Barker House
Terms and Conditions of Contract

1. Tenant’s Obligations

1.1 To pay the Rent specified promptly by the due dates. Rent includes insurance of the students personal possessions under a block policy, details of this can be found at www.ncl.ac.uk/accommodation/useful-information/#policies

1.2 To check the inventory and report any discrepancies to the Landlord within seven days of the start of the Tenancy Agreement

1.3 To keep the Accommodation, including furniture, paintwork, doors and glass, fixtures and fittings in good clean and tidy condition, fair wear and tear excepted, and to leave it at the end of the Tenancy in the same condition as when it was entered and to keep the Accommodation at all times well and sufficiently aired and warmed

1.4 To report any damage or want of repair or failure of the services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it. In the event of a repair occurring outside of working hours, to report in line with the specified procedures for emergency repairs. Details on how to report any issues is available at https://forms.ncl.ac.uk/view.php?id=823431

1.5 To permit the Landlord and Superior Landlord (as defined in the Schedule hereto) or their authorised agents to obtain access to and enter the Accommodation for the purposes of examining its condition and doing such works as may be required to the Accommodation or to any adjoining buildings or to ascertain whether the conditions of the Tenancy are being complied with on providing a minimum of 24 hours’ notice except in cases of genuine emergencies

1.6 To ensure that all personal electrical equipment complies with the Landlords PAT testing policy, found at www.ncl.ac.uk/accommodation/useful-information/#policies

1.7 To regularly and in line with the O’Brien’s bin collection service, remove rubbish from the Accommodation, including both the bedroom and communal areas and place in the designated refuse collection area provided. At the end of the Tenancy to leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings

1.8 To keep and deliver up the keys, furniture and fittings in the same condition as per the commencement of Tenancy, paying a reasonable cost for making good any losses, breakages or damage occurring during the Tenancy other than that caused by the Landlord’s employees or its agents and allowing for fair wear and tear. Tenants are individually responsible for the cost of re-instatement of any damage to their bedroom and jointly liable for the cost of any damage to shared areas including corridors and stairwells. Any damage to common areas shall be deemed to have been caused by all Tenants’ who generally use the common areas in question. In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned equally between all Tenants who have the use of these areas

1.9 To leave the furniture and effects at the expiration or sooner determination of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy as described in the said inventory

1.10 To occupy the Accommodation in such a way that no disturbance annoyance or inconvenience is caused to the occupants of the neighbouring properties or to other Tenants living in the Accommodation in line with the University Regulations & Procedures nor discriminate against any co-tenant or visitor on the grounds of gender, race, sexual orientation or disability

1.11 To comply with all applicable legislation to avoid the Tenant(s) actions or negligence having an adverse effect on the owners or occupiers of nearby property

1.12 To pay the TV licence charge for the Accommodation where applicable and to cover the Landlord against any liability arising as a result of default under this provision. You must use the provider nominated by the Landlord for electricity and internet for the duration of the Tenancy

1.13 Neither to cause damage to the walls or partitions of the Accommodation nor to make any alterations, additions or extensions to the Accommodation or to the electrical wiring thereof

1.14 Not to glue, stick, nail, screw or fasten (whether with Blu-Tack or similar materials) anything whatsoever to the interior or the exterior of the Accommodation
1.15 Not to put anything that is harmful or likely to cause a blockage in any pipes or drains

1.16 Not to expose or allow to be hung any laundry, washing or other items so as to be visible from outside of the Accommodation and not to dry clothes on the electric panel heaters

1.17 Not to use in the bedroom any additional electrical heating and/or electrical cooking equipment

1.18 Not to interfere with any electrical plumbing or telecommunications installation or systems within the Accommodation

1.19 Not to smoke anywhere within the Accommodation, this includes bedrooms, all common areas and the lane at the rear of the property which is a fire escape

1.20 Not to allow multiple occupancy of any bedroom and not to sub-let any part of the Accommodation and not to authorise or permit any person other than the occupants nominated for the time being by the Landlord to occupy or sleep in any part of the Premises or to use the same as a residence provided that this sub clause shall not prohibit one visitor of the Tenant remaining in the Premises at night up to a maximum of two nights in every seven

1.21 Not to use the Accommodation or any part thereof other than as a private residence for the Tenant(s)

1.22 Not to commit any activity which will, or might, lead to a criminal offence. Not to engage in the misuse of substances, nor to expose other Tenants’ to such use in shared accommodation and not to expose the Landlord or University to reputational and legal risks concerning such misuse of substances. If misuse of substances is established, this could result in a fine or in the termination of the Tenancy Agreement of any Tenant of University-Managed Accommodation. This includes having illegal substances or psychoactive substances (ie nitrous oxide) on their person or in their Accommodation, using illegal substances or being found to be supplying illegal substances and using the Accommodation for this purpose. It should be noted that this applies if the person(s) responsible are guests of, or invited to the Accommodation, by the Tenant. The Landlord’s Alcohol and Drugs Misuse Policy also extends to alcohol and tobacco

1.23 Not to keep pets or animals anywhere in the Accommodation

1.24 Not to part with the keys to the Accommodation and to report immediately any loss of the same to the Landlord and to pay the Landlord for each replacement key/lock change if required

1.25 Not to damage or force or in any way misuse any locks in the Accommodation and to use all locks provided to ensure that the Accommodation is left secure at all times

1.26 Not to install an outside TV aerial or satellite dish nor add additional furniture without prior authorisation from the Landlord

1.27 Not to store bicycles in the Accommodation but to store them in the designated external bicycle area only

1.28 Not to tamper with any fire safety equipment in the Accommodation including without limitation fire extinguishers, smoke alarms, emergency exit signs and break glass alarm points. Fines will be charged for equipment misuse and for propping open fire doors. Candles, flares, fireworks, incense sticks, deep fat fryers, chip pans and halogen lamps are prohibited

1.29 Not to connect or trail wires in the Accommodation to protect the Health and Safety of the Tenant, other occupiers of the Accommodation and any visitor

1.30 No parking is permitted on the site

1.31 To permit the Landlord or the Superior Landlord or their duly authorised agents at reasonable hours to enter and view the Accommodation with prospective tenants or purchasers on giving a minimum of 24 hours’ notice. Furthermore to not withhold reasonable access to prospective tenants of the Landlord

1.32 To be responsible for any Council Tax obligations that may arise during the course of the Tenancy and to repay the Landlord for any liability arising as a result of default under this provision

1.33 Promptly to send to the Landlord a copy of any communication the Tenant(s) receive which is likely to affect the Accommodation. This includes letters addressed to Newcastle University or the Superior Landlord

1.34 To comply fully with the Terms and Conditions specified in this Tenancy Agreement, and those contained within the Terms & Conditions Booklet 2018-19

1.35 To comply with the University’s Regulations and Policies
2. Landlord Obligations

2.1 To take reasonable steps to ensure that the Superior Landlord complies with the covenant to keep the Accommodation and the drains and sanitary, water, gas, electrical and heating apparatus thereof in good and tenantable repair and condition

2.2 To ensure that other fixtures, furnishings and equipment provided by the Superior Landlord are safe and fit for purpose and maintained in a reasonable standard of repair

2.3 The Landlord shall not be liable for any failure or interruption to any Services or for any loss arising from such failure or interruption where it is caused by the actions of any other student or by circumstances beyond the Landlords reasonable control

2.4 To provide the services detailed in the Terms & Conditions 2018-19

2.5 That the Tenant(s) paying Rent and performing all the obligations on the Tenant's part herein contained may quietly possess and enjoy the Accommodation during the Tenancy without unnecessary interruption from the Landlord or any person on the Landlord's behalf

3. Other Obligations

3.1 This Tenancy Agreement does not give you any rights to enforce any condition of this Tenancy Agreement against any other tenant of the Landlord, nor to prevent the Landlord from enforcing any of the conditions

3.2 The Landlord, our employees and agents, shall only be liable for any loss or damage, which is a reasonably foreseeable consequence of a breach of this Tenancy Agreement or statutory duty, or due to a negligent act or omission

3.3 Payments must be made in accordance with one of the Landlords payment options and will usually be by Direct Debit. Invoices act only as a reminder to make payment. It is the Tenant's responsibility to notify Accommodation Services in person if the Tenant is in financial difficulties and unable to pay the Accommodation Charges by the due date. Failure to make the payment or agree an alternative payment plan by the due date will result in a late payment fee of £25.00. This reflects administration costs reasonably incurred by the Landlord and the Tenant may also be referred to an external debt collecting agency or County Court if payment continues not to be made. A failed Direct Debit collection will incur a £25.00 bank charge from the Landlord as well as additional charges from the Tenant's bank. There is no reduction for absence during the period of Tenancy, including the Autumn and Spring and Summer vacations

3.4 Personal belongings left at the Accommodation are at the Tenant's own risk. Although the Tenant's personal belongings (up to a maximum value of £7,000 in total) are insured under the Block Insurance Policy, that insurance is subject to conditions, exclusions, limitations and excesses of the policy. Top up insurance cover is available direct from the Insurance Provider. See www.ncl.ac.uk/accommodation/useful-information/#policies for more information

3.5 The Landlord is not liable to repair any damage caused by the Tenant unless the cost is met by the Tenant or by the insurance (any excess on the policy being payable by the Tenant). This clause shall not apply where the Landlord has an overriding statutory obligation to effect repairs to make the Accommodation safe

3.6 Your obligations extend to your visitors and you must ensure that your visitors behave in a manner consistent with these Terms and Conditions

3.7 Any notice under this Tenancy Agreement shall be in writing and may be served upon the Tenant either personally or at their last known address and in the case of notice to the Landlord either personally to an Accommodation Officer or by sending it recorded delivery to Accommodation Services, Newcastle University, King's Gate, Newcastle upon Tyne NE1 7RU

3.8 This Tenancy Agreement falls within the definition set out in paragraph 8 of Schedule One to the Housing Act 1988

3.9 This Tenancy Agreement is not intended to award any benefit to anyone who is not party to it
4. **Termination of Contract**

4.1 The Landlord may terminate this Tenancy Agreement at any time by serving notice on the Tenant(s) if:
   A. the rent is overdue by 21 days or more or
   B. the Tenant is in serious or persistent breach of any of the Tenant's Obligations or
   C. the Tenant does not have status as a registered student of Newcastle University or
   D. in the reasonable opinion of the Landlord, the health or behaviour of the Tenant constitutes a serious risk to him/herself or others or the Landlords or other people’s property. However the Tenant will remain liable for payment of the Rent until the end of the Tenancy Period or, if earlier, if the Accommodation is re-let.

4.2 If the Accommodation or any part thereof shall at any time during the Tenancy hereby granted be destroyed or damaged by any of the risks against which the Superior Landlord has effected insurance of the Accommodation so as to become unfit for habitation and use or shall otherwise become unfit for habitation and use and the policy or policies of insurance effected by the Superior Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act of default of the Tenant the rent hereby reserved shall be suspended until the Accommodation shall again be rendered fit for habitation and use.

4.3 The Tenant agrees, at termination of the Tenancy, to remove from the Accommodation all belongings and return all keys to Accommodation Services, 10 Leazes Terrace no later than 12 midday on or before the last day of Tenancy. All issued keys must be returned clearly labelled. They must not be left at the property.

4.4 The Landlord's acceptance of keys at any time shall not in itself be effective to terminate this Tenancy while any part of the period of residence remains unexpired.

4.5 If the Tenant does not take possession of the Accommodation, he/she will still remain liable for the Rent and the performance of their obligations in this Tenancy until the end of the Tenancy Period.