
UNIVERSITY HOUSING - OCCUPANCY TERMS AND CONDITIONS

Occupancy Terms and Conditions

1. University housing shall be used as private residence by the staff members ("tenants") (and where applicable, their spouses and/or children ("permitted occupiers")) eligible to the university housing benefits under the University Housing Scheme ("university housing benefits"). During the term of University housing, tenants can also allow the following persons ("permitted occupiers") to occupy the University Housing occasionally as listed in Annex A.
2. Tenants shall personally ensure that permitted occupiers are fully aware of and strictly comply with all housing rules of the University including this University Housing - Occupancy Terms and Conditions ("Occupancy Terms and Conditions"), and tenants shall be personally liable in event of breach by the permitted occupiers of the same.
3. Tenants shall neither share nor part possession with the whole or any part of university housing, failing which, it shall constitute an abuse by tenants of the university housing benefits and a breach of this Occupancy Terms and Conditions.
4. Tenants shall not do or permit to be done upon university housing anything which in the opinion of the University may be or may become a nuisance or annoyance to or in any way interfere with the quiet enjoyment and comfort of the occupants of adjoining houses/apartments, buildings or any other adjoining occupiers or the neighbourhood and shall not use or allow the use of university housing for any illegal or immoral purposes.
5. Tenants acknowledge upon allocation of university housing that the University may, in view of the exigencies of the circumstances, require tenants and their families to move to alternative housing during their stay. Tenants agree to abide by such requests to move and the University shall not be liable for any loss, damage or inconvenience suffered by tenants and their families as a result. The University will provide tenants reasonable notice before such relocation is to be effected.
6. Tenants shall comply with the terms and conditions prescribed from time to time by the Office of Housing Services ("OHS") and abide by all additional terms and conditions which specifically apply to the particular development in which the allocated university housing is located. Tenants will be liable for any breach of such terms and conditions and will fully indemnify the University for all loss, damage, cost and expense, suffered by the University as a result of any such breach.
7. Tenants shall comply and conform at all times and in all respects with the provisions of all laws, acts, enactments, ordinances, rules, regulations, by-laws, orders and notice made thereunder or made by other authority.
8. Tenants who fail to comply with any of the provisions of this Occupancy Terms and Conditions or any of the house rules pertaining to the individual estates may, at the University's discretion, be required to vacate the university housing on a thirty (30) days' written notice (for Term of three (3) months and above) OR a ten (10) days' written notice (for Term of less than three (3) months) at rental stipulated by the University and shall be liable to compensate the University for all loss, damage, cost and expense, suffered by the University as a result of the aforesaid non-compliance.

9. Save in exceptional circumstances, as determined by the University in its discretion, tenants will not be allowed to change its allocated housing unit.

Liabilities

10. Tenants are liable for all deficiencies and damage to university housing and the furniture, fittings and other items supplied therein other than as a result of fair wear and tear. Where university housing is shared, tenants concerned will be jointly and severally liable.
11. The University shall not be liable for any damage to or loss of property resulting from fire, burglary or other damage or for any loss, damage, injury or death whatsoever whether caused to tenants or any other person while in university housing and tenants shall indemnify the University against all claims, demands, liabilities, actions, proceedings, loss, costs and expenses of any nature whatsoever which the University may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrences in, or upon university housing. Nothing in this clause shall be construed to exempt or limit liability on the part of the University for death or personal injury caused by the University's own negligence.

Types of University Housing

12. The type of university housing allocated to tenants depends on their respective terms of appointment.

Standard University Housing

13. Basic fittings such as air conditioners in living room/bedrooms/study, water heaters in bathrooms, built-in wardrobes, and curtains are provided in all standard university housing.
14. The following additional provisions are also provided in standard university housing units at Kent Vale:-
 - (a) Basic furniture such as sofa set, dining table & chairs, beds, and mattresses;
 - (b) Basic appliances such as television, cooker, cooker hood, refrigerator, microwave, washing machine and dryer.
15. OHS will apply for the water, electricity and gas) ("utility") supplies and telephones services from the relevant authorities on behalf of tenants once the university housing has been allocated. The ownership of the utilities account will be transferred to tenants when they move in, unless otherwise stated.

Serviced University Housing

16. The following items are included:
 - (a) Basic fittings such as air conditioners in living room/bedrooms/study, water heaters in bathrooms, built-in wardrobes, and curtains.
 - (b) Basic furniture such as sofa set, dining table & chairs, beds, and mattresses.
 - (c) Basic appliances such as television, cooker, cooker hood, refrigerator, microwave, washing machine and dryer.
 - (d) Soft furnishings such as bed linen, pillows, bath towels and toiletries.
 - (e) Other items such as electrical jug, iron, crockery, cutlery, and cooking utensils.
 - (f) Include utilities expenses, Internet, Cable TV and telephone services, unless otherwise stated.

Note: Housekeeping and Complimentary Breakfast will be provided mainly to tenants who are paying serviced apartment rental rates.

17. Tenants requiring additional telecommunications services over and above the basic services provided should contact OHS for these additional services. Tenants are responsible for any and all costs and expenses incurred in connection with such additional services including all costs and expenses for the installations of the same.
18. OHS will inform tenants on the method of billing and payment of utility charges, telephone charges and where applicable, service charges, upon allocation to tenants of the university housing.

Rental

19. Rental payable shall be at the rates stipulated by the University, which may be revised from time to time at its absolute discretion.

Term

20. Unless tenants so elect for an early termination, the tenancy will be valid for the period as agreed to be allocated by the University, OR up to the expiry of their University Housing Benefits, OR until the expiry of service with the University (whichever is earlier and applicable) ("Term").

Expiration or Earlier Termination of Term

21. Tenants shall bear full responsibility to provide to the University a prior written notice of at least thirty (30) days (for Term of three (3) months and above) OR at least ten (10) days (for Term of less than three (3) months) from the expiry or early termination of the Term for the arrangement of an inventory check at the university housing. The date of the said inventory check shall be at the final termination of the University.

Yielding Up

22. Tenants shall comply with all procedures as shall be determined by the University for vacating the university housing including the returning of all keys to the university housing at the expiration or earlier termination of the Term. Tenants shall ensure that the university housing are left in good, clean and tidy condition and tenantable repair on vacating the same and all personal effects have been removed at the time the house keys are returned to OHS. The University will not be liable for the loss of or damage to any personal effects of tenants left behind in university housing after the house keys are returned to OHS.

Vacant Possession

23. Upon the expiry or sooner termination of the Term, tenants shall peaceably and quietly deliver up, and ensure that vacant possession of the university housing is returned, to the University.

Holding Over

24. Should tenants fail to vacate the university housing on or before the expiry or earlier termination of the Term in accordance with the provisions in this Occupancy Terms and Conditions, tenants shall be deemed to be holding over and shall be and remain liable for the payment of rental at a revised rate determined at the absolute discretion of the

University for every day that tenants fail to vacate the university housing, commencing from the day following the expiry or sooner termination of the Term.

Grievance Procedure

25. The University advocates good relations among its tenants living in university housing. Tenants should use all reasonable efforts to resolve any difference with their neighbours and other tenants living within university housing amicably. While the University would like to render tenants assistance, the University is not empowered to and does not undertake arbitral functions. Accordingly, unless the behaviour complained of involves a breach of these or any other rules of the University (in which case the University reserves the right, but does not have the obligation to take action), tenants will be required to take their own recourse within the law.

Exceptions and Revisions

26. The University may revise or amend the terms and conditions of this Occupancy Terms and Conditions and all such revisions or amendments shall be deemed to be part of the terms and condition of this Occupancy Terms and Conditions.

Waiver

27. Any waiver by the University of a breach or default by tenants of any provisions whether in this Occupancy Terms and Conditions or otherwise shall not be construed as a waiver of any succeeding breach of the same. Any delay or omission on the part of the University to exercise or avail itself of any right that it has or may have herein or otherwise shall not operate as a waiver of any breach or default of tenants.

Annex A: List of Permitted Occupiers in University Housing

In this Policy Document, permitted occupiers shall mean any or all of the following person who is or will be staying with the staff in University Housing:

1. Spouse/partner of staff
2. Dependent children of staff. Within this Policy Document, the term "dependent children" includes any child, step-child or legally adopted child of the staff, who accompanies and resides with the staff
3. Parents/parents-in-law of the staff and/or staff's spouse/partner
4. Domestic helper employed by staff