RESIDENTIAL TERMS & CONDITIONS

PLEASE READ CAREFULLY

<table>
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<th>1.</th>
<th>RESIDENT UNDERTAKING</th>
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<tr>
<td>1.1</td>
<td>Acceptance of an offer of a place in the Premises is also acceptance by the Resident of Residential Terms and Conditions.</td>
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<th>2.</th>
<th>DEFINITION AND INTRODUCTION</th>
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<td>2.1</td>
<td>Wherever in these Residential Terms and Conditions the following words appear they shall (where the context allows) have the following meanings:</td>
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2.1.1 “the Acceptance Form” means the form accompanying these Residential Terms and Conditions on which the Resident has accepted an offer of residence.

2.1.2 “the Residences Agreement” means together these Residential Terms and Conditions, the Acceptance Form and the Offer of Residence Papers.

2.1.3 “the Residences Fee” means the fee payable by the Resident for the Residential Period as determined by the University prior to the Residential Period and notified to the Resident.

2.1.4 “the Common Areas” means all parts of the Premises which are not Rooms and include halls/corridors and stairs.

2.1.5 “Premises” means any hall of residence, student centre, site, house or flat or any other residential accommodation provided or managed by the University and which are available for occupation by registered members of staff or visiting academics of the University.

2.1.6 “Resident” means a registered member of staff or visiting academic of Cardiff University who has been offered and who has accepted a place in the Premises and who remains a registered member of staff or visiting academic of the University.
throughout the Residential Period.

2.1.7 "Residential Period" means the period during which the Premises are available for registered members of staff or visiting academics' occupation under these Residential Terms and Conditions as set out in the University's Offer of Residence.

2.1.8 "the Room" means part of the Premises which are occupied by the Resident as an individual private study/bedroom, kitchen, living area and bathroom.

2.1.9 "the University" means Cardiff University or the staff acting on its behalf.

2.2 Variations in these Residential Terms and Conditions applicable to Residents in the different types of Residence owned, managed or controlled by the University are stated herein where they are appropriate.

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

### PROVISION OF RESIDENCES

3.1 Subject to the Resident remaining a registered member of staff/visiting academic of the University, paying the Residences Fee and complying with the Residences Agreement the University gives the Resident the right to use the Room as a private residence. No commercial activity, business, trade or profession shall be carried out either from the Room or any part of the Premises.

3.2 This Residences Agreement is personal to the Resident. As a consequence, the Resident is not permitted to assign rights or sublet under the Residences Agreement to any other person or otherwise permit any other person to occupy the Room.

3.3 If you move into the Premises without first accepting the Residences Agreement you will be deemed as having accepted by your action of moving into the Premises.

3.4 This Residences Agreement does not create a tenancy and the Resident shall not impede the University in any way in exercising its right of control and possession of the Premises.

3.5 The University reserves the right to transfer a Resident's occupation to a different Room and/or Premises on reasonable written notice (except in the case of emergency) by the Residences Manager, usually in the interests of Residents' comfort, safety and convenience or in the event of disciplinary proceedings. The University also reserves the right to make an appropriate adjustment to the residences fees in the case of a
3.6 The University will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).

4. GENERAL CHARGES

4.1 The scale of charges is given in the ‘Residences Agreement’. All queries regarding charges should be made to the Finance Manager.

4.2 Charges for all sums other than the Residences Fee and Associated Charges reflect the reasonable cost incurred by the University as a result of the Resident’s acts or omissions and are payable by the Resident within 10 working days of the demand for payment by the University, subject to paragraphs 7.3 and 7.4.

5. RESIDENCES FEE

5.1 The Residences Fee is payable by Standing Order in accordance with the payment plan.

5.2 The Resident shall pay to the University the Residences Fee and any sums payable under the Residences Agreement in the manner and at the times specified in the Residences Acceptance or as specified in these Residential Terms and Conditions or Payment Plan.

5.3 If someone other than the Resident pays all or part of the Residences Fee to us directly (e.g. a Sponsor), this will not reduce or affect the Residents responsibilities under the Agreement or result in any kind of rights or benefit to that other party.

5.4 Residences are provided for the Residential Period and the Residences Fee is payable for the whole of this period. Consequently, the Resident remains responsible for paying the Residences Fee even when the Residences Agreement is terminated prematurely.

5.5 Residences Fees paid later than the dates on the payment plan mean that the Resident will lose the entitlement to pay the Residences Fees at the rate quoted in the Acceptance Form (included in the Offer of Residence) and incur a charge which includes the reasonable cost to the University of not receiving payment on the due date of which shall be 5% of the Residences Fee then due. If the payment remains outstanding after 15 days the Resident will incur a further 5% charge on the outstanding balance. A Late Payment Advice will be issued for
any Residences Fees due and which remain unpaid after the payment dates for immediate payment.

5.6 University debtors with outstanding residences fees and associated charges will be subject to further action (which may include legal proceedings) to recover the sums due and/or possession of the Property. Any costs (including legal) incurred by Cardiff University will also be sought from the debtor.

6. CARDIFF UNIVERSITY HALLS OF RESIDENCE NETWORK CONNECTION POINTS AND WI-FI

6.1 Cardiff University network connection points (except Talybont Cottages) and access to Wi-Fi are available to registered members of staff/visiting academics.

6.2 These facilities give access to the University academic network with limited access to the internet. To use this facility you will require your own computer. Further information about the service can be viewed on the Cardiff University Residences' Network (RESLAN) web site at www.cardiff.ac.uk/insrv/reslan. You must check this web site prior to your arrival in Cardiff.

7. GENERAL CONDITIONS OF OCCUPATION

7.1 On taking up occupation of the Room, the University requires the Resident to check the University's property in the Room and the Common Areas situated at the particular Premises against the inventory and sign accordingly. If the Resident does not return or sign the inventory, then it will be deemed to be accepted. The Resident shall not remove and/or damage any items listed in the inventory, failing which, the Resident shall pay to the University the reasonable replacement costs.

7.2 The Resident shall keep the Room in a clean and tidy condition and shall pay to the University within 10 working days of a written demand his/her fair proportion of the reasonable cost of cleaning incurred by the University in addition to the usual weekly cleaning provided, as a result of breach of this paragraph.

7.3 At the end of the Residential Period, or on departure, if earlier, the Resident agrees:

- to vacate the Residence by 10am on the last day of the Residences Agreement.

- to return all keys, fobs or cards to the Residence Reception. If keys, fobs or cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge the Resident for the reasonable
cost of this.

- to leave the Premises in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Residential Period, fair wear and tear excepted. If the Premises is not left in a clean and tidy condition or there is any damage to University property, the Resident shall pay to the University within 10 working days of written demand the reasonable cost of additional cleaning incurred by the University or a reasonable proportion of the cost of remedying the damage.

- to remove all personal property. If the Resident leaves any personal belongings in the Premises, we will notify the Resident of this and give them a reasonable period of time to collect them. If the Resident does not collect their belongings within that reasonable period, they agree that we can dispose of those belongings. The reasonable costs of disposal shall be paid by the Resident to the University within 10 working days of a written demand.

7.4 A final inventory will be taken by the University as soon as reasonably practicable after the departure of the Resident who shall be responsible for the reasonable costs of any damage or loss of any of the University's property caused by his/her acts of omissions.

7.5 Residents' Private Property

7.5.1 Except in cases of the University's negligence, the University accepts no responsibility for loss of or damage to Residents' private possessions.

8. CONDUCT

8.1 The Resident will not do anything which may prejudice good estate management and the smooth running and efficiency of the University’s residences and will:

8.1.1 not impede University staff in the performance of their duties and comply with reasonable instructions issued by Residences Staff and any other staff or persons acting on behalf of the University.

8.1.2 not engage in anti-social and/or aggressive behaviour within the Premises. In particular the Resident shall:
8.1.2.1 behave in a considerate manner towards staff and fellow residents and ensure that there is no loud noise outside the Room at any time, in particular between 11pm and 7am and at quiet periods during the academic year (e.g. revision and examination time) as notified generally to Residents.

8.1.3 not cause damage, annoyance or nuisance to other residents or staff in the Premises, or to occupants of neighbouring properties.

8.1.4 refrain from any behaviour which may be perceived as harassment or annoyance to other residents or staff on any basis and in particular on grounds of gender, nationality, race, religion or sexuality and sexual orientation. Residents should behave with dignity; courtesy and respect.

8.1.5 not display on windows within the Room or kitchen, or in any other prominent place within the Premises, clothing, posters, advertisements, images or text which in the reasonable opinion of the University could be construed as offensive or unsightly to other students, other members of staff or members of the general public.

NOTE: For the avoidance of doubt a breach or breaches of these conduct provisions may result in the termination of this Residences Agreement. In addition, if in the reasonable opinion of the University it is appropriate to do so, the matter will be dealt with under the University’s Staff Disciplinary Procedure.

9. HEALTH & SAFETY

9.1 The Resident shall:

9.1.1 comply with all University health and safety and fire safety guidance and regulations as contained within the Room.

9.1.2 not bring into, use or trade within the Premises any unlawful drugs or other illegal substances.

9.1.3 not bring into the Premises anything which in the University’s reasonable opinion is or may become dangerous, noxious offensive, combustible, corrosive, inflammable, radioactive or explosive including, but not limited to, firearms, air rifles, pistols, cross-bows, or any other weapons (including
replicas or deactivated weapons), gas cylinders or oil burners.

9.1.4 not bring large items of furniture or equipment into the Premises e.g. bikes, motorcycles, sofas etc. and/or the following items: heating or cooking appliances, to include portable heaters, slow cookers, deep fat fryers and chip pans, fridges, freezers or fridge/freezers.

9.1.5 not interfere with any fire protection/alarm detection systems, signage or appliances or fire exits in the Premises and fire doors must not be propped open and all fire escape routes must be kept clear.

9.1.6 not adjust or interfere with any electrical installation including but not limited to electrical service meters, and/or switchgear, gas or electrical heating boilers or appliances and/or related controls. **Note: interference with fire and electrical systems may be a criminal offence.**

9.1.7 not use lighted candles, incense burners or plug-in air fresheners in the Premises.

9.1.8 not otherwise do anything that may put the health and safety of the other Residents or University staff at risk in any way.

9.1.9 not keep animals in the Room or elsewhere in the Premises.

9.1.10 ensure that any electrical appliance brought into the Premises is in safe working order, paying particular attention to the fuse and wiring of the appliance and must, if requested, produce an electrical safety certificate and subject the equipment to University PAT testing for which a nominal fee may be charged.

9.1.11 not smoke or use e-cigarettes in/on the Premises (except in designated areas).

9.1.12 ensure that the Premises and the Room/Flat is left secure e.g. the door should be locked and windows closed when the Resident is out. If the Resident is locked out of the Room for any reason, the Resident will be charged a call-out fee.

9.1.13 not use fireworks, bonfires and barbecues in the Room
or otherwise on the Premises or on any University sites. Only official firework displays authorised by the University are permitted.

9.1.14 remove all refuse and leave in the specified refuse area every day before 12 noon. If a member of Residences staff has to remove refuse a fee will be charged for each bag removed. Glass, opened cans or any potentially dangerous items must be disposed of safely.

9.1.15 maintain a reasonably safe environment for University employees who may have to enter the premises.

9.2 The University may remove any item of furniture, equipment or other property which in its reasonable opinion is a risk to the health and safety of others or has caused a disturbance. Such items will be retained by the University at the Resident's reasonable expense and returned only when the Resident has made arrangements to remove them from the Premises. Where the Resident fails to make such arrangements and the item is in the University's possession at the end of the Residential Period, the University shall dispose of it in accordance with paragraph [7.3]. Alternatively the University may in its reasonable discretion hand the item over to the police.

9.3 For the avoidance of doubt, a breach or breaches of these health and safety provisions may result in the termination of this Residences Agreement. In addition, if in the reasonable opinion of the University it is appropriate to do so, it will be dealt with under the University's Staff Disciplinary Procedure.

10. **DAMAGE TO PROPERTY**

10.1 The Resident must not make any alterations or repairs to University property or to the structure and/or fabric of the Premises.

10.2 The Resident must report immediately, to the Residences Reception, any loss, damage to or theft of any property in the Premises or University property. The University accepts no responsibility to Residents for any loss, damage, expense or inconvenience caused by any delay in reporting or rectifying such loss, damage or theft.

10.3 The Resident must not affix notices, posters or pictures in any part of the Room and/or Common Areas other than on the Notice Boards provided.

10.3.1 The Resident will be charged the reasonable cost of any loss, theft or damage to University property for which he/she is
| 10.4 | The University will provide one set of keys, fobs or cards as appropriate for the Premises. A charge is made for each lost/broken/damaged key, fob or card. The Resident may also be charged the reasonable cost of replacing locks caused by the loss/damage of keys, fobs or cards. |

| 11. MAINTENANCE/BUILDING WORKS |
| 11.1 | The Resident must report immediately, to the Residences Reception, any defects or maintenance faults occurring in the Premises to any property, fixtures, fabric and services. The University accepts no responsibility to Residents for any loss, damage, expense or inconvenience caused by any delay in reporting or rectifying such defects or maintenance faults. |
| 11.2 | The Resident must report immediately, to the Residences Reception, any presence of pests occurring in the Premises. The University accepts no responsibility to Residents for any loss, damage, expense or inconvenience caused by any delay in reporting or rectifying such presence of pests. |
| 11.3 | The University reserves the right to carry out maintenance programmes, refurbishment, demolition and construction projects on the Premises in a reasonable manner. |
| 11.4 | The University will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement). |

| 12. UTILITIES |
| 12.1 | Standard gas and electricity charges are included in the Residences Fee. |
| 12.2 | The Resident is not permitted to sign an agreement with an alternative supplier in relation to any utilities provided by the University. |

| 13. ACCESS TO ROOMS |
| 13.1 | The University reserves the right of entry to all Premises and Rooms for cleaning, maintenance, inspection or emergencies. |
| 13.2 | Reporting of defects, maintenance or presence of pests will be deemed as authorisation to enter the Premises and/or Room without notice. |
13.3 | At least three Health, Safety and Maintenance Checks will be carried out during each academic session. If any areas for concern are identified residences staff may carry out further Health, Safety and Maintenance Checks of the Room during the academic session. Whenever possible Residents will be notified in advance of any visits to be made.

14. | VEHICLE PARKING
14.1 | Any vehicle found parked in an unauthorised parking area or without a valid parking permit may be subject to a fixed penalty charge.
14.2 | In areas where a parking space is provided, the parking of vehicles and bicycles in University car parks is at the Resident’s own risk. Other than as a result of the University’s negligence, the University accepts no liability for any damage or theft to vehicles or property contained within.

15. | MEDICAL ARRANGEMENTS
15.1 | The Resident is responsible for organising his/her own medical care.

16. | DATA PROTECTION ACT
16.1 | Any personal and financial details given to Campus Facilities will be kept on manual and computer records. The information will be held for a period of up to 7 years for the purpose of historical records and in accordance with the University’s data protection policy which can be found at www.cardiff.ac.uk/cocom/accinf/dataprotection/index.html

17. | TERMINATION
17.1 | The Residences Agreement may be terminated by the Resident:

17.1.1 | if the University is in serious breach of its obligations under this Residences Agreement.

17.2 | This Residences Agreement may be terminated by the University, in the event of:

17.2.1 | serious breach by the Resident of these Conditions of Residence which may include a series of what the University believes (acting reasonably) are minor breaches which the Resident, having been notified to do so, fails to remedy the breach, if capable of remedy.
17.2.2 the Resident having failed to pay when due all or any part of the Residences Fee to the University.

17.2.3 if the Resident ceases to be a registered member of staff or visiting academic of the University in accordance with paragraph 2.1.6

NOTE: By exercising its right to terminate this Residences Agreement for non-payment of some or all of the Residences Fee, the University is not prevented from exercising any other right or remedy available to it including the cost recovery from the Resident any outstanding payments in addition to terminating the Residences Agreement.

17.2.4 in each event, we may give you 21 days’ notice to leave the Room. At the end of 21 days you must leave the Room, which includes returning any keys relating to the occupation of the Room and Premises. If you fail to leave we may use all lawful means to remove you.