

# Terms and Conditions of Contract 2024-25

## Family and Couple

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## A. Tenant's Obligations

### 1 Financial

- 1.1 You must pay us the Rent in advance of or by the Payment Date(s).
- 1.2 If your Tenancy Period starts between Payment Dates, the Rent will be apportioned on a nightly basis and is payable on the 11th (or the next working day) of the next calendar month. If your tenancy starts within 10 days of the end of the month, your Rent will be due on the 11th (or the next working day) of the following calendar month.
- 1.3 If you occupy the Flat for any nights outside the Tenancy Period, you must pay us the Nightly Rate for the additional nights. If the additional nights are before the start of the Tenancy Period, payment is due with your first Rent payment. If the additional nights are after the end of the Tenancy Period, we will ask you to pay in advance of your stay.
- 1.4 If you do not comply with your obligations and we incur expense or suffer loss as a result, we may claim from you as damages (compensation) an amount which would put us in the same financial position we would have been in if you had complied.
- 1.5 If repair and/or cleaning and/or checking or re-setting of fire safety installations is needed in the Shared Areas and we reasonably believe the damage or mess or disorder was caused by residents and/or their visitors in breach of these terms and conditions, we will ask those responsible to pay. If we cannot identify those responsible, we will ask the people who have access to those areas to share the cost of us making good.

- 1.6 If you want to end your Contract early and we agree, you will have to pay us a termination fee of £50 at the time of cancellation.
- 1.7 The details of the Building given on our [website](#) tell you what is included in the Rent and what is excluded. Rent does not include utilities. Tenants in couple or family flats pay the supplier direct for water and electricity supplies.
- 1.8 The Rent includes [Personal Possessions Insurance](#), but policy terms apply. You should check these and buy additional cover if you think you need it.
- 1.9 The Rent does not include council tax because we expect our students to be exempt from having to pay. If you lose your council tax exemption, you will have to pay council tax in addition to the Rent.
- 1.10 The Rent does not include a [TV licence](#) for any devices that are not supplied by us. You must buy a licence if you watch or record programmes as they're being shown on any television channel, to watch or stream programmes live on an online TV service (such as ITV Hub, All 4, YouTube, Amazon Prime Video, Now TV, Sky Go, etc.) or to download or watch any BBC programmes on BBC iPlayer on any device whilst in the Building unless the device belongs to us.

## **2 Permitted use**

- 2.1 The Flat is for occupancy by the student named in the Offer. Their spouse and/or dependent children (Family accommodation only) may reside in the Flat at our discretion. Details of the additional occupants must be provided to Accommodation Services. This is usually done at the time of applying but can be updated by contacting the Allocations Team at [allocations-enquiries@ncl.ac.uk](mailto:allocations-enquiries@ncl.ac.uk).
- 2.2 Subletting the Flat, or any Room within the Flat is strictly prohibited.
- 2.3 The permitted use is residential. You must not run a trade or business from any part of the Building.
- 2.4 You are allowed to have visitors, but these conditions apply:
  - 2.4.1 No visitor under the age of 16 is allowed unless accompanied by their parent or guardian.
  - 2.4.2 You must [notify us](#) if you intend to have an overnight visitor.
  - 2.4.3 We may ask your visitor to leave on any reasonable grounds (such as their behaviour, or the need for evacuation of the Building).
  - 2.4.4 We may exclude any visitor where we believe it to be necessary for the health, safety, or welfare of others, or to protect our property.

### [Applicable to Family Accommodation only:](#)

- 2.4.5 You must not have more than two overnight visitors at a time.
- 2.4.6 You must not allow an overnight visitor to stay for longer than seven consecutive nights and you must not have an overnight visitor on more than seven nights in any 28 day period (whether the same visitor or different ones).
- 2.4.7 Visitors staying between three and seven nights will be issued a Guest Key, you must not lend them your Keys. You are responsible for your guests' keys. If your guest(s) loses their Key, replacements can be issued at Reception. You must return your guests' Key at the end of their stay.

Applicable to Couple Accommodation only:

- 2.4.8 You must not have more than one overnight visitor at a time.
- 2.4.9 You must not allow an overnight visitor to stay for longer than two consecutive nights and you must not have an overnight visitor on more than three nights in any seven-day period (whether the same visitor or different ones).
- 2.4.10 You must stay with your visitor whilst they are in the Building and you must not lend them your Keys.

**NOTE:** as you will be responsible for your visitor's behaviour, it is advisable to make sure that you know someone quite well before inviting them into the Building.

### **3 Looking after the accommodation**

- 3.1 You should check the Flat and Contents when you arrive, make a note of any defects on the Inventory, and return your completed Inventory to Reception within seven days of receiving it.

**NOTE:** if you do not tell us about any problems, we cannot rectify them, and you may not be able to prove at the end of your tenancy that you are not responsible for any damage.

- 3.2 You must keep the Flat and Contents clean and not damage them. You must not remove any Contents from the Flat or the Shared Areas. You will not be held responsible for fair wear and tear.

- 3.3 If you become aware of the need for maintenance, repair or replacement in any part of the Building, you must [report the fault](#) to us promptly.

**NOTE:** if you do not report when you know something is wrong, we may claim from you any damage that could have been prevented if you had told us sooner.

- 3.4 You must not alter any part of the Building or its Contents.
- 3.5 You must not interfere with any installations in the Building (such as pipes, wires, cables, or sensors) and you must not do anything that is likely to block the drains or cause an installation to stop working as it is designed to do.

**NOTE:** interference with fire safety equipment is a particularly serious matter. You **MUST NOT COVER** or otherwise de-activate smoke or heat detectors. If you see a covered or disabled smoke or heat detector in the Shared Areas you use you **MUST** report it to us promptly. If you do not report when you know something is wrong you are likely to be held jointly liable to reimburse us for the costs of repair or reinstatement.

- 3.6 You must not bring furniture or large appliances into the Building unless you have first obtained our written permission. We will not unreasonably refuse permission for any furniture or appliance you need to help you manage a disability or medical condition.
- 3.7 You must not allow your rubbish to accumulate in the Flat or the Shared Areas. You may only leave rubbish in the designated refuse collection areas at the Building, and you should use the recycling facilities where possible.
- 3.8 You must not bring any animal into the Building unless (a) it is an assistance dog and (b) you have first obtained our written permission. Our [Assistance Dog Policy](#) will apply.

### **4 Your behaviour: looking after yourself and others**

- 4.1 You must not behave in a way that is likely to cause annoyance, disturbance, offence, harassment, nuisance, injury, or loss to others.
- 4.2 You must not commit any criminal offence in or near the Building.

- 4.3 You must comply with our [Alcohol and Drugs Policy](#) and you must not use any substance to the extent that you become a risk to yourself or others. Use of substances will not be a defence to our enforcement of these terms and conditions.
- 4.4 If you need help obtaining medical assistance for yourself or another resident, you should contact Reception or our Security Team if out of hours. We will not be able to provide you with any treatment other than basic first aid, but we can help you contact the services you need.
- 4.5 If you have a carer we may ask them to agree to a code of conduct and you must inform us if you become aware that the carer is not complying with the code.
- 4.6 If you have a disability and need us to make reasonable adjustments to your accommodation you must let us know your specific requirements a reasonable time in advance.

[NOTE: more information about reasonable adjustments to premises and equipment is set out in schedule 4 of the Equality Act 2010.](#)

- 4.7 You must only use equipment provided in the Building for use by a person with a disability for its intended purpose.

[NOTE: equipment to support people with a disability is essential to enable some people to study at university, and it is very expensive to repair or replace. We will claim compensation from you if you tamper with or misuse equipment and disciplinary action may also be taken against you.](#)

- 4.8 You agree to take responsibility for people you invite into the Building. Your visitors must follow the standards of behaviour that are applicable to our residents, and you will be responsible for your visitors' actions or neglect.

## **5 Health, safety and security**

- 5.1 You MUST follow our guidance for [Fire Safety](#). Interference with fire safety equipment will be regarded as a serious breach of these terms and conditions which could lead to disciplinary action and/or legal proceedings being taken against you.

[NOTE: tampering with fire safety equipment is not only dangerous, it is also a criminal offence for which a prison sentence may be imposed.](#)

- 5.2 You must not use any heating appliance in the Building unless we provide it.
- 5.3 You are not allowed to smoke or vape anywhere inside the Building or anywhere in the grounds.
- 5.4 You must not obstruct any fire escape routes or other Shared Areas of the Building and you must not tamper with or misuse fire safety equipment. You must report to Reception promptly if you become aware that someone else has interfered in any way with fire safety equipment or obstructed a fire escape route.
- 5.5 You are responsible for looking after your Key. If you lose your Key, you should notify Reception as soon as practicable. You can obtain a replacement Key, from Reception or via our Security Service (out of hours), but you may be asked to produce evidence of identity at the time.
- 5.6 You should always carry your Key and your University Smartcard with you and produce them for inspection by a member of University staff if requested.

[NOTE: if you lock yourself out and do not have your Smartcard with you, it may delay you being able to regain access, as you will need to pass additional security checks. It is also beneficial to carry your card as a means of ID in the event of an accident on or off campus.](#)

- 5.7 You must [inform us](#) if you plan to be away from the Building for longer than seven days.

[NOTE: we need to be aware of this for health and safety purposes and so that we know you are not a missing person.](#)

- 5.8 You must not use windows to enter or leave the Building except in an extreme emergency.
- 5.9 You must not bring any firearm to the Building, even if you have a licence for it. You must not bring any other weapon, or everyday item for use as a weapon to the Building. You must not bring anything else into the Building which is likely to be unsafe.
- 5.10 You must not park any motor vehicle on our property without first obtaining the appropriate parking permit or our written consent. If you park on our property, you must comply with our [Travel and Parking Policy](#).
- 5.11 Bicycles may be stored at your own risk in designated bicycle storage areas. You must not bring a bicycle inside the Building.
- 5.12 Apart from vehicles designed and necessary to assist you with a mobility impairment which you have, you must not bring any e-vehicle (including e-bikes, e-scooters and e-unicycles) or any part of an e-vehicle ie a battery or charging equipment, into the Building including the bicycle storage areas.

## **6 Access**

- 6.1 Your Flat is your private space, and you should always lock the door and windows when you leave.
- 6.2 You must not go into any areas of the Building marked "private", "no access" or similar, or into areas which are restricted to people with Keys for that area, unless you are accompanied by someone with authorised access to the area in question. You must not go into any other resident's Room or Flat unless they invite you.
- 6.3 You must give us reasonable access to your Flat when we require for viewing, inspection, maintenance, repair, or any other reasonable purpose (subject to us giving advance notice, where required – see [clause 11.1](#)).
- 6.4 If we send someone to work in your Flat, you must comply with their reasonable requests to ensure they have a safe space to work.
- 6.5 All occupiers in a Building have equal rights to use the Shared Areas and you must not treat the Shared Areas as if they were your personal space. You must not remove anything provided by us from the Shared Areas. You must not use anything that belongs to another resident, or remove it from the Shared Areas, unless you have the owner's permission.
- 6.6 We may visit the Shared Areas for any reasonable purpose, and you must not obstruct us. We will announce ourselves before entering but we will not give advance notice to access the Shared Areas.

## **7 University disciplinary and other policies**

- 7.1 The [Handbook](#) is part of your Contract. It contains policies which you must follow whilst you are in the Building. There are links to some of the policies in these terms and conditions, but you will also need to refer to the Handbook for policy information on making repair or maintenance requests, what to do if you are accidentally locked out of your Flat, and where to find help when you need it. If there is any inconsistency between the Handbook and these terms and conditions, these terms and conditions will prevail.
- 7.2 All students at Newcastle University must comply with the [University's Regulations](#). A breach of the Regulations may result in disciplinary action being taken against you, in accordance with the [University's Disciplinary Procedure](#).
- 7.3 If you do not comply with the [Regulations](#), you will be failing to comply with the obligations in your Contract. In addition, or as an alternative to disciplinary proceedings, we may take legal

proceedings against you to recover loss suffered and/or expense incurred as a result of your actions or neglect.

## **8 Communications**

- 8.1 If we need to contact you about your Contract, we will usually send you an email. You should check your University email account on a regular basis to make sure you don't miss something important from us. You must let us know promptly if there is any change in your contact details.
- 8.2 If you need to get in touch with us, Reception should be your first port of call (or Security if Reception is closed and you need urgent assistance).
- 8.3 The landlord's address to which you may send notices (including notices in proceedings) is:

Accommodation Services  
Newcastle University  
Grand Hotel Admin Office  
139a Percy Street  
Newcastle upon Tyne  
NE1 7RE

We will notify you in writing if this changes.

- 8.4 If you receive a letter, notice or other communication that is likely to affect your Room, Flat or the Building, you must send us a copy as soon as you can and in any event by no later than any deadline for responding which is given in the communication.
- 8.5 You agree to complete our web-based induction programme before collecting your Key. If you do not have internet access, you may complete the induction a short time after arriving at the Building.

## **9 At the end of the tenancy**

- 9.1 You must leave your Flat and Contents in no worse state of cleanliness, condition, or completeness than they were in at the start of your tenancy (allowing for fair wear and tear).
- 9.2 You, and the other residents entitled to use them, must leave the Shared Areas in no worse state of cleanliness, condition, or completeness than they were in at the start of your tenancy (allowing for fair wear and tear).
- 9.3 You must not leave any rubbish or personal belongings behind, except in the designated waste disposal facilities. You must check your post box and ensure you collect any letters and parcels held for you at Reception.
- 9.4 You must vacate the Flat and return all your Keys to us by no later than 10.00 am, either on the day of your departure or the last day of your Tenancy Period, whichever is earlier.

## **B Landlord's Obligations**

### **10 Repairs and maintenance**

- 10.1 We will use reasonable endeavours to ensure that your Flat and the Shared Areas you are entitled to use are in good condition at the start of the Tenancy Period.
- 10.2 We will keep the structure and exterior of the Building in repair and keep the installations for the supply of water, gas and electricity and for sanitation and the installations for space heating and heating water in repair and proper working order.



- 10.3 We will use reasonable endeavours to ensure that the Contents in your Flat and in the Shared Areas you are entitled to use are in good condition at the start of the Tenancy Period. We will keep them in reasonable repair and replace them at the end of their useful life (but we may claim from you the cost of repair or replacement of Contents in the Flat and a fair proportion of the cost of repair or replacement of Contents in the Shared Areas, except where repair or replacement is necessary because of fair wear and tear).
- 10.4 During the Tenancy Period we will clean the Shared Areas in line with the [Cleaning Service Level Standard](#).

## **11 Privacy and access**

- 11.1 We will need access to your Flat at times, but we will give you seven days' advance notice of planned visits. We do not have to give you any advance notice before coming into your Flat in an emergency, to stop a nuisance, where we reasonably believe you are in serious breach of these terms and conditions or if we have serious concerns about your welfare. We will not give you advance notice before coming to do a repair or carry out maintenance which you have requested, nor where you have been notified that maintenance is required following a planned inspection. We may also access your room to investigate the root cause of an urgent maintenance issue that may be originating in your bedroom (eg a leak).
- 11.2 If we enter your Flat when you are not there, we will leave you a note to explain who has been in and why. If we require access to your Flat when you are there, we will always carry University identification and allow you to inspect it.
- 11.3 We do not have to give notice before coming into any Shared Areas. For example, to carry out routine cleaning on a designated cleaning day or to carry out maintenance and routine checks on a designated maintenance day.
- 11.4 We will keep your personal data secure, and we will only use it as permitted by law.

## **12 Statutory compliance**

- 12.1 We will use reasonable endeavours to make sure that the Building meets all applicable legal requirements.
- 12.2 We subscribe to the UUK/Guild HE Accommodation Code of Practice and we will use all reasonable endeavours to make sure that we and the Building comply with the Code.
- 12.3 Our complaints procedure is available on request from your Reception, or you can discuss your concerns with our [ResLife Team](#).

## **C. How the Contract can be ended**

**NOTE:** the tenancy will be a common law tenancy under Paragraph 8, Schedule 1, Housing Act 1988, and not an Assured Shorthold Tenancy. The landlord does not have to serve notice under S21 or S8 of the Housing Act 1988 to end the tenancy.

### **13 Termination by the landlord**

- 13.1 Provided you have not already moved into the Flat, we may end the Contract by giving you notice:
- 13.1.1 any time after the 7th day of the Tenancy Period if you have not made late arrival arrangements with us; or
- 13.1.2 any time after the agreed late arrival date if you have made late arrival arrangements with us and have not arrived.

- 13.2 You will be liable to pay the Rent up to and including the date of termination specified in the notice that we will send you if we end the Contract under Clause 13.1.
- 13.3 We may choose not to terminate the Contract unless and until we have a suitable replacement tenant for the Flat.
- 13.4 After you have moved into the Flat, we may terminate the Contract at any time by serving notice on you if:
- 13.4.1 any money lawfully payable under the Contract is overdue by 14 days or more; or
  - 13.4.2 you are in serious or persistent breach of any of your obligations; or
  - 13.4.3 you do not have status as a student at Newcastle University; or
  - 13.4.4 in our opinion (we must act reasonably in forming that view) your health or behaviour constitutes a serious risk to you, or to other people, or to our property or property belonging to someone else.
  - 13.4.5 you are over-occupying the accommodation and, in our opinion (we must act reasonably in forming that view), this overcrowding poses a risk to you, other members of your household, or the property (applicable to Family Flats only).

**NOTE:** if we serve notice on you under Clause 13.4, the notice will include information about your rights as our tenant.

## **14 Termination by the tenant**

- 14.1 Many contracts have a "cooling-off period" during which you can cancel without penalty. There is no cooling-off period for tenancy agreements. Your Contract is for the full Tenancy Period, and you can only cancel as permitted in these terms and conditions.
- 14.2 You can end the Contract if you first comply with ALL the conditions listed in this clause. You will remain liable for the Rent until all four of the following conditions have been satisfied.
- 14.2.1 You must complete a ['Request to Leave Early'](#) notifying us that you would like to leave; and
  - 14.2.2 you must pay for or put right all breaches (if any) of your obligations in the Contract; and
  - 14.2.3 a suitable replacement student must enter into a Contract for your Flat for the rest of the Tenancy Period (we have discretion over who is "suitable", but we will act reasonably).
  - 14.2.4 you must pay a fee (of £50) towards our costs of administration, doing your check-out inspection and cleaning the Accommodation.
- 14.3 You will not have to comply with the conditions in Clause 14.2 if you are able to prove that the reason for termination is a serious or persistent breach of our obligations or because you are prevented from continuing your tenancy because of a disability.
- 14.4 If you withdraw from Newcastle University you can end the Contract at the end of the termly billing period in which you withdraw. The [termly billing periods](#) can be found on our website. To terminate the Contract under this clause, you must give our Accommodation Services team a copy of your withdrawal notice and complete a ['Request to Leave Early'](#). You will be liable to pay Rent until the end of the termly billing period, even if you move out sooner, but you will not have to comply with the conditions in clauses 14.2.2, 14.2.3 or 14.2.4.
- 14.5 If you are a postgraduate research student working towards a doctorate, MPhil or MRes and your studies have ended or you have to move away from Newcastle for research purposes before the end of your registered period of study, you can end your Contract before the



Tenancy Period expires by giving our Accommodation Services team at least 28 days' advance written notice accompanied by a letter of confirmation from your academic department.

- 14.6 If you are living in a Family Flat at Bowsden Court, and a change in your household circumstances means that you are over occupying (for example, you give birth to another child and there is not enough space for them), and we cannot provide you with a suitable alternative, you can end your Contract before the Tenancy Period expires by giving our Accommodation Services team at least 28 days' advance written notice accompanied by a signed tenancy agreement for your alternative accommodation.
- 14.7 Contracts for Family and Couple Accommodation at Bowsden Court cannot be extended beyond the Tenancy Period under any circumstance. If you are required to remain in Newcastle beyond the 31 July, you must source your own alternative accommodation. To facilitate this, you can end your Contract before the Tenancy Period expires, but not before **20 April 2025**, by giving our Accommodation Services team at least 28 days' advance written notice accompanied by a signed tenancy agreement for your alternative accommodation. Written notice will not be accepted before 20 April 2025.

**NOTE:** this means that, if you submit your 28-day notice on 20 April, you will be liable for your Contract until 18 May 2025.

## **15 Relocations**

- 15.1 We may ask you to move to comparable alternative accommodation where it is reasonable to do so (for example if a person with a disability needs adaptations that are in the Room and you do not). Where the new accommodation is less expensive, only the reduced rent is payable. If the new accommodation is normally more expensive, there will be no change to the Rent you have to pay.
- 15.2 If you are living in a Family Flat at Bowsden Court, and your dependent children have not arrived within 28 days of you collecting your Keys, you may be asked to relocate to a single occupancy Room unless proof of their imminent arrival can be provided.
- 15.3 If we ask you to relocate to a different Building for a reason that is not your fault, you will have the right to terminate the Contract as an alternative to relocating. If you do choose to terminate the Contract in these circumstances, you will not have to comply with the conditions in Clause 14.2, and you will not be entitled to any compensation.
- 15.4 If we ask you to relocate because you are in breach of one or more of your obligations you will have no right to terminate the Contract as an alternative to relocating and you will have no right to compensation. We will be entitled to claim from you any expense reasonably incurred, and loss suffered as a result of your breach.
- 15.5 You may apply to transfer to another room owned or managed by us, but you must first:
- 15.5.1 apply to us for a transfer by no later than the last day of the second academic term (which in 2024/25 is 22 March 2025). Applications after that date may not be considered; and
  - 15.5.2 if a transfer is granted, enter into a new contract for the new accommodation; and
  - 15.5.3 pay to us a fee of £50 towards our administration costs; and
  - 15.5.4 have complied with your obligations in the Contract in all important respects.
- 15.6 We will consider applications to transfer to cheaper accommodation than the Flat, but we are under no obligation to approve such applications.

## **D General**

### **16 Limitation of liability**

- 16.1 Our liability for loss or damage to person or property is excluded unless the loss or damage is caused by our negligence, breach of a statutory obligation, breach of our obligations in these terms and conditions or the authorised actions of our employees carried out in the course of their duties.
- 16.2 We are not liable for any failure in the provision of lighting, heating, water supply, internet or any telecommunications service where the failure is due to a reason outside our reasonable control (including vandalism or misuse). We are not liable for any failure in the provision of any service or equipment, for whatever cause, unless the failure is for a continuous period of more than 48 hours after we became aware of it.
- 16.3 We may delay the repair of any damage that you or other occupiers in the Building cause until you and/or the other occupiers pay for it. We will not delay repair if the repair is necessary to make the Accommodation safe. If we carry out a repair, we may still claim from the person(s) responsible for the damage retrospectively.
- 16.4 You will not have to pay us for damage that has nothing to do with you, such as flooding by a river or fire damage caused by a fault in the electrical installation.
- 16.5 In cases of accidental damage by you or your visitor(s) where there is no gross negligence your liability will be capped at £5,000. This limit on liability does not apply in cases of damage caused deliberately or by gross negligence.
- 16.6 You will not have to pay for any reinstatement costs that we recover on our insurance. We carry a large policy excess, and we will not normally claim against our insurance for accidental or deliberate damage caused by residents or their visitors. If we claim against insurance, the excess on the policy may still be regarded as a loss suffered or an expense incurred as a result of a breach of contract and be claimed from the residents who are responsible for the damage. In such cases we will normally claim from you the whole of the policy excess if the damage is to your Flat and we may claim from you a reasonable share of the excess if the damage is to the Shared Areas that you are entitled to use. As you and the other occupiers have collective responsibility for the Shared Areas, you may have to contribute to the insurance excess for damage to the Shared Areas even if you personally did not cause the damage. Appeals against claims for damages may be made in writing to an Assistant Manager, further information on grounds for appeal and the process can be found in our [Damage Policy](#).
- 16.7 We may temporarily suspend use of the Shared Areas to allow cleaning, maintenance or repair to be carried out, but we will try to give advance warning if we can.
- 16.8 If for any reason beyond our reasonable control the Flat is not ready for occupation at the start of the Period of Residence (for example, if a prior occupier has refused to leave, or if the Accommodation needs work carrying out to it) we will endeavour to offer you alternative accommodation. If the alternative accommodation is in, or within half a mile of, the Building and of the same or better type, it shall be regarded as comparable, and shall not constitute a variation to what we agreed to provide and you must accept it. If we are unable to provide you with a substitution or you accept a substitution that is not similar to or better than the Flat, you will be entitled to terminate the Contract if the Flat is still not ready for occupation after the first four weeks of the Period of Residence.

### **17 Removal of personal belongings**

- 17.1 You agree that we may remove from your Flat or another part of the Building any article which constitutes an obstruction or a fire or health or safety risk or which is on display and likely to give serious offence to other people. We may also remove from the Flat or another part of the

Building any item which it is unlawful for you to have in your possession, or which is prohibited by these terms and conditions. Unless the item is animate, perishable, or illegal to possess we will, if requested, return it to you on the termination of your tenancy. As we will only remove things which you should not have in the Building, or which you are using in a way which breaches these terms and conditions, we will claim from you the cost of removal and storage or disposal, as appropriate.

17.2 We may remove any item you leave in the Residence at the end of the tenancy. You agree that we will not have any obligation to try to return it to you unless it is of obvious value and likely to have been left behind by mistake (such as technology, identification documents or jewellery or watches). The following items will always be assumed to have no value and will be disposed of without reference to you:

- Clothing and footwear
- Books, study notes and stationery
- Food, drink, utensils, crockery, cutlery and similar
- Toiletries and cosmetics
- Items in bin liners or similar
- Bedding, linen and towels
- Small kitchen appliances

If an item has obvious value but you cannot be traced the University may dispose of the item in what it considers to be the most appropriate way, without incurring any liability to you or the owner of the item as outlined in the [Lost Left Property Policy](#).

Where letters/parcels remain on site after your departure we will deal with them in accordance with our [Lost Left Property Policy](#).

**NOTE:** remember that it is your responsibility to remove all your belongings and rubbish at the end of your tenancy. This clause is to clarify our approach to items that may accidentally have been left behind. You may be liable to pay for the cost of clearing personal belongings and rubbish from your Flat if you do not do this yourself.

## **E Definitions and interpretation**

18.1 Certain words and phrases used in our terms and conditions have the meanings given to them here.

|                 |   |
|-----------------|---|
| <b>Building</b> | The building in which the Flat is situated, including any grounds around the building that belong to us.  |
| <b>Contents</b> | The furnishings, equipment and other contents that we provide at the Building for our tenants' use.   |
| <b>Contract</b> | A legally binding agreement between you and us for the rental of student accommodation. The Contract incorporates the Offer and these terms and conditions. The Contract is made either (a) online when you click to say you accept the Offer or (b) when you sign a paper tenancy agreement and the agreement has been digitally counter-signed and dated by us. |
| <b>Flat</b>     | A self-contained studio, or a shared flat consisting of several Rooms and Shared Areas.   |

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| <b>Handbook</b>       | Information provided by us online under the description "Handbook" (and sent to you by email with the Offer/Contract). The Handbook sets out procedural steps which you need to follow and important University regulations and policies that are relevant to student accommodation.  |
| <b>Key</b>            | A key or other device that allows entry to the Building or a part of the Building.  |
| <b>Inventory</b>      | List of the Contents you are entitled to use in the Room and the Shared Areas.  |
| <b>Nightly Rate</b>   | The Rent for the Tenancy Period divided by the number of nights in the Tenancy Period.  |
| <b>Offer</b>          | A summary of the core terms on which we offer to rent our accommodation to you.   |
| <b>Payment Date</b>   | The due date for payment of Rent or an instalment of Rent. The Payment Dates applicable to your tenancy are based on options you selected when accepting the Offer.   |
| <b>Reception</b>      | Our office at the Building and the staff who work there.  |
| <b>Regulations</b>    | Regulations and policies of Newcastle University, available to view at <a href="https://www.ncl.ac.uk/regulations/">https://www.ncl.ac.uk/regulations/</a> and such other regulations and procedures as are set out or referred to in the Handbook.   |
| <b>Rent</b>           | The money that you must pay us for the Flat during the Tenancy Period, as set out in the Offer.   |
| <b>Room</b>           | The accommodation described in the Offer that we will make available for your exclusive use during the Tenancy Period. In your Contract, "Room" includes any of our accommodation that you move into (for example if you move out of the Room allocated to you whilst we carry out major repair, or if we agree to your request to move to a different room).   |
| <b>Security Team</b>  | The Security staff responsible for security at the Building. Your first port of call should normally be Reception, but you may contact the Security Team outside Receptions normal working hours if there is an emergency that cannot wait until Reception re-opens.  |
| <b>Shared Area</b>    | The parts of the Building that are for use by more than one occupier. Shared Areas within a Flat are for the shared use of the people living in that Flat. Shared Areas outside a Flat are for the shared use of the people living in the Building.   |
| <b>Tenancy Period</b> | The period that we will make the Flat available for your use, subject to you complying with your obligations in the Contract. The Tenancy Period will be set out in the Offer. You are liable to pay Rent for the full Tenancy Period, whether you live in the accommodation throughout that time or not, unless the tenancy is terminated before the Tenancy Period expires in accordance with these terms and conditions. |
| <b>We/us/our/ours</b> | Newcastle University which is the landlord of the Building.   |
| <b>You/your/yours</b> | The person named in the Offer who has agreed to take a tenancy of the Flat.   |

18.2 When reading these terms and conditions, the following rules of interpretation apply:

18.2.1 The words "include", "including", "such as", "for example" and similar are illustrative and do not exclude anything that has not been explicitly referred to.

18.2.2 "May" refers to something that you or we may choose to do. "Must" refers to something that you or we have an obligation to do. "Should" refers to something that is not compulsory, but is requested, recommended or advisable.

18.2.3 Words in the singular include the plural and vice versa.

18.2.4 References to a gender include all others.

18.2.5 "We", "us", "our" refer to the landlord of the Flat and the landlord's contractors and other persons authorised by the landlord.

18.2.6 Notes in **blue** are not contractual terms but are given for information.