

HALLS OF RESIDENCE CONTRACT EXAMPLE



Please provide the name, address and telephone number of a PARENT, PARTNER, RELATIVE OR FRIEND that we can contact in case of accident or emergency.

Name: _____

Address: _____

Telephone Number: _____

Relationship to you: _____

Please provide the name, address and contact telephone number for your GP/Doctor in Bolton/Greater Manchester.

Name: _____

Address: _____

Telephone Number: _____

If you haven't registered with a GP in Bolton/Greater Manchester please tick here you will be asked to provide details of your GP/Doctor in Bolton/Greater Manchester after you have moved in.

YOUR CONTRACT WITH THE UNIVERSITY OF BOLTON

Full Academic Year – 39 Weeks Contract

DOCUMENT 1 - TO BE SIGNED AND RETURNED TO STUDENT SERVICES

This agreement is a legally binding document. By signing it you are agreeing to accept all the terms and conditions of the agreement which include staying and paying for the full contractual period. Please read it carefully before signing.

Ceci est un document legal. En le signant. Vous vous engagez a respecter ses conditions qui stipulent que vous devez accepter de garder le logement ainsi que d'en payer le loyer pour la duree mentionnée dans ce contrat. Veuillez lire le contrat dans son entier avant d'en accepter toutes les conditions et de le signer.

Das ist ein legal verbindliches Dokument. Mit Ihrer Unterschrift zeigen sie Ihr Einverständnis, sich an die Bedingungen zu halten einschließlich für den gesamten Zeitraum, wie im Vertrag festgelegt, wohnen zu bleiben und die Unterkunft zu bezahlen. Bitte lesen Sie das Dokument vollständig, bevor Sie es unterschreiben und damit die Vertragsbedingungen akzeptieren.

Este documneto tiene valor legal de contrato. El firmante se compromete a cumplir los terminos y condiciones establecidos en el mismo. Que incluyen la estancia en el alojamiento y el pago del alquiler durante todo el periodo contractual. Por favor lea detenidamente el documento antes de firmarlo, su firma implica la aceptacion de las condicioness estipuladas.

Firmando questo documento ci si impegna a rispettare tutte le clausole contenute nel contratto concernenti il pagamento e l'affitto dell'alloggio nel periodo indicato. Si consiglia quindi di leggere attentamente questo documento prima di firmarlo.

If you do not understand any part of this document, please contact the staff in Student Services before signing it. They will be pleased to clarify the details of the agreement and answer your questions.

HALLS OF RESIDENCE - CONDITIONS OF OCCUPANCY

Name of Resident:

Hall of Residence: Orlando

Hollins

THIS IS A STUDENT TENANCY UNDER PARAGRAPH 8 OF SCHEDULE 1 HOUSING ACT 1998 AND IS STRICTLY FOR THE FOLLOWING **XX** WEEK PERIOD

XX/XX/XXXX until XX/XX/XXXX
The start and end date is subject to change

This period is continuous and includes the Christmas and Easter vacations.

The University is a specified educational institution within the meaning of the Housing Act 1988 Schedule 1 Part 1 paragraph 8 and you are a student who is pursuing or intends to pursue a course of study provided by the University.

You acknowledge and agree that the premises are let to you as a consequence of your attendance at the University and you will be bound to give up your tenancy if you have been permanently excluded from attendance at the University and/or cease to be a member of the University.

If for any reason you cease to be a student at the University you must inform Student Services within seven days.

By signing this tenancy agreement, you agree to the following:

1. BOND

1.1. You will pay to the University a deposit of £200 ("the Bond") of which, subject to the following terms of this tenancy agreement, £200 will be returned to you as soon as possible after the expiration of the period referred to above. You agree that this is conditional upon Halls' keys having been returned upon departure or in any event no later than 7 days after leaving halls and no damage being caused by the resident during the period referred to above.

1.2. The University is entitled to have recourse to the Bond to:

1.2.1. settle arrears of rent;

and

1.2.2. settle payments for fulfilling any of your repair maintenance or redecoration obligations laid down in this tenancy agreement which have not been satisfactorily fulfilled by you.

and

1.2.3. settle any other outstanding default on your part under this tenancy agreement.

1.3. If the Bond is insufficient to discharge all your liabilities the University will issue an additional invoice for payment by you.

1.4 No refunds will be made for:

- 1) failure to take up occupancy.
- 2) failure to complete the full period of the tenancy agreement for any reason.

2. Rent

Residents are liable for payment of the full rent of **£X,XXX.XX (Amount)** upon signing this tenancy agreement.

Methods of Payment

Method (1) One payment of **£X,XXX.XX (Amount)** by **XX/XX/XXXX (Date)**
(a reduction of £200 will apply to this method of payment, so long as the full amount is received by the due date)

OR

Method (2) Payment in 3 instalment(s) as follows:-

- | | | |
|-----|--------------------------|---------------------------|
| (1) | XX/XX/XXXX (Date) | £X,XXX.XX (Amount) |
| (2) | XX/XX/XXXX (Date) | £X,XXX.XX (Amount) |
| (3) | XX/XX/XXXX (Date) | £XXX.XX (Amount) |

The payment due date and amount is subject to change

Failure to meet these deadlines will result in an additional charge of **£20** to any overdue instalment.

- 2.1 The amounts due are not subject to any reduction irrespective of the dates of your individual course of study.
- 2.2 There is no entitlement to reduction or refund of rent for any time when your individual room is unoccupied.
- 2.3 The full rent is payable even if you are evicted for disciplinary reasons or cease to pursue a course of study with the University.
- 2.4 If the rent is paid by a cheque which is subsequently dishonoured the University reserves the right to charge an additional fee of **£25**.
- 2.5 You should be aware that non-payment of any rent due from you may result in action being taken against you, which may include the University engaging the services of specialist debt collection agents to pursue your debt on the University's behalf, and/or the University may seek to terminate this tenancy agreement under clause 5.2

3. Your obligations under this tenancy agreement:

You agree you shall:- (and you will ensure your guests/visitors (where applicable) will)

- 3.1. comply with the University Regulations/Codes of Practice and rules in the Student Information Policy Zone accessible via: <http://www.bolton.ac.uk/studentinformation-policyzone/Home.aspx>, the Student Conduct Statement (and Student Diary).

- 3.2. keep the interior of the bedroom and living areas in a clean, tidy and good condition to the satisfaction of the University. You shall not allow any shared facilities to become so unclean and unhygienic that, in the reasonable opinion of the University, they constitute a risk to the health of you or others. Please note:
 - (i) in the event you fail to comply with any notice informing you of your breach of this clause you acknowledge and agree that any member of the University's staff and/or any person authorised by the University shall have the right to remove and dispose of any cooking utensils that have been left in an unclean and unhygienic state and thereby, in their reasonable opinion, constitute a risk to the health of you or others; and
 - (ii) where damage or loss occurs in the communal areas which is unattributable to an individual, the cost may be divided and charged to all residents in that accommodation area;
- 3.3. permit agents of the University to enter the bedroom and living areas at all reasonable times and after giving reasonable notice for the purpose of inspecting, maintenance, cleaning or repair. The University will not give notice in an emergency or for routine cleaning on designated days or where the repair was reported by the student but otherwise the University will give reasonable notice of at least 24 hours;
- 3.4. pay the University firstly the cost of making good all damage to the premises caused by the resident and secondly all other costs incurred by the University as a result of a breach by the resident of the terms of this tenancy agreement;
- 3.5. not affix any bolts or padlocks to the door of the bedroom or other parts of the premises;
- 3.6. not use any pin or nails in the walls or woodwork;
- 3.7. not make any alteration in the bedroom or living areas or remove any fixtures therein;
- 3.8. not cause any obstruction of the Communal Areas;
- 3.9. not do or allow others to do anything which may invalidate or make void or avoidable the insurance of the premises of which the bedroom and living areas form part;
- 3.10. not use candles, incense sticks or similar items in the premises;
- 3.11. not part with possession or any part of the premises for any purpose whatsoever or to allow any other person or persons to use them without the permission of the Head of Student Services;
- 3.12. not do or allow others to do anything in part of the premises which may cause nuisance or discomfort to other residents;
- 3.13. not cause nuisance or discomfort to occupiers of neighbouring houses;
- 3.14. not keep a bicycle inside the premises and to keep a bicycle in an approved cycle area;
- 3.15. not allow any person to stay in the bedrooms or living areas overnight without the prior permission of the Student Services staff on site. All non-residents must leave the premises by midnight;
- 3.16. adhere strictly to the Regulations produced by the University concerning the use of vehicles;
- 3.17. not use any part of the premises for any illegal purposes. Where there is reasonable suspicion that illegal activities are taking place in the Halls of Residence, searches will be carried out by the Police in the presence of the Warden, Student Services staff and/or Security. If the student is not present the University has the right to enter the room. Any

resident found to be involved in or in possession of illegal drugs may be evicted without notice or warning;

- 3.18. not use or possess psychoactive drugs (commonly known as Legal Highs) or Nitrous Oxide (commonly known as Laughing Gas) in the Halls of Residence or surrounding areas. Where there is reasonable suspicion that psychoactive drugs or Nitrous Oxide is being used, stored or supplied in the Halls of Residence, searches will be carried out by the Student Services staff and/or Security. If the student is not present the University has the right to enter the room. Any resident found to be involved in or in possession of psychoactive drugs or Nitrous Oxide may be evicted without notice or warning.
- 3.19. not bring pets or any living animals of any description into the premises (except for Guide dogs and hearing dogs);
- 3.20. report damage to or defect in the premises immediately to the Student Services staff on site. Loss replacement and repair of damage, other than due to fair wear and tear, will be charged to residents;
- 3.21. not smoke in the premises or any part of the University Buildings except in respect of a limited number of study bedrooms that are designated by the University as study smoking bedrooms and therefore subject to the University's Smoking Policy;
- 3.22. not carry on any trade, profession or business at the premises;
- 3.23. not cook in the bedrooms and not to use electric heaters;
- 3.24. between the hours of 11pm and 9am, not allow noise to be heard outside the confines of their individual bedrooms. At no time must noise levels be permitted to disturb residents in adjoining rooms or in other parts of the premises;
- 3.25. use fire exits in an emergency and keep fire routes clear of obstructions at all times;
- 3.26. attend a compulsory fire lecture arranged for the Halls at the start of the academic year;
- 3.27. only use fire alarms and fire appliances for their proper purposes. Please note, termination of your contract shall be the minimum sanction applied if you are found to be responsible for improperly activating a fire alarm i.e. raising a fire alarm. Under the Fire Services Act 2004 any person who knowingly gives or causes to be given a false alarm of fire to the fire brigade shall be liable on summary conviction to a fine and/or imprisonment;
- 3.28. not use electric heaters, paraffin heaters or gas heaters on the premises;
- 3.29. not keep heating, cooking (including without limitation, chip pans and deep fat fryers) and lighting equipment employing a naked flame and candles and in particular halogen bulbs must not be kept in study bedrooms nor used anywhere on the premises;
- 3.30. not use any method of cooking which involves "deep fat frying";
- 3.31. not interfere with electrical wiring or equipment nor overload any electrical circuits by the use of too many electrical appliances. You can get advice on this matter from the Halls Warden.
- 3.32. not possess firearms, weapons, explosive substances & devices in the halls of residence and surrounding areas, including in private vehicles parked on the premises. Weapons include, but are not limited to, knives, steel-tipped darts, pellet or BB guns, paintball guns, slingshots, arrows, axes, machetes, numchucks, swords, and throwing stars, fireworks, gunpowder, explosives, gasoline and other hazardous chemicals or flammable liquids and any other object the University deems in their opinion as an offensive weapon. Any

resident found to be involved in any illegal or dangerous activity related to the above may be asked to leave without notice or warning;

3.33. at the end of your period of residence (howsoever arising):

(i) leave the accommodation in a clean and tidy condition and clear of all rubbish and possessions and to return all keys and fobs; and

(ii) leave at the accommodation all items belonging to the University (specified in the inventory) and immediately remove all your personal belongings from the accommodation; and

(iii) promptly return your keys to the Halls Warden.

The University reserves the right to charge you the reasonable costs for moving and storing your personal belongings not removed from your accommodation on your departure. Any of your personal belongings left on the premises on expiry or earlier termination of this contract and not collected within 2 months will be deemed to have been abandoned and may be disposed of at the discretion of the University and any expenses/administrative costs incurred by the University in so doing may be passed onto you.

4. The University's obligations under this tenancy agreement:

4.1 Provided this tenancy agreement has not been terminated in condition with paragraph 6, the University shall:

(i) provide you with a single study bedroom adequately furnished;

(ii) make available kitchen and bathroom facilities for your sole use;

(iii) clean on a regular basis such kitchen, bathroom and other common parts; and

(iv) comply with its obligations generally and in particular in respect of public health, repair, level of amenities and means of escape in case of fire.

4.2 The University has arranged a standard level of student room insurance for you with Endsleigh Insurance. In summary, the policy will provide a basic level of protection for your possessions. It is your responsibility to check the student room insurance meets your requirements especially for high value, portable items, such as laptops, mobile/smart phones, bicycles, cameras and sports equipment.

4.3 The University shall not interrupt the tenant's occupation of the premises more than is reasonably necessary.

4.4 Student Services staff on site are responsible for day to day supervision of the Halls of Residence and their decisions must be respected by you and others in respect of any matters relating to the Halls of Residence.

4.5 The University respects the student's right to privacy. However, the University has a duty of care to all students and reserves the right to enter a student's room at any time for health and safety, welfare and maintenance purposes. Where practicable, advance notice will be given.

5. Termination

- 5.1 Unless you have made arrangements with the University for late arrival this tenancy agreement will automatically terminate if you have not taken up residence within the first fourteen days of the contracted period but you shall remain liable for the rent up to and including that date.
- 5.2 The University may terminate this tenancy agreement at any time by serving notice to you if:
- 5.2.1 any payment is overdue by 14 days or more; or
 - 5.2.2 you are in serious or persistent breach of any of your obligations or you do not have status as a member of the University; or
 - 5.2.3 in the reasonable opinion of the University your behaviour constitutes a serious risk to you or others.
- 5.3 You may only terminate this tenancy agreement in accordance with this clause 5.3 and you will remain liable for the rent until:
- 5.3.1 you have given notice to Student Services that you wish to leave; **and**
 - 5.3.2 you make payment for, or put right, to the University's reasonable satisfaction any breach of your obligations in this tenancy agreement; **and**
 - 5.3.3 a replacement resident who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University enters into a tenancy agreement with the University (the University will assist you in finding a replacement, but does not guarantee it will be able to find a replacement).

Clauses 5.3.2. and 5.3.3 shall not apply if you are able to show the reason for termination is a serious or persistent breach of the University's obligations in this tenancy agreement.

6. Other Conditions

- 6.1 Guest/Visitors
- 6.1.1 Any member of the University's staff and/or any person authorised by the University shall have the right to refuse admission to any guests and/or visitors.
 - 6.1.2 Where applicable, all guests must be signed in and out of the Hall. Guests may only stay overnight if the regulations in the 'Living in Harmony' booklet are fully adhered to.
 - 6.1.3 There is normally no restriction on daytime visiting provided that these Terms of Occupancy are adhered to.
 - 6.1.4 In the interests of all residents, the University has the right to refuse admission to any unaccompanied guests after the time specified in the 'Living in Harmony' booklet.
 - 6.1.5 You personally will be held responsible at all times for the conduct of your visitors and guests on any part of the premises.
- 6.2 You shall be liable to the University for all damage and/or losses suffered as a result of any breach by you of this contract including (but not limited to) any damage to any part of the premises or its contents caused by you or your guests' wilful acts, omissions or negligence or any expense properly incurred in collecting arrears, paying professional advisors and in relation to court proceedings. Such charges may include the cost of repair or replacement of

University property (at the sole discretion of the University) and/or any additional cleaning costs. The University shall be entitled to replace University property which has been damaged by you if replacement costs are less than repair costs.

- 6.3 Any notice under this tenancy agreement must be in writing. The University's address for service of notices is The University of Bolton, Deane Road, Bolton, BL3 5AB:
- 6.4 The University reserves the right at any times to relocate you with immediate effect to similar alternative accommodation at any time during the period of this contract where it is reasonable to do so and, unless the reason for relocation is because you are in breach of one or more of your obligations under this contract, you will have the right to terminate this contract as an alternative to relocation.
- 6.5 This tenancy agreement does not affect the University's discipline policy.
- 6.6 This tenancy agreement is not intended to confer any benefit to anyone who is not a party to it.
- 6.7 If you wish to raise a complaint about the condition of the premises or about any issue arising from the terms of this tenancy agreement this should be done in accordance with the Student Complaints Procedure as set out in the Student Diary. In the first instance all complaints should be referred to your Halls warden.
- 6.8 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 the University shall not in any circumstances incur any liability in respect of any loss or damage to any person or property or otherwise unless the damage is caused by its negligence.
- 6.9 The information held on your accommodation application form is stored as part of your student record on a database and as a manual record. This data is held and processed in accordance with the requirements of the Data protection Act 1998. You hereby authorise the University to use your personal data for all lawful purposes in connection with this contract (including debt recovery, provision of insurance and crime prevention) or where there is a serious risk of harm to you or to others or to the University's property.
- 6.10 Failure or delay by the University to enforce any term of occupancy under this tenancy agreement will not be construed as a waiver of any subsequent breach of the same or any other term of occupancy.
- 6.11 The University will not be liable to you for any failure or delay in performance of this tenancy agreement if it is due to any event beyond its reasonable control, including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, explosion, an act of terrorism, national emergencies and utilities failure. In the case of such a delay the University will be entitled to a reasonable extension of time to fulfil its obligations. If the event beyond its control continues for more than three months, either you or the University may give written notice to terminate this tenancy agreement.
- 6.12 This contract is governed by English Law and jurisdiction which if you are an international student may be different from what you are use to. You should make sure you read and understand these terms of occupancy before signing this tenancy agreement.

7 Res-Net Rules and Conditions of Use

- 7.1 The maintenance and configuration of your equipment is your responsibility.
- 7.2 The following applications are supported and guaranteed to work:
 - (i). Web sites

- (ii). File Transfer Protocol
- (iii). M: drive access (Via Windows share)
- (iv). University e-mail via webmail.bolton.ac.uk

Other applications such as games, Chat and file sharing software may function, but have not been tested; therefore we cannot provide any support for such software.

- 7.3 Support is available from the Information Desks during normal opening hours. Technical/Network support is only available Monday – Friday 9:00 – 5:00. Please note that any network problems which occur outside of these hours will not be dealt with until Technical/Network support is resumed.
- 7.4 Whilst your machine is not directly exposed to the Internet it is connected to an open network, security of your computer is your responsibility.
- 7.5 Any computer may be disconnected from the network without notice if it is causing disruption, considered a security threat or in violation of copyright (NB copyright holders may seek redress)
- 7.6 You can only connect ONE device to your network socket, the network will learn the address of the first device you connect and no others will be allowed on.
- 7.7 You must adhere to the following rules and regulations:
 - (i). Learning Support and Development Regulations for the use of Computer Facilities
 - (ii). JANET Acceptable Use policy
 - (iii). CHEST software Copyright Policy
 - (iv). Copyrights, Designs and Patents Act
 - (v) Data Protection Act 1998
 - (vi). Computer Misuse Act
 - (vii). Defamation Act
 - (viii). Obscene Publications Act
- 7.8 You must **NOT**:
 - (i). Port Scan other machines
 - (ii). Attempt to or gain unauthorised access to any other machine or network resource
 - (iii). Run a DHCP Server of any kind
 - (iv). Deliberately disrupt the network to any adverse effect
 - (v). Download or distribute copyright material (e.g. films or music)

DECLARATION

I have read and understood 'Living in Harmony' booklet for Students and the Notice and Conditions of Occupancy and I agree to abide by them. I also understand in signing this Contract that I shall become a member of the student community of The University of Bolton and as such will be expected to behave reasonably. It will be an obligation upon me to look after my own property, that of my flat mates and colleagues and that of the University. I will not do anything which causes distress to other students in residence or brings the University into disrepute. **By signing this document, I understand that I am agreeing to pay the full rent even if I decide to leave the Halls to live elsewhere.**

I have read and understood Document A – Important Contract Information

Signed

Name

Date

For Office Use Only
Contract Received:

Post
Email
Signed and submitted at Halls
Signed and submitted in the Student Centre

Date: _____
 Date: _____
 Date: _____
 Date: _____

EXAMPLE