

## Terms and Conditions of Contract

### 1. Tenant's Obligations

- 1.1 To pay the Accommodation Charges as detailed in The Schedule on or before the payment due dates. Any early arrivals will incur additional charges at the relevant daily rent
- 1.2 To check the Accommodation against the room inventory and report any discrepancies or missing items before returning the form to the Reception within seven days of the start of the Contract
- 1.3 To keep the Accommodation including furniture, paintwork, fixtures and fittings in both the bedroom and communal areas in a clean and tidy condition
- 1.4 To report as directed in the Terms & Conditions 2020-21 Booklet 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. Information is available at <https://www.ncl.ac.uk/accommodation/current-students/repairs/#repairs>
- 1.5 To allow the Landlord's workforce reasonable access to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency or for routine cleaning on the designated days or where the need for repair has been reported by the Tenant. In other cases the Landlord will aim to give seven days' prior notice for planned maintenance work and 24 hours' prior notice for other purposes
- 1.6 Not to alter or modify, decorate, add to or in any way interfere with the construction or arrangement of the Accommodation, including all communal areas
- 1.7 To pay the reasonable cost of making good any losses, breakages or damage occurring during the Contract other than damage caused by the Landlord, its employees or agents, and allowing for fair wear and tear. Tenants' are individually responsible for the cost of re-instatement of any damage to the bedroom and any damage to common areas where personal responsibility is claimed
- 1.8 To regularly remove rubbish from the Accommodation, including both the bedroom and communal areas and place in the designated refuse collection areas at your Accommodation
- 1.9 At the end of the Contract to leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings
- 1.10 Not to smoke anywhere within the Accommodation or within the grounds of the Accommodation except in a designated area as detailed in Reception
- 1.11 To occupy the Accommodation in such a way that no nuisance, annoyance or injury is caused or is likely to be caused to your neighbours
- 1.12 Noise must be kept to reasonable levels; disturbance to others is unacceptable
- 1.13 Not to bring into the Accommodation any animal unless it is a registered service dog, which is pre-approved by Accommodation Services and managed in line with the Assistance Dogs Policy (see <https://www.ncl.ac.uk/media/wwwnclacuk/accommodation/files/Assistance%20Dogs%20Policy%202020.pdf>) All requests will be considered individually and the location of accommodation may be restricted for the suitability of such animals
- 1.14 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 an Exemplar Fine and Charge (see <https://www.ncl.ac.uk/student-progress/policies/procedures/disciplinary/>) being levied or in the termination of the Accommodation Contract of any Tenant of University-Owned 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.
- 1.15 Not to use the Accommodation for any other purpose other than a bedroom nor to share the Accommodation with overnight visitors or sub-let it or transfer occupancy to any other person
- 1.16 Not to park any vehicle on the campus overnight without obtaining either written consent or the appropriate parking permit from Reception and then only to park in the designated parking areas. Information is available car parking is available at <https://www.ncl.ac.uk/accommodation/current-students/parkingandtravel/car-parking/>
- 1.17 Not to put anything harmful or which is likely to cause blockage in any pipes or drains

- 1.18 Not to install an outside TV aerial or satellite dish nor add additional furniture without prior authorisation from the Landlord, which will not be unreasonably withheld
- 1.19 Not to interfere with any electrical, plumbing or telecommunications installation or systems within the Accommodation
- 1.20 Not to use any additional heating appliance other than that provided by the Landlord
- 1.21 To comply fully with the Landlord's fire and safety regulations and those contained within the Terms and Conditions 2020-21 booklet, and not to tamper with any fire prevention equipment
- 1.22 To comply fully with the Terms and Conditions specified in this Accommodation Contract, and those contained within the Terms and Conditions 2020-21 Booklet (see [https://www.ncl.ac.uk/media/wwwnclacuk/accommodation/files/Accommodation\\_terms\\_and\\_conditions.pdf](https://www.ncl.ac.uk/media/wwwnclacuk/accommodation/files/Accommodation_terms_and_conditions.pdf) )
- 1.23 To comply with the University's Regulations, Policies and Procedures (see <https://www.ncl.ac.uk/student-progress/policies/>) and where a Student Disciplinary Procedure (see <https://www.ncl.ac.uk/student-progress/policies/procedures/disciplinary/>) is breached an Exemplar Fine and Charge (see <https://www.ncl.ac.uk/student-progress/policies/procedures/disciplinary/>) may be levied which becomes payable by The Tenant.
- 1.24 To promptly send to the Landlord a copy of any communication the Tenant may receive from a third party, which is likely to affect the Accommodation
- 1.25 To use the internet access (where available) subject to the University's Policy on Use of IT Facilities (see <https://services.ncl.ac.uk/itservice/rules/>)
- 1.26 To complete the web based E-Welcome Induction, prior to arrival at University, which provides important information on your Accommodation
- 1.27 To carry your University Smartcard at all times and produce to all University staff when asked
- 1.28 To ensure you check your University email account on a regular basis, as most correspondence sent by the Landlord, will be sent to this address
- 1.29 To pay utility fees (gas, electricity) when residing in self-contained studio accommodation (Kensington Terrace/Park View). These charges are in addition to the rental charges and will be invoiced based on actual usage to studio accommodation. The Landlord will invoice these charges in arrears and payment will be due by the due date displayed on the invoice
- 1.30 To pay utility fees (gas, electricity and water) when residing in couple/family flats (Bowsden Court). These charges are in addition to the rental charges and the Tenant is responsible for identifying a supplier to provide these services
- 1.31 If following the acceptance of accommodation, the Tenant is found to have a criminal record that makes it inappropriate to live in a communal environment the Tenancy will become null and void. If a suitable alternative is available, the Tenant will be expected to occupy the alternative

## 2. Landlord's Obligations

- 2.1 To maintain the structure of the Accommodation and the fixtures and fittings for the supply and use of hot and cold water, gas and electricity and to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so
- 2.2 To ensure that other fixtures, furnishings and equipment provided by the 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 Tenant or by circumstances beyond the Landlord's reasonable control
- 2.4 To provide the services detailed in the Terms and Conditions 2020-21 Booklet
- 2.5 That the Tenant paying the accommodation charges and performing all the obligations on the Tenant's part herein contained may quietly possess and enjoy the Accommodation during the Contract without unnecessary interruption from the Landlord or any person on the Landlord's behalf

## 3. Other Obligations

- 3.1 This Contract does not give the Tenant any right to enforce any condition of this Contract 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 Contract or statutory duty, or due to a negligent act or omission
- 3.3 Payments must be made in accordance with the payment schedule provided 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
- A failed Direct Debit collection may incur charges from the Tenant's bank. The Tenant may be referred to an external debt collecting agency or County Court, if payment is not made. There is no reduction for absence during the period of Contract, including the Autumn and Spring vacations and any summer extension
- 3.4 The Landlord reserve the right before or during the Contract period to move the Tenant temporarily or permanently to alternative accommodation provided that the Tenant is given reasonable notice, the Tenant will occupy the alternative Accommodation on the same terms as this Contract
- 3.5 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 £7,500 in total) are insured under the Block Halls Insurance Policy (see <https://www.ncl.ac.uk/accommodation/rent-payments/insurance/#university-managedaccommodation>), that insurance is subject to conditions, exclusions, limitations and excesses of the policy. Top up insurance cover is available direct from the insurance provider at an additional cost to the Tenant and further details are available at <https://www.cover4insurance.com/insurance-products/block-halls/newcastle-university>
- 3.6 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 secure
- 3.7 The Tenants obligations extend to visitors and the Tenant must ensure that visitors behave in a manner consistent with these Terms and Conditions
- 3.8 The Landlord reserve the right to exclude any visitor from the Accommodation where the Landlord has reasonable grounds to believe that their exclusion is necessary for the safety or wellbeing of other Tenant's, their visitors or the Landlord's employees
- 3.9 This Contract falls within the definition set out in paragraph Eight of Schedule One of the Housing Act 1988
- 3.10 This Contract is not intended to award any benefit to anyone who is not party to it
- 3.11 If, due to a disability, the Landlord provides Accommodation for a Tenant's personal carer, the Tenant will be responsible for ensuring payment of the additional Accommodation Charges for the bedroom and the Tenant's contractual obligations extend to the carer who must behave in a manner consistent with these Terms and Conditions

#### **4. Termination of Contract**

- 4.1 The Tenant agrees that the Accommodation is let to them as a consequence of their attendance at Newcastle University and it is agreed that they will be bound to give up the Contract when they cease to be a registered student of the University. In the event that the Tenant withdraws from University during the Contract, they will be bound to the Contract until the end date of the academic term in which they withdraw, unless a suitable replacement (a 'successor') can be found. The Tenant is responsible for finding a suitable replacement, but the Landlord will assist in this process. If another Tenant (a 'successor') does take over the Tenancy, the existing Tenant will be required to pay a £50.00 assignment fee
- 4.2 If the Tenant requests to stay in the Accommodation after they have withdrawn or suspended from study, this will be at the discretion of the Residence Manager and if approved the Tenant agrees to continue to adhere to the Terms and Conditions of this Contract
- 4.3 In the event that the Tenant wishes to vacate the Accommodation prior to the termination date of the Contract, if a suitable replacement Tenant (a 'successor') cannot be found, the Tenant will remain liable for the accommodation charges and other obligations on the Accommodation for the duration of the Contract. The Tenant is responsible for finding a suitable replacement, but the Landlord will assist in this process. If another Tenant (a 'successor') does take over the Tenancy, the existing Tenant will be required to pay a £50.00 assignment fee
- 4.4 The Tenant agrees, at termination of the Contract, to remove from the Accommodation all belongings and return all keys to Reception by 10am on the day of departure
- 4.5 The Landlord's acceptance of keys at any time shall not in itself be effective to terminate this Contract while any part of the period of Contract remains unexpired

- 4.6 If the Tenant is a Postgraduate Research student ie studying towards a Doctoral or MPhil, the Tenant can give 28 days' formal notice to end the Contract early prior to the end of the Tenant's period of registered study at the University or if the Tenant intends to leave the University for research purposes, and the liability to pay rent terminates after the 28 day notice period. The Tenant must provide a letter of support from the school department before the notice can be accepted
- 4.7 The Tenant agrees that where appropriate, Family Accommodation is let on the understanding that dependent children will be residing at the Accommodation on a permanent basis during the entire academic year, with the exception of short vacations. In the event that dependent children are not residing in the Accommodation in accordance with this, the Landlord may require the Tenant to move to more suitable accommodation

## **5. Landlord Intentions**

### 5.1 If the Tenant

Has broken or not performed one or more of the obligations of this Contract to such an extent that the Landlord is justified in seeking a Court Order,

Or

The Tenant ceases to be a registered student at the University,

The Landlord may serve four weeks' written notice on the Tenant of the Landlord's intention to apply to the Court for an Order to recover possession of the Accommodation, without prejudice to the Landlord's right to recover any rent or other sums of money that may be due under the terms of this Contract