

# **SHEARES HALL**

## **RULES AND REGULATIONS**

The Sheares Hall Rules and Regulations are directly adapted from the University Housing Agreement. For ease of reference, the Housing Agreement is reproduced here in its entirety. Clauses that are not applicable to Sheares Hall are deleted, while additional clauses that are specifically applicable to Sheares Hall are highlighted. Note that Sections 16 to 21 are not relevant as Sheares Hall Rules and Regulations, but remain binding as part of the University Housing Agreement.

### **1 DEFINITIONS**

1.1 In this Agreement ~~set of Rules and Regulations~~:

- 1.1.1 “Accommodation fees” means the fees established by the University for each academic year for the accommodation listed in the University’s website.
- 1.1.2 “Agreement” means this Housing Agreement.
- 1.1.3 “Contents” means the fixtures, fittings, appliances, furniture and furnishings in the Room in accordance with the latest inventory checklist signed by the Licensee.
- 1.1.4 “Licensee” means the student who is granted a licence to occupy the Room by this Agreement.
- 1.1.5 “Management Office” or “Hall Office” means the site office that manages the operations and administration of the Hostel at which the Licensee is residing in or is applying to reside in.
- 1.1.6 “Office” means the Office of Student Affairs, the Office of Housing Services or the Office of the Provost under which the Hostel is administered or overseen.
- 1.1.7 “Hostel” means the college, hostel, residence or hall of the University at which the Room is located.
- 1.1.8 “Hostel keys” includes access cards, transponders, door keys, cabinet keys, mailbox keys, etc and their corresponding key tags issued by the Hostel to the Licensee.
- 1.1.9 “Room” means such room or apartment in the Hostel as is from time to time allocated by the University to the Licensee.
- 1.1.10 “Stipulated period of stay” means the period stated in the Accommodation Offer from the University.
- 1.1.11 “University” means National University of Singapore.

## **2 PAYMENT**

- 2.1 This Agreement is not intended to confer exclusive possession of the Room upon the Licensee nor to create a landlord and tenant relationship between the parties.
- 2.2 Upon check-in, the Licensee will be invoiced by the University and the Licensee shall ensure full settlement of the accommodation fees and all other related charges as reflected in the invoice by the due date. For GIRO payment, the due date shall be the University's stipulated GIRO deduction date. A late payment charge of S\$12.50 or 5% per annum on all fees and charges that remain outstanding after the due date, whichever is the higher, may be imposed by the University.
- 2.3 The University reserves the right to vary the accommodation fees during the academic year.

## **3 CANCELLATION**

- 3.1 If, after the acceptance of the Accommodation Offer from the University, the Licensee fails to check-in by the stipulated date, the acceptance fee received from the Licensee will be forfeited and the Licensee will no longer be entitled to the Room at the Hostel.
- 3.2 If, after check-in, the Licensee gives notice of cancellation to the Management Office, the Licensee will remain responsible for the payment of the accommodation fees and all other related charges as reflected in the invoice notwithstanding that the invoice has yet been paid.
- 3.3 If, after check-in and payment of the invoice, the Licensee gives notice of cancellation to the Management Office, the Licensee will not be entitled to any refund.
- 3.4 All notices of cancellation must be in writing and may be given in person and/or by electronic mail to the Management Office.

## **4 NO REFUND OF FEES**

- 4.1 The Licensee shall not be eligible for any refund, whether in full or pro-rated, of the accommodation fees and any other related charges paid, for early termination of the stipulated period of stay, temporary absence or any other reasons whatsoever except under exceptional circumstances as determined and approved by the Management Office.

## **5 CHECK-IN PROCEDURES**

5.1 The Licensee shall present the following original documents to the Management Office for the check-in:

5.1.1 Matriculation Card, Identification Card and/or the Licensee's Passport for verification;

5.1.2 Student Pass, Social Visit Pass, Dependant's Pass, etc (where applicable).

If the Licensee does not present these documents, he or she will not be checked-in. If these documents are not presented by the stipulated check-in date, the Licensee will be deemed to have failed to check-in by the stipulated date and Clause 3.1 above will apply.

5.2 The Licensee shall conduct a room check and endorse on the inventory checklist form upon check-in to the Hostel. The form shall be returned to the Management Office within 24 hours of check-in or such longer time as may be allowed in writing by the Hostel.

5.3 In instances when the Licensee fails to sign or return the inventory checklist form, the Licensee will be deemed to have agreed that the Room and the Contents as listed in the form are in good working order and/or condition and to be responsible for any shortfall or damage to the Room or the Contents after the check-in.

5.4 The Licensee may check-in before or after the stipulated check-in date only with the prior written approval of the Office. In the case of an early check-in, the stipulated daily room rate will apply for the period between the early check-in date and the stipulated check-in date. In the case of a late check-in, the accommodation fees for the period from the stipulated check-in date will remain payable.

## 6 CHECK-OUT PROCEDURES

6.1 At least 1 week before the check-out date, the Licensee shall schedule with the check-out officer from the Management Office the time for a joint room-inspection, which is to be conducted during office hours on the actual check-out date.

6.2 Prior to the check-out, the Licensee shall clear all his or her belongings and clean the Room. If cleaning is required because the Room is not in an acceptable condition, a cleaning fee shall be imposed on the Licensee.

6.3 A check-out form completed and signed by the Licensee shall be endorsed by the check-out officer from the Management Office.

6.4 The Licensee shall return all issued hostel keys or access cards personally to the Management Office upon check-out.

6.5 Without prejudice to the other rights of the University, the stipulated daily room rate will continue to apply until the hostel keys are returned to the Management Office and the check-out procedures are completed.

## 7 ELIGIBILITY

- 7.1 The Room is for the occupancy of the Licensee who must be a full-time student registered with the University during the stipulated period of stay. The Licensee shall be ineligible to stay in the Room upon ceasing to be a full-time student of the University. It is the Licensee's responsibility to inform the University if he or she is no longer a full-time student registered with the University. The Licensee will vacate the Room as notified by the University.
- ~~7.2 A Licensee residing in a designated married student/ family accommodation, which allows the spouse and/or children to occupy the Room with the Licensee, shall ensure that only the Licensee's spouse and/or children (maximum of two children) are registered as joint occupants to the Room. A Licensee wishing to reside with occupants of a different relationship (parents, aunts, grandparents etc,) shall obtain prior approval from the Office of Student Affairs. Approval is granted on a case-by-case basis.~~
- ~~7.3 A Licensee residing in a designated married student/ family accommodation shall ensure that each of his or her registered occupants who is a foreigner has a valid pass (e.g. Social Visit Pass, Dependant's Pass, etc) for the stipulated period of stay. The Licensee shall submit documentation to support his or her declared relationships with the registered occupants and a copy of the registered occupants' valid passes to the Management Office upon check-in. Failure to submit these documents will subject the Licensee and the registered occupants to termination of stay.~~
- 7.4 If the Licensee is an international student, he or she shall ensure that his or her Student's Pass is valid during the stipulated period of stay. A Licensee without a valid pass faces expulsion from the University and action by the Immigration and Checkpoints Authority (ICA).

## 8 ROOM ASSIGNMENT

- 8.1 During the stipulated period of stay, the assigned Room shall be for the use of the following persons only:

Single room	Licensee only
Shared room	<del>Licensee with such other licensees as may be assigned and approved by the University only</del>
Married student or family accommodation	<del>Licensee with the registered occupants approved by the University only</del>

- 8.2 The Licensee shall not be eligible for any change or transfer of the Room or Hostel except under exceptional circumstances as determined and approved by the Management Office/s.
- 8.3 The University reserves the right, at any time on sufficient notice being given, to reassign another room in the Hostel to the Licensee.

- ~~8.4 Where a Licensee is occupying a double room, the University will have the right, for optimal use of its housing resources, to relocate the Licensee to another room or to assign another licensee to share the double room with the Licensee.~~
- 8.5 During the vacations, the University will have the right to relocate and consolidate licensees, including the Licensee, to designated blocks or hostels to maximise the occupancy in these blocks or hostels so as to enhance the personal safety of the residents and for better operational efficiency.
- 8.6 The University reserves the right to relocate the Licensee to another room or hostel for temporary occupancy in the event of any repair works, maintenance or improvement works, pest control or housekeeping works, emergency or unforeseen circumstances warranting such relocation.
- 8.7 The Licensee shall not be entitled to any refund of the accommodation fees or any other related charges or be entitled to any compensation arising from any such relocation described above.

## 9 TERMINATION OF AGREEMENT

- 9.1 The University reserves the right to terminate this Agreement by a notice in writing to the Licensee whereupon the Licensee shall vacate the Room in any of the following events:
- 9.1.1 The Licensee is terminated from the course of study;
- 9.1.2 The Licensee has withdrawn from the course of study;
- 9.1.3 The Licensee converts to part-time student status;
- 9.1.4 The Licensee becomes employed as a staff member of the University;
- 9.1.5 If the Licensee is an international student and does not have a valid Student's Pass or the registered occupants granted approval to stay with the Licensee in the Room do not have a valid pass (e.g. Social Visit Pass, Dependent's Pass, etc) during the stipulated period of stay;
- 9.1.6 Upon the Licensee being conferred the degree. For avoidance of doubt, the degree conferment date will be the date as indicated in the conferment letter sent by the Registrar's Office or Faculty;
- 9.1.7 The Licensee is on Leave of Absence, whether voluntary or mandated by the University;
- 9.1.8 The Licensee fails to make full payment of any outstanding accommodation fees or any other financial obligations due and payable under this Agreement;
- 9.1.9 The Licensee fails, for any reason, to comply with any provision of this Agreement or the Rules and Regulations;

- 9.1.10 The Licensee accumulates or exceeds the prescribed number of demerit points under the Demerit Point Structure for Housing Offences (“DPS”) found at [http://nus.edu.sg/osa/documents/housing/housing-agreement/demerit\\_point\\_structure.pdf](http://nus.edu.sg/osa/documents/housing/housing-agreement/demerit_point_structure.pdf);
- 9.1.11 The Licensee’s accommodation privileges are suspended or withdrawn by the Disciplinary Appeals Board, Board of Discipline, Head or Dean in disciplinary proceedings pursuant to the University’s Statutes and Regulations; or
- 9.1.12 The University deems such termination necessary or advisable in the interests of the safety of the other licensees in the Hostel.
- 9.2 The onus is on the Licensee to notify the Office of Student Affairs of any change referred to in clauses 9.1.1 to 9.1.7 above.
- 9.3 The Licensee shall vacate the Room by the date stated in the said written notice or within 48 hours if there is no date stated. The check-out procedures will still apply to the Licensee upon termination. Failure to comply with a notice to vacate may result in liability for accommodation fees at such rates as the University may determine until the Licensee vacates the Room and/or in civil or criminal trespass.
- 9.4 In the event that this Agreement is terminated and the Licensee does not vacate the Room or fail to comply with the check-out procedures, the University shall have the unconditional right to enter into and take complete possession of the Room and the Contents without being guilty of any manner of trespass and without prejudice to any other remedies it may have under the law.

## **10 RULES AND REGULATIONS**

- 10.1 The Licensee shall comply with all applicable statutes, regulations, rules, procedures, directions, policies, guidelines, codes of conduct and notices (as may be amended or prescribed from time to time) of the University, the Office and the Management Office (“Rules and Regulations”), in particular on matters such as health, safety, security, the proper conduct of Licensees and the orderly and efficient operation and administration of the Hostel.
- 10.2 The Licensee shall be responsible for accessing, reading, understanding and updating himself or herself of the Rules and Regulations prevailing from time to time.

## **11 CONDUCT**

- 11.1 When in the Hostel, the Licensee shall at all times respect the rights and privacy of other residents.
- 11.2 The Licensee is to use the common areas of the Hostel, including but not limited to the staircase, landings, dining hall, kitchen, pantry areas, bathrooms and laundry area, for their respective designated purpose in common with the other residents.

- 11.3 The Licensee shall not do or permit to be done in or upon the Room or the Hostel anything which may interfere with the quiet enjoyment of the other residents.
- ~~11.4 Where the Room is to be shared with another licensee, the Licensee shall use his best endeavours to share the use of the Room peaceably and amicably with such other licensee.~~
- 11.5 Noise level should be kept to a minimum.
- 11.6 The Licensee shall observe "Quiet Period" as stipulated by the Hostel. For Sheares Hall, the "Quiet Period" starts from 10pm and ends at 7am the next day. During the "Quiet Period", the Licensee shall avoid making any excessive or unusually loud sounds or noises which may annoy or disturb the other residents and/or residents of the neighbouring estates.
- 11.7 The Licensee shall attend all briefings and meetings as and when notified by the Office or the Management Office or its appointed representatives.
- 11.8 The Licensee shall not remove, change, install or replace any lock in a Room or the Hostel. The Licensee shall not duplicate any key issued to him or her.
- 11.9 The Licensee is strictly prohibited from passing his or her hostel keys or matriculation card to other licensees of the Hostel or any non-residents (non-residents include friends, classmates, family members, relatives, visitors, etc).
- 11.10 The Licensee is strictly prohibited from allowing non-residents to use his or her Room for any purpose in his or her absence.
- 11.11 The Licensee is strictly prohibited from accommodating any other person in the Room (this includes having a person staying overnight or exceeding the curfew hours for visitors in the Room). Visitors to Sheares Hall must leave the Hall by 11pm.
- 11.12 The Licensee is strictly prohibited from subletting the Room to any other person, with or without monetary consideration.
- 11.13 A Licensee residing in a single room shall keep the door open or ajar whenever a member of the opposite gender is in the Room.
- ~~11.14 A Licensee residing in a shared room is only allowed to entertain his or her visitors in the common areas (e.g. living room, lounge, etc.).~~
- 11.15 The Licensee is required to close and/or lock the common areas' entry/exit gates and fire exit doors at all times. Propping or otherwise keeping open entry/exit points into Sheares Hall is strictly prohibited.
- 11.16 The Licensee shall not compromise the safety or security of the other residents or any security measures put in place by the University, the Office or the Management Office. The licensee who spots any suspicious character(s) loitering around Sheares Hall should report him/her/them to the Hall Office, Resident Fellow(s), or Hall Master.
- 11.17 The Licensee shall not trespass into another resident's room or any area of the Hostel which he or she is not authorised to enter into.

- 11.18 The Licensee shall not change the Room allocated to him or her without the approval of the Management Office.
- 11.19 Facilities in the Hostel booked by the Licensee are non-transferable.
- 11.20 The Licensee is prohibited from engaging in conduct in or about the Hostel which poses a threat to the health or safety of others or which interferes with the rights or well-being of other persons.
- 11.21 The Licensee is prohibited from sleeping in the common areas (eg. TV room, lounge, etc).
- 11.22 The Licensee is to be appropriately attired when in the common areas (e.g., dining hall, multi-purpose hall, block lounge, block common corridor). He or she is to be attired in a manner that ensures the upper and lower body is properly covered. Bathrobes, night-dresses, swimwear, skimpy shorts and negligees are not considered proper attire.
- 11.23 The Licensee shall not be attired in a manner that will prevent him or her from being readily identifiable, for example, wearing clothing that covers the face or the use of a full-face motorcycle helmet or a mask that hinders easy identification.
- 11.24 Gambling, smoking, consumption of alcohol and habit-forming drugs as well as anti-social habits such as spitting and littering are strictly prohibited in the Hostel. Any items related to such activities may be removed by the Hall Office, for which a service fee may be charged for recovery.
- 11.25 The Licensee shall not be in a state of drunkenness or behave in a disorderly manner while at the Hostel.
- 11.26 Solicitation, sale or promotion of any goods or services or any political or social cause by the Licensee within the Hostel is prohibited.
- 11.27 Activities at the Hostel contravening the Code of Student Conduct or the laws of Singapore are prohibited.
- 11.28 Any form of ragging, orientation or initiation activity by a Licensee or a group of licensees is strictly prohibited in the Hostel. Only orientation activities approved by the University, the Office or the Management Office are permitted. In Sheares Hall, the task of organizing orientation activities is delegated to one or more official student committees, but all activities must be approved by the Senior Common Room Committee.
- 11.29 The keeping of animals and pets in the Hostel is prohibited.
- 11.30 The use of heating and food preparation appliances, waterbeds, private air conditioners, air coolers and any other items not expressly approved by the Management Office are prohibited in the Hostel. Such appliances and items may be removed by the Hall Office, for which a service fee may be charged for recovery.
- 11.31 A surcharge will be imposed on approved personal appliances (e.g. mini-refrigerator).



Such appliances have to be registered with and approved by the Management Office prior to installation. For such approved installation, the Licensee shall be responsible for its repair and its removal upon checking-out.

- 11.32 The Licensee may apply for the installation of a personal telephone line in the Room. As a subscriber, the Licensee shall be responsible for all costs incurred and the maintenance of the telephone line and equipment. This shall include the cost payable when a Licensee is relocated to another Room or Hostel.
- 11.33 Loss or damage of hostel keys shall be reported to the Management Office within 24 hours or the next working day. The cost of replacing the hostel keys and lock shall be borne by the Licensee.
- 11.34 If the Licensee is locked out of his or her Room, ~~the cost of engaging a locksmith shall be borne by the Licensee~~ the Licensee may approach the Hall Office (during office hours) or his or her Resident Fellow (after office hours) for assistance. A service fee may be charged for such assistance.
- 11.35 Reports of theft or loss of personal belongings will be handed over to the Police for investigation and further action.
- 11.36 Meals are served at specified times in the dining hall. No plates, bowls, cups, or other cutlery items are to be removed from the dining hall.
- 11.37 No refunds are given for meals not consumed, unless there are exceptional circumstances (e.g., medical grounds, religious grounds) in which case prior permission must be obtained from the Hall Master.
- 11.38 There are several Hall Dinners in a year and the Licensee is expected to attend these dinners. The Licensee is liable to be charged for the dinner if no prior approval from the Hall Office is obtained. Where a Hall Dinner takes place outside the Hall (e.g., the Hall's Dinner and Dance (D&D) event), no dinner will be served in the Hall and no refunds will be given.

## **12 FIRE AND COMMUNAL SAFETY**

- 12.1 The Licensee is prohibited from activating, without reasonable cause, fire alarms, thereby producing false alarms, or damaging any fire-safety equipment or discharging or tampering with fire safety equipment without a fire or the reasonable threat of a fire being present. ~~Fire hose-reels and extinguishers are to be used only for fire-fighting purposes.~~
- 12.2 Cooking or the use of naked flames, fire, incense sticks, candles, mosquito coils and sparklers is not permitted in the Room. Preparation of food is strictly restricted to the kitchen provided. The Licensee shall not leave any cooking or microwaving unattended in the kitchen.
- 12.3 Smoking is not allowed in the Room or ~~anywhere else~~ in the Hostel, ~~including but not limited to rooftops, stairwells, carparks and the back lane of Sheares Hall.~~

- 12.4 Activities involving or the possession of chemicals, bio-compounds, etc that may cause fire, explosion or any kind of hazard to the residents are strictly prohibited.
- 12.5 The Licensee is prohibited from altering or adapting electrical outlets and equipment and from overloading the circuits. Do-It-Yourself (DIY) wiring and other electrical set-ups by the Licensee are prohibited in the Hostel.
- 12.6 The Licensee is required to attend all fire drills conducted in a swift and orderly manner.
- 12.7 The Licensee is prohibited from placing any garbage, trash, bicycles or other articles (e.g. shoes, slippers, shoe racks, laundry, clothes racks, bags, receptacles, detergent, potted plants, etc) in the common areas (which will include corridors, stairs, passageways, ledges, balconies, fire hose-reel cabinets, dry riser cabinets, wet riser cabinets, etc) of the Hostel. Fire safety regulations stipulate a maximum of two pairs of footwear on the floor outside the Room, placed in an unobstructive manner. The Management Office reserves the right to remove or discard any item or article stored or placed in the common areas in violation of this clause. Such item or article will not be returned to a claimant without satisfactory proof of ownership and payment of all expenses incurred for its removal and/or storage. A Licensee who wishes to seek exemption from this clause is required to seek prior approval from the Management Office
- 12.8 The Licensee shall not throw objects from windows, balconies, fire escapes or other exterior parts of the Hostel.
- 12.9 Bicycles and other modes of transport (e.g., personal mobility devices) that will be parked within the Hall's premises must be registered with the Hall Office. These modes of transport must be parked only at the designated areas in the Hall. Unregistered modes of transport or those not parked at the designated areas may be removed and a service fee may be charged for recovery.

### **13 CARE OF ROOM, FACILITIES AND COMMON AREAS**

- 13.1 The Licensee is responsible for the care of the Contents in the Room and the property in the facilities and common areas of the Hostel. The Licensee is responsible for keeping the Contents, the Room, the facilities and the common areas in the Hostel clean, safe and in a good condition. The Licensee is strongly advised against changing the orientation of the Contents in the Room to minimize damage. If the Licensee still chooses to do so, he/she must restore the Contents to their original orientation before check-out. The Licensee will be responsible for all costs related to restoring the Contents to their original orientation.
- 13.2 No Licensee may paint, put nails or screws in, make holes in, or otherwise alter, dirty or damage the Room or any other part of the Hostel.
- 13.3 The Licensee shall not post or hang signs, notices, posters, banners, and the like on the walls of, or in or about, the Hostel in areas not designated by the Management Office for such a purpose, unless prior permission has been obtained from the Management Office. Nothing is to be affixed to the doors of the lifts in Sheares Hall.

- 13.4 The Licensee is prohibited from removing any appliance, furniture, furnishing, fitting or fixture from the Room and the common areas of the Hostel.
- 13.5 The Licensee is responsible for the cost of repair, repainting, rectification or replacement in the event of damage or loss caused to the Contents, the Room, the facilities and the common areas in the Hostel.
- 13.6 Any fault in or damage to the facilities or the common areas in the Hostel shall be reported without delay by filling up a work request form available at the Management Office.
- 13.7 If damage or loss to the facilities or common areas of the Hostel is determined to have been caused by the carelessness, negligence or improper conduct of the Licensee's ~~registered occupants~~ or visitors, the Licensee shall be responsible for the cost of such repair, repainting, rectification or replacement.
- 13.8 Licensees sharing common facilities within a designated area of the Hostel shall be liable for a joint payment towards the cost of repair, repainting or rectification of the common facilities and appliances within the designated area in the event that the cause of such damage or loss to the shared facilities cannot be attributed to a single Licensee.
- 13.9 The University will also not store away furniture provided in the Room not required by the Licensee. The Licensee shall gauge the size of the Room first before bringing in his or her own furniture.
- 13.10 The Licensee is prohibited from using the Hostel as a storehouse for transshipment.
- 13.11 The Licensee shall be responsible for the conservation of water and electricity. The Licensee shall ensure that all lights, fans, air-conditioners, personal computer and other electrical equipment (such as battery charger, alarm clock, etc) are switched off before leaving the Room or the common areas.
- 13.12 The Licensee shall observe good habits in the use of kitchen. Plates and utensils are to be washed and cleaned after use. Food scraps and litter should be properly disposed off in the rubbish bin provided.
- 13.13 The Licensee shall comply with the instructions on the proper use of the washer and dryer. Cleaned laundry shall be promptly removed from the washer and dryer. Clothes shall only be dried at designated drying areas provided. Drying of clothes or laundry at windows, passageways, kitchens, staircases and other non-designated areas are strictly prohibited.

#### **14 ROOM INSPECTION & REPAIRS**

- 14.1 The University reserves the right for its authorised representatives to enter and inspect any Room in the interests of health, safety, and the orderly and efficient operation and administration of the Hostel, or to carry out any cleaning, repair, installation, maintenance, or improvement works.

- 14.2 If emergency, health or safety circumstances warrant, entry may be made at any time, whether or not the Licensee is present, and without prior notice to the Licensee.
- 14.3 Entry may also be made at any time, whether or not the Licensee is present, and without prior notice to the Licensee, if there are reasonable grounds to believe or suspect that:
- 14.3.1 any substance, material, item or article is being used, kept or stored in the Room and such use or possession is illegal or prohibited by law or by the Rules and Regulations; or
- 14.3.2 there is a breach or contravention of the immigration laws; or
- 14.3.3 there is a breach of any provision of this Agreement.
- 14.4 The provisions of this clause are without prejudice to the rights of the University as Licensor.

## 15 VISITOR POLICY

- 15.1 The Licensee shall abide by the "Visiting Hours" of the Hostel as stipulated in the Rules and Regulations. For Sheares Hall, "Visiting Hours" are defined as starting from 7am and ending at 11pm the same day. The Licensee shall ensure that his or her non-resident visitors be accompanied by the Licensee at all times.
- 15.2 Such non-resident visitors are to leave the Hostel by the stipulated time. For Sheares Hall, this stipulated time is 11pm. They are strictly prohibited from staying overnight in the Hostel.
- 15.3 The Licensee is responsible for his or her visitor's full compliance and observance of the provisions of this Agreement and of the Rules and Regulations. Any breach of this Agreement or of the Rules and Regulations by the visitor shall be deemed to be a breach by the Licensee.

## ~~16 WAIVER~~

- ~~16.1 Neither the failure nor delay by the University to exercise any right or remedy under this Agreement or to insist upon strict compliance by the Licensee with any of its obligation shall constitute a waiver of any of the University's right or remedy under this Agreement.~~
- ~~16.2 No waiver of any breach of any terms of this Agreement shall be deemed to be a waiver of any other or of any subsequent breach.~~

## ~~17 NO SUBCONTRACTING OR ASSIGNMENT~~

~~17.1 The Licensee shall not sub-contract, assign, novate or otherwise transfer or dispose of any part of its rights or obligations under this Agreement to any other person without the prior written consent of the University.~~

## ~~18 NO THIRD PARTY RIGHTS~~

~~18.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.~~

## ~~19 SEVERABILITY~~

~~19.1 If any part of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.~~

## ~~20 HEADINGS~~

~~20.1 The headings in this Agreement are for convenience only and not for the purpose of interpretation.~~

## ~~21 CHOICE OF LAW AND JURISDICTION~~

~~21.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Licensee irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.~~

## **22 EXCLUSION OR LIMITATION OF LIABILITY**

22.1 As far as permitted by law, the University shall not be liable directly or indirectly for personal injury, loss of life, loss or damage to any personal property of the Licensee, his or her registered occupants or visitors suffered in the Hostel.

22.2 The Licensee shall lock the door and windows when he or she leaves the Room. The University shall not be liable for any damage or loss suffered by the Licensee arising from any unauthorised entry into the Room.

22.3 Without prejudice to the foregoing, the Licensee shall alert the Management Office to any building defect (including water seepage, termites, etc), mechanical and electrical defect or defect to the Contents in his or her Room for remedial action. There will be no compensation for any loss and/or damage caused to any personal property of the Licensee, his or her registered occupants or visitors due to such defects wherever arising in the Hostel (including defects in the Room or in the facilities or common property of the Hostel).

- 22.4 Where reasonable care is taken to provide the Room with furnishings and appliances that are in working order, there will be no refund or compensation should the furnishings or appliances break down in the course of the stipulated period of stay.
- 22.5 The University shall not be responsible for any delay or non-delivery of utilities or other services to the Room or the Hostel that are beyond the University's control.
- 22.6 The University shall not be responsible for the Licensee's belongings not removed from the Room after the stipulated period of stay has expired or the cancellation or termination of this Agreement. The University may dispose of such belongings and the Licensee shall be responsible for the costs incurred thereby.
- 22.7 The Licensee expressly authorises the University to receive and sign, without liability whatsoever, for all personal property and goods delivered to the Hostel by post, courier or hand intended for the Licensee. The Licensee agrees not to hold the University liable for any loss or damage caused to such property or goods.

### **23 ~~LIABILITY FOR REGISTERED OCCUPANTS AND VISITORS~~**

- 23.1 The Licensee is responsible for his or her ~~registered occupant's (where applicable)~~ and visitor's full compliance and observance of the provisions of this Agreement, in particular Clauses 11, 12, 13 and 15 of this Agreement, and of the Rules and Regulations. Any breach of the provisions of this Agreement or of the Rules and Regulations by the ~~registered occupants or~~ visitors shall be deemed to be a breach by the Licensee.
- 23.2 In addition to any rights and remedies that the University may have against the Licensee's registered occupants and visitors, the Licensee shall be liable to and shall indemnify the University for any loss and damage caused by the ~~registered occupants and~~ visitors.

### **24 DISCIPLINARY ACTION**

- 24.1 Without prejudice to the foregoing, the Licensee is advised to read and acquaint himself or herself particularly with Statute 6 and Regulation 10 of the University's Statutes and Regulations on "Discipline with Respect to Students", the Code of Student Conduct and the Guidance Note as breach of certain terms and conditions of this Agreement or of the Rules and Regulations may also attract disciplinary action.
- 24.2 Disciplinary action may result in a range of sanctions including, but not limited to, fines, revocation of visitation privileges and non-consideration for future accommodation at any hostel.