



28 March 2022

Singleton Park Campus - Tenancy Agreement

PLEASE RETAIN THIS TENANCY AGREEMENT FOR FUTURE REFERENCE

Please note the terms of your tenancy are a distinct and separate arrangement to those relating to your study/course.

This Tenancy Agreement and the Residence Regulations creates a legally binding for the full duration of the Tenancy Agreement between the tenant named above & Residential Services, Swansea University, Singleton Park, Swansea, SA2 8PG, Wales, U.K. You must read and understand this agreement before accepting. This Tenancy Agreement is governed by and construed in accordance with the law of England and Wales.

A. TENANT NAME -

STUDENT NAME: **Mr FIRST NAME SURNAME** STUDENT NUMBER: **123456**

B. TENANCY DATES:

START DATE **17 September 2021** END DATE: **24 June 2022 - 10am**

C. ROOM ALLOCATION:

SITE: **Singleton Park Campus - HALL: PRESELI -ROOM NO: PRE002**

BEDROOM TYPE: **Self Catered - Ensuite Single Room Medium - Traditional - 03. ALLOCATE LAST**

The Landlord and the Agent reserve the right to amend the room allocation prior to the Start Date.

D. ACCOMMODATION FEES:

WEEKLY FEE: **£145**

The Accommodation Fees for the Room for the period of the Tenancy Agreement are **£5,800.00** and are payable on the following dates

Due By	From and To Dates of Accommodation	Amount Payable
28/03/2022	17/09/2021 to 24/12/2021	£2,030.00
28/03/2022	24/12/2021 to 25/03/2022	£1,885.00
05/05/2022	25/03/2022 to 24/06/2022	£1,885.00

30/12/1899

£0.00

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1. IMPORTANT PAYMENT INFORMATION.

1. A Reservation Deposit of £50.00 is required within 3 days of receipt of the offer of accommodation to accept the offer to confirm your booking. The Reservation Deposit will be deducted from the first payment of your Accommodation Fees. The Reservation Deposit is non-refundable if you do not enter into this Tenancy or move into the Room.
2. Statements are sent to the Student's University email address, even where a Parent/Guardian sets up the payment. Payments for the Accommodation Fees must be received by the Payment Dates and the Student is responsible for making the payment. If you are unable to make a payment please contact the College's accommodation office before the relevant Payment Date.
3. Invoices are sent to the Student's University email account 7 days before the relevant Payment Date and will include Accommodation Fees and any other charges added to the account.
4. The Invoice will state if you have set up a Direct Debit, if you do not have a Direct Debit set up you will be given instructions on how to pay the Accommodation Fees. Please check the Invoice carefully.
5. Payments received more than fourteen (14) days after the relevant Payment Date will follow the Debt Management Policy.
6. Please see Residence Regulations for full details of our Debt Management policy.
7. Once the tenancy starts all communication with you regarding your accommodation will be via your student Email: **123456@swansea.ac.uk**

This is a fixed-term Tenancy and both the Landlord and the Student understand that it is not possible to bring this Tenancy Agreement to an end before the End Date unless the circumstances in Section 12 apply.

2. FOR CLARIFICATION

For the purpose of the Tenancy Agreement the following terms have the following meanings:-

Accommodation Fees	means the total amount of rent you must pay for Your Tenancy as set out in Box C.
Common Parts	means any areas shared with other residents in the Flat, including the kitchen, hallways, bathroom, and other communal areas solely serving the Flat
Contents	means the Residence Contents, the Flat Contents and the Room Contents.
Contract Period	means the period from and including the Start Date to and including the End Date.
End Date	means the last day of Your Tenancy specified in Box A.
Flat	means the part of the Residence in which Your Room is located and may include the Flat Common Parts. If Your Room is self-contained (i.e. you have exclusive use of a kitchen) then 'Flat' refers to Your Room.
Flat Contents	means all furniture, fittings and equipment provided for the use of all residents in the Flat.

Insurances	This means the insurance policies obtained by the Landlord in respect of (1) those risks which The College considers necessary to insure against in respect of the Residence and the Contents (2) to provide block insurance cover for personal possessions kept in the Room or the Residence as outlined in the policy.
Interest Rate	Means 3% above the Bank of England Base Rate from time to time in force or such other rate prescribed by The College in accordance with the Renting Homes (Fees etc)(Wales) Act 2019
Landlord	means the landlord named above together with its officers, employees, agents and contractors and any other person authorised by the landlord.
Late Payment Charge	This means the charge (at the Interest Rate) made by the Landlord in respect of all or any part of the Accommodation Fees not paid within 14 days of the relevant Payment Date and which are charged at the Interest Rate.
Payment Dates	means the dates when you must pay the Agent for Your Room, as set out in Box C.
Repairs	Means the Landlord's repair and maintenance obligations under Section 11 of the Landlord and Tenant Act 1985 in respect of: (1) the Room, Flat and the Residences (2) the Contents (3) the installation for the supply of water, electricity and any other utilities provided to the Residence
Reservation Deposit	means a non-refundable fee as stated above which the Landlord charges to reserve your Room for the Start Date of Your Tenancy. When you move in and your Tenancy begins it will be credited to your first payment of Accommodation Fees
Residence	means the building where Your Room is located as set out in Box B.
Residence Common Parts	means any areas shared with other residents of the Residence including any common room, hallways, outside areas, and any other communal areas shared by residents
Residence Contents	means all furniture, fittings and equipment provided for the use of all residents in the Residence.
Residence Regulations	means the residence regulations attached as a schedule to this Tenancy Agreement together with any amended or new regulations reasonably made by the Landlord or SRS during this agreement
Room	means the room or self-contained flat of which you have exclusive use as specified in Box B.
Room Contents	means the furniture, fittings and equipment provided exclusively for your use in Your Room.
Services	means the provision of electricity, heating water and sewerage utility services to the Residences
SRS	Student Residences Services at the University who are sub-contractors to the Agent of the Residence

Start Date	means the start date of Your Tenancy as set out in Box A.
Student	Means the Tenant specified in Box A.
Tenancy Period	means the fixed term period set out in Box A..
Tenancy Agreement	means this agreement.
The University	Swansea University, Singleton Park, Swansea, SA2 8PP

3. GENERAL

1. Unless the context otherwise required, words in the singular should also be construed as plural and vice versa.

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2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
3. A reference to writing or written includes email.
4. Obligations in this tenancy agreement to do or not to do something include an obligation not to allow or permit that thing to be done or not done by another person.
4. To be eligible to live in this accommodation the Student must be enrolled as a full time studying student at the University. The Student acknowledges that this agreement is separate to and not conditional on how University delivers the Student's academic course.
5. This tenancy agreement is an assured shorthold tenancy agreement within the meaning of Section 19A of the Housing Act 1988.
6. Nothing in this Tenancy Agreement affects Swansea University's disciplinary powers set out in SRS' Residences Disciplinary Policy and Procedures.
7. The Student hereby authorises the Landlord and the Agent to use his/her personal data for all lawful purposes in connection with this Tenancy Agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the student or others or the Landlord's property) or for any other matters allowed by law.
8. In compliance with Section 48 of the Landlord and Tenant Act, 1987 notices under this Tenancy Agreement must be in writing and the Landlord's address for service of notices (including notices in legal proceedings) is set out at the start of this agreement.
9. Any notice served on the Landlord should be copied to SRS and sent to SRS at accommodation@swansea.ac.uk
This Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it.

4. GRANT OF TENANCY

1. The Landlord agrees to grant and the Student agrees to take the Room for the Contract Period on the conditions set out in this Tenancy Agreement.
2. The Student has the right to use the Contents and the Common Parts and the Residences Common Parts.

5. STUDENT'S OBLIGATIONS

The Student agrees with the Landlord and the SRS as follows:-

1. To comply with the Residence Regulations.
2. To inform The College of any changes in circumstances as soon as is reasonably possible.
3. To look after the keys and all other access devices for the Room, Flat and Residence. If the student fails to do so, the student is responsible for the reasonable costs incurred in replacing them.

6. FINANCIAL

1. To pay the Accommodation Fees on or before the Payment Dates without any deduction or set-off.
2. The Accommodation Fees are to be paid to the Agent, in accordance with the Residences Regulations.
3. To pay any Late Payment Charge to the Agent on demand if it has been outstanding for a period of 14 days or more.
4. To pay all charges, costs and sums properly due under this agreement in accordance with the Charges Policy which forms part of the Residences Regulations including paying the Landlord's or Agent's reasonably incurred costs in enforcing the Student's obligations or arising from a breach of those obligations.
5. The Student will be in breach of this agreement if the Student fails to pay the Accommodation Fees or other sums due under this agreement and the Landlord shall be entitled to use the statutory provisions in the Housing Act 1988 to recover possession of the Room or to take legal action to recover the unpaid Accommodation Fees or other sums

due.

6. The Landlord will seek to recover from the Student its costs and expenses (including those incurred on its behalf by the Agent) in connection with any legal proceedings.

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7. REPORTING

1. On checking-in to the Room to report via the online inventory any concerns in respect of the Room and or the Room Contents to the Landlord within 7 days.
2. To report to SRS any defect, damage or want of repair or failure of the Services or in respect of anything which the Landlord is required to repair under the terms of this Tenancy Agreement as soon as practicable and, in any event, within 24 hours of becoming aware of it.
3. To allow the Landlord and SRS (together with their agents and contractors) at reasonable times, after giving 24 hours' written notice, to enter the Room for the purpose of viewing, inspection, maintenance or repair (no notice being necessary for an emergency or where the need for repair was reported by the Student).
4. The Student will be responsible for any call-out fee or expense incurred by the Landlord or the Agent as a result of failing to allow a contractor to carry out works where reasonable arrangements have been made.

8. ACCOMMODATION

1. Not to use the Room for any other purpose other than as a study bedroom.
2. Not to use the Room or any part of the Residence for the purpose of conducting a business.
3. To Keep the Room clean and tidy.
4. To keep the Contents and (jointly with other students) the Common Parts and the Residences Common Parts in a clean, tidy and safe condition and free from obstruction.
5. To pay for any of the Contents which are damaged or removed in accordance with the Residences Regulations.
6. Not to bring additional furniture into the Room, Flat or Residence and to comply with the Residences Regulations regarding any equipment brought into the Room or the Flat.
7. Not to share, sub-let or transfer occupancy of the Room to any person. The Student must obtain the written permission of SRS if they want to swap rooms with another student and must obtain that permission before changing rooms.
8. To inform SRS of any changes in circumstances as soon as possible in respect of any matters which might affect this tenancy agreement including leaving the Residences, withdrawing from the University or suspending their studies.
9. The Tenant agrees to permit the Landlord or SRS to enter the Room for the purpose of showing it to prospective tenants, at any reasonable time and by prior appointment.
10. Not to park any motor vehicle of any kind (including electrically powered vehicles) on the Bay Campus.

VISITORS

Not to permit visitors to stay in the Room or the Flat or the Residences except that:-

11. Visitors (aged 18 years of age or more) may stay in the Room up to a **maximum of 2 nights at any one time** and on **no more than on 3 occasions per academic term**.
12. For students living in a Single-Sex accommodation, visitors staying overnight should be of the **same sex**.
13. Not to allow minors under the age of 18 years to stay in the room or any part of the Residence.
14. The Student is responsible for the conduct of all visitor(s) invited or otherwise.

9. GENERAL

1. Not to alter, cause, add to or do anything which may cause damage to any part of the Residence, the Flat, the Room, any Common Parts and any Contents, including but not limited to:-
2. Tampering with any firefighting equipment, electrical installation or machinery.

Causing a fire risk or in any way put the health and safety or security of others at risk.

3. Putting anything harmful or which is likely to cause blockage in any pipes or drains.

4. Remove anything from, affix to, change, damage or attempt to repair the structure or decorative finish.

5. Acting in such a way as to invalidate the Insurances.

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6. Not to behave in such a way that causes or may cause a nuisance, offence, disruption, harassment or persistent disturbance to others including other students in the Residence, the Landlord, SRS, their agents or contractors or any other person lawfully in the Residence.
7. Not to bring into the Room, Flat or the Residence any animal, bird, fish or reptile except assistance dogs which are permitted provided that SRS has been informed of their presence.
8. Not to consume alcohol if the Room is situated in a Residence or area of a Residence designated as 'Alcohol-free '.
9. Not to play loud music from any device or make such noise so that it is audible outside of the Room or the Flat between the hours of 11:00pm and 8:00am.
10. To comply with all reasonable requirements of the Landlord and the Agent in respect of the use of the Room and the Flat.
11. Breach of these conditions by the Student may result in the Landlord and/or the Agent taking steps to exclude the Student from the Room, Flat or Residence or seeking to obtain a possession order from the Court to end this tenancy agreement. In any such action, the Landlord and/or the Agent will seek to recover the costs which it incurs from the Student.

10. OTHER CONDITIONS

1. The Student is responsible for the conduct of all visitor(s) invited or otherwise.
2. The Student must comply with all regulations issued by the Landlord and/or SRS in relation to matters of fire safety and other health and safety obligations including all and any regulations which are required to comply with any laws, regulations or guidance issued by the Welsh Government, the Westminster Government, local authorities or other statutory bodies relating to public health matters.
3. To co-operate fully with the Landlord and with SRS in complying with all laws, statutes and regulations applying to the Landlord, the Agent or the Student in respect of the use and occupation of the Room, the Flat or the Residence.
4. The Landlord or SRS is entitled, at the Student's expense, to remove from any part of the Residence any article, object or piece of equipment which constitutes an obstruction, fire or health and safety risk. Items will, if requested (unless perishable), be returned to the Student at the end of the Tenancy Agreement.

11. LANDLORD'S OBLIGATIONS

1. The Landlord has engaged SRS to carry out some of its obligations under this Tenancy Agreement. The Landlord agrees with the Student to:-
 - a. To provide the Services.
 - b. To carry out the Repairs.
2. Neither the Landlord nor the Agent is liable to repair any damage caused by the Student unless the cost is met by the Student (any excess on the policy being payable by the Student).
3. Except in the case of an emergency, reported repairs or cleaning, to give the Student at least 24 hours notice before entering the Room.
4. Not to interrupt the Student's occupation of the Room more than is reasonably necessary to enable it to comply with its and the Landlord's obligations.
5. To provide the Insurance.
6. The Landlord, Agent and SRS agree not to disclose personal information obtained from the Student, except as permitted by this Tenancy Agreement or the Residences Regulations or in accordance with the law where there is a serious risk of harm to the Student, to others or to the Residence or other property belonging to the Landlord. Except where the student has given his/her permission on the Emergency contact details upon application.
7. The Agent will provide a full complaints procedure regarding accommodation, maintenance and service provision.
8. Further details are available from the Landlord.

12. ENDING THE TENANCY EARLY

1. The Tenancy Agreement is a fixed-term tenancy that cannot be brought to an end before the End Date and the Student is liable to pay the Accommodation Fees for the whole Tenancy Period unless the student Withdraws or Suspends studies.
2. The Student will be entitled to be released early from the Tenancy Agreement with the written consent of SRS if one of the following conditions apply:-
 - a. The Student does not commence their course at the University.
 - b. The Student is suspended from studying at the University.
 - c. The Student withdraws from studying at the university

and has:-

- a. Submitted to the University a Release from Accommodation Request Form.
- b. Obtained confirmation from the Academic Registry that they are Withdrawing/Suspending studies.
- c. The Student who is withdrawing from the university will have 6 weeks from submission of the form to depart your accommodation. This will allow you to stay in the accommodation to arrange future accommodation/travel plans.

13. TERMINATION OF TENANCY AGREEMENT

1. The Landlord can terminate this Tenancy agreement by serving Notice under Section 8 of the Housing Act 1988 relying upon any of the grounds set out in Schedule 2 to that Act. The Landlord must obtain a Court Order before it can recover possession of the Room.

14. END OF TENANCY

1. The Student must return the Room and the Room Contents to SRS in a clean and tidy condition.
2. The Student must remove all personal possessions from the Room.
3. The Student must ensure that all fridges and cupboards are clean and all perishable goods properly discarded.
4. If the Student's possessions are left in the Room or any part of the Residences after the end of this agreement, the Landlord is entitled to treat them as abandoned and the Student agrees that they can be removed and disposed of by the Landlord. The Student agrees that the Landlord is not obliged to store the goods for any period of time before it disposes of them.

15. TO ACCEPT THIS TENANCY AGREEMENT AND THE CONDITIONS CONTAINED

1. You can accept online by signing on to your accommodation account, you will be agreeing to the terms and conditions contained within this Tenancy.
2. Any student who accepts the offer of a place in residence does so on the understanding that the room is offered and accepted for the full term of the Tenancy Agreement. Other than in exceptional circumstances, it is not possible for a student to be released from his/her contract during the year.
3. "By entering your date of birth and student identification number / Signature below you will be agreeing to the obligations and terms contained in herein and will be entering into a legally binding agreement".

This section needs to be completed ONLY if you are unable to accept the contract online for PRE002

Student Signature: _____ Student Number: **123456**

Student Date of Birth: (dd/mm/yyyy) _____ Date: _____

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Signed: _____ On behalf of the Landlord

Signed: _____ On behalf of SRS

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