



The Bader International Study Centre

Residence Agreement

2019-2020 ACADEMIC YEAR

Your contract for accommodation at the BISC is a legally binding agreement. Please read it carefully and if you require clarification on any point, please contact the Operations Manager on +44 (0)1323 834444 or c_harber@bisc.queensu.ac.uk

2019-2020 Residence Terms and Conditions

All residents are subject to the laws of the land, the Queen's Student Code of Conduct, and the BISC Community Standards. Students are also expected to adhere to all policies of the Bader International Study Centre (BISC), which are in place to ensure the privacy, safety, security and comfort of students living in residence, and for the protection of BISC property. Violation of these policies, rules and regulations will result in disciplinary action, which may include the termination of the residence agreement and/or sanctions by other governing bodies on campus.

1. Interpretations & Definitions

- 1.1 The Residence Agreement (the Agreement) is a legally binding document between you and the BISC. It is in place so that expectations are clear and to reduce misunderstandings between the BISC and the student. It is important that you read and understand this Agreement before committing to live at the BISC.
- 1.2 In these terms and conditions "you" means the student accepting the Agreement and "we" means The Bader International Study Centre. The expressions "your" "our" and "us" should be read accordingly.
- 1.3 "The Accommodation" means the twin-bedded study bedroom and Common Parts and kitchen facilities. This also includes all fixtures, fittings, equipment, furniture and floor coverings within it.
- 1.4 "Common Parts" means the areas and the fixtures and fittings furniture and equipment in them which we provide for shared use by the occupiers of the Residence and includes your right to share the lavatory bath/shower facilities (except when these are en-suite), Common Rooms, and kitchen/dining facilities with other students living at the Residence.

2. Accommodation Periods

Summer 2019

3 May 2019 – 15 June 2019

Global Project Management, Interdisciplinary Studies in Global Health and Disability, Castle Summer +, General Arts

3 May 2019 – 28 June 2019

International Law

11 August 2019 – 27 August 2019

Medieval Theatre

Fall 2019

5 September 2019 – 12 December 2019

First Year program, Upper Year program

Winter 2020

4 January 2020 – 8 April 2020

First Year program, Upper Year program, Specialized Program in International Law and Politics



3. The BISC's Obligations

- The BISC will provide you with a reasonable standard of accommodation where you can live and study with as few problems as possible.
- We will use our best endeavours to ensure that any repairs or cleaning services are carried out promptly and in an efficient manner.
- We will use our best endeavours to provide adequate heating and lighting in the Accommodation. But the BISC cannot accept responsibility for the failure of any services in the Accommodation, which are outside its control (see Section 3.1 – External Circumstances).
- The University reserves the right to enter your Accommodation with the consent of the Operations Manager or equivalent, in the interests of safety, health or the maintenance of law and order or to carry out essential repairs or maintenance.

3.1 External Circumstances

3.1.1 To the extent that the BISC is unable to fulfil or is delayed or restricted in fulfilling its obligations under this agreement by any cause beyond its control, the BISC shall be relieved from the fulfilment of its obligations during that period. Without restricting the generality of the foregoing, the BISC shall not be responsible for failing to meet its obligations under this agreement due to a strike by its employees and/or any other form of job action or labour unrest or an occurrence that renders fulfilment of the agreement impossible.

4. The Student's Obligations – Your Responsibilities

The absence of a signed contract does not materially affect the relationship between the Student and the BISC. As all students who are accepted to the BISC are guaranteed a place in residence, a contract is formed by the making of an offer of admission and the student accepting the offer. The act of accepting and signing for the keys to their Accommodation and moving in proves the existence of a contractual relationship and does not have to be evidenced by a signed contract. You will still be bound by the provisions of this contract without signing it should you sign for keys and move in.

The BISC reserves the right to amend this agreement and may, from time to time, issue regulations concerning Bader Hall, the Castle, and/or the campus at large. Please note that specific vendors, sites, menus, policies, hours of operation, etc. (as listed in various residence publications), may be subject to change.

4.1 Terms and Conditions of Occupancy

- 4.1.1 This agreement is for space in residence and not for a particular room.
- 4.1.2 You must abide by the [Community Standards](#) and Policies of the BISC. Failure to comply with the Community Standards of the BISC may be considered a breach of this Residence Agreement.
- 4.1.3 All residents are expected to regulate their conduct according to reasonable standards of courtesy and respect for the rights of others and the reputation of the University. Similarly, students must accept that living in a high-density environment can be noisy and distracting at times. While every effort will be made to minimize disruptions students must consider whether this environment is conducive to your living needs.



4.2 Move-in and Move-out dates / Campus Closures

- 4.2.1 This agreement shall be for a period beginning on the Move-In date in effect for the resident (determined each year and communicated to all incoming students) and ending on the Move-Out date in effect for such resident, unless permission has been granted by the Operations Manager for an extension.
- 4.2.2 Students are required to check-in and check-out of their rooms.
- 4.2.3 The Move-In and Move-Out dates for resident students are published by the BISC, and these dates shall be deemed incorporated into this agreement.
- 4.2.4 No early arrivals will be accommodated, unless express permission has been sought and obtained.
- 4.2.5 During the December-January campus closure period, no food, caretaking, mail delivery or other residence services are provided. Students may, however, occupy their rooms for a limited period before the semester starts and/or after the semester ends in the event of unforeseen circumstances, provided that they have applied for and been granted permission to do so by the Operations Manager. Note that permission to do so is not automatic.
- 4.2.6 Failure to move out within the prescribed period as noted will result in additional charges levied against the student's account.

4.3 Cancellation / Termination of Agreement

- 4.3.1 Cancellation of agreement may only take place if the student is also withdrawing from the program or removed from the BISC. Withdrawals prior to the start of the term should be directed to the Office of the University Registrar, Undergraduate Admission, Queen's University. Students who wish to withdraw after the start of the term should contact the Student and Enrolment Services Manager.
- 4.3.2 After a resident has either taken occupancy or picked up keys, the resident cannot cancel the agreement. A resident may request cancellation of the agreement only if withdrawing from the BISC for academic or medical reasons. Program fees (incorporating the room fee) are refunded on a pro-rata basis. Please contact the Student and Enrolment Services Manager for further information regarding withdrawals.
- 4.3.3 Termination of the residence contract may occur if a resident violates the BISC Community Standards or in the circumstance that a resident's behaviours are such that they impact the health, safety or well-being of occupants and/or the residence community.
- 4.3.4 Contravention of this Residence Agreement (and/or Community Standards) will be addressed through the BISC Conduct Procedures Process.
- 4.3.5 Students required to withdraw from the BISC following a finding of responsibility may be provided with alternative accommodation until the conclusion of the BISC Conduct Appeal Process. The decision to provide alternative accommodation will be made on a case by case basis after due consideration of the evidence presented and the impact on health, safety or wellbeing of student and the residence community.

4.4 Eligibility for Residence

- 4.4.1 To be eligible to live in residence, students must be enrolled at Queen's University in an undergraduate, graduate, or professional school program delivered at the BISC, or be studying at the BISC on a Letter of Permission. A student who withdraws academically from the BISC will be required to leave residence. It is the right and responsibility of the BISC to verify the enrolment status of students in residence, and to



ensure students studying on a Tier 4 visa or study permit comply with UK Visas and Immigration guidelines and policies.

4.5 Room Assignments

- 4.5.1 All students paying full fees are entitled to a twin-bedded standard room, sharing with another student, in Bader Hall.
- 4.5.2 All accommodations in Bader Hall are designated as non-smoking and non-vaping.
- 4.5.3 Students may opt to share a room with a designated individual if both parties request, in writing, to do so. Bader Hall is a mixed-gender residence, but units within the residence are usually single gender, with rare exception.
- 4.5.4 The BISC will consider preferences noted on the residence form; however, requests for particular accommodation are not guaranteed.
- 4.5.5 Single standard rooms in the accommodation area are available at an additional supplement per term for all students. Subject to availability, a single room will cost an additional CAD\$650 for each of the Fall and Winter terms, and CAD\$450 for programs in the Summer. All charges will be posted to your SOLUS account automatically at the beginning of the academic term. Invoices or statements are not normally issued. Please check your SOLUS account and ensure fees are paid in full. In the Fall and Winter semesters students with documented needs submitted by the application deadline shall be allocated rooms first, and then Upper Years students, and then First Year students. Any rooms available after the application deadline shall be allocated on a first-come first-served basis.
- 4.5.6 Students with a functional limitation or special needs associated with a disability or health condition that requires additional support, or consideration in the room assignment process, should submit the [BISC Special Considerations Form](#) assessment of eligibility at least 30 days prior to arrival. Students with certain ailments such as common allergies, asthma, migraines or anxiety that is not diagnosed as a pre-existing condition may not be provided with special residence accommodation. **Students with special needs should ensure that the services and care available at the BISC and in the UK align with your expectations and needs before making a commitment to attend the BISC.** Please note that the Residences Special Considerations process is separate and distinct from the Academic Accommodation process.
- 4.5.7 It is unlikely that a student will be able to opt to move to a single room during the term and only in unusual circumstances will the Student and Enrolment Services Manager and Operations Manager approve this. In circumstances when this is allowed the student moving will have the pro-rated (minimum charge CAD\$200.00) single supplement cost applied to their SOLUS account. Student who area assigned a single room during the fall term will be assessed the single supplement fee automatically at the beginning of the winter term.
- 4.5.8 Residence rooms are intended for use only by BISC students assigned by the BISC. No dependents are permitted.
- 4.5.9 No fewer or no more than the number of people assigned by the BISC shall occupy the room. If during this term of occupancy, an agreement is terminated with respect to a resident in a multi-occupancy unit, the remaining students shall accept such roommate(s) as assigned by the BISC.
- 4.5.10 Use of the accommodation is for living and studying purposes only. No other person may occupy your room/bed except as outlined in the Guest Policy.

- 4.5.11 Residents may request a room change after the first week of classes; however, no change in room occupancy shall be made without the prior consent of the Student and Enrolment Services Manager and/or the Operations Manager.
- 4.5.12 The BISC reserves the right to assign students to different rooms in the residence system after Move-In. Students who are alone in a double room through no decision of their own will not face a surcharge but will be paired with a roommate as soon as is practical.

4.6 Residence Damage

- 4.6.1 Your Accommodation should be kept in a clean and tidy condition and left in the same condition at the end of the Period of Residence save for normal wear and tear.
- 4.6.2 Changes to additions to the decorative finish of the Accommodation or the Common Parts are not allowed.
- 4.6.3 Students may not remove or interfere in any way with any fixture's, fittings, furniture or equipment at the Accommodation.
- 4.6.4 Loss breakage damage or failure of Facilities and Services must be reported to Bader Hall Reception desk immediately.
- 4.6.5 The Maintenance Log is the basis for the assessment of any potential charges due to damage or loss; Maintenance Requests should be submitted via Bader Reception as soon as possible upon arrival. If no request is submitted by or on the last day of Orientation, it will be assumed that the room was in unacceptable condition and fully equipped with furniture and furnishings.
- 4.6.6 Before moving out, residents are required to remove all refuse and discarded materials, leaving the room clean. This includes any posters or decorations. All charges for additional cleaning required, for removal of personal property and for any loss or damage caused by the resident(s) will be billed to resident(s). Student Services and Housekeeping will provide further details before check-out. Specifically:
- On completion of tenancy, a room inspection will be carried out. Any extra cleaning and/or damages that are not commensurate with fair wear and tear will be invoiced to you, payable within 14 days of invoice.
 - Cleaning will be charged at £50 per extra hour of service, and £10 per bin bag removed.
 - Labour costs to move room furniture back to its original configuration will be charged at £50
 - Where damage occurs in an individual bedroom that is not commensurate with fair wear and tear the occupant(s) of that room will be liable for the damage.
 - Damages will be charged at cost plus labour.
- 4.6.7 Belongings left behind upon Move-Out will be considered abandoned and will be disposed of by the BISC with no liability, unless alternative arrangements have been made.

4.7 Fees and Charges

- 4.7.1 Residence fees include room and/or meal plans where applicable and are payable by specific dates as published by [Queen's University](#).
- 4.7.2 Residence fees are based on the type of room as designated by the BISC and not on specific amenities, such as square footage, accessibility to floor kitchens/common rooms, furniture, etc.
- 4.7.3 Residence fees may be refunded in limited circumstances as set out in item 3.1 or 4.3.2. The amount of any refund will be determined by the date that the resident is deemed to have withdrawn from the program.



- 4.7.4 All fees and charges unpaid after the due date will automatically be subject to a late penalty charge as outlined on the [Queen's Managing Finances website](#).

Room Inspection and Repairs

- 4.7.5 Bader Hall staff, including Maintenance, Housekeeping, and Student Services, have the right to enter a resident's room for the purpose of cleaning, maintenance, inspection of facilities, health, safety, security or in the event of an emergency or other BISC processes.
- 4.7.6 Maintenance requests should be submitted via Bader Reception.
- 4.7.7 Submission of a "Maintenance Request Order" constitutes permission to enter a resident's room and to affect the repair without further notice. Students must not impede staff in the performance of their duties and must maintain a reasonably safe environment for BISC staff that may have to enter.
- 4.7.8 Where possible students will be given three days' notice when work will be completed in their room. For urgent work, a minimum of 24 hours' notice will be provided unless immediate action is required.

4.8 Environmental Quality

- 4.8.1 The BISC is committed to the conservation and improvement of the environment and to minimising the environmental impact arising from its activities. As a resident of Bader Hall, we ask for your assistance in achieving this objective by reducing waste and recycling items whenever possible.
- 4.8.2 To reduce your environmental impact please turn off the radiator heating before opening the windows, limit your time in the shower, turn the water off when not using it, and turn off lights when you leave a room.

4.9 Kitchen Facilities, Food Storage, Washing Facilities, and Cleaning Routines

- 4.9.1 It is prohibited to use or install any cooking, heating, washing, drying or refrigeration appliances in the Accommodation which have not been supplied by the BISC, unless they have been PAT tested and written permission has been given by the BISC.
- 4.9.2 All refuse is to be safely disposed of on a regular basis and not left to accumulate in the Accommodation. All rubbish and kitchen waste must be put into sealed bags and placed in the containers provided for refuse disposal.
- 4.9.3 All glass, bottles, plastic, paper and recyclable materials generated by you, in your room or common areas, are to be placed in the designated recycling area.
- 4.9.4 Common areas including washrooms, Common Rooms, and kitchenettes are cleaned by Housekeeping daily. Students are responsible for cleaning up after themselves in order to maintain a general level of cleanliness in kitchens, bathroom/toilet facilities and adjoining corridors for everyone's use.
- 4.9.5 Student rooms are cleaned by Housekeeping during the Mid-Term Trip and during the Winter break.
- 4.9.6 Cycle storage is available outside Bader Hall.

4.10 Lost or Stolen Items



- 4.10.1 The BISC shall not be liable for lost, stolen or damaged items of personal property, no matter how caused, wherever this may occur, including storage facilities, except where the loss or damage is caused by fault on the part of the BISC.
- 4.10.2 The BISC does not provide insurance coverage for students' personal property. It is the student's responsibility to arrange for insurance coverage for personal property brought into residence.
- 4.10.3 Losses and/or suspected thefts should be reported to Student Services.

4.11 **Conduct**

- 4.11.1 The BISC has a responsibility to uphold the law and therefore any illegal activity brought to the attention of the BISC authorities may lead to prosecution by the police, or to disciplinary action by the BISC, or both. The BISC Conduct Procedures addresses behaviour which may not be illegal, but which is unacceptable. Full details of the [BISC Community Standards](#) and [Conduct Procedures](#) can be found by clicking the links.
- 4.11.2 The Terms and Conditions of this contract do not override, amend, or vary the BISC Community Standards in any way and if there shall be conflict between the two then the BISC Community Standards shall take precedence.

4.12 **Termination of Agreement**

- 4.12.1 Contravention of this Residence Agreement (and/or Community Standards) will be addressed through the BISC Conduct Procedures and/or the Fitness to Study Policy and Procedures.
- 4.12.2 Should it be judged that you should not remain in the residence, the BISC will endeavour to provide alternative accommodation until the conclusion of the BISC Conduct Process. This will occur where your continued presence may have a detrimental effect on an individual or individuals within the residence or to the community or staff as a whole. In the event you are subject to a suspension or termination of studies, the contract for accommodation may be terminated immediately without due notice.

4.13 **Complaints Process**

- 4.13.1 Concerns or complaints regarding your accommodation are not permitted reasons to withhold payment. Concerns should be raised immediately at Bader Hall Reception. Students may also log maintenance issues in the maintenance binder at Bader Hall Reception. Concerns which require further investigation or referral, should be directed to the Operations Manager.

4.14 **Meal Plans**

- 4.14.1 Residence Meal Plans are included within fees and are mandatory for all students.

4.15 **Internet Agreement**

- 4.15.1 Residents using the Internet service provided or accessing the BISC's internet services agree to abide by the [BISC Computer Code of Ethics](#) and the [Internet Usage Policy](#).

5.0 Indemnification

The BISC shall not be responsible for any injury, damage or loss suffered by the resident, and/or his or her guests while in or about the residences which is caused by the negligence of the resident or his/her guests



or results from violation of the policies, rules, and regulations of the BISC. Students are jointly liable for all damage that is caused to their room(s).

All students in a Corridor and/or residence may be held jointly liable for all damage done to the structure of their building and/or any furniture/furnishings/fixtures therein. Charges may be assigned to cover the cost of repair or replacement of BISC property, and/or cleaning services. Where replacement costs are less than repair costs, the BISC retains the right to make a replacement.

6.0 Personal Information

The BISC collects certain personal information from students and is committed to protecting that information. The information held on the accommodation application form is stored as part of the student record on a database. The application form is also kept as a manual record. The data is held and processed in accordance with the requirements of the [General Data Protection Regulation \(GDPR\) 2018](#), and will be used by the BISC for the following purposes:

- to assess a student's eligibility for related services
- to process residence application forms and the allocation of bed space
- to identify preferences and special considerations for the allocation of rooms
- to address disciplinary, behavioural or health issues that arise
- to bill, collect and account for provision of services
- to preserve and protect the safety and security of residents and the community
- to build and maintain relations with the BISC while enrolled as a student and beyond

Some personal information may be shared with other departments on campus (such as Student Services, or Campus Security) or outside contractors (such as Food Services supplier) for the purposes of identifying, contacting, serving or helping students as required to fulfil their roles and responsibilities.

In the collection, use, disclosure and retention of personal information the BISC complies with the [General Data Protection Regulation \(GDPR\) 2018](#) and the [University Registrar's Student and Applicant Record Policy](#).

Personal information in the possession of the BISC about the resident will not be released to persons outside the BISC administration, including family members or friends, without the written consent of the applicant, unless permitted or required by law or in certain limited circumstances including:

- if the resident is injured or ill, or in the opinion of the BISC represents a threat to themselves or others;
- if the resident is required to leave the BISC;
- if the resident's whereabouts are not known for more than 3 days; and/or
- if the resident is arrested.

In these situations, the BISC may contact third parties (including but not limited to, government and health officials, next of kin, or the indicated emergency contact person) to disclose personal information to them and usually only after the student has been advised that this step is being taken

6.1 Special Needs

Please note that Student Services will share limited information about residents with special needs with others on campus, including:



- Catering in order to address any dietary concerns and/or allergies,
- Security, if there are any life-threatening allergies or medical conditions
- Administration Office for the purpose of scheduling exams.
- Experiential Learning for the purpose of providing prompt support (medical or otherwise) on Experiential Learning Opportunities.
- Operations and Housekeeping for the purposes room assignments, cleaning specifications, and linen schedule.

