

**BANGOR UNIVERSITY**

**OCCUPATION CONTRACT FOR STUDENT RESIDENCE (FIXED TERM)**

<b>Student name</b>	As shown in the "Residence Agreement" section of the "Your Offer" page of the Bangor University portal
<b>Student number</b>	As shown in the "Residence Agreement" section of the "Your Offer" page of the Bangor University portal
<b>Residence</b>	As shown in the "Your Accommodation" section of the "Your Offer" page of the Bangor University portal
<b>Room</b>	You have provisionally been allocated room as shown in the "Your Accommodation" section of the "Your Offer" page of the Bangor University portal. The landlord reserves the right to allocate a different room to you up to the date on which you occupy the dwelling
<b>Date</b>	The date you accept your Residence Agreement electronically and we send you an email from the Halls Office Team confirming that you have accepted your Residence Agreement

## Part 1 EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day it is late, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

### **"Key Matters"**

that is:

- the address of the accommodation;
- the occupation date;
- the amount of rent (or other consideration);
- the rental period (i.e. the period in respect of which the rent is payable);
- the fact that this is a fixed term contract; and
- if there are periods during which the contract-holder is not entitled to occupy the accommodation as home, details of those periods.

### **"Fundamental Terms"**

these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act<sup>2</sup>. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

### **"Supplementary Terms"**

these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. This has been identified using capital letters and/or striking through.

The terms of your contract may also include:

## **“Additional Terms”**

these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term. These are the terms included at **Annexure 2**.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the accommodation. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied:

- (a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the accommodation) and it is reasonable to evict you;
- (b) you are seriously in arrears with your rent (e.g. WHERE THE RENTAL PERIOD IS A YEAR, IF AT LEAST 25% OF THE RENT IS MORE THAN THREE MONTHS IN ARREARS); or
- (c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be available when the order takes effect), and it is reasonable to REQUIRE ~~evict~~ you TO VACATE THE ACCOMMODATION.

You have important rights as to how you can use the accommodation, although some of these require the consent of your landlord. IF THIS CONTRACT PERMITS SOMEONE TO LIVE WITH YOU AT THE ACCOMMODATION, someone who lives with you at the accommodation may have a right to succeed to this contract if you die.

You must not allow the accommodation to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the accommodation. THIS IS ALWAYS SUBJECT TO THE LIMITS IMPOSED BY THIS CONTRACT.

You can be held responsible for the behaviour of everyone who lives in and visits the accommodation. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your ACCOMMODATION ~~home~~, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors or your Students' Union. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

## Part 2 KEY MATTERS

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the accommodation for the term set out below.

**The key matters and information about the deposit (IF ANY) and landlord are set out below.**

This contract is between Bangor University (*landlord*) and the person named in the "Residence Agreement" section of the "Your Offer" page of the Bangor University portal (*contract-holder*) and it relates to the accommodation identified in the "Your Accommodation" section of the "Your Offer" page of the Bangor University portal (*the accommodation*). The landlord reserves the right to allocate a different room to you up to the date on which you occupy the dwelling.

The initial rent is the figure shown as "Hall Fees" in the "Your Accommodation" section of the "Your Offer" page of the Bangor University Portal. This is the initial rent per academic year (PAYABLE IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT).

The first payment is to be made by the method and at the time stated in the payment plan which can be accessed through the link on the "Your Offer" page of the Bangor University Portal.

You are not entitled to occupy the accommodation as a home during the period:

- OUTSIDE THE PERIOD OF RESIDENCE SPECIFIED BY THE LANDLORD IN YOUR OFFER OF ACCOMMODATION AS SHOWN ON THE BANGOR UNIVERSITY PORTAL;
- (IF APPLICABLE) WHEN YOU ARE SUSPENDED AS A STUDENT OF BANGOR UNIVERISTY UNDER THE PROVISIONS OF YOUR STUDENT CONTRACT;
- (IF APPLICABLE) WHEN YOU ARE EXPELLED AS A STUDENT OF BANGOR UNIVERSITY; OR
- (IF APPLICABLE) WHEN YOU ARE NOT REGISTERED AS A STUDENT OF BANGOR UNIVERSITY.

You can contact the landlord:

- by post: The Halls Office, Ffriddoedd Village, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP
- by telephone: 01248 382667
- by e-mail: halls@bangor.ac.uk

You have NOT paid a deposit.

The occupation date (when you can begin occupying the accommodation ) is the date shown as the "Arrival date" on the "Your Offer" page of the Bangor University Portal and the end date is the "Departure date" as shown on the "Your Offer" page of the Bangor University Portal.

This occupation contract constitutes a legally binding contract between you and the landlord. By selecting the box indicating "I have read and understood the above terms and conditions", entering your username and clicking "I accept", you are confirming your acceptance of the terms of the occupation contract, incorporating the Key Matters shown on the Bangor University Portal and the other terms and conditions of this occupation contract, and your intention to enter into those legally binding obligations.

FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part.

Key:

(A)	additional terms
(F)	fundamental terms that cannot be left out of this contract or changed <sup>2</sup>
(F+)	fundamental terms that can be left out of this contract or changed where the effect would be to improve the position of the contract-holder
(S)	supplementary terms
“you” and “your”	relate to the contract-holder
Act	Renting Homes (Wales) Act 2016
Contract	this contract which is made up of those matters shown on the “Your Offer” page of the Bangor University Portal and the terms and conditions of this document  You should be aware that this contract imposes legal obligations on you and the landlord.
landlord	Bangor University
“including” and “include”	any lists following these words are illustrative and non-exhaustive
Text shown in CAPITALS	new text that has been added to a fundamental or supplementary term
Text struck through	text that has been omitted from a fundamental or supplementary term

Footnotes do not form part of the terms of this contract but have been included where that is helpful.

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## TERMS

### 1. Rent and other charges

#### 1.1 Receipt of rent or other consideration (S)

Within ~~14~~ TWENTY EIGHT days of a request from you, the landlord must provide you with written receipt of any rent or other consideration<sup>1</sup> paid or provided under the contract.

#### 1.2 Periods when the accommodation is unfit for human habitation (S)

You are not required to pay the rent in respect of any day or part day during which the accommodation is unfit for human habitation<sup>4</sup>.

#### 1.3 Right of set off (F+)

If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent.

#### 1.4 PAYMENT OF RENT

UNLESS, BEFORE THE OCCUPATION DATE, YOU ACCEPT ONE OF THE PAYMENT PLANS OFFERED BY THE LANDLORD ON THE BANGOR UNIVERSITY PORTAL, THE RENT IS PAYABLE IN ADVANCE FOR THE WHOLE PERIOD OF RESIDENCE UNDER THIS OCCUPATION CONTRACT. IF YOU ACCEPT ONE OF THOSE PAYMENT PLANS, YOU MUST PAY THE RENT IN ACCORDANCE WITH THE TERMS OF THE RELEVANT PAYMENT PLAN. THE LANDLORD MAY (BUT IS NOT OBLIGED TO) PROVIDE ALTERNATE PAYMENT STRUCTURES. MORE INFORMATION CAN BE OBTAINED BY CONTACTING THE HALLS OFFICE USING THE DETAILS ABOVE. ANY ALTERNATE PAYMENT STRUCTURES ARE GIVEN AS CONCESSIONS WHICH DO NOT LEGALLY BIND THE LANDLORD AND WILL NOT CONSTITUTE A VARIATION OF THIS CONTRACT AND ARE WITHOUT PREJUDICE TO THE LANDLORD'S RIGHTS UNDER THIS CONTRACT.

### 2. Deposit

#### 2.1 Form of security (F+)

The landlord may not require security (which includes a deposit) to be given in any form other than:

~~2.1.1~~ money;~~or~~

~~2.1.2~~ a guarantee.

#### 2.2 Requirement to use a deposit scheme (F)

2.2.1 If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.<sup>7</sup>

2.2.2 Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must:

2.2.2.1 comply with the initial requirements of the authorised deposit scheme; and

2.2.2.2 give you (and any person who has paid the deposit on your behalf) the required information.

2.2.3 The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to:

- 2.2.3.1 the authorised deposit scheme which applies;
- 2.2.3.2 the landlord's compliance with the initial requirements of the scheme; and
- 2.2.3.3 the operation of Chapter 4 of Part 3 of the Act (*Deposits and Deposit Schemes*), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

### 3. Prohibited conduct

#### 3.1 Anti-social behaviour and other prohibited conduct<sup>8</sup> (F)

- 3.1.1 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
  - 3.1.1.1 to live in the accommodation subject to this contract; or
  - 3.1.1.2 to live in a dwelling or other accommodation in the locality of the accommodation subject to this contract.
- 3.1.2 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:
  - 3.1.2.1 in the accommodation subject to this contract; or
  - 3.1.2.2 in the locality of that accommodation.
- 3.1.3 You must not engage or threaten to engage in conduct:
  - 3.1.3.1 capable of causing nuisance or annoyance to:
    - (a) the landlord; or
    - (b) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions; and
  - 3.1.3.2 that is directly or indirectly related to or affects the landlord's housing management functions.
- 3.1.4 You may not use or threaten to use the accommodation subject to this contract, including any common parts and any other part of a building comprising the accommodation, for criminal purposes.
- 3.1.5 You must not, by any act or omission:
  - 3.1.5.1 allow, incite or encourage any person who is living in or visiting the accommodation to act as mentioned in **paragraphs 3.1.1 to 3.1.3** of this term; or
  - 3.1.5.2 allow, incite or encourage any person to act as mentioned in **paragraph 3.1.4** of this term.



#### 4. **Control of the accommodation**

##### 4.1 **Use of the accommodation by the contract-holder (S)**

You must not carry on or permit any trade or business at the accommodation AND MUST USE THE ACCOMMODATION ONLY FOR THE PURPOSES OF A STUDY BEDROOM ~~without the landlord's consent.~~

##### 4.2 **Permitted occupiers (S)**

You may NOT permit ANY OTHER persons ~~who are not lodgers<sup>10</sup> or sub-holders<sup>11</sup>~~ to live in OR OCCUPY the accommodation SAVE THAT YOU MAY PERMIT OVERNIGHT GUESTS (EACH A "GUEST") TO STAY AT THE ACCOMMODATION ON THE FOLLOWING CONDITIONS:

- 4.2.1 YOU WILL BE AT ALL TIMES RESPONSIBLE FOR THE BEHAVIOUR OF ANY GUEST. YOU MUST ENSURE THAT THEY DO NOT BREACH THE TERMS OF THIS CONTRACT AND ANY BREACH BY THEM WILL BE TAKEN AS A BREACH BY YOU;
- 4.2.2 YOU MUST AT ALL TIMES COMPLY WITH THE LANDLORD'S OVERNIGHT GUEST POLICY WHICH CAN BE FOUND AT <https://www.bangor.ac.uk/accommodation/essential>;
- 4.2.3 NO GUEST MAY REMAIN AT THE ACCOMMODATION FOR MORE THAN TWO NIGHTS IN ANY ONE WEEK PERIOD;
- 4.2.4 THE LANDLORD CAN SUSPEND THE RIGHT TO HOST ANY GUEST OR GUESTS (WHETHER A NAMED INDIVIDUAL OR ALL GUESTS) ON NOT LESS THAN ONE WEEK'S NOTICE OR IMMEDIATELY IN CASE OF EMERGENCY, WHERE REASONABLE.

~~as a home.~~

##### 4.3 **Right to occupy without interference from the landlord (F+)**

- 4.3.1 The landlord may not, by any act or omission, interfere with your right to occupy the accommodation.
- 4.3.2 The landlord does not interfere with your right to occupy the accommodation by reasonably exercising the landlord's rights under this contract.
- 4.3.3 The landlord does not interfere with your right to occupy the accommodation because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act).
- 4.3.4 The landlord is to be treated as having interfered with your right if a person who:
  - 4.3.4.1 acts on behalf of the landlord; or
  - 4.3.4.2 has an interest in the accommodation, or part of it, that is superior to the landlord's interest,interferes with your right by any lawful act or omission.

##### 4.4 **Landlord's right to enter the accommodation – Repairs (F+)**

- 4.4.1 The landlord may enter the accommodation at any reasonable time for the purpose of:
  - 4.4.1.1 inspecting its condition and state of repair;

- 4.4.1.2 CARRYING OUT REPAIRS TO OR REPLACING THE FIXTURES AND FITTINGS OR OTHER ITEMS LISTED IN THE INVENTORY; or
- 4.4.1.3 carrying out works or repairs needed in order to comply with the obligations set out in **terms 6.1** and **6.2** of this contract.
- 4.4.2 The landlord must give at least 24 hours' notice to you before exercising that right. THE LANDLORD MAY ENTER THE ACCOMMODATION TO EXERCISE THE RIGHTS SET OUT IN **PARAGRAPH 4.4.1** ON LESS THAN 24 HOURS' NOTICE WHERE YOU CONSENT TO THEM DOING SO.
- 4.4.3 **Paragraph 4.4.4** of this term applies where:
  - 4.4.3.1 the accommodation forms part only of a building; and
  - 4.4.3.2 in order to comply with the obligations set out in **terms 6.1** and **6.2** the landlord needs to carry out works or repairs in another part of the building.
- 4.4.4 The landlord is not liable for failing to comply with the obligations under **terms 6.1** and **6.2** if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

~~4.5 **Landlord's right to enter the dwelling — repairs to fixtures and fittings (S)**~~

- ~~4.5.1 In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 5.2.2 and 5.2.3, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.~~
- ~~4.5.2 But the landlord must give you at least 24 hours' notice before entering the dwelling.~~

**4.6 Landlord's right to enter the accommodation — Emergencies (S)**

- 4.6.1 In the event of an emergency which results in the landlord needing to enter the accommodation without notice, you must give the landlord immediate access to the accommodation.
- 4.6.2 If you do not provide access immediately, the landlord may enter the accommodation without your permission.
- 4.6.3 If the landlord enters the accommodation in accordance with **paragraph 4.6.2** of this term, the landlord must use all reasonable endeavours to notify you that they have entered the accommodation as soon as reasonably practicable after entry.
- 4.6.4 For the purposes of **paragraph 4.6.1** in this term, an emergency includes:
  - 4.6.4.1 something which requires urgent work to prevent the accommodation or dwellings OR ANY PROPERTY in the vicinity from being severely damaged, further damaged or destroyed; and
  - 4.6.4.2 something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the accommodation or other persons in the vicinity of the accommodation.

## 5. Care of the accommodation — contract-holder's responsibilities

### 5.1 Duty to take care of the accommodation AND THE COMMON PARTS (S)

You are not liable for fair wear and tear to the accommodation or to fixtures and fittings within the accommodation OR THE COMMON PARTS but must:

- 5.1.1 take proper care of the accommodation, fixtures and fittings within the accommodation and any items listed in the inventory AND THE COMMON PARTS BY NOT CAUSING ANY DAMAGE TO THE ACCOMMODATION, FIXTURES AND FITTINGS AND ITEMS OR THE COMMON PARTS;
- 5.1.2 not remove any fixtures and fittings or any items listed in the inventory from the accommodation without the consent of the landlord;
- 5.1.3 keep the accommodation AND THE COMMON PARTS in a state of reasonable decorative order BY NOT REMOVING FROM, AFFIXING TO, DAMAGING OR ATTEMPTING TO REPAIR THE DECORATIVE FINISH OF THE ACCOMMODATION OR THE COMMON PARTS;
- 5.1.4 not keep anything in the accommodation that would be a health and safety risk to you, any permitted occupier, any persons visiting the accommodation or any persons residing in the vicinity of the accommodation;
- 5.1.5 NOT LEAVE ANY ITEMS IN THE COMMON PARTS NOR OBSTRUCT THEM;
- 5.1.6 NOT DO ANYTHING WHICH COULD CAUSE DAMAGE TO ANY ELECTRICAL INSTALLATIONS OR OTHER EQUIPMENT IN OR SERVING THE ACCOMMODATION OR THE COMMON PARTS; AND
- 5.1.7 USE REASONABLE ENDEAVOURS TO ENSURE THAT THE COMMON PARTS AND ANY FIXTURES, FITTINGS, PLANT OR EQUIPMENT IN THEM, THE STRUCTURE OF AND THE EXTERIOR TO THE BUILDING ARE NOT DAMAGED BY ANY ACTS OR OMISSIONS.

### 5.2 Duty to notify landlord of defect or disrepair (S)

5.2.1 You must notify the landlord as soon as reasonably practicable BUT, IN ANY EVENT, ALWAYS WITHIN 24 HOURS OF BECOMING AWARE of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility OR ANY DEFAULT IN THE PROVISION OF THE SERVICES IDENTIFIED IN **PARAGRAPH 1.1.1 OF PART 2** OF THE ADDITIONAL TERMS.

~~5.2.2 Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.~~

~~5.2.3 The circumstances in which paragraph 5.2.2 of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>14</sup> by you, any permitted occupier or any person visiting the accommodation.~~

## 6. Care of the accommodation — landlord's obligations

### 6.1 Landlord's obligation: fitness for human habitation (F+)

6.1.1 The landlord must ensure that the accommodation is fit for human habitation:

- 6.1.1.1 on the occupation date of this contract; and
- 6.1.1.2 for the duration of this contract.

6.1.2 The reference to the accommodation in **paragraph 6.1.1** of this term includes, if the accommodation forms part only of a building, the structure and exterior of the building and the common parts.

## 6.2 **Landlord's obligation to keep accommodation in repair (F+)**

6.2.1 The landlord must:

6.2.1.1 keep in repair the structure and exterior of the accommodation (including drains, gutters and external pipes); and

6.2.1.2 keep in repair and proper working order the service installations in the accommodation.

6.2.2 If the accommodation forms part only of a building, the landlord must:

6.2.2.1 keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest; and

6.2.2.2 keep in repair and proper working order a service installation which directly or indirectly serves the accommodation, and which either:

(a) forms part of any part of the building in which the landlord has an estate or interest; or

(b) is owned by the landlord or is under the landlord's control.

6.2.3 The standard of repair required by **paragraphs 6.2.1** and 6.2.2 of this term is that which is reasonable having regard to the age and character of the accommodation, and the period during which the accommodation is likely to be available for occupation as a home.

6.2.4 In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

## 6.3 **Further landlord obligations in relation to terms 6.1 and 6.2 (F+)**

6.3.1 The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under **terms 6.1** and **6.2**.

6.3.2 The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under **terms 6.1** and **6.2**.

## 6.4 **Limits on landlord obligations in relation to terms 6.1 and 6.2: General (F+)**

6.4.1 **Term 6.1** does not impose any liability on the landlord in respect of an accommodation which the landlord cannot make fit for human habitation at reasonable expense.

6.4.2 The landlord's obligations under **paragraphs 6.1.1** and **6.2.1** do not require the landlord:

6.4.2.1 to keep in repair anything which you are entitled to remove from the accommodation; or

6.4.2.2 to rebuild or reinstate the accommodation or any part of it, in the case of destruction or damage by a relevant cause.

6.4.3 If the accommodation forms part only of a building, the landlord's obligation under **terms 6.1.1** and **6.2.1** do not require the landlord to rebuild or reinstate

any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

6.4.4 Relevant causes for the purpose of **paragraphs 6.4.2.2** and **6.4.3** of this term are fire, storm, flood or other inevitable accident.

6.4.5 **Term 6.2.2** does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:

6.4.5.1 the accommodation; or

6.4.5.2 the common parts that you are entitled to use under this contract.

6.5 **Limits on landlord obligations in relation to terms 6.1 and 6.2: contract-holder's fault (F+)**

6.5.1 **Term 6.1.1** does not impose any liability on the landlord if the accommodation is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the accommodation.

6.5.2 The landlord is not obliged by **term 6.2.1** or **6.2.2** to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the accommodation.

6.5.3 "Lack of care" means a failure to take proper care:

6.5.3.1 of the accommodation; or

6.5.3.2 if the accommodation forms part only of a building, of the common parts that you are entitled to use under this contract.

6.6 **Limits on landlord obligations in relation to terms 6.1 and 6.2: notice (F+)**

6.6.1 The landlord's obligations under **term 6.1.1.2** and under **term 6.2.1** and **6.2.2** do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

6.6.2 The landlord complies with the obligations under **term 6.1.1.2** and under **terms 6.2.1** and **6.2.2** if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

6.6.3 If:

6.6.3.1 the landlord (the "old landlord") transfers the old landlord's interest in the accommodation to another person (the "new landlord"); and

6.6.3.2 the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with **term 6.1.1** or **6.2.1** or **6.2.2**,

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

## 6.7 Rights of permitted occupiers (F+)

6.7.1 A permitted occupier<sup>13</sup> who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with **term 6.1** or **6.2**, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

6.7.2 But a permitted occupier who is a lodger<sup>10</sup> or sub-holder<sup>11</sup> may do so only if the lodger is allowed to live in the accommodation, or the sub-occupation<sup>16</sup> contract is made, in accordance with this contract.

YOU SHOULD CONSULT THE OTHER PROVISIONS OF THIS CONTRACT TO ASSESS IF THIS CONTRACT ALLOWS OTHER OCCUPIERS.

## 7. Making changes to the accommodation or utilities

### 7.1 Changes to the accommodation (S)

7.2 You must not make any alteration to the accommodation ~~without the consent of the landlord.~~

7.3 the purposes of **paragraph 7.2** of this term, "alteration" includes:

7.3.1 any addition to or alteration of the fixtures and fittings in the accommodation;

7.3.2 the erection of an aerial or satellite dish;

7.3.3 the erection, removal or structural alteration to sheds, garages or any other structures in the accommodation; and

7.3.4 the carrying out of INTERNAL OR external decoration to the accommodation.

### 7.4 Changes to the provision of utilities to the accommodation (S)

~~7.4.1 You may change any of the suppliers to the dwelling of:~~

~~7.4.1.1 electricity, gas, or other fuel or water (including sewerage) services;~~

~~7.4.1.2 telephone, internet, cable television or satellite television services.~~

~~7.4.2 You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph 7.4.1 of this term.~~

7.4.3 Unless the landlord consents, you must not:

~~7.4.3.1 leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date; or~~

7.4.3.2 install or remove, or arrange to have installed or removed, any specified service installations at the accommodation.

7.4.4 For the purposes of **paragraph 7.4.3.2** of this term, "*specified service installations*" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water OR FOR ANY TELECOMMUNICATIONS OR CONNECTIVITY PURPOSES.

8. **Security and safety of the accommodation: contract-holder's responsibilities**

8.1 **Security of the accommodation – unoccupied periods (S)**

If you become aware that the accommodation has been or will be unoccupied for seven or more consecutive days, you must notify the landlord as soon as reasonably practicable. THIS DOES NOT APPLY TO PERIODS OUTSIDE OF THE USUAL OCCUPANCY CONTRACT.

8.2 **Security of the accommodation – locks (S)**

8.3 You must take reasonable steps to ensure the accommodation is secure.

8.4 You may NOT change any lock on the external or internal doors of the accommodation ~~provided that any such changes provide no less security than that previously in place.~~

8.5 YOU MUST INFORM THE LANDLORD AS SOON AS REASONABLY POSSIBLE IF YOU LOSE ANY KEY OR KEY CARD FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OF THE ACCOMMODATION AND YOU MUST PAY ON DEMAND THE LANDLORD'S REASONABLE COSTS ASSOCIATED WITH LOSING ANY KEY OR KEY CARD, INCLUDING FOR THE REPLACEMENT OF THE KEY OR KEY CARD.

8.6 YOU MUST NOT HAVE ANY ADDITIONAL KEYS CUT OR KEY FOBs OR ENTRY CARDS COPIED FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OF THE ACCOMMODATION OR ANY BUILDING OF WHICH IT FORMS PART TO ANY PERSON.

8.7 YOU MUST NOT DISCLOSE ANY ACCESS KEY CODES TO ANY PERSON.

8.8 YOU MUST NOT SHARE OR GIVE ANY KEYS OR KEY FOBs OR ENTRY CARDS FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OF THE ACCOMMODATION OR ANY BUILDING OF WHICH IT FORMS PART TO ANY PERSON.

8.9 THE OBLIGATIONS IN THIS TERM APPLY TO ANY LOCKS ON THE EXTERNAL OR INTERNAL DOORS OF ANY COMMON PARTS OF A BUILDING OF WHICH THE ACCOMMODATION FORMS PART.

8.10 ~~If any change made under paragraph 8.4 of this term results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.~~

9. **Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage**

9.1 **Permissible forms of dealing (F+)**

9.1.1 You may not deal with this contract, the accommodation or any part of the accommodation except:

9.1.1.1 in a way permitted by this contract; or

9.1.1.2 in accordance with a family property order (see section 251 of the Act).

9.1.2 A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the accommodation or any part of the accommodation), except:

9.1.2.1 in a way permitted by this contract; or

9.1.2.2 in accordance with a family property order.

- 9.1.3 If you do anything in breach of **paragraph 9.1.1** of this term, or a joint contract-holder does anything in breach of **paragraph 9.1.2** of this term:
- 9.1.3.1 the transaction is not binding on the landlord; and
- 9.1.3.2 you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- 9.1.4 "*Dealing*" includes:
- 9.1.4.1 creating a tenancy, or creating a licence which confers the right to occupy the accommodation;
- 9.1.4.2 transferring; and
- 9.1.4.3 mortgaging or otherwise charging.

~~9.2~~ **Permitting lodgers (S)**

~~You must not allow persons to live in the dwelling as lodgers without the landlord's consent.~~

**10. Provisions about joint contract-holders**

**10.1 Adding a joint contract-holder (F+)**

- 10.1.1 You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.
- 10.1.2 If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

**10.2 Joint contract-holder ceasing to be a party to a contract – survivorship (F)**

- 10.2.1 If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are:
- 10.2.1.1 fully entitled to all the rights under this contract; and
- 10.2.1.2 liable to perform fully every obligation owed to the landlord under this contract.
- 10.2.2 The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- 10.2.3 Nothing in **paragraph 10.2.1** or **10.2.2** of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- 10.2.4 This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

**11. Termination of contract – general**

**11.1 Permissible termination etc. (F)**

- 11.1.1 This contract may be ended only in accordance with:



- 11.1.1.1 the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in **terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1**; or
- 11.1.1.2 any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 11.1.2 Nothing in this term affects:
  - 11.1.2.1 any right of the landlord or contract-holder to rescind the contract; or
  - 11.1.2.2 the operation of the law of frustration.
- 11.2 **Termination by agreement (F+)**
  - 11.2.1 If the landlord and you agree to end this contract, this contract ends:
    - 11.2.1.1 when you give up possession of the accommodation in accordance with what you agree with the landlord; or
    - 11.2.1.2 if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
  - 11.2.2 An occupation contract is a substitute contract if:
    - 11.2.2.1 it is made in respect of the same (or substantially the same) accommodation as the original contract; and
    - 11.2.2.2 you were also the contract-holder under the original contract.
- 11.3 **Repudiatory breach by landlord (F+)**

If the landlord commits a repudiatory breach of contract and you give up possession of the accommodation because of that breach, this contract ends when you give up possession of the accommodation.
- 11.4 **Death of a sole contract-holder (F)**
  - 11.4.1 If you are a sole contract-holder, this contract ends:
    - 11.4.1.1 one month after your death; or
    - 11.4.1.2 if earlier, when the landlord is given notice of your death by the authorised persons.
  - 11.4.2 The authorised persons are:
    - 11.4.2.1 your personal representatives; or
    - 11.4.2.2 the permitted occupiers of the accommodation aged 18 and over (if any) acting together.
  - 11.4.3 The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.
  - 11.4.4 The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.

- 11.4.5 If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends:
- 11.4.5.1 when the order ceases to have effect; or
  - 11.4.5.2 if later, at the time the contract would end under **paragraph 11.4.1** of this term.

## 11.5 **Contract-holders' obligations at the end of the contract (S)**

- 11.5.1 When you vacate the accommodation at the end of this contract, you must:
- 11.5.1.1 remove from the accommodation all property belonging:
    - (a) to you; or
    - (b) to any permitted occupier who is not entitled to remain in occupation of the accommodation;
  - 11.5.1.2 return any property belonging to the landlord to the position that property was in on the occupation date; and
  - 11.5.1.3 return to the landlord all keys, KEY FOBS AND ACCESS CARDS which enable access to the accommodation, which were held during the term of the contract by you ~~or any permitted occupier who is not entitled to remain in occupation of the accommodation.~~
- 11.5.2 IF YOU FAIL TO REMOVE ANY OF THE PROPERTY REFERRED TO IN **TERM 11.5.1.1**, THE LANDLORD CAN DEAL WITH SUCH PROPERTY IN ACCORDANCE WITH ITS RELEVANT POLICY WHICH CAN BE FOUND AT <https://www.bangor.ac.uk/accommodation/essential>.

## 11.6 **Repayment of rent or other consideration (S)**

The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends. THIS **TERM 11.6** WILL NOT APPLY WHEN THE LANDLORD TERMINATES THIS CONTRACT DUE IN WHOLE OR IN PART TO ANY BREACH OR DEFAULT BY YOU OF YOUR OBLIGATIONS UNDER THIS CONTRACT.

## 12. **Termination by contract-holder**

### 12.1 **Early termination by contract-holder (F+)**

- 12.1.1 You may end this contract at any time before the earlier of:
- 12.1.1.1 the landlord giving you a written statement of this contract under **term 17.1.1**; or
  - 12.1.1.2 the occupation date.
- 12.1.2 To end this contract under **paragraph 12.1** of this term, you must give a notice to the landlord stating that you are ending this contract.
- 12.1.3 On giving the notice to the landlord, you:
- 12.1.3.1 cease to have any liability under this contract; and
  - 12.1.3.2 become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

## 12.2 **Termination of the contract with joint contract-holders (F+)**

If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

## 13. **Termination by the landlord: possession claims and possession notices**

### 13.1 **Possession claims (F)**

The landlord may make a claim to the court for recovery of possession of the accommodation from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in **terms 14.1 to 14.6** and **18.1**.

### 13.2 **Possession notices**

13.2.1 This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim:

13.2.1.1 **term 14.2** (in relation to a breach of contract by a contract-holder);

13.2.1.2 **term 14.4** (in relation to estate management grounds); and

13.2.1.3 **term 14.6** (in relation to serious rent arrears).

13.2.2 The notice must (in addition to specifying the ground on which the claim will be made):

13.2.2.1 state the landlord's intention to make a possession claim;

13.2.2.2 give particulars of the ground for seeking possession; and

13.2.2.3 state the date after which the landlord is able to make a possession claim.

## 14. **Termination by the landlord: grounds for making a possession claim**

### 14.1 **Breach of contract (F+)**

14.1.1 If you breach this contract, the landlord may on that ground make a possession claim.

14.1.2 Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

### 14.2 **Restrictions on making a possession claim in relation to a breach of contract (F+)**

14.2.1 Before making a possession claim on the ground in **term 14.1**, the landlord must give you a possession notice specifying that ground.

14.2.2 The landlord may make a possession claim in reliance on a breach of **term 3.1** (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

14.2.3 The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

- 14.2.4 In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

**14.3 Estate management grounds (F+)**

- 14.3.1 The landlord may make a possession claim on one or more of the estate management grounds.
- 14.3.2 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.
- 14.3.3 Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:
- 14.3.3.1 it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act); and
  - 14.3.3.2 it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).
- 14.3.4 If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the accommodation.
- 14.3.5 **Paragraph 14.3.4** of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

**14.4 Restrictions on making a possession claim under term 14.3 (estate management grounds) (F+)**

- 14.4.1 Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- 14.4.2 The landlord may not make the claim:
- 14.4.2.1 before the end of the period of one month starting with the day on which the landlord gives you the possession notice; or
  - 14.4.2.2 after the end of the period of six months starting with that day.
- 14.4.3 If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
- 14.4.4 The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor):
- 14.4.4.1 before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death; or
  - 14.4.4.2 after the end of the period of twelve months starting with that day.
- 14.4.5 The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the

period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

#### 14.5 **Serious rent arrears (F+)**

14.5.1 If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

14.5.2 You are seriously in arrears with your rent:

14.5.2.1 where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;

14.5.2.2 where the rental period is a month, if at least two months' rent is unpaid;

14.5.2.3 where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears; or

14.5.2.4 where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

14.5.3 Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights (Convention rights is explained in more detail in Annex 1))<sup>26</sup> make an order for possession of the accommodation if it is satisfied that you:

14.5.3.1 were seriously in arrears with your rent on the day on which the landlord gave you the possession notice; and

14.5.3.2 are seriously in arrears with your rent on the day on which the court hears the possession claim.

#### 14.6 **Restrictions on making a possession claim under term 14.5 (serious rent arrears) (F+)**

14.6.1 Before making a possession claim on the ground in **term 14.5**, the landlord must give you a possession notice specifying that ground.

14.6.2 The landlord may not make the claim:

14.6.2.1 before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice; or

14.6.2.2 after the end of the period of six months starting with that day.

### 15. **Court's Order for possession**

#### 15.1 **Effect of order for possession (F+)**

15.1.1 If the court makes an order requiring you to give up possession of the accommodation on a date specified in the order, this contract ends:

15.1.1.1 if you give up possession of the accommodation on or before that date, on that date;

15.1.1.2 if you give up possession of the accommodation after that date but before the order for possession is executed, on the day on which you give up possession of the accommodation; or

15.1.1.3 if you do not give up possession of the accommodation before the order for possession is executed, when the order for possession is executed.

15.1.2 **Paragraph 15.1.3** of this term applies if:

15.1.2.1 it is a condition of the order that the landlord must offer a new contract in respect of the same accommodation to one or more joint contract-holders (but not all of them); and

15.1.2.2 that joint contract-holder (or those joint contract-holders) continues to occupy the accommodation on and after the occupation date of the new contract.

15.1.3 This contract ends immediately before the occupation date of the new contract.

## 16. **Variation**

### 16.1 **Variation (F – except 16.1.1.1 which is F+)**

16.1.1 This contract may not be varied except:

16.1.1.1 by agreement between you and the landlord; or

16.1.1.2 by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

16.1.2 A variation of this contract (other than by or as a result of an enactment) must be in accordance with **term 16.2**.

### 16.2 **Limitation on variation (F)**

16.2.1 The fundamental terms of this contract set out in **paragraph 16.2.2** of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

16.2.2 The fundamental terms to which **paragraph 16.2.1** of this term applies are:

16.2.2.1 **term 2.2** (requirement to use deposit scheme);

16.2.2.2 **term 3.1** (anti-social behaviour and other prohibited conduct);

16.2.2.3 **term 10.2** (joint contract-holder ceasing to be a party to the occupation contract);

16.2.2.4 **term 11.1** (permissible termination);

16.2.2.5 **term 11.4** (death of sole contract-holder);

16.2.2.6 **term 13.1** (possession claims);

16.2.2.7 **term 16.1.1.2** and **16.1.2**;

16.2.2.8 this term; and

16.2.2.9 **term 18.1** (false statement inducing - landlord to make contract to be treated as breach of conduct).

- 16.2.3 A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect:
- 16.2.3.1 unless as a result of the variation:
- (a) the fundamental provision<sup>27</sup> which the term incorporates is incorporated without modification; or
- (b) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
- 16.2.3.2 if the variation (regardless of whether it is within **paragraph 16.2.3.1** of this term) would render the fundamental term incompatible with a fundamental term set out in **paragraph 16.2.2** of this term.
- 16.2.4 A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- 16.2.5 **Paragraph 16.2.4** of this term does not apply to a variation made by or as a result of an enactment.

## 17. **Written statements and the provision of information**

### 17.1 **Written statements (F+)**

- 17.1.1 The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.
- 17.1.2 If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with:
- 17.1.2.1 the day on which the identity of the contract-holder changes; or
- 17.1.2.2 if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- 17.1.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.1.1** or **17.1.2** of this term.
- 17.1.4 You may request a further written statement of this contract at any time.
- 17.1.5 The landlord may charge a reasonable fee for providing a further written statement.
- 17.1.6 The landlord must give you the further written statement before the end of the period of 14 days starting with:
- 17.1.6.1 the day of the request; or
- 17.1.6.2 if the landlord charges a fee, the day on which you pay the fee.

### 17.2 **Written statement of variation (F+)**

- 17.2.1 If this contract is varied the landlord must, before the end of the relevant period, give you:

- 17.2.1.1 a written statement of the term or terms varied; or
    - 17.2.1.2 a written statement of this contract as varied.
  - 17.2.2 The relevant period is the period of 14 days starting with the day on which this contract is varied.
  - 17.2.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.2.1** of this term.
- 17.3 **Provision of information by landlord about the landlord (F+)**
- 17.3.1 The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.
  - 17.3.2 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.
  - 17.3.3 If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.
- 17.4 **Compensation for breach of term 17.3 (F+)**
- 17.4.1 If the landlord fails to comply with an obligation under **term 17.3**, the landlord is liable to pay you compensation under section 87 of the Act.
  - 17.4.2 The compensation is payable in respect of the relevant date and every day after the relevant date until:
    - 17.4.2.1 the day on which the landlord gives the notice in question; or
    - 17.4.2.2 if earlier, the last day of the period of two months starting with the relevant date.
  - 17.4.3 Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in **paragraph 17.4.2.2** of this term.
  - 17.4.4 The interest starts to run on the day referred to in **paragraph 17.4.2.2** of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
  - 17.4.5 The relevant date is the first day of the period before the end of which the landlord was required to give the notice.
- 17.5 **Inventory (S)**
- 17.5.1 The landlord must provide you with an inventory in relation to the accommodation no later than the date by which the landlord must provide you with the written statement of this contract in accordance with **term 17.1**. THIS INVENTORY IS PROVIDED ONLINE.
  - 17.5.2 The inventory must set out the accommodation's contents, including all fixtures and fittings and must describe their condition as at the occupation date.
  - 17.5.3 If you disagree with the information within the inventory, you may provide comments to the landlord.



- 17.5.4 Where no comments are received by the landlord within ~~14~~ SEVEN days OF THE OCCUPATION DATE, the inventory is deemed accurate.
- 17.5.5 Where comments are received by the landlord within ~~14~~ SEVEN days, the landlord must either:
- 17.5.5.1 amend the inventory in accordance with those comments and send the amended inventory to you; or
  - 17.5.5.2 inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory; or
  - 17.5.5.3 amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

18. **Other matters**

18.1 **False statement inducing landlord to make contract to be treated as breach of conduct (F)**

- 18.1.1 If the landlord is induced to make this contract by means of a relevant false statement:
- 18.1.1.1 you are to be treated as being in breach of this contract: and
  - 18.1.1.2 the landlord may accordingly make a possession claim on the ground in **term 14.1** (breach of contract).
- 18.1.2 A relevant false statement is one which if it is made knowingly or recklessly by:
- 18.1.2.1 you; or
  - 18.1.2.2 another person acting at your instigation.

18.2 **Forms of notices etc. (F+)**

- 18.2.1 Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.
- 18.2.2 Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

18.3 **Passing notices etc. to the landlord (S)**

You must:

- (a) keep safe any notices, orders or other documents delivered to the accommodation addressed to the landlord specifically or the owner generally; and
- (b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

See **term 14.3**

# ANNEXURE 1

## Estate Management Grounds

### ESTATE MANAGEMENT GROUNDS

#### REDEVELOPMENT GROUNDS

1. Ground A (building works)

The landlord intends, within a reasonable time of obtaining possession of the accommodation—

  - 1.1 to demolish or reconstruct the building or part of the building comprising the accommodation, or
  - 1.2 to carry out work on that building or on land treated as part of the accommodation and cannot reasonably do so without obtaining possession of the accommodation.
2. Ground B (redevelopment schemes)
  - 2.1 This ground arises if the accommodation satisfies the first condition or the second condition.
  - 2.2 The first condition is that the accommodation is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the accommodation in accordance with the scheme.
  - 2.3 The second condition is that part of the accommodation is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the accommodation.

#### SPECIAL ACCOMMODATION GROUNDS

3. **Ground C (charities)**
  - 3.1 The landlord is a charity and the contract-holder's continued occupation of the accommodation would conflict with the objects of the charity.
  - 3.2 But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
  - 3.3 In this paragraph, "charity" has the same meaning as in the Charities Act 2011 (see section 1 of that Act).
4. **Ground D (accommodation suitable for disabled people)**

The accommodation has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the accommodation and:

  - 4.1 there is no longer such a person living in the accommodation; and
  - 4.2 the landlord requires the accommodation for occupation by such a person (whether alone or with members of that person's family).

~~5. **Ground E (housing associations and housing trusts: people difficult to house)**~~

~~5.1 The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and —~~

~~5.1.1 either there is no longer such a person living in the dwelling or a local housing authority has offered the contract holder a right to occupy another dwelling under a secure contract, and~~

~~5.1.2 the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).~~

~~5.2 A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.~~

**6. Ground F (groups of dwellings for people with special needs)**

The accommodation constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and:

6.1 a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs;

6.2 there is no longer a person with those special needs living in the accommodation; and

6.3 the landlord requires the accommodation for occupation by a person who has those special needs (whether alone or with members of his or her family).

**UNDER-OCCUPATION GROUNDS**

**7. Ground G (reserve successors)**

The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the accommodation comprised in the accommodation is more extensive than is reasonably required by the contract-holder.

**8. Ground H (joint contract-holders)**

8.1 This ground arises if the first condition and the second condition are met.

8.2 The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with:

8.2.1 section 138 (withdrawal) of the Act; or

8.2.2 section 225, 227 or 230 (exclusion) of the Act.

8.3 The second condition is that:

8.3.1 the accommodation comprised in the accommodation is more extensive than is reasonably required by the remaining contract-holder (or contract-holders); or

8.3.2 where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

## OTHER ESTATE MANAGEMENT REASONS

### 9. Ground I (other estate management reasons)

9.1 This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the accommodation.

9.2 An estate management reason may, in particular, relate to:

9.2.1 all or part of the accommodation; or

9.2.2 any other premises of the landlord to which the accommodation is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

### Notes

1. *"Other consideration"* could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.
2. Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.
3. If you remain in occupation of the accommodation after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the accommodation.
4. When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.
5. This term only applies to contracts under which rent is payable.
6. The *"right of set off"* means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.
7. Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.
8. Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).
9. The common parts of a accommodation are a) any part of a building comprising a accommodation and b) any other premises (including any other accommodation) which the contract-holder is entitled under the terms of the contract to use in common with others.
10. Section 244(3) and (4) of the Act provide that a person lives in a accommodation as a lodger if the tenancy or licence under which he or she occupies the accommodation falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a accommodation as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.
11. Section 59(3) of the Act provides that a *"sub-holder"* means the contract-holder under the sub-occupation contract.
12. Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property,

and (b) obligations to keep any accommodation fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 6.1 and 6.2 of this contract.

13. Section 244(5) of the Act provides that a person is a permitted occupier of a accommodation subject to an occupation contract if (a) he or she lives in the accommodation as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the accommodation as a home.
14. Section 96(3) of the Act defines "*lack of care*" as a failure to take proper care (a) of the accommodation, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.
15. When determining whether accommodation is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.
16. Section 59(2) of the Act provides that a "*sub-occupation contract*" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the accommodation to which that contract relates.
17. Section 251 of the Act sets out the meaning of "*family property order*" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.
18. For the purposes of this term, section 244(3) and (4) of the Act states that 'a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the accommodation falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a accommodation as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.'
19. When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a 'landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions'. What is reasonable is to be determined having regard to Schedule 6 to the Act.
20. The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1.
21. The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.
22. A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.
23. Section 251 of the Act sets out the meaning of "*family property order*" . Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.
24. See term 18.2 regarding the giving of a notice.
25. Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

26. *"Convention rights"* are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).
27. Sections 18 and 19 of the Act explain that *"fundamental provisions"* are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as *"fundamental terms"*.
28. Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.
29. This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

*Schedule 3 > para. 1*

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## ANNEXURE 2

### Additional Terms (A)

#### Part 1: Your additional obligations

1. You must not:
  - 1.1.1 engage or threaten to engage in conduct:
    - 1.1.1.1 capable of causing nuisance or annoyance to or interfering with a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's function as an institution in delivering academic services and protecting the welfare of its students; and
    - 1.1.1.2 that is directly or indirectly related to or affects the exercise of the landlord's function as an institution in delivering academic services and protecting the welfare of its students.
  - 1.1.2 do anything which may pose a fire risk or put the health and safety of any other person or any property at risk;
  - 1.1.3 use or threaten to use the accommodation subject to this contract, including any other part of a building comprising the accommodation, for purposes contrary to the landlord's disciplinary policies (which can be found at <https://www.bangor.ac.uk/accommodation/essential>); and
  - 1.1.4 bring any animal into the accommodation or common parts unless it is a trained service animal for a disabled person.
- 1.2 You must:
  - 1.2.1 pay interest to the landlord on any rent not paid within 14 days of the due date. Interest will be payable at the rate per annum of 3% above the base rate of Bank of England from time to time for the period starting on the due date and ending on the date of payment;
  - 1.2.2 comply with all relevant legislation;
  - 1.2.3 comply with Bangor University's policies, rules and regulations from time to time notified to you, including (without limitation) those relating to health and safety and safeguarding. These can currently be accessed here: <https://www.bangor.ac.uk/accommodation/essential>;
  - 1.2.4 ensure that any electrical appliances or devices (including, without limitation, all extension leads) you bring into the accommodation, or the common parts are PAT tested;
  - 1.2.5 remain a student at Bangor University throughout the duration of this contract; and
  - 1.2.6 pay all council and other local taxes directly to the relevant competent authority on demand or, where any relevant tax has been paid by the landlord, reimburse the landlord within 14 days of demand.

#### Part 2: Our additional obligations

1. The landlord must:

- 1.1.1 provide the following services:
- 1.1.1.1 repair of the building;
  - 1.1.1.2 insurance of the building;
  - 1.1.1.3 providing an electricity supply to the accommodation and common parts;
  - 1.1.1.4 heating and lighting the accommodation and common parts;
  - 1.1.1.5 providing hot and cold running water to the accommodation and common parts;
  - 1.1.1.6 disposing of rubbish deposited by you in the appropriate receptacles;
  - 1.1.1.7 regular cleaning of the common parts (except those in the Town House bathrooms at Ffordd Tudno, St Mary's Village, Lôn Pobty, Bangor, Gwynedd LL57 1DZ); and
  - 1.1.1.8 providing residential and security staff.

It may be necessary for the University to suspend, vary or supplement the services in order to comply with regulations and guidance issued by the UK or Welsh governments during any public health emergency. The University will treat students fairly and reasonably if changes need to be made. Such changes will not be deemed to constitute an alteration to what the University agreed to provide

- 1.1.2 comply with the Universities UK Code of Practice for the Management of Student Housing (available at <https://www.universitiesuk.ac.uk/accommodationcodeofpractice>)

### Part 3: Other provisions

1. The landlord may enter the accommodation at any reasonable time for the purpose of:
  - 1.1 delivering the services and complying with the obligations in **paragraph 1** of **Part 2** of this **Annexure 2**; and
  - 1.2 conducting viewings of the accommodation and the common parts.

The landlord must give at least 24 hours' notice to you before exercising these rights (except in an emergency).
2. You may use those common parts designated by the landlord for your use from time to time. If the landlord does not designate any, you can use those common parts which are reasonably required in connection with your use of the accommodation.
3. The landlord will not be liable under this contract for any breach of **terms 6.2** or **6.3** which is outside the landlord's reasonable control.
4. The landlord will not be liable for loss or damage to any persons or property except where caused by the landlord's negligence or its breaching of its obligations in this contract.
5. The landlord is entitled to remove from the accommodation or the common parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable or handed over to the police) will return it to you on termination of this contract.
6. Notices given under this contract may be in writing and the landlord's address for service is The Halls Office, Ffriddoedd Village, Ffriddoedd Road, Bangor, Gwynedd LL57 2GP



7. You agree to receive the written statement and any other notice under this contract electronically where permitted by the terms of this contract and the Act.
8. This contract is between you and the landlord and is not intended to confer any benefit to anyone who is not a party to it.
9. Either you or the landlord may refer any dispute relating to this contract to the Accommodation Liaison Group chaired by the Director of Student Experience.
10. You agree that a false statement for the purposes of **term 18.1** can be a statement as to any previous or pending criminal convictions, in addition to any other statements.
11. The landlord and you agree that where this occupation contract requires something to be provided in writing or written form, that requirement is satisfied where the relevant document or information is provided electronically, whether via email or through the Bangor University portal.