PRIFYSGOL CYMRU
Y Drindod Dewi Sant
UNIVERSITY OF WALES
Trinity Saint David

RESIDENTIAL TERMS AND CONDITIONS 2015/16

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1. DEFINITION AND INTRODUCTION

1.1 Wherever in these Residential Terms and Conditions the following words appear they shall (where the context allows) have the following meanings:-

"Accommodation"	means Standard Accommodation (Catered or Self-Catered) or En Suite Accommodation (Catered or Self Catered) in the Premises as the case may be.
"En Suite Accommodation"	means accommodation comprising: (i) a study bedroom with bathroom facilities accessible by one key; (ii) the use of a kitchen area is shared with all Residents who have keys to the flat in which those kitchen areas are located.
"Final Payment Days"	means the final payment days as specified in the Licence Agreement.
"Licence Agreement"	means the agreement enclosed
"Licence Period"	means the period defined and set out in the Licence Agreement
"Licence Fee"	means the fee for the Accommodation defined and set out in the Licence 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 one (or a maximum of two) 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 University of Wales: Trinity Saint David attending a full or part time course
"Terms and Conditions"	means the terms and conditions contained herein.
"University"	means University of Wales Trinity Saint David.
"University Regulations-Student Guide"	means any rules or regulations directed by the Vice-Chancellor 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, as notified.

1.2 In these Terms and Conditions unless the context otherwise requires:

1.2.1 Words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;

1.2.2 The headings to the clauses are for convenience only and shall not affect the construction of each clause.

1.2.3 All documentation policies and procedures where not set out in this document are contained on the University intranet.

2. PROVISION OF ACCOMMODATION

2.1 Accommodation is provided for the Licence Period for the weeks as set out in the Licence Agreement. The Licence Agreement may be extended to cater for the needs of certain individuals, e.g. care leavers. 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.

2.2 The Licence Fee is payable for the whole of the Licence Period:-

2.2.1 No Resident who remains a student at the University is entitled to a remission of the Licence Fee even though the Resident may have vacated the Accommodation before the end of the Licence Period. If the student is able to provide a suitable applicant as a replacement occupier for the accommodation, then the University may waive the Licence Fee for the remainder of the period from the time the new occupant moves into the accommodation, subject to a reasonable charge to cover administration costs.

2.2.2 The Licence Fee shall remain 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 vacated the Accommodation (save where the University fails, using reasonable endeavours, to find an alternative occupier for the Accommodation).

2.2.3 Any extension to occupancy of the accommodation outside of the Licence Period due to courses or for personal reasons rent will be charged at the appropriate rate for the accommodation.

2.3 The Resident is not permitted to assign the rights under the Licence Agreement or (subject to clause 2.5) permit or allow any other person to occupy or share occupation of the Accommodation.

2.4 The Accommodation can only be used for private Residential purposes only.

2.5 Accommodation will either consist of Standard Accommodation or En Suite Accommodation as set out in the Licence 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).

2.6 The University reserves the right 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:

2.6.1 There are reduced fees for room sharing, and this will be set out in Licence Agreement. Reduced fees are only applicable for the period or periods during which the Resident is required to share Accommodation;

2.6.2 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

2.6.3 The Resident agrees to be bound by the Residential Terms and Conditions as if he/she were a sole occupant.

2.6.4 The Resident must at all times observe the Residential Terms and Conditions.

Provided that in exercising this right the University shall:-

(a) Act reasonably

(b) Give the Resident at least one week's notice of its intention to exercise such right

(c) Give due regard to its policies on equal opportunities

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 University and the University shall repay to the Resident the Licence Fee for the period from such termination until the end of the Licence Period (if paid).

3. **BOND**

3.1 A non-refundable booking fee of £250.00 is payable on acceptance of the offer of Accommodation.

On taking up residence this booking fee will be held as a Bond.

Provided that the Resident has adhered to these Residential Terms and Conditions and University Regulations, this will be returned at the end of the Licence Period for those Residents who are not going forward into Halls of Residence in the following year, less any reasonable deductions for damage caused by the Resident to University property or any cleaning of the University property arising from the Resident's actions or inactions (other than damage caused by the University's negligence or that of its staff) including a fair and reasonable proportion of such cost where the perpetrator(s) cannot be identified (and the University will use reasonable endeavours to so identify) and where the Resident can prove that the Resident was not in the Accommodation at the time the damage was caused.

Less any monies properly owing to the University at the end of the Licence Period, or any unpaid Licence Fee. Such deduction will be at the reasonable discretion of the University.

3.2 For those Students going forward into Halls of Residence the Bond will be carried forward as a non-returnable deposit and then transferred as a Bond when the student takes up their accommodation.

3.3 Any invoices raised during the Licence Period must be paid as received; they will not be deducted from the Bond.

3.5 Charges raised at the reasonable discretion of the University, following the Licence Period and which exceed the £250 bond will become payable by the Resident as a debt.

4. LICENCE FEE

4.1 The Resident is required to make payment of the Licence Fee (Accommodation Fees) on or before the due date.

4.2 Where within these terms and conditions reference is made to rebate, rebate shall in its context mean the whole or part of any payments actually made.

5. DEBTORS

Any Resident who owes the University money will be listed as a University debtor.

Under the appropriate Regulations, the University will not offer accommodation for a further period of Residence to a student who has a University debt.

6. PROVISOS AND DECLARATIONS

6.1 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.

6.2 If residence in Halls is to be tolerable, every Resident must be concerned about the wellbeing of all neighbours and fellow residents. This inevitably involves some limitations on personal liberty as is necessary amongst any group of people living together and sharing common facilities. These Terms and Conditions must be read in conjunction with the Guide to Residential Living.

7. CONDITIONS OF OCCUPATION

7.1 SMOKING

Smoking is strictly forbidden in all Halls of Residence, this includes hallways, stairs, rooms, kitchens, lounges etc. Candles, incense, oil burners and any flammable material and containers are strictly forbidden anywhere in the Accommodation or Premises.

7.2 CHEMICAL SUBSTANCES, DRUGS AND WEAPONS

Potentially dangerous chemical substances, illegal drugs or weapons must not be taken into any Accommodation. It is both a criminal offence and offence against University Regulations to possess, consume and/or deal in drugs. A very strict anti-drugs policy is operated in Accommodation Halls. Any Resident found possessing, consuming and/or dealing drugs and/or in possession of items related to drug taking will be disciplined under University disciplinary procedures and will also be reported to the Police

7.3 HEALTH AND SAFETY

7.3.1 Residents must be aware of the Fire Regulations and evacuation procedure. All fire doors must be kept closed; fire equipment (including alarms and smoke detectors) must never be tampered with. **Any use of fire equipment, for whatever reason, must be reported to the Accommodation Office.**

7.3.2 Residents will be charged for any extinguishers that are unnecessarily discharged, or for any damage to any other equipment. Additionally, under these Regulations it is a serious offence to tamper with any fire or safety equipment and may lead to Disciplinary Procedure. **It is a Criminal Offence to tamper or misuse any Fire Safety Equipment.**

7.3.3 Fire doors must not be wedged or propped open as they are designed to reduce fire and smoke risk.

7.3.4 Residents must not bring bicycles, motor bikes / scooters or any part of a vehicle into the Halls. This is to comply with Fire Regulations. Bicycle stands are available for use by Residents.

7.3.5 All Residents are required to have any personal electrical appliances which they bring with them PAT tested.

7.3.6 Multiple electric sockets and multi plugs must not be used in the Accommodation, without permission of the Accommodation Office.

7.3.7 Heating or cooking appliances except those provided by the University must not be taken into any Accommodation or Premises without the prior written approval of the Accommodation Office (not to be unreasonably withheld). If any item is discovered during inspections, which have not received such approval, then these must be removed immediately. Electric kettles and toasters are not be kept or used within the study bedroom. **Deep fat frying is strictly not permitted anywhere in halls (including kitchens).**

7.4 FAULT REPORTING

Residents must report through the applicable reporting mechanism any defects occurring in the Premises to property, fixtures, fabric and services and any loss, damage or theft at the Premises. The University accepts no responsibility for any loss, damage, expense or inconvenience caused by any delay in reporting such defects.

7.5 **DAMAGES**

Residents will be charged the reasonable cost of any loss, theft or damage to University property (including all items of University property shared with other Residents and for which the damage, loss or theft cannot, using reasonable endeavours, be attributed to any particular Resident (unless the Resident can prove that they were not in the Accommodation when the loss theft or damage was caused).

Any theft or loss of University property or damage caused to the Accommodation or Premises (fair wear and tear accepted), which cannot be attributed to a particular Resident will be apportioned equally amongst the Residents who are key holders to the part of the Premises, or Accommodation concerned (unless the Resident can prove that they were not in the Accommodation when the loss theft or damage was caused).

List of standard charges are provided within the Guide to Residential Living.

7.6 **NOISE**

Levels of noise that cause a nuisance will be, at the reasonable discretion of the Accommodation Office, considered as a material breach of the Residential Terms and Conditions. Residents are permitted to bring their own radios, CD players, personal computers and musical instruments into the Accommodation, but this permission will be withdrawn immediately from any Resident who causes noise or inconvenience to others.

Residents must be considerate to others living in halls and not shout, make or cause loud and disruptive noises while living on campus.

Residents should be aware that these Regulations are particularly applicable during periods of major assessments, examinations or teaching practice and after 11.00pm. For the avoidance of doubt, Regulations on noise are applicable not just within the Accommodation, but also within the surrounding areas.

7.7 **BEHAVIOUR**

7.7.1 Residents must follow proper instructions given by any member of University Staff and Hall Wardens who are on duty and who identify themselves. 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.

7.7.2 Any Resident who in the reasonable opinion of the University may be guilty of misconduct may, in addition to any other rights, be reported and invoke University disciplinary procedures. Misconduct shall include, without prejudice to the foregoing, breaches of these Terms and Conditions or the University Regulations-Student Guide. For the avoidance of doubt incompatible behaviour is not necessarily limited to behaviour within Accommodation or Premises, but could include behaviour on University premises or elsewhere, which at the Vice-Chancellor's reasonable discretion is considered incompatible with Residential occupation

7.8 **PETS**

Animals, reptiles (including fish), insects or birds must not be kept in any of the Premises.

7.9 **ROOM OCCUPATION**

7.9.1 The University accepts no responsibility for Residents' private possessions.

7.9.2 The Resident shall sign and return to the Accommodation Office within 24 hours of receiving a room key an inventory of all University property and facilities in his or her Accommodation (including all shared property and facilities situated at the Premises to which the Resident has key holder access). Each and every Resident will be responsible for ensuring that at the end of the Licence Period, all items included in his or her inventory remain at the Premises.

7.9.3 A final inventory will be taken by the University at the time of leaving residences. 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. Unless Resident can prove that he/she was not in the Accommodation at the time of the damage, loss or theft.

7.9.4 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.

7.9.5 At the end of each Licence Period the Resident must vacate the Accommodation and Premises and shall remove all personal property and leave the room and kitchen area in a clean and tidy condition and ensure that all University property is left at the Accommodation and Premises (including all University fixtures and fittings and University items shared with other Residents).

7.9.6 Large items of furniture, equipment, or other personal property (including white goods such as fridges, freezers, washing machines etc) may not be taken into the Accommodation or Premises.

7.9.7 The University may remove any item of furniture, equipment or other property that is not permitted under these Residential Terms and Conditions. This also includes any items that the University in its reasonable view is a danger to the Resident, or other residents. Such items will be returned only when the owner has made arrangements to remove them from the Premises.

7.9.8 A Resident must not part with the possession of any Accommodation items to any third party.

7.9.9 Residents must not make any alterations or repairs to the Premises or its structure, fabric, furniture, appliances or fittings. It is absolutely forbidden to use any part of the Accommodation or Premises for workshop activities (which must be strictly confined to University workshops only).

7.9.10 Posters must only be fixed to Notice Boards - any fixed to walls causing damage to paintwork will result in the Resident being charged the reasonable cost for redecoration of the damaged Accommodation or Premises as applicable

7.10 **GUESTS**

Guests must be signed in by texting the Warden's mobile phone, giving details of student name, room details, guest name.

Residents are responsible for the behaviour of their guests at all times. Misconduct (including theft) by a guest and/or visitor will be regarded as a material breach of Residential Terms and Conditions by the Resident who is being visited.

The host Resident must comply with the arrangements in force for the reception of guests.

8. CLEANING AND MAINTENANCE

8.1 All Residents must clean and tidy their Accommodation and share responsibility for keeping clean and tidy the communal areas of the Premises.

8.2 Without prejudice to any other clause, any Resident or Residents who persistently choose to leave their Accommodation and/or communal areas of the Premises in an unclean, unhygienic or untidy manner may face disciplinary procedures.

8.3 The University reserves the right to remove and dispose of dirty crockery, utensils or other cooking equipment belonging to the University or the Residents and to levy a reasonable charge for cleaning.

8.4 If it becomes necessary for staff to carry out extra cleaning where Residents fail to clean and tidy their Accommodation, or common areas of the Premises, a charge as indicated in Schedule 1 will be levied on those to whom responsibility can be attributed or amongst the Residents if responsibility cannot be attributed.

8.5 If the University discovers during routine visits or inspections that these responsibilities have not been properly discharged, then a warning may be issued at the discretion of the Accommodation Office to those deemed liable for its remedy. Failure to comply with a warning will result in the University cleaning the relevant Accommodation and/or communal areas of the Premises and charges indicated in Schedule 1 will be charged against those deemed liable.

No warnings will be issued if in the opinion of the Accommodation Office it is deemed to be a hazard to Health and Safety.

9. VEHICLES & PARKING

9.1 Residential students must register their cars with the Estates Department and the appropriate car parking fees for each campus is to be paid prior or on the day of registration. Please refer to the Guide for Residential Living for further details on parking arrangements.

9.2 The University reserves the right to withdraw car parking facilities from students who are in continual breach of car parking regulations.

10. RIGHT OF ENTRY

10.1 The University reserves the right of entry to all Accommodation for cleaning, maintenance or inspection, Residents will be given reasonable notice of any visits to study/bedrooms save in case of emergency.

10.2 The University reserves the right of entry to all Accommodation in such other circumstances which the University considers to be reasonable or where the University has reasonable reason to suspect a material breach of any of these Terms and Conditions.

10.3 The University reserves the right of entry to all Accommodation in order to retrieve University property.

In all cases such entry shall be at reasonable times and cause as little disturbance as possible and the University shall not unreasonably interfere with the Resident's privacy (save in case of emergency).

11. ROOM TRANSFERS

11.1 Any resident wishing to exchange or move to an alternative room (if available) must obtain permission from the Accommodation Office. A charge of £25.00 will be made to cover the University's reasonable administration costs.

11.2 Room transfers at the request of the Accommodation Office will not carry a charge

11.3 Permission to transfer to other accommodation provided by the University will not be given if the Resident owes Licence Fees.

11.4 Exchanges of Accommodation between Residents must have the prior permission of the Accommodation Office (such permission not to be unreasonably withheld).

12 CHANGE OF ACCOMMODATION

A Resident usually occupies the same Accommodation for a whole Licence Period, but a Resident may (at the reasonable discretion of the University) be required to vacate the Accommodation on at least one week's notice and move to different Accommodation or to different premises of a similar standard either temporarily or permanently reasonably within the vicinity of the existing Accommodation.

Where a move is at the requirement of the University from En Suite Accommodation to Standard Accommodation, a rebate will be made against any Licence Fees already paid by the Resident and allowed against the next payment of the Licence Fee or paid to the Resident by the University as the University may decide.

This is particularly pertinent if a room designated as an Additional Needs/Mobility/Disability room is occupied by a Resident is required for occupation by a student with a disability/additional need.

12.1 If the Resident accepts the alternative Accommodation which is of a higher standard the Resident will not be required to pay any additional fees.

12.2 If the Resident does not accept the alternative Accommodation the University can still terminate the Licence Agreement and shall repay to the Resident the remainder of the Licence Fee for the Licence Period.

13 TERMATION OF LICENCE AGREEMENT

13.1 TERMINATION BY RESIDENTS REQUEST WHILE REMAINING IN ACADEMIC STUDIES

No student shall be able to terminate this Licence before the end of the contracted period. This is unless the Resident can find a replacement student who is not already living in halls to take over the remainder of the agreement.

13.2 TERMINATION DUE TO DEFERMENT, WITHDRAWAL OR EVICTION

A Student who has been granted a deferment or withdrawal from their studies or has been evicted from their halls of residence will have to vacate the University accommodation with effect from the deferment / withdrawal / eviction date. In these instances the student will be charged up to the commencement of the term following their deferment / withdrawal / eviction date, or on the return of the room keys to the Accommodation Office, whichever is the later. Any income received by the University in excess of this amount will be refunded to the student if there are no other debts to the University.

Student to supply written confirmation from Registry of withdrawal of deferment agreement.

In these circumstances a termination fee is payable, the payments will be:-

- The sum of £600 should the date of withdrawal fall within the first full fifteen weeks of the Licence Period;
- The sum of £450 should the date of withdrawal fall between the fifteenth and thirtieth week of the Licence Period;
- The sum of £300 should the date of withdrawal fall after the thirtieth week of the Licence Period.

14. DISPUTE DETERMINATION

If there is any dispute as to whether the Resident has complied with obligations in these Residential Terms and Conditions these will be determined by the Accommodation Office acting reasonably and if the Resident disagrees with his/her decision the issue may be referred to the Head of Residential Services, whose decision shall be final and binding.

More information on the grievance procedure can be found in the Student Guide.

15. DATA PROTECTION

The information held on the Licence Agreement is stored as part of the Resident's record on a database. The Licence Agreement is also kept as a manual record. The data is held and processed in accordance with the requirements of the Data Protection Act 1998 and within the limits agreed with the University's Data Protection Officer. The Resident's data will be shared with staff with a relevant need to see it, the Accommodation staff and welfare advisers, (where applicable for the purposes relating to the provision of Accommodation), in the University and limited information will also be made available to security staff for verification purposes.

SCHEDULE 1
LIST OF STANDARD CHARGES

BEHAVIOUR

REASON	CHARGE	ACTIONED BY	REMARKS
Behaviour bringing the University into disrepute	£50.00	Director of Student Services	Minimum Charge for 1st offence
Disregarding noise curfews as defined in the Residential Terms & Conditions (7.6)	£50.00	Accommodation Office	Minimum Charge for 1st offence
Removal and cleaning of bodily fluids	£50.00	Accommodation Office	
Failure to keep room in an acceptable condition of cleanliness and tidiness	£25.00 plus cleaning costs	Accommodation Office	Minimum charge for 1st offence, increasing for subsequent offences.
Failure to keep room in an acceptable condition of cleanliness and tidiness	£25.00 plus cleaning costs	Accommodation Office	Minimum charge for 1st offence, increasing for subsequent offences.
Failure to vacate halls and remove all personal belongings on the date agreed	£50.00	Accommodation Office	
Abusive behaviour towards members of staff (7.7)	£100	Accommodation Office	Disciplinary Action
Failing to clear up rubbish after open air parties, BBQ etc	£100	Accommodation Office	
Having BBQ's in non-permitted areas	£100	Accommodation Office	

HEALTH & SAFETY

Deliberate activating fire alarm for no legitimate reason	1st offence - £100 and written warning. 2nd offence - £150 and written warning. Subsequent offences - £200 and Disciplinary Action.	Accommodation Office	
Activating fire alarm by negligent use of electrical equipment. Aerosols, smoking etc.	1st offence - £100 and written warning. 2nd offence - £150 and written warning. Subsequent offences - £200 and Disciplinary Action.	Accommodation Office	
Leaving fire doors or Entrance doors propped open when unattended	1st offence - £10 per flat and written warning. 2nd offence - £50 per flat and written warning. Subsequent offences - £100 per flat and Disciplinary Action.	Accommodation Office/ Health & Safety Office	Minimum Charge for 1st offence
Misuse of any fire or safety equipment	£100.00 plus replacement cost.	Accommodation Office/ Health & Safety Office	
Failure to vacate building during fire evacuation.	£50.00 per person	Accommodation Office	
Incorrect disposal of waste/rubbish (i.e. leaving rubbish/waste in corridors, hallways and throwing rubbish out of windows)	£100	Accommodation Office	
Unregistered Guests see point 7.10	£50	Accommodation Office / Hall Wardens / Security Team	Student to be responsible for damage caused by guest
Having parties within the block without permission	£50	Accommodation Office / Hall Wardens / Security Team	
Smoking within the Halls of Residence	1st offence - £100 per flat and written warning. 2nd offence - £150 per flat and written warning. Subsequent offences - £200 per flat and Disciplinary Action.	Accommodation Office / Hall Wardens / Security Team	

DAMAGE

Having posters etc stuck on walls, ceilings or doors	£25.00 plus redecoration charges	Accommodation Office	
Damage to furniture, fixtures and fittings	As set out in the Guide to Residential Living	Accommodation Office	

KEYS

Loss of room key or non-return of when vacating	£25.00	Accommodation Office	
Loss of swipe card or non-return of when vacating	£25.00	Accommodation Office	
Opening of student room by Security Team	£10	Accommodation Office	

PETS

Pets in Study Bedroom	£30	Accommodation Office	

NOTE: These are minimum charges and may be increased depending on severity and frequency, in the event of the offender not being found in regards to communal areas, all residents of the block or flat as appropriate will be charged equally.