

## Terms and Conditions of the Licence to Occupy Residential Premises Within the University of East Anglia (2017 to 2018 Academic Year).

### **Words used in these Terms and Conditions**

**UEA Accommodation Office** means the University of East Anglia Accommodation Office, also referred to as UEA Accommodation, which acts on behalf of the Licensor.

**Residential Premises** means 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 the UEA Residence in which the Licensee's Room is located (\* in the case of Britten House, Browne House, Colman House, Constable Terrace, Crome Court, Kett House, Nelson Court, Paston House, Victory House and University Village, the Room includes en suite bathroom and toilet and there are no bathroom and toilet areas used in common with others except in two bedroom studio flats).

**Student** means a student for the time being enrolled at the University or INTO UEA.

**UEA Residences** means Britten House, Browne House, Colman House, Constable Terrace, Crome Court, Kett House, Nelson Court, Norfolk Terrace, Orwell Close, Paston House, Suffolk Terrace, Suffolk Walk, University Village, Village Close, Victory House, Wolfson Close and any other building or flat which the University uses as accommodation for students.

**University or UEA** means the University of East Anglia.

**Access Cards** means any Swipe Card or Proximity Card issued by the Licensor.

The words "**Room**", "**Licensee**", "**Licence Period**", "**Licence Fee**", "**Licensor**" refer to the descriptions given in the Licence to Occupy Residential Premises (the Licence) signed by the Licensee.

### **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 Licensor the appropriate instalment of the full Licence Fee within 28 days of the date of the invoice relating thereto.

**1.2** The Licensee will, if terminating the licence under paragraph 3, pay the Licensor the full nightly rate for the revised licence period subject to the return of the key.

##### **2. The Licensee will occupy the Residential Premises and pay the Licence Fee for the whole Licence Period subject to:**

**2.1** Termination of this Licence in accordance with paragraphs 3, 4 or 5 and;

**2.1** If the Licensee does not vacate the Residential Premises after this Licence has been terminated the Licensor will apply to the court to obtain possession and may also ask the court to order that the Licensee pays the Licensor's 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 Postgraduate Student first arriving at the University in September within 7 days of the start date of the Licence period and having advised the Licensor of their intention to do so, and vacating the room and returning the key to the UEA Accommodation Office within this 7 day period; or

**3.1.2** Being a first year Undergraduate or first year Postgraduate Student first arriving at the University in January, within 7 days of the start date of the Licence period, and having advised the Licensor of their intention to do so, and vacating the room and returning the key to the UEA Accommodation Office within this 7 day period.

**3.2** Where the Licensee wishes to terminate the Licence and (a) the Licensee finds a replacement Licensee who is not currently living in UEA Residences, and who is a full-time student of the same student type (Undergraduate or Postgraduate) and who is reasonably acceptable to the UEA Accommodation Office or (b) the UEA 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.

**3.3** If terminating the Licence in accordance with paragraph 3.1, 3.1.2, or 3.2 or a Termination of Licence Request form should be obtained by the Licensee from the UEA Accommodation Office, completed and submitted to the UEA Accommodation Office prior to departure.

### **4. The Licence may be terminated by the Licensor:**

**4.1** By not less than 28 days' notice ("the Notice Period") in writing to the Licensee on the non-payment of the Licence Fee (whether formally demanded or not) or on any breach which is not a minor breach by the Licensee of the Licence or of these Terms and Conditions of the Licence to Occupy Residential Premises.

**4.2** During the Notice Period the Licensee may not enter any UEA Residence other than the UEA Residence to which their Residential Premises are located.

**4.3** The UEA Accommodation Office reserves the right following the termination of the Licence pursuant to paragraph 4 to prohibit the Licensee from entering any UEA accommodation.

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

**5.1** The Licensee ceasing to be a full-time Student of the University. In the event of the Licensee formally intercalating or withdrawing from the University, a Termination of Licence Request form should be obtained from the UEA Accommodation Office by the Licensee and be completed and submitted to the UEA Accommodation Office prior to departure;

**5.2** The Licensee becoming a Registration-only Student under the Regulations made by the University in that regard unless by prior agreement with the UEA Accommodation Office; or

**5.3** The Licensee being excluded from residential property owned and controlled or managed by the University. The Licensee shall then be required immediately to vacate the Residential Premises.

### **6. Cancellation Refunds and Payments**

**6.1** If the Licence terminates in accordance with paragraph 3, 4 or 5 the Licensor will refund to the Licensee such proportion of the Licence Fee as relates to that part of the Licence period from which the Licensee has been released.

**6.2** Where the Licensee vacates the Residential Premises for reasons not covered in paragraphs 3, 4 or 5, the Licensee will remain liable for the Licence Fee for the full Licence Period. The Licensee may seek to find another eligible full-time Student, not currently living in a UEA Residence, to take over the remainder of the Licence, subject to agreement by the UEA Accommodation Office. The UEA Accommodation Office may assist in this process but is not obliged to do so.

## **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 Licensor may, at its discretion, 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 Licensor 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 or lower 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 or lower tariff with effect from the date of such substitution.

**7.3** The Licensor may require the Licensee to pay an administration fee to meet the reasonable costs incurred by making any change of Residential Premises under paragraph 7.2.

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

**8.1** The Licensor 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 Licensor will refund to the Licensee the appropriate proportion of the Licence fee.

## ***B. Licensor's Responsibilities***

### **9. The Licensor will:**

**9.1** Provide a supply of hot and cold water, heating and lighting to the Residential Premises (see 10.3).

**9.2** Provide cleaning services once a week in en suite shower rooms and in the washbasin area of standard rooms, except Saturdays and Sundays and days when the University is closed and when cleaning services have been withdrawn from Residential Premises where the cleaning staff cannot reasonably carry out their normal duties.

**9.3** Provide 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 Residential Premises where the housekeeping staff cannot reasonably carry out their normal duties.

**9.4** 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 Licensor 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 Licensor ) which may be suffered by the Licensee as a direct or indirect result of the inability of the Licensor by reason of circumstances or events beyond the Licensor's reasonable control to provide equipment, utilities 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 Licensor 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.

**10.3** Any nuisance, loss or inconvenience to the Licensee arising out of a failure to provide hot and cold water, heating or lighting under clause 9.1.

#### ***C. Student Responsibilities***

##### **Cleaning and Recycling**

#### **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 UEA staff or contractors by 9.00am on every weekday for the execution of cleaning services and associated duties including the removal of waste from the Room and shower pod/shower room/en suite.

**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 beyond their normal duties. Where the cause or the cost of repairing or replacing items or areas damaged in communal areas cannot be attributed to the Licensee, all Licensees of the Residential Premises will be invoiced for an equal share of the costs, including administrative charges incurred by the Licensor, save for any resident who can reasonably demonstrate that he or she was not responsible for the damage.

**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 Residential Premises may be removed and destroyed by the Licensor at its absolute discretion and the Licensee appoints the Licensor as his/her agent for these purposes.

**11.5** Make all reasonable efforts to comply with all recycling and waste disposal processes and to properly segregate and dispose of all wastes generated, placing recyclable items in the appropriate recycling bins.

**11.6** Keep the Room clear of food remnants and dirty crockery, cutlery, pots and pans etc.

**11.7 Prevention of Legionella:** Ensure that the shower is run no less frequently than every 7 days in their shower pod/shower room/en suite in the Room, house or flat as appropriate.

## **Maintenance**

### **12. The Licensee will:**

**12.1** Inform the Licensor within 10 days of the commencement of the Licence Period of any defect in the Residential Premises, or any deficiency of furniture or fittings against the relevant inventory provided in the Room.

**12.2** Complete the supplied inventory form and return it to the appropriate Facilities Support Coordinator (Housekeeper) within 10 days of the commencement of the initial Licence Period. The Licensee will be held accountable for any damage to the Room not listed in the inventory.

**12.3** Inform the [UEA Accommodation Office](#) or the [Estates Customer Services Team](#) promptly of any defect in the Residential Premises requiring repair or any deficiency of furniture or fittings or of any interruption to services (see 9.1-9.4) or of any infestation of vermin which may become apparent during the Licence Period.

**12.4** Allow persons so authorised by the Licensor to enter the Residential Premises at reasonable times and, other than in case of emergency, with advance notice to the Licensee wherever practicable, for whatever reason including but not limited to viewing the state and condition of the Residential Premises and to carry out repairs or maintenance thereto or to adjoining property.

**12.5** Reimburse the Licensor 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 paragraph 16, in addition to any administrative fee in force at the time.

**12.6** Move to an alternative Room if required to do so by the Licensor as a solution to an ongoing maintenance issue.

**12.7** Ventilate the Room by opening the window as appropriate but no less than 30 minutes each day to discourage mould.

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

**13.1** Make or allow 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 (including visitors and guests) to damage any part of, or equipment in, the Residential Premises including the communal areas. Where the cause or the cost of repairing or replacing items or areas damaged in communal areas cannot be attributed to an individual Licensee all Licensees of the Residential Premises will be invoiced for an equal share of the costs, including administrative charges incurred by the Licensor, save for any resident who can reasonably demonstrate that he or she was not responsible for the damage.

**13.3** Remove from the Room, Kitchen or Residential Premises, as appropriate, any furniture or fittings which are the property of the Licensor.

**13.4** Install or erect additional fittings or furnishings or allow these to be installed or erected in or on the Residential Premises or adjoining properties.

**13.5** Hinder or prevent any member of staff carrying out their duties within the Residential Premises.

## **Safety and Fire Safety**

### **14. The Licensee will:**

**14.1 Electrical Apparatus:** Without prejudice to 15.1 comply immediately with any requirement notified in writing to ensure the safe use of electrical apparatus.

**14.2 Use of Electrical Apparatus:** Not use any electrical items or appliances in any shower pod/shower room/en suite/bathroom.

**14.3 Fire Safety Procedures:** Comply with all such fire safety procedures as are currently in force and which have been notified to the Licensee.

**14.4 Fire alarms:** Evacuate the Residential Premises immediately on the sounding of the fire alarm.

**14.5 Undue Activation of the Fire Alarm Systems:** Take all reasonable precautions to avoid the accidental activation of fire alarms, either through cooking without due care (burnt toast etc) or by leaving shower pod or shower room doors open when showering (resulting in activations by steam), failure to allow the steam from a shower to dissipate before opening the shower pod or shower room doors, use of aerosol sprays or by any other means.

**14.6 Tampering with Fire Safety Equipment:** Not interfere with or allow others to interfere with any fire-fighting equipment, fire detection equipment, fire alarm activation points, fire prevention equipment (including fire doors), 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.

**14.7 Fire Exit Routes:** Make all reasonable efforts to ensure that fire exit routes including the floor of the Room, the corridors and lobby are maintained (kept clear).

**14.8 Candles or Combustibles:** Not use or keep in the Residential Premises any device or apparatus for lighting or heating by the ignition of combustible materials such as wax candles (including decorative or imitation candles) incense, fireworks, smoking apparatus (including e-cigarettes or equivalent) and petroleum products.

**14.9 Going out onto the roof:** Not go onto any part of the roof, or any other raised external area of Norfolk or Suffolk Terrace or any other building, or allow access to any visitor or other person enabling them to do so.

**14.10 Window Safety Equipment:** Not interfere with or allow others to interfere with any safety equipment fitted to windows.

**14.11 Prevention of Risk of Falling Objects:** Keep clear windowsills, window ledges or similar.

**14.12 Changes to Mobility, Hearing and Vision:** Immediately notify the UEA Accommodation Office of any changes whether temporary or permanent to mobility, hearing or vision.

**14.13 Person Emergency Evacuation Plan:** Where applicable, ensure that they have arranged for a Personal Emergency Evacuation Plan (PEEP) in accordance with the information available on the University Safety Services (USS) website:  
<https://portal.uea.ac.uk/uss/peeps>

**14.14 Security of Residences:** Not, with the exception of vacating the residences under 14.4, leave any part of any UEA Residence including the Residential Premises unsecured. All UEA staff who enter residences in accordance with their duties have standing instructions to secure any area which they find unsecured and unoccupied.

**14.13 General Safety:** Exercise reasonable care for their personal safety and for the safety of others.

## Prohibited Items

### 15 The Licensee will not:

**15.1 Electrical Items:** Use in the Residential Premises any electrical appliance other than those appliances, for the personal use of the Licensee within the Room only, being: Bedside Lamp, Television, Digital Set Top Box, DVD or Blu-Ray player or recorder, Domestic Iron, Hair dryer, Hair straighteners, Personal hi-fi equipment, PC, Laptop Computer, Tablet, Mobile Phone, Charger, Printer, Shaver and such other appliances as may be specifically approved in writing by the Licensor and assistive technology for disabled Students.

**15.2 Electrical Items for use and Storage in the Kitchen only:** Use in the Residential Premises any electrical or cooking appliance other than those appliances, for the personal use of (and storage by) the Licensee within the kitchen only, being: Coffee Maker, Kettle, Slow Cooker, Rice Cooker, Sandwich toaster, Health Grill and such other appliances as may be specifically approved in writing by the Licensor and assistive technology for disabled Students.

**15.3 Electrical Item Safety:** Use or store in UEA residences any electrical items or appliances which are not CE compliant or CE marked.

**15.4 Amplified Sound Equipment:** Use or store in UEA residences any kind of sound amplification equipment including sound systems, public address (PA) systems, public broadcast equipment, amplifiers or similar.

**15.5 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.

**15.6 Bicycles:** Bring into or store in the Residential Premises or adjoining properties belonging to the Licensor or in any areas other than those duly authorised by the Licensor for such purposes, bicycles or motor vehicles of any kind including motor cycles and mopeds, or substantial component parts of them.

**15.7 Firearms and Weapons:** Bring, or allow to be brought, any firearms, knives, other weapons or replica firearms or weapons (including air guns, air pistols, paint-balling guns and BB or pellet guns) or any kind of ammunition or replica ammunition into the Residential Premises.

**15.8 Posters and Coverings:** Place on any door, ceiling, window or light fitting of the study bedrooms, any posters, paper, material (including curtains and blinds) or covering of any kind.

**15.9 Posters and Coverings on Bedroom Walls:** Place on any wall of the Room 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.

**15.10 Posters and Coverings within Kitchens/Communal Areas:** Place on any wall, door, ceiling, floor, window or light fitting of the kitchen or communal area, any posters, paper, material or covering of any kind.

**15.11 Soft Furnishings:** Bring into or store in the Residential Premises soft furnishings of any kind.

**15.12 Refrigerators and Freezers:** Bring into or store in the Residential Premises any refrigerators, freezers or fridge-freezers of any kind other than where permission has been granted in advance specifically to individual residents on medical grounds in accordance with paragraph 15.1.

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

**16.1 Removal of Prohibited Items:** Allow persons authorised by the Licensor to enter the Residential Premises at any reasonable time to remove anything there found as is prohibited in paragraph 15.

**16.2 Removal of items as requested by UEA staff:** Remove any specified items from the Residential Premises if requested to do so by University staff.

**16.3 Responsibility for the Behaviour of Guests:** Be responsible for the behaviour (and any consequences thereof) of any persons they have invited into, or given access to, the Residential Premises. Damage done or loss caused by such persons invited into or given access to the Residential Premises by the Licensee will deemed as permitted by the Licensee and Paragraph 12.5 will apply.

## **Prohibited Activities**

### **17. The Licensee will:**

**17.1 Alienation/Transfer of Benefits:** Not Transfer or part with possession of the whole or any part of the Residential Premises.

**17.2 Accommodating Visitors:** Not allow a visitor to occupy the Residential Premises except occasionally, with the permission of either the Senior Resident or the UEA Accommodation Office first obtained, up to and only for a maximum of three days/nights per term. The accommodating of visitors without permission or for more than three days/nights per term may also result in such visitors being deemed to be unauthorised under paragraph 17.3. Permission will not be given for more than one visitor at any time.

**17.2.1 Accommodating Visitors:** Not allow visitors under the age of 18 to occupy the residential premises overnight.

**17.2.2 Accommodating Visitors:** Not leave any visitors unaccompanied in the Residential Premises during their visit.

**17.2.3 Accommodating Visitors:** Comply with any restrictions that the UEA Accommodation Office impose on the Licensee having visitors to the Residential Premises.

**17.2.4 Accommodating Visitors:** Supply the name, address and telephone number of the prospective visitor or guest when seeking permission for them to stay in the Residential Premises and also if subsequently requested to do so by any member of UEA staff.

**17.3 Out of Hours Visitors:** Not allow unauthorised visitors on the premises between 23.00 and 08.00 hours.

**17.4 Inappropriate Use of Premises:** Not use or permit to be used the study bedroom other 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:** Not do or encourage to be done on the Residential Premises or on any adjoining premises belonging to the University anything which is unlawful or which may be or become a nuisance, annoyance or may cause offence to the running of the University or to the occupiers of other rooms or premises. In particular, excessive noise is to be avoided at all times.

**17.6 Threatening or Intimidating Behaviour:** Not behave in a threatening, intimidating or abusive manner to any other resident, member of staff or visitor to the University.

**17.7 Permitting Access to UEA Residences to Persons Not Permitted in UEA Residences:** Give or permit access to UEA Residences to any persons who the Licensee has been notified as being not permitted to enter all or specified UEA Residences. (Note: UEA reserves the right to ban former residents or non-residents from all or some of its buildings and to notify current residents of this ban).

**17.8 Permitting Access to Unknown Persons:** Give or permit access to persons whose identity they do not know.

**17.9 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 UEA Residences.

## Keys

**18.1 Return of Key:** The Licensee will return to the UEA Accommodation Office the key or keys to the Residential Premises at the end of each Licence period, failing which will reimburse the Licensor with the cost of replacing the lock and key(s) which is currently £70.00. Loaned keys or access cards must be returned by the due date to the UEA Accommodation Office. The UEA Accommodation Office reserves the right to charge fees equivalent to the daily rent of the room for the overdue return of the key(s) to the room for each day that the key is overdue and to apply late fees. The UEA Accommodation Office reserves the right to charge fees for the late return of any access card(s) or key loaned to the Licensee. All keys and access cards remain the property of the UEA Accommodation Office.

**18.2 Making Duplicate Keys:** The Licensee will not make permit or allow to be made duplicates of the key or keys to the Residential Premises.

**18.3 Giving or Lending Keys or Access Cards to the Residential Premises to any Third Party:** The Licensee will not give, lend or in any way allow their key(s) or access cards to the Residential Premises to be used by or assigned to any third party.

**18.4 Lost Keys:** The Licensee will notify the UEA Accommodation Office of lost keys within 24 hours. Temporary replacement keys will be loaned for a period of up to 7 days at no charge, to give the Licensee an opportunity to locate the key. If the key is not found by this time, the Licensee will retain the loaned key and a £20 replacement key charge will be raised. Repeated losses may result in a new lock having to be installed at a cost to the Licensee of £70. Should the Licensee find any key formerly lost or misplaced they should return it to the UEA Accommodation Office.

## **Insurance**

**19.** The Licensee acknowledges that the Licensor 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 Insurance Services Ltd.

**19.1** The Licensee is responsible for checking that the level of cover is adequate for their possessions and, if necessary, increasing the level of cover with Endsleigh Insurance Services Ltd directly.

## **Smoking**

**20.** The Licensee will not smoke, permit or allow guests to smoke (including e-cigarettes or any derivative thereof), in any area of the Residential Premises.

## **Environment and Carbon Reduction**

**21.** The Licensee will make all reasonable efforts to reduce their environmental impact including ensuring that electricity and water is not used unnecessarily within the residential premises.

## **Enforcing the Terms and Conditions of the Licence to Occupy**

Ultimately breaching the Terms and Conditions of the Licence can result in eviction from residences but where appropriate we may also or additionally refer Licensees to the Student Disciplinary Officer (or where the law has been broken to the Police) or move students to other residences (as per Clause 8).

For example, in recent years malicious activations of the fire alarm system have resulted in eviction from residences as well as substantial fines from the Student Disciplinary Officer.

Repeated low level nuisance and antisocial behaviour has resulted in students being moved to other residences.

Antisocial behaviour by one of your fellow residents should be reported to your Senior Resident.

**Latest Update 08/09/2017.**