

Terms and Conditions of the Licence to Occupy Residential Premises at INTO UEA LLP

1.6 – August 2019

Contents

Words used in these Terms and Conditions.....	2
(A) The Licence	2
<i>Changes to the Licence</i>	3
(B) University Responsibilities	3
(C) Student Responsibilities.....	4
<i>Cleaning</i>	4
<i>Maintenance</i>	4
<i>Safety and Fire Safety</i>	5
<i>Prohibited Items</i>	5
<i>Prohibited Activities</i>	6
<i>Keys</i>	7
<i>Meals</i>	7
<i>Personal Property</i>	8
Creation and Revision History	8

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 INTO Centre.

(A) The Licence

1 Issue of Licence:

- 1.1 This Licence will be granted by INTO University of East Anglia LLP to an individual student (Licensee) to occupy the residential premises.

2 The Licensee will occupy the Residential Premises and pay the Licence Fee for the whole 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 University of East Anglia LLP, will apply to the court to obtain possession and may also ask the court to order that the Licensee pays INTO University of East Anglia 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 Within seven days of the start date of the licence period, and having advised the INTO Accommodation Officer in writing of their intention to do so and vacating the room and returning the key within this seven day period.
- 3.2 Any other terminations will be exclusively by mutual written consent between the licensee and the centre director. For example, where INTO requires the room for another student due to lack of availability.

4 The Licence may be terminated by INTO University of East Anglia LLP:

- 4.1 By no less than 28 days’ 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.
- 4.2 INTO University of East Anglia 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 University of East Anglia 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 UEA student at the end of their course.
- 4.4 After the Licensee withdraws from their course and ceases to be an INTO or UEA student.

The Licensee is required to give one full term’s notice in writing. Full charges will apply during the notice period.

5 The Licence shall terminate forthwith on:

- 5.1 The Licensee ceasing to be a full-time INTO or UEA student.

- 5.2 The Licensee being excluded from residential property owned, controlled or managed by INTO University of East Anglia LLP under the provisions of INTO University of East Anglia 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 28 days' notice to do so by INTO University of East Anglia LLP.

Changes to the Licence

6 Room Change as requested by the Student:

- 6.1 INTO University of East Anglia LLP may permit the Licensee at any time during a Licence period to substitute for the Residential Premises specified in the Licence such other Residential Premises as may be available from time to time.
- 6.2 INTO University of East Anglia LLP will if reasonable require the Licensee to pay an administrative fee of £30 to meet costs incurred by making any change of Residential Premises.

7 Room Change as required by the University:

- 7.1 INTO University of East Anglia 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.

(B) University Responsibilities

8 INTO University of East Anglia LLP will:

- 8.1 Provide electricity, heating and water (see 9.2).
- 8.2 Once every two weeks, excluding Saturdays and Sundays and days when INTO University of East Anglia LLP is closed, clean the en-suite shower rooms (unless services withdrawn).
- 8.3 Provide a daily cleaning service in all cooking and dining areas, except Saturdays and Sundays and days when INTO University of East Anglia 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 Once every two weeks, excluding Saturdays and Sundays and days when INTO University of East Anglia LLP is closed, clean the study bedroom (unless services withdrawn).
- 8.5 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 University of East Anglia 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 University of East Anglia LLP) which may be suffered by the Licensee as a direct or indirect result of the inability of INTO University of East Anglia LLP by reason of circumstances or events beyond INTO University of East Anglia 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 University of East Anglia 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

Cleaning

10 The Licensee will:

- 10.1 Keep the Residential Premises in a clean and tidy condition.
- 10.2 Make the Residential Premises available for access by the cleaner by 09.00 hours on every weekday for the removal of rubbish from the study bedroom.
- 10.3 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 University of East Anglia LLP of the additional cleaning and administration subject to a minimum fee.
- 10.4 At all times outside of the Licence period 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 University of East Anglia LLP's staff and a charge will be incurred for its disposal.

Maintenance

11 The Licensee will:

- 11.1 Inform INTO University of East Anglia LLP within 10 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 in the study bedroom.
- 11.2 Inform INTO University of East Anglia 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.
- 11.3 Allow persons so authorised by INTO University of East Anglia 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.
- 11.4 Reimburse INTO University of East Anglia 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.

12 The Licensee will not:

- 12.1 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.

- 12.2 Damage or allow others to damage any part of, or equipment in, the Residential Premises including the communal areas. Where the cause of the cost of 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 University of East Anglia 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.
- 12.3 Remove from the Residential Premises any furniture or fittings which are the property of INTO University of East Anglia LLP.
- 12.4 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

13 The Licensee will:

13.1 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.

13.2 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.

13.3 Fire alarms

The licensee will evacuate the Residential Premises immediately on the sounding of the fire alarm.

13.4 Fire Safety Equipment

The Licensee will not interfere with or suffer others to interfere with any firefighting equipment, fire safety notices or other firefighting 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.

13.5 Candles or 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.

Prohibited Items

14 The Licensee will not:

14.1 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, 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 University of East Anglia LLP and assistive technology for disabled students.

14.2 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.

14.3 Bicycles

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

14.4 Candles

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 and petroleum products.

14.5 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.

14.6 Alcohol

Bring, keep or consume any alcohol in the Residential Premises.

14.7 Posters and Coverings

Place on any door, ceiling, window or light fitting of the study bedrooms, any posters, paper, material or covering of any kind.

14.8 Posters and Coverings on Bedroom Walls

Place on any wall of the study bedrooms any posters, paper, material or covering of any kind. Posters can only be placed on the pin board.

14.9 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 The Licensee will:

15.1 Removal of Prohibited Items

Allow persons authorised by INTO University of East Anglia LLP to enter the Residential Premises at any reasonable time to remove anything found referred to in paragraph 14.

Prohibited Activities

16 16. The Licensee will not:

16.1 Subletting/Transfer of Benefits

Transfer or part with possession of the whole or any part of the Residential Premises.

16.2 Accommodating Visitors

Allow visitors to occupy the Residential Premises for the purpose of sleeping overnight.

16.3 Out of Hours Visitors

Allow unauthorised visitors on the premises between 23:00 and 07:00 hours.

16.4 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.

16.5 Unlawful or Disruptive Behaviour

Do or encourage to be done on the Residential Premises or on any adjoining premises belonging to the University or INTO University of East Anglia 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.

16.6 Tampering with Fire Safety Equipment

Interfere with or suffer others to interfere with any firefighting equipment, signs or other firefighting 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. Anyone who abuses fire safety equipment will be fined £75 and may be evicted.

16.7 Smoking

Smoke or allow other 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.

16.8 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.

Keys

17 Return of Swipe Card:

- 17.1 The Licensee will return to the INTO Accommodation Manager the swipe card/s to the Residential Premises at the end of each Licence period failing which will be charged a £25 late return of swipe card fine.
- 17.2 Temporarily issued swipe cards must be returned by the due date and will at all times remain the property of INTO University of East Anglia LLP who may restrict their use. Failure to return temporary issued swipe cards by the due date can infer a late return of swipe card fine of £25.

18 Making duplicate swipe cards

- 18.1 The Licensee will not make permit or suffer to be made duplicates of the swipe card to the Residential Premises, nor will the Licensee allow the use of the swipe card/s to be used by any other person.

Meals

19 Meal Plan

- 19.1 The meal plan includes: Monday to Friday - breakfast and evening meal; Weekends – brunch and evening meal.
- 19.2 At least one full term's notice in writing must be given by any student, other than Newton A-Level students, wishing to cancel the meal plan. Full charges will apply during the notice period.

- 19.3 Newton A-Level students wishing to cancel the meal plan must receive authorisation from the A-Level Programme Manager. At least one full term's notice in writing must be given. Full charges will apply during the notice period.

Personal Property

20 Insurance

- 20.1 The Licensee acknowledges the INTO University of East Anglia 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

Creation and Revision History

To be reviewed annually by Head of Student Services and Accommodation Coordinator.

Next review due August 2020.

Version	Owner	Purpose/Change	Date
1.0	Head of Student Services	Created	September 2008
1.1	Simon Duckworth, Head of Student Services	Review and rebranding	July 2017
1.2	Simon Duckworth, Head of Student Services	Update to sections 3 and 8	December 2016
1.3	Simon Duckworth, Head of Student Services	Review and update to section 2	August 2017
1.4	Simon Duckworth, Head of Student Services	Addition of 19.3	August 2017
1.5	Simon Duckworth, Head of Student Services	Annual Review – no amendments required	August 2018
1.6	Simon Duckworth, Head of Student Services	Annual Review – no amendments required	August 2019