



## Accommodation and Hospitality Services

### Standard Terms and Conditions for Carlton Lodge

#### 1. Residents Obligations

- 1.1 To pay the Accommodation charges on or before the payment due dates
- 1.2 To keep the Accommodation including furniture, paintwork, fixtures and fittings in a clean and tidy condition
- 1.3 To report to Reception 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
- 1.4 To allow the University'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 Resident. 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
- 1.5 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
- 1.6 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
- 1.7 To regularly remove rubbish from the Accommodation and place in the designated refuse collection area
- 1.8 At the end of the Contract to leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings
- 1.9 Not to smoke anywhere within the Accommodation or within the grounds of the Accommodation except in a designated area as detailed in Reception
- 1.10 To occupy the Accommodation in such a way that no nuisance, annoyance or injury is caused or is likely to be caused to neighbours
- 1.11 Not to cause any unreasonable noise between the hours of 11pm and 7am so as to cause disturbance to neighbours
- 1.12 Not to bring into the Accommodation any animal unless it is an aid for a person with a disability
- 1.13 Not to commit any activity which will or might lead to a criminal offence
- 1.14 Not to use the Accommodation for any other purpose other than a place of residence nor to share the Accommodation or sub-let it or transfer occupancy to any other person



- 1.15 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. Any illegally parked vehicle will be clamped
- 1.16 Not to put anything harmful or which is likely to cause blockage in any pipes or drains
- 1.17 Not to install an outside TV aerial or satellite dish nor add additional furniture, refrigerators or fridge freezers without prior authorisation, which will not be unreasonably withheld
- 1.18 Not to interfere with any electrical, plumbing or telecommunications installation or systems within the Accommodation
- 1.19 Not to use any additional heating appliance other than that provided by the Landlord
- 1.20 To comply fully with fire and safety regulations and not to tamper with any fire prevention equipment
- 1.21 To comply fully with the terms and conditions specified in this Accommodation Contract and the relevant policies detailed at [www.ncl.ac.uk/accommodation/staff-and-visitors/downloads/](http://www.ncl.ac.uk/accommodation/staff-and-visitors/downloads/)
- 1.22 To promptly send to the Landlord a copy of any communication the Resident may receive from a third party, which is likely to affect the Accommodation

## 2. Landlord 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 person or by circumstances beyond our reasonable control
- 2.4 That the Resident paying rent and performing all the obligations on the Resident'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 you any rights to enforce any condition against any other Resident 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 enclosed payment schedule. Please note that invoices act only as a reminder to make payment. It is your responsibility to notify the Accommodation Service in person if you are in financial difficulties and unable to pay your 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 you will also be referred to an external debt collecting agency if payment continues not to be made. There is no reduction for absence during the period of Contract
- 3.4 The Landlord reserve the right during the Contract period to move the Resident temporarily to alternative accommodation only for the purpose of carrying out necessary repairs provided that the Resident is given reasonable notice and the Resident will occupy the alternative accommodation on the same terms as this Contract
- 3.5 Personal belongings left at the Accommodation are at the Resident's own risk
- 3.6 The Landlord is not liable to repair any damage caused by the Resident unless the cost is met by the Resident. This clause shall not apply where the Landlord has an overriding statutory obligation to effect repairs to make the Accommodation safe
- 3.7 The Resident's obligations extend to visitors and the Resident must ensure that visitors behave in a manner consistent with these terms and conditions
- 3.8 The resident agrees to not move in anyone not already approved by the accommodation office, this includes children who are not permitted in any Staff/Visitor accommodation
- 3.9 The Landlord reserve the right to exclude any visitor from the Accommodation where we have reasonable grounds to believe that their exclusion is necessary for the safety or wellbeing of other residents, visitors or employees
- 3.10 This Contract is not intended to award any benefit to anyone who is not party to it

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

- 4.1 The Resident agrees, at the termination of the Contract, to remove from the Accommodation all belongings and return all keys by 10am on the day of departure
- 4.2 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 residence remains unexpired

#### **5. Landlord Intentions**

- 5.1 If you have 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 the Landlord may serve four weeks written notice on you of our intention to apply to the Court for an order to recover possession of the premises, without prejudice to our right to recover any rent or other sums of money that may be due under the terms of this Contract