.
- 41.4 The above procedure will not apply in relation to a breach of the Agreement arising from your failure to pay the Licence Fee in accordance with the payment terms. In such circumstances, we are entitled to terminate this Agreement immediately, and can do so without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Accommodation Manager or Nominee.

## Notices

42. All letters and notices sent by us to you will be properly served if they are given to you in person or if they are delivered by hand, first class post, or special or recorded delivery to you at:
- 42.1 The Accommodation and/or;
  - 42.2 The address you provide to us when applying to us for the Accommodation or such other address that you have notified the Accommodation Manager or Nominee in writing.
43. A notice sent by the following means is to be treated as having been received
- 43.1 If delivered by hand, on the day of delivery; or
  - 43.2 If sent by special or recorded delivery, on the first working day after posting or;
  - 43.3 If sent by first class post, on the second working day after posting.
44. You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.
45. You are to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).
46. Any notices (including notices in proceedings) which you want to send to us should be sent to:
- The Accommodation Manger, Accommodation Office, University of Wales, Newport, Caerleon Campus, Lodge Road, Caerleon, Newport, NP18 3QT.