

## **TERMS AND CONDITIONS OF THE LICENCE TO OCCUPY RESIDENTIAL PREMISES AT INTO NEWCASTLE UNIVERSITY**

### **Words used in these Terms and Conditions**

The words “Room”, “Licensee”, “Licence Period” and “Licence Fee” refer to the descriptions given in the Licence to Occupy Residential Premises signed by the Licensee.

### **Description of the term “Residential Premises” as used in this document:**

This is the room allocated to the licensee together with the use in common with others of the related cooking and dining facilities and fixtures, furniture and furnishings therein located in the INTO Residential Premises.

### **A: The Licence**

#### **The Licence**

##### **1. Issue of Licence:**

**1.1** This Licence will be granted by INTO Newcastle University LLP to an individual student (Licensee) to occupy the residential accommodation.

##### **2. The Licensee will occupy the Residential Premises for the whole of the licence period subject to:**

**2.1** Termination of this Licence in accordance with paragraphs 3, 4 or 5 and;

**2.2** If the Licensee does not vacate the Residential Premises after this Licence has been terminated INTO Newcastle University LLP, will apply to the court to obtain possession and may also ask the court to order that the Licensee pays INTO Newcastle University LLP’s costs and for use of the Residential Premises until possession is given.

##### **3. The Licence may be terminated by the Licensee:**

**3.1** There is no notice period, which means you will not be released from your contract unless and until INTO can reallocate the room.

##### **4. The Licence may be terminated by INTO Newcastle University LLP:**

**4.1** By notice in writing to the Licensee by way of the issue of a Notice to Quit, for any breach which is not a minor breach by the Licensee of the Licence or of the Terms and Conditions of the Licence to Occupy Residential Premises. Immediate vacation may be required if this is due to inappropriate behaviour.

**4.2** INTO Newcastle University LLP may, following termination of the Licence (either by Notice to Quit or expiry of the Licence Period), reserve the right to prohibit the Licensee from entering the same accommodation or other INTO Newcastle University LLP accommodation as deemed necessary either during any notice period or following the Licence termination.

**4.3** After the Licensee ceases to be an INTO or Newcastle University student at the end of their course.

**4.4** After the Licensee withdraws from their course and ceases to be an INTO or Newcastle University student. The Licensee is required to give one full term’s notice in writing. Full charges will apply during the notice period.

**4.5** If in the reasonable opinion of INTO Newcastle University the health or behavior of the Student constitutes a serious risk to him/herself or others or the University’s or others’ property and (except where the reason is related to the Student’s health) the INTO Newcastle University shall be entitled to charge the Student £100 towards the costs of administration and cleaning the room.

##### **5. The Licence shall terminate forthwith on:**

**5.1** The Licensee ceasing to be a full-time INTO or Newcastle University student.

**5.2** The Licensee being excluded from residential property owned, controlled or managed by INTO Newcastle University LLP under the provisions of INTO Newcastle University LLP’s and the University’s Disciplinary Procedures (including the exercise by the Vice Chancellor of emergency powers permitted by the University’s Statutes). The Licensee shall then be required to vacate the Residential Premises on being given notice to do so by INTO Newcastle University LLP.

#### **Changes to the Licence**

##### **6. Room Change as required by INTO Newcastle University:**

**6.1** INTO Newcastle University LLP may, at no extra cost to the Licensee, require the Licensee at any time during the Licence Period and on reasonable notice to move to such other Residential Premises as may be available from time to time.

6.2 INTO Newcastle University will if reasonable require the Licensee to pay an administrative fee of £30 to meet costs incurred by making any change of Residential Premises.

### **Personal Information**

#### **7. Use of Personal Information by INTO Newcastle University**

7.1 The Student hereby authorises INTO Newcastle University to use his/her personal data for all lawful purposes in connection with this contract (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the student or to others or to INTO Newcastle University or the University's or other people's property)

7.2 INTO Newcastle University will not disclose personal information obtained from the Student except as permitted by clause 7.1 of this contract or where there is a serious risk of harm to the Student, to others, or to INTO Newcastle University and the University's or other people's property.

### **B. University Responsibilities**

#### **8. INTO Newcastle University LLP will:**

8.1 Provide electricity, heating and water (see 8.2).

8.2 Once per week, excluding Saturdays and Sundays and days when INTO Newcastle University LLP is closed, clean the study bedrooms including the bathroom areas (unless services withdrawn).

8.3 Provide a daily cleaning service in all cooking and dining areas, except Saturdays and Sundays and days when INTO Newcastle University LLP is closed and when cleaning services have been withdrawn from Residences where the cleaning staff cannot reasonably carry out their normal duties.

8.4 Maintain the structure and exterior the fixtures and fittings and contents of the premises in good repair and replace contents fixtures and fittings that become defective due to fair wear and tear during the Licence period.

#### **9. INTO Newcastle University LLP will not be liable to the Licensee for:**

9.1 Any loss, damage or inconvenience (save for death or personal injury caused by the negligence of INTO Newcastle University LLP) which may be suffered by the Licensee as a direct or indirect result of the inability of INTO Newcastle University LLP by reason of circumstances or events beyond INTO Newcastle University LLP's reasonable control to provide equipment, commodities and services in accordance with the Licence, including without prejudice to the foregoing in the event that heating and/or electricity apparatus is shut down for the purpose of essential maintenance and/or so that INTO Newcastle University LLP may comply with its statutory obligations with regard to such apparatus.

9.2 Any nuisance, loss or inconvenience to the Licensee arising out of any building construction, maintenance or repair work to the Residential Premises, the building in which they are situated or any neighbouring land or buildings.

### **C. Student Responsibilities**

#### **Fees**

#### **10. The Licensee will:**

10.1 Pay the Accommodation fees to INTO Newcastle University in advance four weeks prior to the course commencement.

10.2 Pay the Fees to INTO Newcastle University before this contract comes into effect.

10.3 Pay the late fee charge(s) where relevant.

10.4 To notify INTO Newcastle University in advance if the Accommodation is likely to be unoccupied for more than 7 days.

10.5 Authorises INTO Newcastle University may use the deposit in settlement or part-settlement of any breach by the Student of the Student's obligations in this contract, including disrepair.

#### **Cleaning**

#### **11. The Licensee will:**

11.1 Keep the Residential Premises in a clean and tidy condition.

11.2 Make the Residential Premises available for access by the cleaner as necessary. Please see information in your room for specific details of when your bedroom/bathroom/kitchen will be cleaned.

11.3 Pay the reasonable costs of additional cleaning and any related administrative costs incurred where the cleaning staff has been required to carry out works unreasonably beyond their normal duties. Where the cause of these costs cannot be attributed to individuals all residents of the house or flat will be invoiced an equal share of the cost to INTO Newcastle University LLP of the additional cleaning and administration subject to a minimum fee.

**11.4** To notify INTO Newcastle University in advance if the Accommodation is likely to be unoccupied for more than 7 days

**11.5** On departing their room for the final time, clear all personal effects, waste and unwanted items from the Residential Premises, items left at the premises may be removed and destroyed. Please note that under the Waste Electrical and Electronic Equipment Regulations 2006 (WEEE) you must not leave any electrical item in your room as it cannot be disposed of by INTO Newcastle University LLP's staff. Charges will be incurred for the disposal of items left behind.

#### **Maintenance**

##### **12. The Licensee will:**

**12.1** Inform INTO Newcastle University LLP within 7 days of the commencement of the initial Licence period of any defect in the Residential Premises, or any deficiency of furniture or fittings against the relevant inventory provided.

**12.2** Inform INTO Newcastle University LLP promptly of any defect in the Residential Premises requiring repair or any deficiency of furniture or fittings which may become apparent during any period of the Licence.

**12.3** Allow persons so authorised by INTO Newcastle University LLP to enter the Residential Premises at reasonable times and with advance notice to the Licensee wherever practicable to view the state and condition of the Residential Premises to carry out repairs or maintenance thereto or to adjoining property.

**12.4** Reimburse INTO Newcastle University LLP with the reasonable cost of works and supplies and equipment needing to be repaired or replaced at the Residential Premises as a result of damage or loss caused or permitted by the Licensee which is not attributable to fair wear and tear and reasonable storage charges for any item removed from Residential Premises under clause 13, in addition to any administrative fee in force at the time.

##### **13. The Licensee will not:**

**13.1** Make or suffer to be made any alterations to the internal or external finishes or structure of the Residential Premises or adjoining properties including the erection of any external TV or radio aerial or satellite dish.

**13.2** Damage or allow others to damage any part of, or equipment in, the Residential Premises including the communal areas.

**13.3** Where the cause of the cost or repairing or replacing items or areas damaged in communal areas cannot be attributed to individuals all residents of the house or flat will be invoiced an equal share of the cost to INTO Newcastle University LLP of the additional costs and administration save for any resident who can reasonably demonstrate that he or she was not present when the damage occurred.

**13.4** Remove from the Residential Premises any furniture or fittings which are the property of INTO Newcastle University LLP.

**13.5** Install or erect additional fittings or suffer these to be installed or erected in or on the Residential Premises or adjoining properties.

#### **Safety and Fire Safety**

##### **14. The Licensee will:**

**14.1 Electrical Apparatus:** The Licensee will, without prejudice to 14.1, comply immediately with any requirement notified in writing to ensure the safe use of electrical apparatus.

**14.2 Electrical Switches:** Except for INTO Newcastle University fridges/freezers students must switch off all electrical, gas and water appliances after use and ensure taps and electric lights are turned off when leaving a room unoccupied.

**14.3 Fire Safety Procedures:** The Licensee will comply with all such fire safety procedures as are currently in force and which have been notified to the Licensee. These will be prominently displayed in all INTO University residencies and shall be binding on all resident and non-resident students.

**14.4 Fire alarms:** The licensee will evacuate the Residential Premises immediately on the sounding of the fire alarm.

**14.5 Fire Drills:** All students, including student's visitors, must cooperate with fire evacuation drills. Anyone not evacuating for a drill within 4 minutes will be fined.

**14.6 Doors:** Students shall ensure that external doors are locked after they use them and shall not leave open any window when their accommodation is unoccupied.

## Prohibited Items

### 15 The Licensee will not:

**15.1 Electrical Items:** Use in the Residential Premises any electrical or cooking appliance other than those appliances for the personal use of the Licensee being: Bedside Lamp, Coffee Maker\*, Television, DVD player or recorders, Domestic Iron, Hair dryer, Kettle, Hi-fi equipment, PC (not wireless routers), Printer, Typewriter, Slow Cooker\*, Rice Cooker\*, Sandwich toaster\*, Grill\* (\*in the kitchen only), Shaver, such other appliances as may be specifically approved in writing by INTO Newcastle University LLP and assistive technology for disabled students.

**15.2 Furniture:** Students must not bring any furniture into residences. Whether or not it meets current fire safety standards, additional furniture is a fire hazard because over-furnished rooms impede means of escape.

**15.3 Pets:** Keep domestic pets (other than a registered assistance dog) or any animals, birds, fish, insects or reptiles of any description in the Residential Premises.

**15.4 Bicycles:** Bring into or store in the Residential Premises or adjoining properties belonging to the INTO Newcastle University LLP or in any areas other than those duly authorised by the INTO Newcastle University LLP for such purposes, bicycles or motor vehicles of any kind including motor cycles and mopeds, or substantial parts from them.

**15.5 Adaptors:** Appliances bought overseas must comply with UK/EU electrical safety standards. To adapt plugs from overseas a fused international adaptor is required. Infused and illegal adaptors will be immediately removed if found in accommodation.

**15.6 Firearms and Weapons:** Bring firearms, knives or other weapons or replica firearms or weapons including air guns, air pistols, paint-balling guns and BB or pellet guns into the Residential Premises.

**15.7 Posters and Coverings on Bedroom Walls:** Place on any wall, ceiling or window of the study bedrooms any posters, paper, material or covering of any kind. Posters can only be placed on the notice board provided.

**15.8 Posters and Coverings within Kitchens/Communal Areas:** Place on any wall, door, ceiling, window or light fitting of the kitchen or communal area, any posters, paper, material or covering of any kind.

**15.9 Combustibles:** The Licensee will not use or keep in the Residential Premises any device or apparatus for lighting or heating by the ignition of combustible materials including wax candles, incense fireworks and petroleum products.

**15.10 Drugs:** The Licensee will not keep any drugs in their room including Class A and Class B drugs.

### 16. The Licensee will:

**16.1 Removal of Prohibited Items:** Allow persons authorised by INTO Newcastle University LLP to enter the Residential Premises at any reasonable time to remove anything found referred to in paragraph 15.

## Medical and Health

### 17. The Licensee shall adhere to the following in relation to medical and health issues:

**17.1** Any student who is diagnosed with or who has been in contact with an infectious or contagious disease must inform INTO Newcastle University immediately.

**17.2** If the infection or contact takes place in the vacation, the student shall not resume residence until it is confirmed that there is no risk of disease affecting other residents, and to this end it may be (depending on the circumstances, but always acting reasonably) requested that the student provides a medical or quarantine certificate as a pre-condition of returning to their accommodation.

**17.3** INTO Newcastle University shall make such reasonable adjustments as are necessary to ensure that disabled students in University accommodation are not put at a substantial disadvantage when compared with other students.

**17.4** If any student's medical condition results in behavior which, in the reasonable opinion of the Accommodation Officer or an authorised member of staff, materially and adversely affects the health or well-being of other residents (for example a student who self-harms in shared facilities) then INTO Newcastle University may request the student's co-operation in:

**17.4.1** seeking treatment or taking medication; and/or

**17.4.2** moving to a different type of University accommodation where this is available and would be likely to help; and/or

**17.4.3** moving out of University accommodation temporarily until the student's condition improves (in which case the student will be asked to vacate their room, will not be charged for the period of

absence, and will be offered accommodation, but not necessarily the same accommodation, once the student's condition enables them safely to return).

**17.5** The Newcastle University's policy and guidelines on the use of illicit drugs shall apply to all Newcastle University and INTO Newcastle University's residential accommodation and all students shall be notified of the policy <http://www.ncl.ac.uk/accommodation/current/terms/> before taking up residence. INTO Newcastle University shall co-operate fully in any police investigation into the use of controlled drugs or substance abuse.

**17.6** Students shall report any accident in which they are involved or any accident or incident to which they are witness in accommodation to an authorised person

### Prohibited Activities

#### **18. The Licensee will not:**

**18.1 Subletting / Transfer of Benefits:** Transfer or part with possession of the whole or any part of the Residential Premises.

**18.2 Visitors:** have more than four visitors/guests in the Accommodation at any one time or allow visitors to occupy the Residential Premises for the purpose of sleeping overnight.

**18.3 Unauthorised Visitors:** No student shall admit anyone into University accommodation unless they are known to the student or have shown proof of their identity to the student.

**18.4 Inappropriate Use of Premises:** Use or permit to be used the study bedroom other than as a private study bedroom for occupation by the Licensee alone.

**18.5 Unlawful or Disruptive/Violent Behaviour:** Do or encourage to be done on the Residential Premises or on any adjoining premises belonging to the University or INTO Newcastle University LLP anything which is unlawful or which may be or become a nuisance, annoyance or offence to the running of the University or to the occupiers of other premises. In particular, noise is to be avoided at all times, especially between 23.00 and 07.30 hours. Any student who behaves in a violent, intimidating, harassing or aggressive manner towards others, the University and INTO Newcastle University risks such behaviour being treated as a serious breach of a student's contract which could lead to it being terminated.

**18.6 Tampering with Fire Safety Equipment:** The Licensee will not interfere with or suffer others to interfere with any fire fighting equipment, fire safety notices or other fire fighting facilities or do or suffer to be done anything to the prejudice of the validity of the fire insurance policies for the time being subsisting in relation to the Residential Premises. Fines will be issued to anyone found tampering with fire safety equipment.

**18.7 Smoking:** smoke or allow others to smoke in the Residential Premises. This includes the study bedroom, kitchens, common rooms, halls, entrance areas, corridors and stairwells. Smoking is only permitted in designated smoking areas outside the building.

**18.8 Airing/Drying clothes:** The Licensee will not dry or air clothes or linen of any kind outside the Residential Premises or in communal areas within the residences. Laundry facilities will be available to all INTO students – please refer to the INTO Residential Accommodation Factsheet for further information on these.

**18.9 Use of Harmful Products:** The Licensee will not put anything harmful or which is likely to cause blockage in any pipes or drains

**18.10 Barbecues:** Students may not hold or attend barbecues on any part of the campus except for those organised by the Newcastle University or INTO Newcastle University.

### Keys

#### **19. Return of Key Fob:**

**19.1** The Licensee will return to the INTO Residence Manager the key fob to the Residential Premises at the end of each Licence period failing which will be charged a £25 late return of key fob fine.

**19.2** Temporarily issued key fobs must be returned by the due date and will at all times remain the property of INTO Newcastle University LLP who may restrict their use. Failure to return temporarily issued key fobs by the due date can incur a late return of key fobs fine of £25.

**20. Making duplicate key fobs:** The Licensee will not make permit or suffer to be made duplicates of the key fob to the Residential Premises, nor will the Licensee allow the use of the key fobs to be used by any other person, even if that person is a resident in the same building.

### Insurance

**21.** The Licensee acknowledges that INTO Newcastle University LLP cannot be held responsible for the Licensee's personal property including clothing and perishable foodstuffs but that personal

possessions insurance will be provided by **Endsleigh Independent Insurance Services Ltd.** The Licensee may, if they wish, increase the personal basic cover offered as part of the block insurance directly with Endsleigh Insurance Ltd.

### **Disciplinary Procedures**

#### **22. INTO Newcastle University LLP will:**

**22.1** If a student is in breach of Regulations applicable to Newcastle University or INTO Newcastle University's Residences or the terms of his/her contract, INTO Newcastle University or Newcastle University may in its reasonable discretion take disciplinary action against them.

**22.2** INTO Newcastle University shall make these Regulations available to all students before they take up residence and ignorance of these Regulations shall not be acceptable as an excuse for infringement of them.

**22.3** Nothing in these Regulations shall prevent the INTO Newcastle University or Newcastle University from reporting a student's actual or suspected criminal conduct to the police.

### **Refunds**

#### **23. Refunds will be dealt with as follows:**

**23.1** INTO Newcastle University will not give refunds or discharges of accommodation charges unless one or more of the following grounds (in the University's reasonable discretion) applies:

- compassionate grounds, such as the student's or their partner's long term or substantial illness.
- material change in the student's personal circumstances, likely to adversely affect their life or work, such as bereavement or pregnancy.
- extreme financial difficulties. Students should have pursued all reasonable options to alleviate the financial situation.
- INTO Newcastle University material misrepresentation about the accommodation

**23.2** Where an application for refund or discharge of charges is accepted, INTO Newcastle University will notify the student in writing of that fact and arrange for any refund to be made as soon as practicable after the student vacates.

**23.3** Where an application for refund or discharge of charges is rejected, INTO Newcastle University will notify the student in writing of that fact and give reasons for its decision.

**23.4** A student whose application for refund or discharge of charges is rejected may stay in their accommodation until a replacement student, reasonably satisfactory and not already in University accommodation is found or they may vacate, but in these circumstances they will remain liable to pay the charges for the room until a new contract is granted to a suitable replacement student