DEFINITIONS

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

‘You/I’ means the Tenant named in the Acceptance and ‘your’ ‘yours’ ‘my’ and ‘mine’ are to be construed accordingly.

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

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

The ‘Accommodation’ includes:-

• access to the Accommodation over the Building

• use of the communal areas and facilities at the Building for the purposes for which they are provided

YOUR OBLIGATIONS

The Conditions and the Handbook

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

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

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

Payments

You are to pay us:-

• The Total Fee in advance or the instalments of Total Fee in advance by no later than the date or dates stated in the Acceptance.

• Any other payments due to us no later than the date on which they fall due.

• Interest at 2.5 % over UK Clearing Banks base rate may be charged on any payment which is more than 28 days overdue. The interest is to be calculated from the date the payment became due to the date it is paid.

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

Use

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

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

You are to keep the Accommodation clean and tidy and together with the other persons having the right to use them, you are to keep all communal areas including the communal bathroom(s) and kitchen(s) clean.
You are not to use the Accommodation or any other part of the Building for any activities that are dangerous, offensive, or illegal. You are not to have or store in the Accommodation any weapon (including laser pointers) or any dangerous or explosive or flammable object or substance including nitrous oxide caplets or cylinders.

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

You 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, contractors and visitors.

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

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

You must vacate the Accommodation and remove all your belongings from it no later than the last day of the Occupancy Period or, if sooner, the date on which your right to occupy the Accommodation ends. You must notify us at least 4 weeks in advance if you wish to make arrangements for residence in the Building outside any Occupancy Period.

We 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 shall be entitled to deduct such costs from any proceeds of sale.

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

You must allow your room to be used for dual occupancy for short periods in the event of an emergency.

**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 our lessor.

You must pay us the reasonable cost of (a) repairing any damage to the Accommodation and its contents, the Building or our or (where applicable) our lessor's property that you cause 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 must pay us within 21 days of receiving notice of the amount. You have the right to appeal against any charge to the appropriate Residential Facilities Manager or Partnerships Manager on the form available at www.bristol.ac.uk/accommodation/media/docs/appeals-form.doc
Cleaning and Laundry

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

Access to the Accommodation

You are to give us, our staff or (where applicable) our lessor’s staff or contractors 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 We reserve the right to enter without notice for the sole purpose of assuring that the smoke detector or other fire safety equipment is working

OUR OBLIGATIONS

Provision of the Accommodation

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

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

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

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

Pastoral Care

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

Insurance of Personal Property

We are to insure your personal property in the Accommodation. For details of cover at Unite House, Culver House, Waverley House, The Rackhay, Favell House, Blenheim Court and Chantry Court see: www.bristol.ac.uk/accommodation/media/docs/endsleigh-insurance-policy.pdf

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

PROVISION OF CROCKERY & KITCHEN UTENSILS

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

GENERAL

Termination

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

If you: -

• commit a serious breach of any of your obligations under this Contract, without limitation interfering with fire or other safety equipment at the Accommodation will be treated as a serious breach
• persistently fail to comply with your obligations under this Contract
• fail to pay any instalment of Accommodation Fees due to us under this Contract for more than 28 days after it falls due to be paid whether you have been supplied with an invoice or not
• are required to leave the Accommodation or the University
then we may give you 28 days notice to leave the Accommodation. At the end of 28 days you must leave the Accommodation. If you fail to leave we may use all lawful means to remove you.

If you are required to leave the Accommodation or the University you will be liable for your agreed advance payment.

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

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

If you wish to terminate this Contract under any other circumstances you may give us two weeks notice and move out of the Accommodation within the two weeks. You will be liable for the proportion (which is to be calculated on a daily basis) of the Accommodation Fee for the period until a suitable replacement tenant is found, which is when your contract will terminate. The Accommodation Office will use all reasonable endeavours to help you find a replacement tenant. You will be liable to pay our reasonable reletting costs up to a maximum of £100.

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

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

**Notices**

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

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

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

**Applicable Law**

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