

## LICENCE TO OCCUPY INTO RESIDENTIAL PREMISES

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

#### 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. INTO University of Exeter LLP will be known as INTO University of Exeter throughout the Licence.

#### 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 University of Exeter to an individual student (Licensee) to occupy the residential accommodation.

**1.2** Students aged under 18 are bound by both the terms and conditions of this license, and in addition by the INTO Under 18's policy and Terms and Conditions.

#### 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 University of Exeter, will apply to the court to obtain possession and may also ask the court to order that the Licensee pays INTO University of Exeter 's costs and for use of the Residential Premises until possession is given.

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

**3.1** At least one full terms notice, in writing, must be given by any Licensee wishing to cancel their accommodation in INTO residential accommodation. Full charges will apply during the notice period. If a student arrives at INTO and subsequently withdraws one full terms notice is still required.

#### 4. The Licence may be terminated by INTO University of Exeter:

**4.1** By notice in writing to the Licensee by way of the issue of a Notice to Quit, for any 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 University of Exeter 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 Exeter 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 University of Exeter student at the end of their course.

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

**4.5** If in the reasonable opinion of INTO University of Exeter the health or behaviour of the Student constitutes a serious risk to him/herself or others or the University's or others' property (except where the reason is related to the Student's health) then INTO University of Exeter 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 University of Exeter student.

**5.2** The Licensee being excluded from residential property owned, controlled or managed by INTO University of Exeter under the provisions of INTO University of Exeter'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 University of Exeter.

## **Changes to the Licence**

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

**6.1** INTO University of Exeter 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.

## **Personal Information**

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

**7.1** The Licensee hereby authorises INTO University of Exeter to use his/her personal data for all lawful purposes in connection with this license (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 University of Exeter or the University's or other people's property).

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

## **B. University Responsibilities**

### **8. INTO University of Exeter will:**

**8.1** Provide electricity, heating and water.

**8.2** Provide a regular cleaning service in all communal cooking and dining areas, except Saturdays and Sundays and days when INTO University of Exeter 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.

**8.5** Except a) in an emergency (which shall, for the avoidance of doubt, include a situation where there are immediate concerns for the welfare of an individual) in which event all holders of pass keys shall be authorised to enter a room if, having knocked, there is no reply, or b) for repairs reported by the Student, or c) for regular cleaning service, endeavour to provide 24 hours' notice to students before accessing their room.

### **9. INTO University of Exeter 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 Exeter) which may be suffered by the Licensee as a direct or indirect result of the inability of INTO University of Exeter by reason of circumstances or events beyond INTO University of

Exeter'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 Exeter 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 University of Exeter in advance (four weeks prior to the course commencement).

**10.2** Pay the Fees to INTO University of Exeter before this contract comes into effect.

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

**10.4** To notify INTO University of Exeter in advance if the accommodation is likely to be unoccupied for more than 7 days.

**10.5** Authorises INTO University of Exeter to use the deposit in settlement or part-settlement of any breach by the Licensee of the Licensee's obligations in this contract, including disrepair.

**10.6** Follow the instruction of, and comply with requests from all INTO Accommodation and Facilities staff, including Residence Wardens to ensure that the health and safety of all residents is upheld.

#### **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 communal areas 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 University of Exeter of the additional cleaning and administration, subject to a minimum fee.

**11.4** 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 University of Exeter's staff. Charges will be incurred for the disposal of items left behind. The departure time must be before 12.00pm on the Saturday following the course end date.

#### **Maintenance**

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

**12.1** Inform INTO University of Exeter, 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 University of Exeter, 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, authorised by INTO University of Exeter, 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 properties.

**12.4** Reimburse INTO University of Exeter with the reasonable cost of works and supplies and equipment needing to be repaired or replaced as a result of damage or loss caused or permitted by the Licensee which is not attributable to fair wear and tear. Reasonable storage charges will be incurred 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. Entrance doors should only be accessed via card or code. Students should not force doors open under any circumstances.

**13.3** 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 Exeter 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 University of Exeter.

**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 University of Exeter 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 of Exeter 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 and go to the designated assembly point.

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

**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, Hairdryer, Kettle\*, Hi-fi equipment, PC (not wireless routers), Printer, Typewriter, Slow Cooker\*, Rice Cooker\*, Sandwich toaster\*, Hot Plate\*, Grill\*, Shaver, (\*in the kitchen only) such other appliances as may be specifically approved in writing by INTO University of Exeter and assistive technology for disabled students. The following prohibited items will be confiscated if found in student accommodation: Wireless Router, Fairy Lights, Heater, Fan.

**15.2 Tamper with electrical items/equipment:** The Licensee will not interfere with or suffer others to interfere with any electrical equipment. If found to be tampering with electrical equipment you will be charged with the cost of the damage.

**15.3 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.

**15.4 Pets:** Must not keep domestic pets (other than a registered assistance dog) or any animals, birds, fish, insects or reptiles of any description in the Residential Premises.

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

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

**15.7 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.

**15.8 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.

**15.9 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.

**15.10 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, E-cigarette/vapours and petroleum products. Smoking equipment must not be used in rooms at any time, including shisha pipes. Items will be confiscated if found.

**15.11 Drugs:** The Licensee will not keep, or use, any illegal drugs and/or associated paraphernalia on the premises, including Class A and Class B drugs, and legal highs. Any items found will be confiscated.

## **16. The Licensee will:**

**16.1 Removal of Prohibited Items:** Allow persons authorised by INTO University of Exeter to enter the Residential Premises at any 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 University of Exeter 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 University of Exeter shall make such reasonable adjustments, as are necessary, to ensure that disabled students in INTO University of Exeter 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 Head of Student Services or an authorised member of staff, materially and adversely affects the health or well-being of other residents then INTO University of Exeter 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 INTO University of Exeter accommodation where this is available and would be likely to help; and/or

**17.4.3** Moving out of INTO University of Exeter 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 Drugs:** The University of Exeter's policy and guidelines on the use of illicit drugs shall apply to all University of Exeter and INTO University of Exeter's residential accommodation, the policy is available at <http://www.exeter.ac.uk/students/drugpolicy/>. INTO University of Exeter 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 a 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 one time or allow visitors to occupy the Residential Premises for the purpose of sleeping overnight. Visitors (including relatives) should not be allowed to remain in the room unattended at any time and should never be given access to a student's key card. The Licensee will not suffer others to break the terms of the License to Occupy Residential Premises.

**18.3 Unauthorised Visitors:** No student shall admit anyone into INTO University of Exeter 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. The Licensee will not use the study bedroom for business purposes.

**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 University of Exeter anything which is unlawful or which may be or become a nuisance, annoyance or offence to the running of INTO University of Exeter 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 University of Exeter 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 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. If found tampering with fire safety equipment you will be charged with the cost of the damage and treated as a serious breach of a student's contract which could lead to it being terminated.

**18.7 Smoking:** smoke or allow others to smoke in the Residential Premises. This includes the study bedroom, kitchens, halls, entrance areas, corridors and stairwells. Smoking (including e-cigarettes /vaping) is only permitted in designated smoking areas outside the building, at least 5 metres away from 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 are available to all INTO students – please refer to the INTO Accommodation Handbook for further information.

**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 use barbecues on any part of the campus except for those organised by the University of Exeter or INTO University of Exeter.

**18.11 Use of the ovens and hobs:** Use of the ovens and hobs, whether in the studios, shared studios, En-suites or shared kitchens after 21:00 hour for cooking or any other purposes is strictly prohibited. Failure to comply with this Health & Safety requirement will result in Students being issued a formal warning.



## Keys

### 19. Return of Swipe Card:

**19.1** The Licensee will return the key card to the Residential Premises at the end of each Licence period as per the departure information issued.

**19.2** Temporarily issued swipe cards/key cards must be returned by the due date and will at all times remain the property of INTO University of Exeter who may restrict their use.

**19.3** Any loss of key cards or keys to lockable cupboards must be reported immediately to ensure that adequate levels of security are maintained within the accommodation.

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

**20.1** The Licensee is responsible for the key card and keys to their room. Every effort should be made to keep the keycard on their person at all times to ensure they are not locked out of the room.

**20.2** Lost key cards and keys will be charged.

## Insurance

**21.** The Licensee acknowledges that INTO University of Exeter cannot be held responsible for the Licensee's personal property including money, clothing and perishable foodstuffs. Large amounts of money should not be kept in the accommodation but should be deposited into a bank account.

**21.1** Student leaves their belongings in their room at their own risk.

## Disciplinary Procedures

### 22. INTO University of Exeter will:

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

**22.2** 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 INTO University of Exeter or University of Exeter from reporting a student's actual or suspected criminal conduct to the police.