



# University accommodation room offer terms and conditions 2022 to 2023

## 1. Nature of the Accommodation Arrangement

### 1.1 Licence to occupy

When the University offers accommodation to students, it does so under a licence agreement. The University is the Landlord and the student is a Licensee. Whilst you will have permission to use the room/spaces allocated to you, it will legally remain in the possession of the University during your occupancy, and we will continue to exert control over the space. This means that whilst we will always endeavour to respect your privacy, you will not have exclusive possession of the property or any part of it and will not be able to exclude the University from it.

### Offer of accommodation

### 1.2 Room allocation

An accommodation offer is made subject to your correct confirmation to our Admissions office of the course you will be attending and subject to you (The Licensee) agreeing to abide by all the Statutes, Ordinances, Regulations and rules of the University (The Landlord).

It is important that you have read and understood these accommodation terms and conditions.

Any queries should be directed to the Student Accommodation Office. Full University Regulations may be [viewed here](#).

Accommodation is offered to you for the period shown on the accommodation contract (Error & Omission Excepted) subject to you being a registered student at the University at all times.

The accommodation charges are consistent with the course, year, letting and room details specified.

Should any of these details prove to be incorrect, for any reason, the University reserves the right to amend the accommodation fees as appropriate.



If you accept this offer, you will be allocated to the room indicated on the contract.

Please note you are being offered a place in residence, and not a specific room.

The University reserves the right to vary room allocations both prior to and after arrival as necessary for the purposes of good management of the residences.

When you accept the offer of accommodation, you provide payment details in order to confirm the reservation.

If a vacancy occurs within a kitchen group, the University reserves the right to fill the vacancy without prior consultation with the existing residents.

If there is a vacant room within a kitchen group the University reserves the right to use this for viewing purposes on Departmental open days or other such events.

The University employs some of our accommodation residents to act as open day and campus tour event guides.

Such guides will from time to time escort groups of visitors inside their accommodation for viewing purposes.

Acceptance of a place implies that a student will remain in residence for the duration of the contracted period.

Students who are offered a place in family or couple accommodation should note their partner or family members are bound by the same terms and conditions listed in this document as well as the [Student Living Code of Conduct](#), and the student named on the contract is liable for the conduct of their partner and/or family members. Students who require a place in accommodation for a carer should note their carer is bound by the terms and conditions listed in this document and the Student Living Code of Conduct and the student named on the contract is liable for the conduct of their carer.

All students should note that liability for payment of accommodation fees will commence once a place has been formally accepted by successfully completing the online-acceptance, or completing and returning the off-line acceptance documentation or taking possession of the keys/access card or taking possession of the accommodation, whichever is the first.

The offer of accommodation and the price remain valid until the deadline stated in your offer letter but after that date the offer of accommodation will automatically lapse if you have not accepted it.



### 1.3 Accommodation fees

Accommodation fees are set on an annual basis after consultation with the Students' Union and ratification by the General Finance Committee.

[View undergraduate fees](#) for 2022 to 2023 and [postgraduates](#).

Please note that the dates of the letting periods are not the same as the academic session dates.

All prices quoted include data connection and utility costs, i.e. costs for water, heating and lighting, and core possessions insurance.

In order to confirm the room allocation, Postgraduates and returning Undergraduates are required to make an advance rent payment of £400 when they accept their accommodation contract.

#### Refund of advance rent payment

If we are notified before 21 September 2022 this advance rent payment can be refunded should the student be unable to take their place in Bath due to VISA problems or failure to meet the conditions of their course offer.

#### Rent payment

The arrangements for payment can be found [here](#). Although payment for the year is due in advance, you can pay in three or four instalments according to the length of your contract. The exact amount due and the payment date is stated on your accommodation contract, or you can obtain details from the Student Accommodation Office by emailing [accommodation-finance@bath.ac.uk](mailto:accommodation-finance@bath.ac.uk).

### 1.4 Non-payment of accommodation fees

Non-payment of accommodation fees could result in students being asked to leave University Residence and or rejection of future applications to live in University Residence.

The University of Bath may also take the requisite legal actions to evict students for non-payment of accommodation fees. Any bank charges incurred by the University as a result of payments not being honoured by the payee's bank will be the responsibility of the student/payee.

Any late payments may be subject to late payment charges.



## 1.5 Cooling off period and cancellation of acceptance

You have the right to cancel your contract by giving us written notice within 14 working days, beginning on the day after the date the contract becomes binding.

The date the contract becomes binding is the date when your agreement to the terms and conditions of the contract is received by the University (either online acceptance, offline acceptance).

This right does not apply once you have collected the keys and moved into the room.

The minimum duration of the contract is for the letting period, but we will normally release you early from the contract if another student (being a student who is registered at the University of Bath) takes up the accommodation allocated to you.

In order for this to be permitted the other student must be 'reasonably acceptable' to the University (e.g. they must be someone who is not already in University accommodation or nominations accommodation and they must not have been asked to leave University accommodation in the past or be someone who has failed to make payments due to the University for accommodation in a timely manner in the past, etc).

However, you will remain liable for the accommodation charges until the replacement takes over.

[View full details of our termination policy.](#)

## 1.6 Termination of a place in University accommodation

When you are offered a place in University accommodation and you accept it, you will be entering into a formal agreement with us.

The University will grant you a contract to occupy University accommodation for the set term (the whole academic year) and you will be tied in for that term.

You will be liable to pay the full costs of the accommodation for the whole term even if you decide to move out, unless we agree to terminate the contract early. We will only terminate the contract early in one of the following cases:

Termination at your request (i) Students wanting to move to non-University accommodation There is no automatic release date within the contract duration which can be triggered if you wish to move out.



You can move out at any point in your contract, but we will charge you accommodation fees until a suitable replacement Licensee has been found.

If no suitable replacement Licensee is found then you will be charged until the end of the contract.

The chances of finding a suitable replacement Licensee during the academic year are usually low, so we advise you to consider this when accepting an accommodation contract with us.

You are not allowed to sublet the accommodation, or allow other students to live in the rooms without formal permission from the Student Accommodation office.

(ii) Summer English Language students

There is no early release date within the summer pre-sessional accommodation contracts, however if withdrawal from study occurs for medical reasons or on compassionate grounds some flexibility can be applied.

(iii) Termination following suspension or withdrawal.

(iv) Students entering suspension or withdrawing from their course during the 2022/2023 academic year.

Students who suspend or withdraw from their course early will be liable for a termination charge equivalent to four weeks rent from the date they leave residence.

It should be noted that such students are expected to vacate their rooms within two weeks of their suspension or withdrawal date.

The Student Living Team must be contacted for the relevant authorisation and forms to be completed prior to the student departure.

Students withdrawing on medical or health grounds may, be granted exemption from the four-week termination charge. Termination by the University (i.e. for breach of Student Living Code of Conduct or non-payment of accommodation fees).

(iv) If you are offered accommodation you must comply at all times with the Student Living Code of Conduct and University Rules (together with all other terms and conditions outlined herein).



Breach of Student Living Code of Conduct/University rules and regulations could result in students being asked to leave University Residence.

The University of Bath may also take the requisite legal actions to evict students on disciplinary grounds. This is because the University owes a duty of care to all its students and other third parties and we may need to terminate your contract early if your conduct is such that it adversely impacts on others (i.e. on their health, safety, wellbeing or academic progress etc.).

We would only take such action and move to terminate your contract if the conduct in question/impact on others was deemed to be sufficiently serious and we did not believe that the matter could otherwise be resolved.

Such action would only be taken if due procedure had been followed, using either the Disciplinary Code outlined below, or the University's Disciplinary Procedures for students or our Fitness to Study Policy.

The University would give you suitable advance notice of the termination.

If your conduct is such that it constitutes or may constitute a breach of University's Regulations for Students, please also note that action may also/otherwise be taken against you in accordance with our Disciplinary Regulations for Students or our Fitness to Study Policy (as deemed appropriate).

Non-payment of accommodation fees could result in students being asked to leave University Residence.

The University of Bath may also take the requisite legal actions to evict students for non-payment of accommodation fees. In such a case the University would give you suitable advance notice of the termination.

### **1.7 Eat and Drink accommodation**

Students living in Polden Court, Brendon Court, Woodland Court C block twin rooms and The Quads have a compulsory catering component charged within their rent.

Residents at Polden Court and Brendon Court will have their library card loaded with £50 per week. Residents at The Quads and Woodland Court C block twin rooms will have their library card loaded with £25 per week.



This is provided in instalments, in line with the accommodation payment schedule. Catering is only charged for 33 weeks out of the 38 week contract.

Eat and Drink credit will automatically roll over until you graduate from the University. It is important that you use any remaining credit before you leave the University as otherwise any remaining credit will be lost (no refunds can be issued for any remaining credit).

Any refund will be subject to our normal termination policy and according to the amount of credit already spent. From time to time, students living in catered accommodation may receive promotional details regarding offers at our hospitality outlets etc.

Lost/stolen cards - in the event of an account holder losing their Library card they must, as soon as is reasonably practicable, report the loss to the Library.

As soon as the account holder has logged the account card as lost or stolen online, the Eat and Drink account will be inactive and no funds will be available to spend.

As soon as a new account card is linked to the account, any remaining credit will be available to spend within two working days.

Corrupt/Damaged cards: when a Library card cannot be read by the card reader at the payment terminal, the account holder must replace their library card. The new card will then need to be linked with the account holder's personal account online. As soon as a new account card is linked to the account any remaining credit will be available to spend within two working days.

Fraud: once the account has been activated, the account holder is responsible for the Eat and Drink account and funds unless - and until - the Eat and Drink account card is returned to the University or is reported lost or stolen in accordance with these terms and conditions.

Eat and Drink account holders cannot loan their Eat and Drink account to any other person.

Anyone discovered attempting to defraud Eat and Drink will be subject to University disciplinary procedures and/or will be reported to the Police for further investigation/prosecution.

Eat and Drink account holders cannot transfer money from their Eat and Drink account to another account.



The University reserves the right to retain the Eat and Drink account card at any time and in its absolute discretion.

[Full terms and conditions of the Eat and Drink scheme are here.](#)

### 1.8 Possessions insurance

The University does not accept responsibility for loss or theft of or damage to residents' or other individual's property, (to the extent permitted by law).

The University has arranged a core possessions insurance policy with UK& Ireland Insurance Services Ltd to cover your possessions whilst you are living in University Accommodation on a full-time contract. Your possessions are not covered whilst in transit or when transferring between rooms.

What you need to do after accepting your accommodation contract - [review your cover here](#).

This provides details for your chosen accommodation and the cover provided by the University.

We strongly advise you to judge your insurance needs and extend the cover accordingly.

Please note that uninsured losses cannot be recovered. You may need to extend your cover for certain items.

Consider insurance for a pedal cycle if you have brought one to the University.

## 2. Health and safety

To achieve the necessary standards of health and safety, a positive commitment is required from all members of the University. It is the responsibility, under the Health and Safety at Work legislation, of every member of staff and every student or other person working or resident on University premises to ensure that they do not, except where it is unavoidable, create hazards for themselves or others.

All reasonable steps should be taken to eliminate or minimise such hazards and any item causing a hazard or obstruction shall be removed without prior notice and a charge may be made for the reasonable costs of removal and any storage which may be incurred by the University.



All employees and residents will take all reasonable steps to ensure that their own health and safety and that of anyone else who may be affected by their actions is not compromised in any way.

All works undertaken in University residences must be carried out by a competent, approved contractor, engaged and controlled by the University's Accommodation and Hospitality Services or Estates Department.

All employees and residents agree specifically to take all reasonable steps to keep all passageways, stairways, exits and fire exits in University residences clear of obstruction and combustible materials at all times.

In addition all residents are responsible for taking all reasonable steps to ensure that no rubbish, or any other material of any kind is placed or left to create any obstruction in the sinks, bath, showers, lavatories, cisterns or any other pipe or water course on residential premises.

All communal areas including stairwells, passageways, exits must be kept clear at all times. Any personal belongings must be stored in study bedrooms in a tidy manner.

The University reserves the right to check and confiscate residents' own items, if they are considered a safety risk. Please note that we will not be responsible for the upkeep of your belongings.

The decision of the Student Living Operations Manager in respect of any item's compliance with regulations shall be final.

## **2.1 Fire safety – prevention and advice**

It is vital that you do not act in a way which will compromise the safety or general wellbeing of other occupants or staff. You should be aware that breaches of our smoking policy and misuse or damage of fire safety equipment (including alerting devices, extinguishers, etc.) can breach both criminal law and University of Bath Student Living Code of Conduct and will be dealt with appropriately.

### **Fire precautions**

The following precautions should be noted, failure to comply could result a breach of the Student Living Code of Conduct:

- Propping open of fire doors is strictly forbidden.



- Information on fire assembly points is provided in bedrooms, kitchens and final exits.
- Every resident should know the whereabouts of the fire exit, escape route and alarm point nearest to his/her room.
- Students should familiarise themselves with the fire precaution rules and will occasionally be required to take part in fire drills.
- Students must evacuate during a fire alarm activation and not return to the building whilst the alarm is still activating or have before being given permission by a security officer to return, fire extinguishers and fire blankets are provided for your safety and must never be touched except for a genuine fire.
- If an extinguisher or blanket is used for any reason, please report it to the [Student Living Team](#) immediately.
- Damage or improper use of fire alarms, escape devices, smoke detectors or extinguishers, the propping open of fire doors, or failure to adhere to evacuation procedures, will be regarded as a serious offence and will result in University disciplinary action being taken.
- Smoking is prohibited in any building or within 4 metres of any building to prevent smoke being blown through open windows; For the purposes of Smoke Free Policy, the University treats e-cigarettes (and vaporisers) in the same way as smoking materials. Smoke detectors fitted near the kitchens and in the corridors are very sensitive and if activated, whether by accident or not, may call out the Fire Brigade.
- Residents should never tamper with or cover smoke detectors or smoke in their immediate vicinity.
- Since kitchen vapours or steam from showers can easily set off the detectors NEVER leave your kitchen or bathroom door open or tamper with ventilation facilities.
- Please open windows to ventilate these areas.

## 2.2 Cooking safely

Operate appliances as per instructions provided.

Never leave cooker grills, hobs or microwaves on and unattended. Switch off hobs/cookers and other equipment when not in use or unsupervised.

Do not allow a build-up of grease on cookers, hobs or grill pans. Residents are responsible for keeping them clean.



Do not close oven doors whilst grilling or before the grill has adequately cooled down.

### 2.3 Electrical/heating appliances and safety

Portable fan heaters, electric fires, paraffin/oil heaters and gas appliances are strictly prohibited within the residences at any time.

All portable electrical appliances supplied within the residences by the University are tested in accordance with the appropriate published guidelines.

Residents are responsible for ensuring that any portable electric appliance that they choose to bring into, and or use within University accommodation is in a safe and fully operable condition.

Students must ensure the item is clearly marked with the CE mark and the item has been PAT tested (this can be arranged by contacting your Student Living operations team on [accommodation-operations@bath.ac.uk](mailto:accommodation-operations@bath.ac.uk) and that all plugs are fused and equipment conforms to the appropriate British Standards.

In the interests of health and safety, the use of thirteen (13) amp socket adapter plugs is not permitted. If additional socket outlets are necessary, the use of purpose-manufactured, tough rubber/ PVC enclosed, fused trailing sockets conforming to the appropriate British Standards are permitted.

The main lead to a trailing socket must be a recognised insulated and sheathed flexible cable. The use of rubber fabric covered cables is forbidden.

In all cases, there should only be one appliance or one fused trailing socket connected to any mains wall socket in University residences.

These requirements are in order to comply with legislation, therefore you must not use any electrical item in the accommodation or other University of Bath buildings without complying with these requirements.

Where used, European plugs and adapters must also conform to the appropriate British Standards.

Items found not to be compliant will be confiscated, as we reserve the right to remove any such appliance which it considers to be prejudicial to the health and safety of occupants.



The owner or keeper of such an appliance will be advised via University email accordingly, and required to either make appropriate repairs or remove the appliance from site immediately.

Please note that we will not be responsible for the upkeep of your belongings should we need to remove them from your room. Students may not affix, install or use additional, temporary or permanent lighting within University accommodation, with the sole exception of the use of freestanding desk lamps in study bedrooms.

Where such free-standing desk lamps are used, all due care must be taken to ensure they are not placed adjacent to potentially flammable items or materials.

Students must not tamper with any cable, switch, pipe or other equipment or fitting connected with the supply of electricity or water or with any electrical or other supply apparatus to include the trunking, cabling, machinery and equipment associated with wall sockets, the supply of heat, ventilation and light.

It is possible to accidentally overload the electrical supply to your room (maximum 5 amps), causing the fuse to blow. The trip switch may be situated in your room and can be simply reset, once you have disconnected the electrical items that are causing the overload.

If the trip still cuts out even after reducing the electrical current being drawn, please report it to the [Student Living Team](#) who will get the supply checked by a qualified electrician.

Disciplinary action may be taken against you or action taken in accordance with our fitness to study policy for breaches of health & safety and damage to fire & safety equipment.

### **3. Lost keys and access cards**

The loss of keys or temporary cards should be reported immediately to the Accommodation Centre. Each replacement key costs £18 or temporary cards cost £4.

The charge will be raised on to the student account, and will be payable after 72 hours.

If the student thinks the lost key may have compromised room safety (i.e. if they had address details attached in any way or in the same bag) they should report this to the Accommodation Centres.



After 72 hours, a new key is cut and no refund can be issued, but, if found at a later stage, then it must be handed in to the Accommodation Centre.

Most of our buildings have a card access system. Access to your accommodation is programmed onto your library card.

If you lose or damage the card you can obtain a replacement from the library at a cost of £5.

#### **4. Utility supplies**

All residents should be aware that the University cannot guarantee the continuity of the electricity, gas, water, telephony, television and data network service supplies to University residences as such services are not entirely subject to the University's control.

The University will therefore not accept any responsibility or liability for any losses which may be incurred as a result of any interruptions in the supply of electricity, gas, water, telephony, television or data network services to University premises or breakdown of appliances (e.g. fridge-freezer) , except to any extent resulting from its negligence.

We have a responsibility to reduce our environmental impact and our contribution to climate change. All residences are centrally heated and thermostatically controlled.

#### **Heating in University accommodation**

All heating is switched off overnight, but we aim to keep a minimum temperature within each room of 16 degrees centigrade and a maximum of 21 degrees centigrade during the hours of 7am to 11.59pm.

The radiators may only be warm to the touch and could go off completely should the internal temperature reach 21 degrees. The heating will be switched off in the summer months.



## Heating in Polden, The Quads & Green Park House

The heating system in the bedroom is set at:

- LOW = 19 degrees
- MED = 20 degrees
- HIGH = 21 degrees
- BOOST = 23 degrees

The sensor is on the front of the thermostat. This identifies the occupation of the room by movement and CO2 levels. If the sensor does not sense that the room is occupied after 30 minutes the heating will turn off.

The heating will also turn off if the window is open.

If you feel that your room temperature is below these when boosted, please let us know and we will get the report of your room's temperature from Estates to identify if there is a problem.

### 5. Notification of room audits

Room inspections will take place once a term to check maintenance, health and safety and hygiene. You will normally be notified of checks at least a week in advance.

Continued negligence to maintain cleanliness to a satisfactory standard in any area of the accommodation may result in disciplinary action.

### 6. Access to rooms

The University regards it as paramount that student privacy is protected insofar as reasonably possible. However, in order for the University staff to discharge and fulfil their property management and student welfare roles, students are required to provide access to their accommodation at all reasonable times and the University has the right to enter when it deems necessary.

Regular health and safety checks have to be undertaken every three months and you will be given one week's notice when this occurs.

In exceptional cases, however, where urgent entry is deemed appropriate, entry may be requested without prior notice to you and/or outside of our usual working hours.



Examples are: - Excessive noise - Suspected illegal occupancy - Breach of University regulations - Other situations deemed appropriate by supervisory staff

During investigations or where a situation is deemed to be an emergency, immediate access may be required with or without the consent of the room occupant.

Examples are: - Medical grounds - During fire emergencies - When a student is believed to be missing - When a room is believed to be being used for illegal purposes - When urgent repairs are required - Illegal occupancy - Other situations that require immediate entry for good reason

The guidelines/process for gaining access to rooms by master key holders such as Security, Operations and Maintenance staff are as follows:

Security should be informed and requested to attend. The relevant member of staff or tutor should identify themselves, stating their name and status. The reason for requiring access should be stated. In normal circumstances at least two members of staff should attend. If immediate access is required and either there is no response or a refusal to allow access, master keys may be used. A full report of the incident must be recorded on the Security Incident log or Moodle.

## **7. Vacating your room**

When you vacate you are required to leave your accommodation in a clean and tidy state, and ensure that it is in the same condition as it was when you arrived. You need to complete a checklist and inform our Operations team before you vacate, so they can check your accommodation with you prior to departure.

You are under a duty to remove all personal effects and personal property before or when you leave (unless, exceptionally, alternative arrangements have been agreed and pre-authorised in writing by the Operations team). Any belongings left in your room following your departure will be deemed to be abandoned by you and may be donated or disposed of by the University in its discretion without further reference to you.

Ensure all items of post are also collected from your mailbox, prior to departure. Any uncollected items may be returned to the sender.

Once you have advised us that you have left your room, access to your accommodation building and room will be removed. Your waste is your



responsibility and you will be subject to charges if your room is not left in an acceptable condition:

- Penalty charges will be issued following departure for waste left, damages or additional cleaning required in your room
- Up to two waste bags will be permitted to be left in the flat kitchen, thereafter each chargeable bag will be a communal charge, this includes bags left in corridors.

These charges will be made against your student account.