

# TERMS AND CONDITIONS OF THE LICENCE TO OCCUPY RESIDENTIAL PREMISES AT THE UNIVERSITY OF EAST ANGLIA



## 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.

## 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, dining, bathroom\*, toilet\*, facilities and fixtures, furniture and furnishings therein located in Norfolk and Suffolk Terraces, Orwell and Wolfson Closes, Mary Chapman Court, University Village, Britten House, Browne House, Colman House, Constable Terrace, Kett House, Nelson Court, Paston House and Victory House (\* in the case of Britten House, Browne House, Colman House, Constable Terrace, Kett House, Nelson Court, Paston House, Victory House and University Village, the study bedroom includes en-suite bathroom and toilet and there are no bathroom and toilet areas used in common with others except in paired unit rooms. There is no common storage or drying facilities in residences).

## A: The Licence

### The Licence Fee

#### 1. Payment of the Licence fee:

1.1 The Licensee will, subject to any extension of time for payment being granted, pay the University OR where appropriate pay UEA Student Residences Limited (referred to hereon as UEASR depending on the named licence issued), the appropriate instalment of the Licence fee within 28 days of the date of the invoice relating thereto.

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

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

3.1 Being a first year Undergraduate or first year international Postgraduate student first arriving at the University in September or in January, within 10 days of the date of arrival and having advised the University OR where appropriate UEASR of their intention to do so.

3.2 By the request of the licensee in exceptional circumstances, where there is an existence of circumstances which in the opinion of the Accommodation Manager warrant the early termination of this Licence.

3.3 Where the Licensee wishes to terminate the licence agreement and (a) the Licensee finds a replacement licensee who is not currently living in University residence, who is a full-time UEA student and who is reasonably acceptable to the Accommodation Manager or (b) the accommodation office requires the room for another student due to a lack of availability elsewhere in residences then, in either case this Licence shall end upon the replacement licensee entering into a licence for the Residential Premises with the agreement of the Licensee.

#### 4. The Licence may be terminated by the University OR where appropriate UEASR:

4.1 By not less than 28 days' notice in writing to the Licensee by way of the issue of a Notice to Quit, on the non-payment of the licence fee (whether formally demanded or not) or any breach which is not a minor breach by the Licensee of the Licence or of the Terms and Conditions of the Licence to Occupy Residential Premises.

4.2 The University 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 UEA accommodation as deemed necessary either during any notice period or following the licence termination.

#### 5. The Licence shall terminate forthwith on:

5.1 The Licensee ceasing to be a full-time student of the University.

5.2 The Licensee becoming a registration only student or an intercalating student under the Regulations made by the University in that regard unless by prior agreement with the UEA Accommodation Office.

5.3 The Licensee being excluded from residential property owned and controlled or managed by the University OR where appropriate UEASR under the provisions of 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 28 days' notice to do so by the University OR where appropriate UEASR.

#### 6. Cancellation Refunds and Payments

6.1 The University OR where appropriate UEASR will, if the Licence terminates in accordance with paragraph 3, 4 or 5 refund to the Licensee such proportion of the Licence fee as relates to that part of the Licence period from which they have been released.

**6.2** In the event that the Licensee being other than a first year student and fails to take up residence in the residential accommodation and fails to pay the Licence fee in accordance with paragraph 1 of these Terms and Conditions, the University OR where appropriate UEASR may re-allocate the Residential Premises to another person and the Licensee will pay to the University OR where appropriate UEASR the greater of:

**6.2.1** 28 times the nightly rate or

**6.2.2** An amount equal to the nightly rate, multiplied by the number of nights of the Licence period for which the Residential Premises remain vacant.

### **Changes to the Licence**

#### **7. Room Change as requested by the Student:**

**7.1** Where the Licensee was sharing a twin room and becomes the sole occupant, the University OR where appropriate UEASR may permit the Licensee to remain as sole occupant on payment by the Licensee of the appropriate increased Licence fee as notified at the date of such a change.

**7.2** The University OR where appropriate UEASR may permit the Licensee at any time during a Licence period to substitute for the Residential Premises specified in the Licence such other Residential Premises as may be available from time to time provided that if the usual Licence fee tariff for such other Residential Premises is higher than that for the Residential Premises specified in the Licence, the Licence fee payable by the Licensee will be adjusted to accord with the higher tariff with effect from the date of such substitution.

**7.3** The University OR where appropriate UEASR may if reasonable require the Licensee to pay an administrative fee to meet costs incurred by making any change of Residential Premises under paragraph.

#### **8. Room Change as required by the University:**

**8.1** The University 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 and if the usual Licence fee for such other premises is lower than that for the premises specified in the Licence the University OR where appropriate UEASR will refund to the Licensee the appropriate proportion of the Licence fee.

### **B. University Responsibilities**

#### **9. The University OR where appropriate UEASR will provide:**

**9.1** Hot and cold water, heating and lighting (see 10.2).

**9.2** Once per week, excluding Saturdays and Sundays and days when the University is closed, cleaning services in en-suite shower rooms and in the washbasin area of standard rooms (unless services withdrawn).

**9.3** Cleaning services twice weekly in all cooking, dining, bathroom and toilet areas used in common, except Saturdays and Sundays and days when the University is closed and when Cleaning services have been withdrawn from Residences where the cleaning staff cannot reasonably carry out their normal duties.

**9.4** And 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.

#### **10. The University OR where appropriate UEASR will not be liable to the Licensee for:**

**10.1** Any loss, damage or inconvenience (save for death or personal injury caused by the negligence of the University OR where appropriate UEASR) which may be suffered by the Licensee as a direct or indirect result of the inability of the University OR where appropriate UEASR by reason of circumstances or events beyond the University's OR where appropriate UEASR 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 the University OR where appropriate UEASR may comply with its statutory obligations with regard to such apparatus.

**10.2** 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**

#### **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 by 9.00 hours on every weekday for the execution of cleaning services and the removal of rubbish from the study bedroom.

**11.3** Pay the reasonable costs of additional cleaning and any related administrative costs incurred where the cleaning staff have 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 the University OR where appropriate UEASR of the additional cleaning and administration subject to a minimum fee.

**11.4** At all times outside of the Licence period clear all personal effects, waste and unwanted items from the Residential Premises, items left at the premises may be removed and destroyed.

## Maintenance

### 12. The Licensee will:

**12.1** Inform the University OR where appropriate UEASR within 10 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 in the study bedroom. Obtain the inventory form from the housekeeper and complete.

**12.2** Inform the University OR where appropriate UEASR 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 so authorised by the University OR where appropriate UEASR 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 property.

**12.4** Reimburse the University OR where appropriate UEASR with the reasonable cost of works and supplies and equipment needing to be repaired or replaced at the Residential Premises as a result of damage or loss caused or permitted by the Licensee which is not attributable to fair wear and tear and reasonable storage charges for any item removed from Residential Premises under clause 14, 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. Where the cause of the cost or 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 the University OR where appropriate UEASR 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.

**13.3** Remove from the Residential Premises any furniture or fittings which are the property of the University OR where appropriate UEASR.

**13.4** 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 15.1 comply immediately with any requirement notified in writing to ensure the safe use of electrical apparatus.

**14.2 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.

**14.3. Fire alarms:** The licensee will evacuate the Residential Premises immediately on the sounding of the fire alarm.

**14.4 Fire Safety Equipment:** The Licensee will not interfere with or suffer others to interfere with any fire fighting equipment, fire safety notices or other fire fighting 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.

**14.5 Candles or 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 and petroleum products.

**14.6 Roof Access** The Licensee will not go onto any part of the roof of Norfolk or Suffolk Terrace nor allow access to any guest or other person enabling them to do so.

## 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, Video or DVD player or recorders, Domestic Iron, Hair dryer, Kettle, Hi-fi equipment, PC, Printer, Typewriter, Slow Cooker\*, Rice Cooker\*, Sandwich toaster\*, Grill\* (\*in the kitchen only), Shaver, such other appliances as may be specifically approved in writing by the University OR where appropriate UEASR and assistive technology for disabled students.

**15.2 Pets:** Keep domestic pets (other than a registered assistance dog) or any animals, birds, fish, insects or reptiles of any description in the Residential Premises.

**15.3 Bicycles:** Bring into or store in the Residential Premises or adjoining properties belonging to the University OR where appropriate UEASR or in any areas other than those duly authorised by the University

OR where appropriate UEASR for such purposes, bicycles or motor vehicles of any kind including motor cycles and mopeds, or substantial parts from them.

**15.4 Candles:** 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 and petroleum products.

**15.5 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.

**15.6 Posters and Coverings:** Place on any door, ceiling, window or light fitting of the study bedrooms, any posters, paper, material or covering of any kind.

**15.7 Posters and Coverings on Bedroom Walls:** Place on any wall of the study bedrooms any posters, paper, material or covering of any kind which together covers an area equivalent to more than half the floor area of the study bedroom.

**15.8 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.

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

**16.1 Removal of Prohibited Items:** Allow persons authorised by the University OR where appropriate UEASR to enter the Residential Premises at any reasonable time to remove anything found referred to in paragraph 15.

#### **Prohibited Activities**

#### **17. The Licensee will not:**

**17.1 Subletting / Transfer of Benefits:** Transfer or part with possession of the whole or any part of the Residential Premises.

**17.2 Accommodating Visitors:** Allow visitors to occupy the Residential Premises for the purpose of sleeping overnight except with the permission of either the Resident Tutor or the Accommodation Manager first obtained up to and only for a maximum of three nights. The accommodating of visitors without permission or for more than 3 nights will deem those visitors to be unauthorised under section 17.3.

**17.3 Out of Hours Visitors:** Allow unauthorised visitors on the premises between 23.45 and 07.30 hours.

**17.4 Inappropriate Use of Premises:** Use or permit to be used the study bedroom otherwise than as a private study bedroom for occupation by the Licensee alone or in a twin room with another Licensee.

**17.5 Unlawful or Disruptive Behaviour:** Do or encourage to be done on the Residential Premises or on any adjoining premises belonging to the University OR where appropriate UEASR anything which is unlawful or which may be or become a nuisance, annoyance or offence to the running of the University or to the occupiers of other premises. In particular, noise is to be avoided at all times, especially between 23.45 and 07.30 hours.

**17.6 Tampering with Fire Safety Equipment:** Interfere with or suffer others to interfere with any fire fighting equipment, signs or other fire fighting 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.

**17.7 Going out onto the roof:** Go onto any part of the roof of Norfolk or Suffolk Terrace or any other building or allow access to any visitor or other person enabling them to do so.

**17.8 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.

#### **Keys**

**18. Return of Key:** The Licensee will return to the Accommodation Office the key or keys to the Residential Premises at the end of each Licence period, failing which will reimburse the University OR where appropriate UEASR with the cost of replacing the lock and key(s) which is currently £25.00. Temporary issued keys or access swipe cards must be returned by the due date and will at all times remain the property of UEA Accommodation who may restrict their use.

**19. Making duplicate keys:** The Licensee will not make permit or suffer to be made duplicates of the key or keys to the Residential Premises, nor will the Licensee allow the use of keys or access swipe cards to be used by any other person.

#### **Insurance**

**20.** The Licensee acknowledges the University OR where appropriate UEASR cannot be held responsible for the Licensee's personal property including clothing and perishable foodstuffs but that personal possessions insurance will be provided by Endsleigh Independent Insurance Services Ltd, in return for a mandatory fee payable by the Licensee once per 12 month period. The Licensee may, if they wish, increase the personal basic cover offered as part of the block insurance directly with Endsleigh Insurance Ltd.

# Smoking

## Terms and Conditions to Occupy Residential Premises

This forms part of the Terms & Conditions of your Licence to Occupy UEA Residential Accommodation

For the full Terms & Conditions visit:

<http://www.ueaaccommodation.co.uk/accommodation/Termsandconditions.pdf>

### Smoking

**21.** The Licensee acknowledges the University OR where appropriate UEASR has a duty under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 to provide a working environment for employees that is safe and without risks to health. In addition the University OR where appropriate UEASR has a duty under these terms and conditions to provide essential services to the Licensee and the study bedroom such as cleaning and maintenance.

Whilst smoking will be permitted within individual study bedrooms (decision to be reviewed by the University OR where appropriate UEASR from June 2008 and which does not include illegal substances/acts section 17.5), this permission is granted only on the following conditions:

**21a:** The Licensee understands the obligations of the University OR where appropriate UEASR and will provide a smoke free environment in order for essential services such as cleaning and maintenance, to take place within the study bedroom.

**21b:** Licensees should refrain from smoking at least 1 hour before the service takes place, where possible the study bedroom cleaner will inform the Licensee of the reasonable expected time of arrival.

**21c:** The Licensee should fully ventilate the study bedroom by opening the windows unless they are due to leave the study bedroom in which case all windows should remain closed.

**21d:** The licensee should not smoke whilst the services within the study bedroom take place.

**22.** The Licensee understands that if a smoke free environment is not provided so that services can be completed; a warning notice will be provided in the first instance with a request to provide a smoke free environment between a certain time and on a certain date. At the time of the subsequent service visit, if a smoke free environment is still not provided the service will be withheld and the Licensee referred to the Accommodation Manager who may then refer the matter to the University Disciplinary Officer.

**23.** The Licensee understands that failing to provide a smoke free environment could be considered a serious breach of these terms and conditions.

**24.** The Licensee understands that the UEA already prohibits smoking in kitchens and common areas, however, since 1<sup>st</sup> July 2007 it has become ILLEGAL to smoke within all areas shared in common with others, including kitchens, common rooms, halls, entrance areas, corridors and stairwells and WC/washing facilities. UEA managers and controllers of accommodation have a duty under the law to enforce the Smoke Free Ban in these areas. All residents or visitors to UEA Accommodation must adhere to the Smoke Free Ban or they may be referred to the UEA Disciplinary Officer.

## **GENERAL INFORMATION**

UEA accommodation is the customer service hub of UEA student residences. We are here to help and advise on all residential accommodation matters.

We aim to deliver an excellent level of service to all our customers, and in particular, support our residents as an active part of an integrated University support network.

We are committed to the continual improvement of our services, responding to the academic and recruitment aims of the University as a whole and enriching the experience of life at the UEA for all our residents.

### **Contact us:**

Telephone: +44 (0) 1603 592092

Fax: +44 (0) 1603 592035

Email: [accom@uea.ac.uk](mailto:accom@uea.ac.uk)

Web: [www.uea.ac.uk/accom](http://www.uea.ac.uk/accom)

Our office is open Monday – Friday 9am – 5pm

### **Useful Links:**

#### **UEA Accommodation website:**

<http://www.uea.ac.uk/accom>

#### **Customer Charter:**

<http://www.ueaaccommodation.co.uk/accommodation/customercharter.pdf>

#### **Frequently asked questions:**

<http://www.ueaaccommodation.co.uk/accommodation/faqs.asp>

#### **Terms and Conditions of Licence:**

<http://www.ueaaccommodation.co.uk/accommodation/Termsandconditions.pdf>

#### **Student Living in Residences Handbook:**

<http://www.ueaaccommodation.co.uk/accommodation/downloads/U553001p550.pdf>