



The Bader International Study Centre

Residence Agreement

2018-19 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

2018-19 Residence Terms and Conditions

between You and the Bader International Study Centre

All residents are subject to the laws of the land, the Queen's Student Code of Conduct, and the BISC Community Standards. They are also expected to adhere to all other policies of the Bader International Study Centre, which are in place to ensure the privacy, safety, security and comfort of students living in residence, and for the protection of Bader International Study Centre 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 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.
- 1.2 "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.
- 1.3 "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

Fall 2018

6 September 2018 – 13 December 2018
First Year program, Upper Year program

Winter 2019

5 January 2019 – 10 April 2019
First Year program, Upper Year program, Specialized Program in International Law and Politics

Summer 2019

3 May 2019 – 15 June 2019
Field School in British Archaeology, Field School in Global Project Management, Interdisciplinary Studies in Global Health and Disability, Arts and Science Summer School

3 May 2018 – 28 June 2019
Global Law

11 August 2019 – 27 August 2019
Medieval Theatre Studies

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 and search 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.
- We will from time to time carry out a routine inspection in Bader Hall. If access is required to inspect your Accommodation you will be given at least 24 hours' notice in advance.

3.1 External Circumstances

To the extent that the Bader International Study Centre is unable to fulfil or is delayed or restricted in fulfilling its obligations under this agreement by any cause beyond its control, the Bader International Study Centre shall be relieved from the fulfilment of its obligations during that period. Without restricting the generality of the foregoing, the Bader International Study Centre 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 Bader International Study Centre 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 (not a particular room).
- 4.1.2 You must abide by the Community Standards and Policies of the Bader International Study Centre. Failure to comply with the Community Standards of the Bader International Study Centre may be considered a breach of this Residence Agreement. The BISC Community Standards are available on the BISC website.

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

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.

- 4.2.1 Students are required to check-in and check-out of their rooms.
- 4.2.2 The Move-In and Move-Out dates for resident students are published by the Bader International Study Centre, and these dates shall be deemed incorporated into this agreement.
- 4.2.3 No early arrivals will be accommodated, unless express permission has been sought and obtained.
- 4.2.4 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.
- 4.2.5 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 semester should be directed to the Office of the University Registrar, Undergraduate Admission, Queen's University.
- 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 Bader International Study Centre 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 Bader International Study Centre Rules and Regulations or impacts the health, safety or well-being of occupants and/or the residence community.

4.4 Eligibility for Residence

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 Bader International Study Centre on a Letter of Permission. A student who withdraws academically from the Bader International Study Centre will be required to leave residence. It is the right and responsibility of the Bader International Study Centre to verify the enrolment status of students in residence, and to ensure students studying on a Tier 4 visa 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 single gender, with rare exception.
- 4.5.4 The Bader International Study Centre will attempt to take into account preferences noted on the residence form; however we cannot guarantee requests for particular accommodation.
- 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\$600 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 Where there is a documented, exceptional reason, documentation from a qualified medical professional should be declared by way of the [Special Accommodations for Residence](#) form and forwarded to Student Services for 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 accommodations.
- 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 pay, in advance, the balance of money (minimum charge CAD\$200.00) for the length of time that they will be taking a single room. When a First Year Student moves in the Fall term, the Winter term portion of the fee will be paid at the beginning of the Winter term.
- 4.5.8 Residence rooms are intended for use only by BISC students assigned by the Bader International Study Centre. No dependents are permitted.
- 4.5.9 No fewer or no more than the number of people assigned by the Bader International Study Centre 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 Bader International Study Centre.
- 4.5.10 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.
- 4.5.11 The Bader International Study Centre reserves the right to assign students to different rooms in the residence system after Move-In or to terminate this agreement if such re-assignment or termination is advisable in the interests of health, safety, well-being of occupants and/or the residence community, discipline, maximization of resources or the administration of its residence program.

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.

4.5.12 The Maintenance Log becomes 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 acceptable condition and fully equipped with furniture and furnishings.

4.5.13 Before moving out, a resident is 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.

4.5.14 Belongings left behind upon Move-Out will be considered abandoned and will be disposed of by the Bader International Study Centre with no liability, unless alternative arrangements have been made.

4.6 Fees and Charges

4.6.1 Residence fees include room and/or meal plans where applicable and are payable by specific dates as published by the University Registrar.

4.6.2 Residence fees are based on the type of room as designated by the Bader International Study Centre and not on specific amenities, such as square footage, accessibility to floor kitchens/common rooms, furniture, etc.

4.6.3 Residence fees may be refunded in limited circumstances as set out in item 3.2. The amount of any refund will be determined by the date that the resident is deemed to have withdrawn from the program.

4.6.4 All fees and charges unpaid after the due date will automatically be subject to a late penalty charge established by the Bader International Study Centre.

4.7 Room Inspection and Repairs

4.7.1 Bader Hall staff, including Maintenance, Housekeeping, and Student Services, has 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 Bader International Study Centre processes.

4.7.2 Maintenance requests should be submitted via Bader Reception.

- 4.7.3 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.
- 4.7.4 We endeavour to give seven days’ notice of these visits and it is recommended that, where possible, you are in your flat or house when the check takes place. For urgent work, we will give a minimum of 24 hours’ notice 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 BISC accommodation you have a major part to play in helping us to achieve our objective to sustainability and conservation of the environment.
- 4.8.2 If your Accommodation is too warm, where you have control over your heating, we would ask you to turn down the heating rather than open the windows with the heating on, thus reducing energy use, costs and for environmental reasons.
- 4.8.3 Cycle storage is available outside Bader Hall.
- 4.8.4 **Kitchen Facilities, Food Storage, Washing Facilities, and Cleaning Routines**
- 4.8.5 You must not use or install any cooking, heating, washing, drying or refrigeration appliances in the Accommodation which have not been supplied by the BISC, unless permitted to do so in writing by the BISC.
- 4.8.6 You must ensure that all refuse is 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.
- 4.8.7 All glass, bottles, plastic, paper and recyclable materials should be taken by you and placed in the designated recycling points regularly and not left to accumulate in the Accommodation.
- 4.8.8 Jointly with other occupiers you must keep clean and tidy any Common Parts including any kitchens, bathroom/toilet facilities and adjoining corridors and ensure a safe and healthy living and working environment for other occupiers, staff and visitors and leave it at the end of the Period of Residence in the same condition it was in at the start of the Period of Residence save for normal wear and tear.
- 4.8.9 Student rooms are cleaned by Housekeeping during the Mid-Term Trip and during the Winter break.
- 4.8.10 Common areas including washrooms, Common Rooms, and kitchenettes are cleaned by Housekeeping daily.

4.9 Lost or Stolen Items

- 4.9.1 The Bader International Study Centre 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.
- 4.9.2 The Bader International Study Centre does not provide insurance cover for students’ personal property. It is the responsibility of the student to arrange for insurance coverage for personal property brought into residence.

4.9.3 Losses and/or suspected thefts should be reported to Student Services.

4.10 **Residence Damage**

4.10.1 You must keep the Accommodation in a clean and tidy condition thereby ensuring a safe and healthy living and working environment for other occupiers, staff and visitors and leave it at the end of the Period of Residence in the same condition it was in at the start of the Period of Residence save for normal wear and tear.

4.10.2 You must not change or damage the decorative finish of the Accommodation or the Common Parts.

4.10.3 You must not remove or interfere in any way with any fixtures fittings furniture or equipment at the Accommodation.

4.10.4 You must promptly report to Bader Hall Reception any loss breakage damage or failure of Facilities and 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. For full details of the BISC Community Standards and Conduct Procedures please go to <http://queensu.ca/bisc/castle-life/bader-hall-residence/rules-and-regulations>.

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 Conduct Process.

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**

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 **Use**

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.

4.15 **Meal Plans**

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

4.16 **Internet Agreement**

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

5.0 **Indemnification**

The Bader International Study Centre 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 Bader International Study Centre. Students are jointly liable for all damage that is caused to their room(s).

All students in a Corridor are jointly liable for all damage done in their Corridor. All students in a residence building are jointly liable for all damage done to the structure of their building and/or any furniture/furnishings/fixtures therein, and 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 Bader International Study Centre 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 Bader International Study Centre 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 of students for the allocation of rooms to assess the efficiency of our operations and the provision of services to communicate with students, parents and others regarding our services, or in the event of an emergency
- 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 Bader International Study Centre 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 Bader International Study Centre 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 Bader International Study Centre about the resident will not be released to persons outside the Bader International Study Centre administration, including family members or friends, without the written consent of the applicant, unless permitted or required by law. However, if the resident is injured or ill, or in the opinion of the Bader International Study Centre represents a threat to him or herself or to others, the Bader International Study Centre may contact third parties (including but not limited to, government and health officials, next of kin, or an indicated emergency contact person) to disclose personal information to them.

6.1 **Special Needs**

Please note that Student Services shares 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.