

Dear <SD:FullName>

Please be advised that your occupation contract is a legally binding agreement that is separate from your academic course or studies. It is important that you fully understand the financial commitment before accepting this agreement.

By entering into this contract, you agree to a fixed-term financial commitment for the full contract period. You will remain liable for accommodation fees (rent) for the duration of the contract, even if you do not move into the accommodation, unless you are formally released in writing by Residential Services in accordance with the University's release process.

Key Information About Your Occupation Contract

Your accommodation contract is a fixed-term agreement, which means:

1. You are renting the room for the full length of the contract.
2. Except where you have a statutory right to end the Occupation Contract under the Renting Homes (Wales) Act 2016 or otherwise by law, you cannot end the contract early unless a formal release is approved in accordance with the University's release process.
3. This contract does not have a break clause.

If you are unsure about any aspect of this agreement, you are encouraged to seek independent advice before accepting. Guidance is available from organisations such as Citizens Advice Cymru or Shelter Cymru.

If your circumstances change:

If, after accepting the accommodation offer, you:

1. Do not enrol.
2. Defer your studies.
3. Withdraw from your studies.
4. Suspend your studies.

You must submit a Release from Accommodation Contract Request Form as soon as possible.

This form constitutes your formal request to be released from your occupation contract. Requests are considered on a case-by-case basis, taking into account the circumstances and supporting information provided.

Notice & Financial Liability:

1. Submission of a release request does not automatically release you from your contract.
2. Where a request is approved, **a six-week notice period applies** from the date the request is submitted, during which you remain financially liable.
3. This administrative release process does not affect any statutory right you may have to end the Occupation Contract under the Renting Homes (Wales) Act 2016 or otherwise by law.
4. In some cases, alternative arrangements may be considered where appropriate and in line with policy.
5. Confirmation of the outcome will be provided once your student status has been verified with Academic Registry.

The information below includes the following:

1. **Room Allocation Summary:** An 'at a glance' summary of your room allocation details, including room specifics and fee information.
2. **Occupation Contract:** A Model Written Statement of a fixed-term standard occupation contract.
3. **Tenant's Guide:** Download and read the **Rent Smart Wales Tenants Guide**.
4. **Property Certificates:** View the property certificates here.

Accepting Your Occupation Contract

Before accepting this offer, please review the contract in full. We also recommend saving a copy for future reference.

To accept this occupation contract and the conditions contained within it:

1. **Online Acceptance:** Sign into your accommodation account and electronically sign your contract. This confirms your acceptance of the terms and conditions of the agreement, along with the Residence Regulations.
2. **Commitment to Full Term:** Commitment to Full Term: Your accommodation is allocated for the full fixed-term period. Except where you have a statutory right to end the Occupation Contract under the Renting Homes (Wales) Act 2016 or otherwise by law, early termination is not permitted unless a formal release request is approved in accordance with the University's release process
3. **Binding Agreement:** By accepting this contract online through your accommodation account, or by entering your date of birth and student ID (or signing below where required), you formally accept and agree to be legally bound by the obligations outlined in this contract for the full contract period.

If you have any questions, please get in touch with Residential Services before proceeding.

At a Glance Summary of room allocation details

OCCUPANT DETAILS -	
STUDENT NAME:	
STUDENT NUMBER	
OCCUPATION DATES:	
START DATE	
END DATE:	- 10am
ROOM ALLOCATION:	
SITE:	HALL: - ROOM NO:
BEDROOM TYPE:	Ensuite – (Quiet, Single Sex, Alcohol Free, Returner, PG etc., will be shown here
The Landlord and the Agent reserve the right to amend the room allocation before the Start Date where reasonably necessary for operational, welfare or maintenance reasons. Any change will be communicated to you in advance and, where the change alters a Key Matter of this Occupation Contract, the relevant contract documentation will be updated accordingly.	
Rent	
WEEKLY FEE:	£ 0.00
The rent for the Room for the period of the Occupation Contract is £0.00 and are payable on the following dates.	

1. IMPORTANT PAYMENT INFORMATION

6. Statements and invoices will be issued by the University Finance team and sent to the student's university email address, even where a parent or guardian has set up or makes the payment.
7. Rent must be paid by the specified Payment Dates. The student remains responsible for ensuring payments are made on time.
8. If you are unable to make a payment, you should contact the University Finance team before the relevant Payment Date.
9. Invoices will normally be sent to the student's university email account 7 days before each Payment Date and will include details of rent and any additional charges.
10. If payments are not received within 14 days of the relevant Payment Date, the University's Debt Management Policy may be applied.
11. For full details, please refer to the Finance Debt Management Policy

Communication: Once your tenancy starts, all communication regarding your accommodation will be sent to your student email address: 1234567@swansea.ac.uk.

MODEL WRITTEN STATEMENT OF A FIXED TERM STANDARD OCCUPATION CONTRACT FOR A TERM OF LESS THAN SEVEN YEARS

PART 1 - EXPLANATORY INFORMATION - FIXED TERM STANDARD OCCUPATION CONTRACT

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 after the occupation date that the written statement has not been provided, 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 dwelling, the occupation date, the amount of rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), 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 dwelling 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. 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.

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.

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 dwelling. Before a court makes such an order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied -

1. You have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling), and it is reasonable to evict you.
2. You are seriously in arrears with your rent (e.g., if the rental period is a month, at least two months' rent is unpaid)

Or

3. 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 evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling 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 dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. 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 home, you should first contact your landlord/Agent. 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. 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 other 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 - FIXED TERM STANDARD OCCUPATION CONTRACT

The key matters and information about the deposit and the landlord is set out below:

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

The key matters and information about the deposit and landlord are set out below. You should also refer to the Residence Regulations and Confirmation of Acceptance provided.

The Residence Regulations form part of the agreement and specifics and run alongside the Students Charter

The Confirmation of Acceptance is emailed to you automatically upon acceptance of the contract.

This contract is between:

PARTY	DETAILS
Landlord	UPP (SAC2) Limited, UPP, 1st Floor12 Arthur Street, London EC4R 9AB
Contract-holder	The student identified in the Key Matters section of this Written Statement, being the person entitled to occupy the Dwelling under this Fixed Term Standard Occupation Contract.
Agent	Residential Services, Swansea University, Singleton Park, Swansea SA2 8PP. The Landlord has appointed Residential Services as its managing agent in respect of this Occupation Contract. The Agent has subcontracted certain operational services to Student Residences Services (SRS), Swansea University, Singleton Park, Swansea, SA2 8PP.

TENANT DETAILS -	
STUDENT NAME:	
STUDENT NUMBER	
OCCUPATION DATES:	
START DATE	
END DATE:	- 10am
ROOM ALLOCATION:	
SITE:	
BEDROOM TYPE:	Self Catered - Ensuite- Room type displayed here
RENT:	
WEEKLY FEE:	££0.00

The rent for the Room for the period of the **occupation contract** are £0.00and are payable on the following dates

The total rent for the fixed term is £0.00

The initial Rent is ££0.00 **per week** which will be **payable as per the Schedule below** and in Term 1 of this contract:

Payment dates for Occupation Contracts of between 40 and 51 weeks

ACADEMIC YEAR 2026/2027	PERCENTAGE OF RENT	PAYMENT DATE
PAYMENT 1	34%	29/10/2026
PAYMENT 2	33%	28/01/2027
PAYMENT 3	33%	06/05/2027

Payment dates for Semester One Students

ACADEMIC YEAR 2026/2027	PERCENTAGE OF RENT	PAYMENT DATE	
PAYMENT 1	100%	29/10/2026	29/10/2026

Payment Dates for Semester Two / January Arrival Students

ACADEMIC YEAR 2026/2027	PERCENTAGE OF RENT	PAYMENT DATE
PAYMENT 1	50%	28/01/2027

PAYMENT 2	50%	06/05/2027
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Payment Dates for Occupation Contracts for Term 3 / March Intake Students

ACADEMIC YEAR 2026/2027	PERCENTAGE OF RENT	PAYMENT DATE
PAYMENT 1	100%	06/05/2027

The occupation date (when you can begin occupying the dwelling) is: Occupation Date

This fixed term standard contract will end on Occupation End Date- 10am

Advance rent is payable to the value of £100.00. *Not applicable for residents returning for a subsequent year of study.*

For more information about the holding of your advance rent payment see Terms 7 - 9.

You can contact the landlord:

PARTY	DETAILS
Landlord	UPP (SAC2) Limited , UPP, 1st Floor, 12 Arthur Street, London EC4R 9AB

Contract-holder

Name:

Signature:

Date:

Signed for and on behalf of the Landlord(s)

Name Sarah Morgan - Head of Residential Services

Signature **S.C. Morgan**

Date

Rent Smart Wales - Registration Number #LR-50148-61747

PART 3 - FUNDAMENTAL AND SUPPLEMENTARY TERMS - FIXED TERM STANDARD CONTRACT.

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

Fundamental terms that cannot be left out of this contract or changed¹ have **(F)** added after the term sub-heading. Fundamental terms that can be left out or changed have **(F+)** added. Supplementary terms have **(S)** added.

[Where additional terms are included] Additional terms have **(A)** added.

[Where any fundamental or supplementary term has been left out of the contract or otherwise changed]

Text omitted from a fundamental or supplementary term has been struck through and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”.

Similarly where a term is referring to something belonging to the contract-holder, it usually uses “your” rather than “the contract-holder's”.

¹ 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.

INDEX		
The terms are arranged under the following headings and in the following order:		
Contents:		
MODEL WRITTEN STATEMENT OF A FIXED TERM STANDARD OCCUPATION CONTRACT FOR A TERM OF LESS THAN SEVEN YEARS	4	
PART 1 - EXPLANATORY INFORMATION - FIXED TERM STANDARD OCCUPATION CONTRACT	4	
Key Matters	4	
Fundamental Terms	4	
Supplementary Terms	4	
Additional Terms	4	
PART 2 - KEY MATTERS - FIXED TERM STANDARD OCCUPATION CONTRACT	5	
PART 3 - FUNDAMENTAL AND SUPPLEMENTARY TERMS - FIXED TERM STANDARD CONTRACT.	7	
1	Definitions	10
2	Interpretation	11
3	Fixed Term Standard Occupation Contract Fundamental and Supplementary Terms	11
Rent and Other Charges.		12
4	Payment of rent and other charges (A)	12
5	Receipt of rent or other consideration (S)	12
6	Managing Agent (A)	12
7	Student Status/Enrolment (A)	12
8	Periods when the dwelling is unfit for human habitation (S)	12
9	Right of set off (F+)	12
Deposit		12
10	Form of security (F+)	12
11	Advance Rent Payment (A)	13
12	Requirement to use a deposit scheme (F)	13
Prohibited conduct.		13
13	Anti-social behaviour and other prohibited conduct (F)	13
Prohibition of discrimination against people with children and benefits claimants		14
13A	Right for children to live at or visit dwelling (F+)	14
13B	Right to claim benefits (F+)	14
Control of the Dwelling		14
14	Use of the dwelling by the contract holder General (A)	14
15	Use of the dwelling by the contract-holder for business use (S)	14
16	Visitors (A)	14
17	Parking (A)	14
18	Pets (A)	15
19	Permitted occupiers who are not lodgers or sub-holders (S)	15
20	Right to occupy without interference from the landlord (F+)	15
21	Landlord's right to enter the dwelling Repairs (F+)	15
22	Landlord's right to enter the dwelling repairs to fixtures and fittings (S)	15

23	Call-out charges (A)	15
24	Landlord's right to enter the dwelling Viewings (A)	15
25	Landlord's right to enter the dwelling Emergencies (S)	15
Care of the dwelling contract-holder's responsibilities		16
26	Duty to take care of the dwelling (S)	16
27	Duty to take care of the dwelling Cont. (A)	16
28	Duty to care for the Contents and Common Parts (A)	16
29	Duty to notify landlord of defect or disrepair (S)	16
Care of the dwelling: landlord's obligations		16
30	Landlord's obligation: fitness for human habitation (F+)	16
31	Landlord's obligation to keep a dwelling in repair (F+)	17
32	Further landlord obligations in relation to terms 30 and 31 (F+)	17
33	Limits on landlord obligations in relation to terms 30 and 31: General (F+)	17
34	Limits on landlord obligations in relation to terms 30 and 31: contract-holder's fault (F+)	17
35	Limits on landlord obligations in relation to terms 30 and 31: notice (F+)	18
36	Rights of permitted occupiers (F+)	18
37	Insurance (A)	18
Making changes to the dwelling or utilities		18
38	Changes to the dwelling (S)	18
39	Changes to the provision of utilities to the dwelling (S)	18
Security and safety of the dwelling: contract-holder's responsibilities		18
40	Security of the dwelling during unoccupied periods (S)	19
41	Security of the dwelling locks (S)	19
Creating a sub-tenancy or sub-licence, transferring the contract, or taking out a mortgage		19
42	Permissible forms of dealing (F+)	19
43	Sharing, sub-letting, and transferring the dwelling (A)	19
44	Permitting lodgers (F+)	19
45	Provisions about adding a joint contract-holder (F+)	19
46	Joint contract-holder ceasing to be a party to a contract survivorship (F)	19
Termination of contract general		20
47	Permissible termination etc. (F)	20
48	Termination by agreement (F+)	20
49	Repudiatory breach by landlord (F+)	20
50	Death of a sole contract-holder (F)	20
51	Contract-holders' obligations at the end of the contract (S)	20
52	Repayment of rent or other consideration (S)	21
53	Early termination by contract-holder (F+)	21
54	Termination of the contract with joint contract holders (F+)	21
Termination by the landlord: possession claims and possession notices		21
55	Possession claims (F)	21
56	Possession notices (F+)	21
Termination by landlord: grounds for making a possession claim.		21

57	Breach of contract (F+)	21
58	Restrictions on making a possession claim in relation to a breach of contract (F+)	21
59	Estate management grounds (F+)	22
60	Restrictions on making a possession claim under term 59 (estate management grounds) (F+)	22
61	Serious Rent Arrears (F+)	22
62	Restrictions on making a possession claim under term 61 (serious rent arrears) (F+)	23
Court's Order for possession		23
63	Effect of order for possession (F+)	23
Variation		23
64	Variation (F except 64(1)(a) which is F+).	23
65	Limitation on variation (F)	23
Written Statements and information provided by landlord.		24
66	Written statements (F+)	24
67	Written statement of variation (F+)	24
68	Provision of information by landlord about the landlord (F+)	24
69	Compensation for breach of term 68 (F+)	24
70	False statement inducing landlord to make contract to be treated as breach of conduct (F)	25
ANNEX A ESTATE MANAGEMENT GROUNDS		27
5. IMPORTANT NOTICE		28
71	1. Data Protection and Privacy	28
72	2. Accessibility and Disability Support	28
73	3. Pastoral and Welfare Support	28
74	4. Digital Access and Acceptable Use	28
75	5. Inventory and Disputes	28
76	6. Student Conduct and Misconduct Procedures	28
77	7. Equality, Diversity and Anti-Harassment	28
78	8. Community Behaviour and Quiet Hours	29
79	9. Sustainability and Environmental Responsibility	29
NOTICE OF LANDLORD'S ADDRESS		28

1. Definitions	
In this contract the following definitions apply:	
Agent:	Refers to Residential Services acting on behalf of the Landlord.
Common Part(s):	refers to any areas shared with other residents in the Flat, including the kitchen, hallways, bathroom, and other communal areas solely serving the Flat.
Contents:	refers to the Dwelling Contents, the Flat Contents, and the Residence Contents.
Dwelling Contents:	refers to the furniture, fittings and equipment provided exclusively for your use in the dwelling.
Flat:	refers to the part of the Residence in which the Dwelling is located and may include the Common Parts. If your dwelling is self-contained (i.e., you have exclusive use of a kitchen) then Flat refers to the dwelling.
Flat Contents:	refers to all furniture, fittings and equipment provided for the use of all residents in the Flat.
Insurances:	refers to the insurance policies obtained by the Landlord in respect of:
	1) all those risks which the University considers necessary to insure against in respect of the Residence and the Contents; and
	2) to provide block insurance cover for personal possessions kept in the dwelling or the Residence as outlined in the policy.
Interest Rate:	Means an annual rate of interest not exceeding 3% above the Bank of England Base Rate from time to time in force, or such other rate as may lawfully be permitted under applicable legislation.
Late Payment Charge:	refers to the charge (at the Interest Rate) made by the Landlord in respect of all or any part of the Rent not paid within 14 days of the Relevant Payment Date, and which are charged at the Interest Rate.
Payment Dates:	the dates shown in the Key Matters.
Residence:	refers to the building where the dwelling is located, as set out in the Key Matters.
Residence Common Parts:	refers to any areas shared with other residents of the Residence, including a common room, hallways, outside areas, and any other communal area shared by residents.
Residence Contents:	refers to all furniture, fittings and equipment provided for the use of all residents in the Residence.
Services:	refers to the provision of electricity, heating, water, and sewerage utility services to the Residences.
SRS:	refers to Student Residences Services at the University, who are subcontractors to the Agent of the Residence. The Landlord has engaged SRS to conduct some of its obligations under this contract.
The University:	Refers to Residential Services department of Swansea University, acting as managing agent on behalf of the Landlord in relation to the management and operation of the accommodation.

2. Interpretation

1. Unless the context otherwise requires, words in the singular should also be construed as plural and vice versa.
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 contract 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.
5. Nothing in this contract affects Swansea University's disciplinary powers set out in SRS' Residences Disciplinary Policy and Procedures.

6. Save as expressly provided, this contract is not intended to confer any benefit to anyone who is not a party to it.

3. Fixed Term Standard Occupation Contract Fundamental and Supplementary Terms

1. The fundamental and supplementary terms of this fixed-term standard contract are set out in this Part.
2. Fundamental terms that cannot be left out of this contract or changed have (F) added after the term sub-heading.
3. Fundamental terms that can be left out or changed have (F+) added.
4. Supplementary terms have (S) added.
5. Additional terms have (A) added.
6. Text omitted from a fundamental or supplementary term has been struck through and any new text is shown in CAPITALS.
7. Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder.”
8. Similarly, where a term is referring to something belonging to the contract-holder, it usually uses “your” rather than “the contract-holder’s.”
9. Footnotes do not form part of the terms of this contract but have been included where that is helpful.

Rent and Other Charges.

4. Payment of rent and other charges (A)

1. You must pay the Rent on or before the Payment Dates, without any deduction or set off save as allowed by Term 9. Payment is to be made to the Agent in accordance with the Residence Regulations.
2. Payments for the Rent must be received by the Payment Dates and you are responsible for making the payment. If you are unable to make a payment, please contact the University's finance office before the relevant Payment Date.
3. An invoice will be sent to your university e-mail address 7 days before the relevant Payment Date and will include Rent and any other charges added to the account. 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 Rent. Please check the invoice carefully.
4. Payments received more than fourteen (14) days after the relevant Payment Date will follow the Debt Management Policy which can be found in the Residence Regulations.
5. You must pay any Late Payment Charge to the Agent on demand if the Rent has been outstanding for a period of 14 days or more.
6. You must pay any charges, costs or sums properly and lawfully due under this agreement in accordance with the Charges Policy forming part of the Residence Regulations. Any payment required as a result of a breach of this agreement will only be charged where permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 and other applicable legislation, and will not exceed any applicable statutory limit.”

5. Receipt of rent or other consideration (S)

Statements will be sent to your university e-mail address, even where a parent or guardian sets up the payment.

Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration paid or provided under the contract.

6. Managing Agent (A)

The landlord is able to delegate tasks relating to the management of this contract to the Agent shown in the Key Matters at any time.

You agree to co-operate with the Agent at all times.

7. Student Status/Enrolment (A)

To be eligible to live in this accommodation you must be enrolled as a full-time studying student at the University. You acknowledge that this contract is separate to and not conditional on how University delivers your academic course.

8. Periods when the dwelling is unfit for human habitation (S)

You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation.

9. 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.

Deposit

10. Form of security (F+)

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

- a. money,
- or
- b. a guarantee.

No deposit is required under this contract unless expressly stated in the Key Matters.

11. Advance Rent Payment (A)

You must pay the Advance Rent Payment shown in the Key Matters within 3 days of receiving the accommodation offer.

The Advance Rent Payment is a payment of rent in advance and is not a deposit.

The Advance Rent Payment will be credited towards your first rent instalment.

If this contract ends before the occupation date in circumstances where you are entitled to repayment under this contract or by law, the Advance Rent Payment will be repaid. Otherwise, its treatment will be in accordance with the Key Matters and Residence Regulations.

This does not affect the Landlord's right to recover any further sums due under the contract.

12. Requirement to use a deposit scheme (F)

A deposit is a separate form of security from rent and will only apply if expressly stated in the Key Matters.

Where a deposit is taken under this contract (or paid on your behalf), it must be protected in an authorised deposit scheme in accordance with the Renting Homes (Wales) Act 2016.

Within 30 days of receiving any deposit, the Landlord will:

- a. comply with the initial requirements of the authorised deposit scheme; and
- b. provide you (and any person who paid the deposit on your behalf) with the prescribed information.

The prescribed information will include details of:

- a. the authorised deposit scheme used;
- b. confirmation of compliance with the scheme requirements; and
- c. how the deposit is managed, including your rights under the Act.

Prohibition of discrimination against people with children and benefits claimants

Prohibited conduct.

13. Anti-social behaviour and other prohibited conduct (F)

- (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)
 - (a) to live in the dwelling subject to this contract, or
 - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

- (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity
 - (a) in the dwelling subject to this contract, or
 - (b) in the locality of that dwelling.
- (3) You must not engage or threaten to engage in conduct
 - (a) capable of causing nuisance or annoyance to
 - (i) the landlord, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
 - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) You must not, by any act or omission
 - (a) allow, incite, or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term or
 - (b) allow, incite, or encourage any person to act as mentioned in paragraph (4) of this term.

Prohibition of discrimination against people with children and benefits claimants

13A. Right for children to live at or visit dwelling (F+)

- (1) Subject to paragraph (2) of this term, you may permit a person who has not reached the age of 18 to live in or visit the dwelling.
- (2) The landlord must not interfere with or restrict the exercise of your right under paragraph (1) of this term, unless the interference or restriction is a proportionate means of achieving a legitimate aim.

13B. Right to claim benefits (F+)

The landlord must not prohibit you from being a benefits claimant within the meaning given by section 8J of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019.

Control of the Dwelling

14. Use of the dwelling by the contract holder General (A)

The accommodation provided under this Occupation Contract is intended for use by students who are actively enrolled and undertaking a programme of study at Swansea University.

Where a resident withdraws from studies, suspends studies, fails to enrol, or otherwise ceases to be a registered student, the University may determine that the resident is no longer eligible to occupy the accommodation and may require the contract-holder to seek a release from the Occupation Contract in accordance with the University's release process

Where you cease to be enrolled as a student of Swansea University, you must notify Residential Services as soon as reasonably practicable. In such circumstances, you will be required to request a release from this Occupation Contract in accordance with the University's release process. Any such request will be considered in line with the Renting Homes (Wales) Act 2016 and the terms of this agreement. Until you are formally released in writing, you will remain liable for the obligations of this contract.

- 1. You must use the dwelling solely as a study bedroom and for residential purposes.
- 2. You have the right to use the Contents, the Common Parts, and the Residence Common Parts in accordance with this contract.
- 3. You must comply with the Residence Regulations, which form part of this agreement.
- 4. You must not do anything which may invalidate or adversely affect the Insurances.
- 5. You must not consume alcohol where the dwelling is located within a Residence or area designated as alcohol-free.
- 6. You must not create noise, including playing music, that is audible outside the dwelling or Flat between 23:00 and 08:00.

7. You must comply with all reasonable requirements of the Landlord and/or the Agent relating to the use and occupation of the dwelling and the Flat.
8. You must comply with all regulations issued by the Landlord and/or SRS relating to fire safety, health and safety, and any applicable legal or regulatory requirements, including those issued by the Welsh Government, UK Government, local authorities, or other statutory bodies.
9. You must co-operate fully with the Landlord and SRS in complying with all applicable laws, statutes, and regulations relating to the dwelling, Flat, and Residence.
10. You must inform the Residential Services as soon as reasonably practicable of any change in circumstances which may affect this contract, including (but not limited to) withdrawal, suspension, deferral, or leaving the Residence.
11. If you breach any of the obligations set out in this agreement, this may constitute a breach of contract. The Landlord and/or the Agent may take appropriate action in accordance with the Renting Homes (Wales) Act 2016, including seeking possession through the Court where it is reasonable to do so. The Landlord and/or the Agent may also seek to recover any reasonable costs incurred as a result of your breach, where permitted by law.

15. Use of the dwelling by the contract-holder for business use (S)

You must not carry on or permit any trade or business at the dwelling without the landlord's consent.

16. Visitors (A)

- (1) You may permit visitors to visit the dwelling, Flat or Residence, subject to this Occupation Contract and the Residence Regulations.
- (2) Overnight visitors aged 18 or over may stay for a maximum of 2 nights at any one time and on no more than 3 occasions during each academic term, unless otherwise agreed in writing by Residential Services.
- (3) Persons under the age of 18 may live in or visit the dwelling in accordance with Term 13A. Any restriction on an overnight stay by a person under the age of 18 will only be applied where it is necessary and proportionate to achieve a legitimate aim, having regard to matters such as safeguarding, fire safety, occupancy limits, suitability of the accommodation and the welfare and privacy of residents.
- (4) Where accommodation is designated as single-sex accommodation, reasonable visitor arrangements may be applied where necessary and proportionate to protect the privacy, dignity, safety or welfare of residents.
- (5) You are responsible for the conduct of visitors you invite into the dwelling, Flat or Residence.

17. Parking (A)

You must not park any motor vehicle of any kind (including electrically powered vehicles) on the Campus except where parking is expressly permitted by the University, including where permission has been granted as a reasonable adjustment or for another authorised reason. Any permitted parking is subject to the University's applicable parking arrangements.

18. Pets (A)

You must not bring into the dwelling, Flat or Residence any animal, bird, fish or reptile without the prior written consent of Residential Services. This restriction does not prevent the keeping of an assistance animal where required as a reasonable adjustment. Residential Services should be informed as early as reasonably practicable so that any necessary arrangements, risk assessments or reasonable adjustments can be put in place.

19. Permitted occupiers who are not lodgers or sub-holders (S)

You may permit persons who are not lodgers or sub-holders to live in the dwelling as a home.

YOU MAY NOT PERMIT ANOTHER PERSON TO OCCUPY THE DWELLING AS THEIR HOME WHERE THE DWELLING IS DESIGNATED FOR SINGLE OCCUPANCY, UNLESS THE LANDLORD HAS AGREED OTHERWISE IN WRITING. ANY RESTRICTION ON ADDITIONAL OCCUPATION WILL ONLY BE APPLIED WHERE NECESSARY AND PROPORTIONATE, HAVING REGARD TO OCCUPANCY LIMITS, SAFEGUARDING, FIRE SAFETY, HEALTH AND SAFETY, SUITABILITY OF THE ACCOMMODATION AND THE WELFARE AND PRIVACY OF RESIDENTS.

NOTHING IN THIS TERM PREVENTS A PERSON UNDER THE AGE OF 18 FROM LIVING IN OR VISITING THE DWELLING IN ACCORDANCE WITH TERM 13A.

20. Right to occupy without interference from the landlord (F+)

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

21. Landlord's right to enter the dwelling Repairs (F+)

- (1) The landlord may enter the dwelling at any reasonable time for the purpose of
 - (a) inspecting its condition and state of repair, or
 - (b) carrying out works or repairs needed in order to comply with the obligations set out **in terms 30 and 31** of this contract.
- (2) The landlord must give at least 24 hours' notice to you before exercising that right.
- (3) Paragraph (4) of this term applies where
 - (a) the dwelling forms part only of a building, and
 - (b) in order to comply with the obligations set out **in terms 30 and 31**, the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with the obligations under terms 30 and 31 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.

22. Landlord's right to enter the dwelling - repairs to fixtures and fittings (S)

- (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 29(3) and (4), 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.
- (2) But the landlord must give you at least 24 hours' notice before entering the dwelling.

23. Call-out charges (A)

Where reasonable arrangements have been made for a contractor to attend the dwelling and you fail, without reasonable excuse, to provide agreed access in breach of this contract, you may be required to reimburse the Landlord or Agent for the reasonable and evidenced additional cost directly incurred as a result, but only where such a payment is permitted by the Renting Homes (Fees etc.) (Wales) Act 2019 and other applicable legislation.

24. Landlord's right to enter the dwelling Viewings (A)

You must permit the Landlord or SRS to enter the dwelling for the purpose of showing it to prospective contract-holders, at any reasonable time by prior appointment.

25. Landlord's right to enter the dwelling Emergencies (S)

- (1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.
- (2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.
- (3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- (4) For the purposes of paragraph (1) of this term, an emergency includes
 - (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and

- (b) 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 dwelling or other persons in the vicinity of the dwelling.

Care of the dwelling contract-holder's responsibilities

26. Duty to take care of the dwelling (S)

- (1) You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must
 - (a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in any inventory
 - (b) keep the dwelling clean and tidy.
 - (c) keep the dwelling in a state of reasonable decorative order.
 - (d) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord,
 - (e) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

27. Duty to take care of the dwelling Cont. (A)

- (1) You must not alter, cause, add to or do anything which may cause damage to any part of the Residence, the Flat or the dwelling, any Common Parts, and any Contents, including but not limited to:
 - (a) Tampering with any firefighting equipment, electrical installation, or machinery.
 - (b) Causing a fire risk or in any way put the health and safety or security of others at risk.
 - (c) Putting anything harmful or which is likely to cause blockage in any pipes or drains.
 - (d) Remove anything from, affix to, change, damage or attempt to repair the structure or decorative finish.
- (2) The Landlord or SRS is entitled, at your 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 you at the end of the contract.

28. Duty to care for the Contents and Common Parts (A)

- (1) You must keep the Contents and (jointly with other residents) the Common Parts and the Residences Common Parts in a clean, tidy, and safe condition and free from obstruction.
- (2) You must pay for any of the Contents which are damaged or removed in accordance with the Residences Regulations.
- (3) You must not bring additional furniture into the dwelling, Flat or Residence and comply with the Residences Regulations regarding any equipment brought into the dwelling or Flat.

29. Duty to notify landlord of defect or disrepair (S)

- (1) You must notify the Landlord or SRS as soon as reasonably practicable after becoming aware of any fault, defect, damage, disrepair or failure of services which you reasonably believe requires attention. Any matter presenting an immediate risk to health, safety, security or the property must be reported as soon as reasonably practicable using the emergency reporting arrangements.
- (2) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage, or disrepair which you reasonably believe is the landlord's responsibility.
- (3) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any 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 any inventory, or replace them.
- (4) The circumstances in which paragraph (3) 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 by you, any permitted occupier or any person visiting the dwelling.

Care of the dwelling: landlord's obligations

30. Landlord's obligation: fitness for human habitation (F+)

- (1) The landlord must ensure that the dwelling is fit for human habitation

- (a) on the occupation date of this contract, and
 - (b) for the duration of this contract.
- (2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

31. Landlord's obligation to keep a dwelling in repair (F+)

- (1) The landlord must
 - (a) keep in repair the structure and exterior of the dwelling (including drains, gutters, and external pipes), and
 - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must
 - (a) 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
 - (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either
 - (i) forms part of any part of the building in which the landlord has an estate or interest, or
 - (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- (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.

32. Further landlord obligations in relation to terms 30 and 31 (F+)

- (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 30 and 31.
- (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 30 and 31.

33. Limits on landlord obligations in relation to terms 30 and 31: General (F+)

- (1) Term 30(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) The landlord's obligations under terms 30(1) and 31(1) do not require the landlord
 - (a) to keep in repair anything which you are entitled to remove from the dwelling, or
 - (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.
- (3) If the dwelling forms part only of a building, the landlord's obligation under terms 30(1) and 31(2) 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.
- (4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term, are fire, storm, flood, or other inevitable accident.
- (5) Term 31(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
 - (a) the dwelling, or
 - (b) the common parts that you are entitled to use under this contract.

34. Limits on landlord obligations in relation to terms 30 and 31: contract-holder's fault (F+)

- (1) Term 30(1) does not impose any liability on the landlord if the dwelling 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 dwelling.
- (2) The landlord is not obliged by term 31(1) or (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 dwelling.
- (3) Lack of care means a failure to take proper care
 - (a) of the dwelling, or

- (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract
- (4) WHERE THE LANDLORD INCURS A REASONABLE AND EVIDENCED COST OF REPAIR AS A DIRECT RESULT OF AN ACT OR OMISSION AMOUNTING TO A LACK OF CARE BY YOU OR A PERMITTED OCCUPIER, YOU MAY BE REQUIRED TO REIMBURSE THAT COST TO THE EXTENT THAT IT IS LAWFULLY RECOVERABLE.

35. Limits on landlord obligations in relation to terms 30 and 31: notice (F+)

- (1) The landlord's obligations under term 30(1)(b) and under term 31(1) and (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.
- (2) The landlord complies with the obligations under term 30(1)(b) and under term 31(1) and (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.
- (3) If
 - (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"); and
 - (b) 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 30(1) or 31(1) or (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.

36. Rights of permitted occupiers (F+)

- (1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 30 and 31, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

37. Insurance (A)

- (1) The Landlord will provide the insurance.

Making changes to the dwelling or utilities

38. Changes to the dwelling (S)

- (1) You must not make any alteration to the dwelling without the consent of the landlord.
- (2) For the purposes of paragraph (1) of this term, "alteration" includes
 - (a) any addition to or alteration of the fixtures and fittings in the dwelling;
 - (b) the erection of an aerial or satellite dish;
 - (c) the erection, removal or structural alteration of sheds, garages or any other structures in the dwelling; and
 - (d) the carrying out of external decoration to the dwelling.

39. Changes to the provision of utilities to the dwelling (S)

- ~~(1) You must not change or arrange to change any supplier of electricity, gas or other fuel, water, sewerage, telephone, internet, cable television or satellite television services provided to the dwelling as part of the accommodation arrangements.~~
- (1) WHERE ELECTRICITY, GAS OR OTHER FUEL, WATER, SEWERAGE, TELEPHONE, INTERNET, CABLE TELEVISION OR OTHER COMMUNICATION SERVICES ARE SUPPLIED TO THE DWELLING UNDER ARRANGEMENTS MADE BY THE LANDLORD, AGENT OR UNIVERSITY AS PART OF THE ACCOMMODATION ARRANGEMENTS, YOU MUST NOT CHANGE OR ATTEMPT TO CHANGE THE SUPPLIER.
- (2) You must not install, remove or arrange for the installation or removal of any service installation without the Landlord's prior written consent.
- (3) NOTHING IN THIS TERM PREVENTS YOU FROM OBTAINING AN INDIVIDUAL COMMUNICATION OR SUBSCRIPTION SERVICE WHICH DOES NOT ALTER THE LANDLORD'S INSTALLATIONS, INTERFERE

WITH SERVICES PROVIDED TO THE DWELLING OR RESIDENCE, OR OTHERWISE BREACH THIS CONTRACT.

Security and safety of the dwelling: contract-holder's responsibilities

40. Security of the dwelling during unoccupied periods (S)

If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord in writing as soon as reasonably practicable.

41. Security of the dwelling locks (S)

- (1) You must take reasonable steps to ensure that the dwelling is secure.
- (2) YOU MUST NOT CHANGE, REPLACE, REMOVE OR ALTER ANY LOCK OR ELECTRONIC ACCESS-CONTROL DEVICE FORMING PART OF THE UNIVERSITY OR RESIDENCE ACCESS-CONTROL SYSTEM WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDLORD OR AGENT.
- ~~(3) Consent will not be unreasonably withheld where a change is reasonably required for security, accessibility or another legitimate reason.~~
- (3) CONSENT WILL NOT BE UNREASONABLY WITHHELD WHERE A CHANGE IS REASONABLY REQUIRED FOR SECURITY, ACCESSIBILITY OR ANOTHER LEGITIMATE REASON.
- ~~(4) Where a change is agreed, you must ensure that the security of the dwelling is not reduced and provide the Landlord or Agent with any key, access code or access device reasonably required for management and emergency access.~~
- (4) WHERE A CHANGE IS AGREED, YOU MUST ENSURE THAT THE SECURITY OF THE DWELLING IS NOT REDUCED AND MUST PROVIDE THE LANDLORD OR AGENT WITH ANY REPLACEMENT KEY, ACCESS CODE OR ACCESS DEVICE REASONABLY REQUIRED FOR MANAGEMENT, MAINTENANCE AND EMERGENCY ACCESS.
- ~~(5) You are responsible for the reasonable cost of replacing keys or access devices lost or damaged through your fault.~~
- (5) YOU MAY BE RESPONSIBLE FOR THE REASONABLE ACTUAL COST OF REPLACING ANY KEY OR ACCESS DEVICE LOST OR DAMAGED THROUGH YOUR FAULT, SUBJECT TO THE RENTING HOMES (FEES ETC.) (WALES) ACT 2019 AND ANY APPLICABLE STATUTORY LIMITS.

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

42. Permissible forms of dealing (F+)

- (1) You may not deal with this contract, the dwelling, or any part of the dwelling except
 - (a) in a way permitted by this contract, or
 - (b) in accordance with a family property order (see section 251 of the Act).
- (2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling, or any part of the dwelling), except
 - (a) in a way permitted by this contract, or
 - (b) in accordance with a family property order.
- (3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term
 - (a) the transaction is not binding on the landlord, and
 - (b) you or a joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- (4) "Dealing" includes
 - (a) creating a tenancy or creating a licence which confers the right to occupy the dwelling.
 - (b) transferring.
 - (c) mortgaging or otherwise charging.

43. Sharing, sub-letting, and transferring the dwelling (A)

- (1) You must not share, sub-let, or transfer occupancy of the dwelling to any person.
- (2) You must obtain the written permission of SRS if you want to swap rooms with another student and must obtain that permission before changing rooms.

44. Permitting lodgers (F+)

You must not allow persons to live in the dwelling as lodgers without the landlord's consent.
Provisions about joint contract-holders

45. Provisions about adding a joint contract-holder (F+)

- (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 this contract.
- (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.

46. Joint contract-holder ceasing to be a party to a contract survivorship (F)

- (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
 - (a) fully entitled to all the rights under this contract, and
 - (b) liable to perform fully every obligation owed to the landlord under this contract.
- (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 this contract.
- (3) Nothing in paragraph (1) or (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 this contract.
- (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 this contract are transferred in accordance with this contract.

Termination of contract general

47. Permissible termination etc. (F)

- (1) This contract may be ended only in accordance with
 - (a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9, which are set out in terms 47 to 50, 53 to 63 and term 70, or
 - (b) any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- (2) Nothing in this term affects
 - (a) any right of the landlord or contract-holder to rescind this contract, or
 - (b) the operation of the law of frustration.

48. Termination by agreement (F+)

- (1) If the landlord and you agree to end this contract, this contract ends
 - (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
 - (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- (2) An occupation contract is a substitute contract if
 - (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - (b) you were also the contract-holder under the original contract.

49. Repudiatory breach by landlord (F+)

If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

50. Death of a sole contract-holder (F)

- (1) If you are the sole contract-holder, this contract ends
 - (a) one month after your death, or
 - (b) if earlier, when the landlord is given notice of your death by the authorised persons.
- (2) The authorised persons are

- (a) your personal representatives, or
- (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- (3) This contract does not end if under section 74 (persons qualified to succeed) of the Act, one or more persons are qualified to succeed you.
- (4) This contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.
- (5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends
 - (a) when the order ceases to have effect, or
 - (b) if later, at the time this contract would end under paragraph (1) of this term.

51. Contract-holders' obligations at the end of the contract (S)

- (1) When you vacate the dwelling at the end of this contract, you must
 - (a) remove from the dwelling all property belonging
 - (i) to you, or
 - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
 - (b) return any property belonging to the landlord to the position that the property was in on the occupation date,
 - (c) return to the landlord all keys which enable access to the dwelling, 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 dwelling
 - (d) return the dwelling and the dwelling contents in a clean and tidy condition
 - (e) ensure that all fridge/freezers and cupboards are left clean and that all perishable food and other items are removed and appropriately disposed of.
- (2) IF ANY PROPERTY BELONGING TO YOU OR A PERMITTED OCCUPIER IS LEFT IN THE DWELLING AFTER THE CONTRACT HAS ENDED, THE LANDLORD MAY REMOVE, SAFEGUARD, STORE, SELL OR OTHERWISE DISPOSE OF THAT PROPERTY ONLY IN ACCORDANCE WITH APPLICABLE LAW. WHERE STATUTORY PROVISIONS RELATING TO THE SAFEGUARDING OF PROPERTY LEFT IN AN ABANDONED DWELLING APPLY, THE LANDLORD WILL COMPLY WITH THE RENTING HOMES (WALES) ACT 2016 AND APPLICABLE REGULATIONS. YOU MAY BE REQUIRED TO REIMBURSE THE LANDLORD FOR REASONABLE AND EVIDENCED COSTS OF REMOVAL OR STORAGE TO THE EXTENT THAT THOSE COSTS ARE LAWFULLY RECOVERABLE.

52. Repayment of rent or other consideration (S)

The landlord must repay, within a reasonable time of the end of this contract, to you any prepaid rent or other consideration which relates to any period falling after the date on which this contract ends.

Termination by the contract-holder

53. Early termination by contract-holder (F+)

- (1) You may end this contract at any time before the earlier of
 - (a) the landlord giving you a written statement of this contract under term 66(1), or
 - (b) the occupation date.
- (2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract.
- (3) On giving the notice to the landlord, you
 - (a) cease to have any liability under this contract, and
 - (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

54. 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.

Termination by the landlord: possession claims and possession notices

55. Possession claims (F)

The landlord may make a claim to the court for recovery of possession of the dwelling 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 57 to 62 and 70.

56. Possession notices (F+)

- (1) This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim
 - (a) term 58 (in relation to a breach of contract by a contract-holder).
 - (b) term 60 (in relation to estate management grounds).
 - (c) term 62 (in relation to serious rent arrears).
- (2) The notice must (in addition to specifying the ground on which the claim will be made)
 - (a) state the landlord's intention to make a possession claim,
 - (b) give particulars of the ground for seeking possession, and
 - (c) state the date after which the landlord is able to make a possession claim.

Termination by landlord: grounds for making a possession claim.

57. Breach of contract (F+)

- (1) If you breach this contract, the landlord may make a possession claim on that ground.
- (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).

58. Restrictions on making a possession claim in relation to a breach of contract (F+)

- (1) Before making a possession claim on the ground in term 57, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of term 13 (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.
- (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.
- (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.

59. Estate management grounds (F+)

- (1) The landlord may make a possession claim on one or more of the estate management grounds.
- (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.
- (3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless
 - (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
 - (b) 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).
- (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 dwelling.
- (5) Paragraph (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).

60. Restrictions on making a possession claim under term 59 (estate management grounds) (F+)

- (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim
 - (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (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.
- (4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)
 - (a) 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
 - (b) after the end of the period of twelve months starting with that day.
- (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.

61. Serious Rent Arrears (F+)

- (1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.
- (2) You are seriously in arrears with your rent:
 - (a) where the rental period is a week, a fortnight, or four weeks, if at least eight weeks' rent is unpaid.
 - (b) where the rental period is a month, if at least two months' rent is unpaid.
 - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears.
 - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears
- (3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you:
 - (a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice and are seriously in arrears with your rent on the day on which the court hears the possession claim.

62. Restrictions on making a possession claim under term 61 (serious rent arrears) (F+)

- (1) Before making a possession claim on the ground in term 61, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim:
 - (a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
 - (b) after the end of the period of six months starting with that day.

Court's Order for possession

63. Effect of order for possession (F+)

- (1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends
 - (a) if you give up possession of the dwelling on or before that date, on that date,
 - (b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling,or
 - (c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Paragraph (3) of this term applies if
 - (a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

- (b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.
- (3) This contract ends immediately before the occupation date of the new contract.

Variation

64 Variation (F except 64(1)(a) which is F+)

- (1) This contract may not be varied except
 - (a) by agreement with you and your landlord; or
 - (b) 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.
- (2) A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 65.

65. Limitation on variation (F)

- (1) A fundamental term of this contract set out in paragraph (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).
- (2) The fundamental terms to which paragraph (1) of this term applies are
 - (a) **term 12** (requirement to use deposit scheme),
 - (b) **term 13** (anti-social behaviour and other prohibited conduct),
 - (c) **term 46** (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) **term 47** (permissible termination),
 - (e) **term 50** (death of sole contract-holder),
 - (f) **term 55** (possession claims),
 - (g) **term 64(1)(b) and (2)** (variation),
 - (h) **this term**, and
 - (i) **term 70** (false statement inducing landlord to make contract to be treated as breach of conduct).
- (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
 - (a) unless as a result of the variation
 - (i) the fundamental provision which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved.
 - (b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which paragraph (2) of this term applies.
- (4) A variation of a term of a secure contract is of no effect if it would render any 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).
- (5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written Statements and information provided by landlord.

66. Written statements (F+)

- (1) The landlord must give you a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with
 - (a) the day on which the identity of the contract-holder changes, or
 - (b) 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.
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

- (4) You may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give you the further written statement before the end of the period of 14 days starting with
 - (a) the day of the request, or
 - (b) if the landlord charges a fee, the day on which you pay the fee.

67. Written statement of variation (F+)

- (1) If this contract is varied the landlord must, before the end of the relevant period, give you
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the occupation contract as varied,
- (2) The relevant period is the period of 14 days starting with the day on which this contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

68. Provision of information by landlord about the landlord (F+)

- (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.
- (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.
- (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.

69. Compensation for breach of term 68 (F+)

- (1) If the landlord fails to comply with an obligation under term 68, the landlord is liable to pay you compensation under section 87 of the Act.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until
 - (a) the day on which the landlord gives the notice in question, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (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 (2)(b) of this term.
- (4) The interest starts to run on the day referred to in paragraph (2)(b) 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.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Inventory (S)

- (1) on checking into the dwelling, you must report via the online inventory any concerns in respect of the dwelling and/or the dwelling contents to the landlord within 14 days.
- (2) The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 66.
- (3) The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.
- (4) If you disagree with the information within the inventory, you may provide comments to the landlord.
- (5) Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.
- (6) Where comments are received by the landlord within 14 days, the landlord must either
 - (a) amend the inventory in accordance with those comments and send the amended inventory to you, or
 - (b) 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

- (c) 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

Other Matters

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

- (1) If the landlord is induced to make this contract by means of a relevant false statement
 - (a) You are to be treated as being in breach of this contract, and
 - (b) The landlord may accordingly make a possession claim on the ground in term 57 (breach of contract).
- (2) A relevant false statement is one which is made knowingly or recklessly by
 - (a) you, or
 - (b) another person acting at your instigation.

Forms of notices etc. (F+)

- (1) Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.
- (2) Sections 236 and 237 of the Act make further provision about the 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 the Act.
- (3) any notice served on the landlord should be copied to: accommodation@swansea.ac.uk.

Passing notices etc. to the landlord (S)

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

Costs (A)

- (1) The Landlord, Agent and SRS may process your personal data where there is a lawful basis for doing so under applicable data protection legislation. This may include processing necessary for the performance and administration of this Occupation Contract, compliance with legal obligations, the legitimate interests of the Landlord or Agent, protection of vital interests, prevention and detection of crime, debt recovery, accommodation management, and the protection of health, safety and welfare.
- (2) Personal data will only be shared where there is a lawful basis for doing so and in accordance with applicable data protection legislation and the University's relevant privacy notices. This may include sharing information with relevant University departments, contractors, service providers, emergency services or other appropriate third parties where necessary and lawful.
- (3) Where consent is relied upon as the lawful basis for a specific use of personal data, that consent will be obtained separately and may be withdrawn in accordance with applicable data protection law.

Data Protection (A)

- (1) You hereby authorise the Landlord and the Agent to use your personal data for all lawful purposes in connection with this contract (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to you or others or the Landlord's property) or for any other matters allowed by law.
- (2) The Landlord, Agent and SRS agree not to disclose personal information obtained from you, except as permitted by this contract or the Residences Regulations or in accordance with the law where there is a serious risk of harm to you, to others or to the Residence or other property belonging to the Landlord. Except where you have given your permission on the Emergency contact details upon application.

Complaints (A)

- (1) The Agent will provide a full complaints procedure regarding accommodation, maintenance, and service provision.

- (2) Further details are available from the Landlord.

Cancellation Policy (A)

- (1) If you do not commence your course, are suspended from study, withdraw from the University or otherwise cease to be an enrolled student, you must submit a Release from Accommodation Contract Request Form.
- (2) A request for release does not automatically end this Occupation Contract. Requests will be considered on a case-by-case basis and, where the request relates to student status, will be subject to verification with Academic Registry.
- (3) Where a release is approved, the University will confirm the effective release date and any financial liability in writing. Unless otherwise agreed, a six-week notice period will apply from the date the Release from Accommodation Contract Request Form was submitted.
- (4) This administrative release process does not affect any statutory right you may have to end the Occupation Contract under the Renting Homes (Wales) Act 2016 or otherwise by law.

ANNEX A ESTATE MANAGEMENT GROUNDS

(Renting Homes (Wales) Act 2016 Schedule 8)

This Annex sets out the Estate Management Grounds on which the Landlord may seek possession of the dwelling in accordance with Schedule 8 of the Renting Homes (Wales) Act 2016.

These grounds apply **only where permitted by law** and must be relied upon in accordance with the statutory requirements.

1. REDEVELOPMENT GROUNDS

Ground A Building Works

The Landlord intends, within a reasonable time of obtaining possession

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out substantial works on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B Redevelopment Schemes

This ground applies where either of the following conditions is met:

(1) First Condition:

The dwelling is located within an area subject to a redevelopment scheme approved in accordance with Schedule 8, and the Landlord intends, within a reasonable time, to dispose of the dwelling in accordance with that scheme.

(2) Second Condition:

Part of the dwelling is located within such an area, and the Landlord intends, within a reasonable time, to dispose of that part in accordance with the scheme, and reasonably requires possession of the dwelling for that purpose.

2. SPECIAL ACCOMMODATION GROUNDS

Ground C Charities

The Landlord is a charity and the contract-holder's continued occupation of the dwelling conflicts with the objects of the charity.

This ground is only available where the Landlord has been a charity at all times since the contract was made.

Ground D Accommodation for Disabled Persons

The dwelling is designed or adapted for occupation by a person with a physical disability, and

- (a) there is no longer such a person living in the dwelling, and
- (b) the Landlord requires the dwelling for occupation by a person with such needs.

Ground E Housing Associations / Difficult to House

The Landlord provides accommodation for persons who are difficult to house, and

- (a) there is no longer such a person living in the dwelling, or suitable alternative accommodation has been offered, and
- (b) the Landlord requires the dwelling for occupation by such a person.

Ground F Groups of Dwellings for Special Needs

The dwelling forms part of a group of dwellings intended for persons with special needs, where

- (a) support services or facilities are provided nearby,
- (b) there is no longer a person with those needs occupying the dwelling, and
- (c) the Landlord requires the dwelling for occupation by a person with such needs.

3. UNDER-OCCUPATION GROUNDS

Ground G Reserve Successor

The contract-holder succeeded to the occupation contract as a reserve successor, and the dwelling is more extensive than reasonably required.

Ground H Joint Contract-Holders

This ground applies where

- (a) a joint contract-holder has left or been removed from the contract, and
- (b) the remaining accommodation is more extensive than reasonably required by the remaining contract-holder(s),

or, where applicable, the remaining contract-holder(s) no longer meet the Landlord's allocation criteria.

4. OTHER ESTATE MANAGEMENT GROUND

Ground I Other Substantial Estate Management Reason

The Landlord requires possession for another substantial estate management reason.

This may relate to

- (a) the dwelling itself, or
- (b) other premises owned or managed by the Landlord, whether due to proximity, use, or operational requirements.

5. IMPORTANT NOTICE

These grounds:

1. Do **not automatically entitle** the Landlord to possession
2. May only be relied upon where **all statutory conditions are met**
3. Are subject to **court approval where required**
4. Must be exercised in accordance with the **Renting Homes (Wales) Act 2016**

1. Data Protection and Privacy

Residential Services will process your personal data in accordance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Your data may be shared with relevant internal departments (e.g. Security, Wellbeing, Estates) or approved external providers (e.g. maintenance contractors) solely for the purposes of managing your accommodation and ensuring health, safety, and welfare. For full details, please refer to the University's Privacy Notice: <https://www.swansea.ac.uk/about-us/compliance/privacy-notice/>

2. Accessibility and Disability Support

Swansea University is committed to providing inclusive accommodation. If you have a disability, medical condition, or other support need, you may be entitled to reasonable adjustments. Please contact the Disability Office or Residential Services as early as possible to discuss your requirements. Reasonable adjustments may include adapted rooms, alterations to furniture or equipment, sensory alert systems, assistance animals or other appropriate arrangements. Students are encouraged to contact the University as early as possible so that requirements can be assessed and appropriate reasonable adjustments considered.

3. Pastoral and Welfare Support

Residential Services may refer concerns regarding student welfare, safeguarding, or significant wellbeing issues to the University's Student Support Services. This may include referrals to the Mental Health & Wellbeing team or external support agencies, particularly where there is a concern for safety or risk.

4. Digital Access and Acceptable Use

All University-managed residences provide wireless internet access. Use of this service is subject to the University's Acceptable Use Policy. You must comply with the requirements of that policy at all times. Breaches may result in loss of access or disciplinary action. For full terms, visit: www.swansea.ac.uk/it-services/acceptableuse/

5. Inventory and Disputes

You should complete and submit your online inventory as soon as reasonably practicable after arrival. You may provide comments or identify discrepancies in relation to the inventory within 14 days in accordance with the Inventory term of this Occupation Contract.

6. Student Conduct and Misconduct Procedures

Residential Services operates a tiered disciplinary procedure in line with university policy. Breaches of the Occupation Contract or University regulations may result in action under the applicable contractual or University disciplinary procedures. This may include warnings, behavioural agreements, disciplinary action and, where the statutory requirements are satisfied, possession proceedings. Any financial charge will only be imposed where it is lawfully permitted. Serious breaches may be referred to the University Disciplinary Committee. Full details: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/conduct/>

7. Equality, Diversity and Anti-Harassment

Swansea University has a zero-tolerance approach to harassment, bullying, and discrimination. This includes harassment based on race, gender, sexuality, disability, religion, or nationality. All students are expected to uphold the Dignity at Work and Study policy, available here: <https://www.swansea.ac.uk/equality-diversity/dignity/>

8. Community Behaviour and Quiet Hours

Residents must be mindful of noise and behaviour, particularly between 11:00pm and 8:00am. Persistent disturbance may result in sanctions. Cooperation with Residence Life Officers and Security in resolving disputes is expected. Consideration for others is key to successful communal living.

9. Sustainability and Environmental Responsibility

You are encouraged to support the University's sustainability goals by reducing waste, recycling appropriately, reporting energy/water waste, and engaging with residence sustainability campaigns. For more on how to help: www.swansea.ac.uk/sustainability/

Ref: Bay

FORM RHW2

NOTICE OF LANDLORD'S ADDRESS

This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.

PART A: LANDLORD	
NAME:	UPP (SAC2) Limited
ADDRESS:	UPP (SAC2) Limited, UPP, 1st Floor, 12 Arthur Street, London, EC4R 9AB (landlord)
PART B: CONTRACT-HOLDER(S)	
Name(s):	<SD:FullName>
Student Number:	1234567
PART C: DWELLING ADDRESS	
Campus Name:	<SA:SchemeName>
Room No:	<SA:WebRoomName>
Block Name:	<SA:BlockName>
Hall Name:	<SA:AreaName>
Area Name:	<SA:AreaName>
ADDRESS	
Your room no, block name & hall name (as above)	
Student Accommodation Swansea University Bay Campus Fabian Way Swansea SA1 8EP	
PART D: NOTICE OF LANDLORD'S ADDRESS	
Address: UPP (SAC2) Limited, UPP, 1st Floor, 12 Arthur Street, London, EC4R 9AB (landlord)	
This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord	
PART E: SIGNATURE	
Signed by, or on behalf of, the landlord:	
Sarah Morgan	
Sarah Morgan	
Head of Residential Services,	
Swansea University	
Date: <SD:Today>	