

LICENCE TO OCCUPY UNIVERSITY ACCOMMODATION

THIS LICENCE AGREEMENT is made by and between the University of Durham, whose registered address is the Palatine Centre, Stockton Road, Durham, DH1 3LE ("the University") and "you" the individual(s) whose details are set out on the **Particulars of Offer** on the date that you notify online your acceptance of your offer of accommodation. For the purposes of this Agreement, your "Accommodation" shall in the case of individual student Accommodation mean and shall include the room within your College or any space allocated to you in any third party owned accommodation designated by the University to form part of the College from time to time, which you have been allocated as a bedroom and study space, or, in the event the Accommodation you have been allocated is Family Accommodation, shall mean the bedrooms and living space within the College you have been allocated (your "Room"), along with all areas of the College to which students of the University are permitted access, including all social spaces and where membership permits, the Junior Common Room (JCR), the Middle Common Room (MCR) or the Graduate Common Room (GCR) of your College ("Common Areas").

Where this Licence Agreement relates to Family Accommodation which is to be occupied by more than one adult occupant as detailed on the Particulars of Offer, and this Licence Agreement is accepted by more than one individual, you hereby understand and agree that each acceptor of the Licence Agreement relating to the aforementioned Accommodation, shall each be held jointly and severally responsible and liable by the University for all obligations, undertakings and responsibilities under this Agreement.

1. ELIGIBILITY TO OCCUPY UNIVERSITY ACCOMMODATION

- 1.1. SUBJECT TO THE PROVISIONS OF CLAUSE 1.3 BELOW, YOU ACKNOWLEDGE THAT IN ORDER TO BE ELIGIBLE TO RESIDE IN AND TO BE PERMITTED TO REMAIN IN RESIDENCE IN UNIVERSITY ACCOMMODATION YOU MUST AT ALL TIMES BE, AND REMAIN AT ALL TIMES DURING THE PERIOD OF YOUR OCCUPANCY, A **FULLY REGISTERED STUDENT OF THE UNIVERSITY**. IN THE EVENT THAT AT ANY POINT DURING YOUR PERIOD OF OCCUPANCY YOU CEASE TO BE A REGISTERED STUDENT OF THE UNIVERSITY, THE UNIVERSITY SHALL BE ENTITLED TO TERMINATE YOUR LICENCE AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 10.7.
- 1.2. FOLLOWING ACCEPTANCE OF YOUR OFFER OF ACCOMMODATION, IN ORDER FOR YOUR LICENCE AGREEMENT TO REMAIN EFFECTIVE, WITHIN THIRTY (30) DAYS OF COMMENCEMENT OF YOUR PERIOD OF OCCUPANCY, YOU MUST HAVE **BOTH** COMPLETED FULL REGISTRATION AS A STUDENT OF THE UNIVERSITY **AND** TAKEN UP RESIDENCE IN THE ACCOMMODATION BY COLLECTING YOUR KEY. IN THE EVENT THAT ON EXPIRY OF A THIRTY (30) DAY PERIOD FROM COMMENCEMENT OF YOUR PERIOD OF OCCUPANCY, YOU HAVE NOT **BOTH** COMPLETED FULL REGISTRATION AS A STUDENT OF THE UNIVERSITY **AND** TAKEN UP RESIDENCE IN THE ACCOMMODATION BY COLLECTION YOUR KEY, YOU SHALL BE DEEMED BY THE UNIVERSITY TO HAVE FORFEITED YOUR RIGHT TO TAKE UP RESIDENCE IN UNIVERSITY ACCOMMODATION AND THE UNIVERSITY RESERVES THE RIGHT TO TERMINATE YOUR LICENCE WITH IMMEDIATE EFFECT.
- 1.3. Where your Accommodation is designated as Family Accommodation, by nature the University acknowledges that only one (1) or more occupants shall be eligible to register as student(s) of the University. In order for any and all occupants of such Accommodation to be eligible to reside in and to be permitted to remain in residence in University

Accommodation, those eligible to register as students of the University upon acceptance of your Offer, must at all times be, and remain at all times during your Period of Occupancy, fully registered students of the University. From acceptance of your Offer of Accommodation, in order for your Licence Agreement to remain effective, within thirty (30) days of commencement of your Period of Occupancy, those eligible to do so must have **both** completed full registration as a student of the University **and** taken up residence in the Accommodation, by collecting your key. In the event that on expiry of a thirty (30) day period from commencement of your Period of Occupancy, those eligible to do so have not **both** completed full registration as a student of the University **and** taken up residence in the Accommodation by collecting your key, you shall be deemed by the University to have forfeited your right to take up residence in University Accommodation and the University reserves the right to terminate your Licence with immediate effect. In the event that your Licence Agreement is terminated in accordance with this Clause 1.3 of this Licence Agreement, neither you nor your Family Members shall be permitted to take up residence in University Accommodation.

2. LIABILITY FOR PAYMENT OF THE LICENCE FEE ON EARLY TERMINATION OF THIS AGREEMENT

2.1. IN SIGNING THIS AGREEMENT, YOU LEGALLY UNDERTAKE AND ARE BOUND TO PAY THE FULL LICENCE FEE DUE TO THE UNIVERSITY IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 4 HEREIN.

2.2. You understand and agree that in the event that:

2.2.1. you choose to terminate this Agreement at any point and for any reason prior to expiry of the Period of Occupancy as detailed in the Particulars of Offer; or

2.2.2. the University terminates this Agreement as a result of any breach of the terms of this Agreement in accordance with the terms set out herein;

the University shall incur a financial loss as a result of such early termination of this Agreement. Therefore, ON TERMINATION OF THIS AGREEMENT, IN ADDITION TO ANY PORTION OF THE LICENCE FEE ALREADY PAID BY YOU AND/OR THAT IS OWED BY YOU TO THE UNIVERSITY FOR ANY PERIOD YOU HAVE BEEN RESIDENT IN THE ACCOMMODATION PRIOR TO TERMINATION OF THIS AGREEMENT AND WHICH IS OUTSTANDING AT THE DATE OF TERMINATION, **YOU HEREBY UNDERTAKE TO PAY TO THE UNIVERSITY THE EARLY TERMINATION FEE AS SET OUT IN THE REMAINDER OF THIS CLAUSE 2.**

2.3. The Early Termination Fee is calculated to be the lesser sum of either:

2.3.1. the remaining balance of the Licence Fee payable under the provisions of Clause 3 outstanding to cover the Period of Occupancy remaining unspent as of the date of termination; or

2.3.2. a sum equal to forty percent (40%) of the total Licence Fee payable by you under the provisions of Clause 3 herein. This sum is calculated by the University as being the reasonable sum necessary to compensate the University for any losses incurred by the University as a consequence of such early termination.

2.4. On early termination of this Agreement, the University shall issue to you a revised invoice, which shall detail all charges payable in respect of this Agreement, including:

2.4.1. All charges payable in respect of the Licence Fee for the period over which you have been resident in the Accommodation, up to and including the date of termination of this Agreement and which remains outstanding on the date of

termination. This charge will be calculated on a pro-rata basis, for each day you have occupied the Accommodation; and

2.4.2. The Early Termination Charge payable as set out in Clause 2.3 above.

Such invoice shall be payable by you within thirty (30) days of the date of the invoice.

3. LICENCE

- 3.1. In accepting your offer of Accommodation at the University via your acceptance of the Particulars of Offer a copy of which is attached hereto, you hereby agree to be legally bound by the terms of this Licence Agreement. In addition, you undertake that you will comply with any further regulations or terms of which you are notified by the University from time to time which may be put in place by the University for any reason, but in particular those required as a result of any change in the law, or those which are in the reasonable opinion of the University, necessary in the interests of health and safety, security or good estate management. All such supplementary regulations and terms shall be deemed to be incorporated into and to form part of this Licence Agreement at the point at which you are notified of the existence of such terms and/or regulations by the University in writing. Such notification shall be considered to include notification via the displaying of any notice or signage by the University detailing such supplemental terms or regulations, in any shared or Common Area of the Accommodation or Room.
- 3.2. In consideration of payment of the Licence Fee as set out in the Particulars of Offer, in accordance with the provisions of Clause 3 herein, subject to the provisions of this Agreement, the University hereby grants to you a non-exclusive licence to occupy a Room within the College as a bedroom and study space for the Period of Occupancy as is defined in the Particulars of Offer attached hereto, including the right, (in common with other licensees with rights to occupy or use the Accommodation), to use all furniture, equipment and other property located in the Room, and any included in any Common Area of the Accommodation during that time.
- 3.3. Where a Catering Option has been selected via your Particulars of Offer, this shall be provided to you by the University at the times and venues of which you are notified by the College, subject to availability.
- 3.4. This Licence Agreement does not grant you any right of exclusive possession or occupation of any particular Room or space in the College at any time. The University at all times reserves the right to require you to move to another room at any time and to any location, and for any reason. In the event that the Room you occupy is a twin room with an unoccupied bed space therein, you may be asked to move into another twin room, sharing with another occupier, in order to utilise bed spaces economically.
- 3.5. Where you are required to move to an alternative room in accordance with the provisions of clause 3.4 above, the University shall endeavour to give you as much notice as is reasonably practicable, however, the University shall be under no obligation to provide you with any specific period of notice prior to requiring you to move, and in particular, where the University determines that any move is necessary in the interests of the health and safety of either yourself or any other individual on University premises, such move may be required to be made with immediate effect.
- 3.6. Under no circumstances shall you be permitted or have any right to sublet or grant any kind of sublicense to any third party to use or occupy your Room or any other part of the Accommodation or other University property, in any way or for any reason, particularly taking in any lodger or guest, paying or otherwise. Nor shall you be permitted to allow any other person or persons to stay in your Room or any other part of the Accommodation, or to leave their belongings in your Room or any other part of the Accommodation whether or not you are present, including sharing your Room with any other individual who is not

explicitly licenced to do so by the University. This Agreement may not be assigned to any third party for any reason.

- 3.7. Under no circumstances shall you be permitted or will be granted any licence of any kind to instigate or conduct any formal or registered trade, business, profession or any other commercial activity within your Room or any part of the Accommodation, or use or register any University address for such a purpose.
- 3.8. You hereby undertake to ensure that in the event that you receive any formal or legal notice, order or other similar document delivered to the Accommodation by any third party which may relate to, or might affect, the University, the Accommodation, the boundaries to the Property or properties of the University, and/or any member of staff or student of the University you shall deliver the original copy of such notice or document to the University as soon as is reasonably practicable after receipt (and in any event within a maximum of five (5) days).

4. ADVANCE PAYMENT AND LICENCE FEE

- 4.1. In consideration of the Licence granted to you hereunder, you hereby undertake to pay the Licence Fee as detailed in your Particulars of Offer. In order to accept your offer of Accommodation at the University, you are required to pay a portion of your Licence Fee in advance, a payment in the amount of **TWO HUNDRED GBP (£200)** ("Advance Licence Fee"). You acknowledge and agree that your payment of the Advance Licence Fee is non-refundable. The period of occupation for which the Advance Licence Fee covers shall be calculated on a pro-rata basis, against the total Licence Fee payable.
- 4.2. You shall be invoiced for the remainder of your Licence Fee on taking up residence in the Accommodation but shall be permitted to pay the Licence Fee in three (3) equal termly instalments, (less the Advance Licence Fee in respect of the first instalment). Each instalment shall be due in advance of the official commencement date of each term, or at the very latest thirty (30) days into the Michaelmas Term and fourteen (14) days into the Epiphany and Easter Terms, the dates of which you shall be published by the University on an annual basis (each a "University Academic Term").
- 4.3. Any failure to pay any instalment of the Licence Fee by the date due in accordance with the provisions of clauses 4.1 and 4.2 above, will be considered to be a direct breach of the terms of this Agreement and the University shall reserve the right to terminate this Agreement in accordance with the provisions of clauses 9 and 10 herein.
- 4.4. You hereby acknowledge that payment of the Licence Fee is an absolute requirement of this Agreement and under no circumstance shall you have any right to make any unilateral offset, set-off, deduction or counterclaim, in respect of the Licence Fee or any portion thereof, however arising. In the event that at any point during your Period of Occupancy you may consider yourself entitled to any repayment or refund of any portion of the Licence Fee as a consequence of any perceived failing on the part of the University to allow you to occupy University Accommodation in accordance with the terms of this Agreement or in connection with any other matter relating to your relationship with, or study at the University, this should be raised formally with the University through the processes prescribed by clause 12 to this Agreement.

5. MOVE IN AND INVENTORY

- 5.1. Upon entering your Room for the first time, you will find details of a QR code which you should promptly and within twenty four (24) hours of your arrival, scan in order to be taken to an online form through which you can complete an inventory of the contents and condition of your Room upon taking up residence (your "Inventory"). Once complete, your Inventory shall be retained by the University throughout your Period of Occupancy and

shall be referred to by the University where losses, damages or cleanliness issues are observed during the Regular Inspections undertaken under the provisions of Clause 6.3, and upon Final Inspection following you vacating the Room for the final time in accordance with Clause 11.4, in order for the University to determine your liability for the same.

- 5.2. Where you provide evidence of damage or items are reported missing via your initial Inventory, the University shall review the same and shall retain this evidence in your Inventory to ensure no charges are made for pre-existing damages, at a later stage or upon Final Inspection. In the event these items are repaired or replaced by the University at any point during your Period of Occupancy, a revised Inventory shall be recorded and a copy shared with you. However, the University shall at its absolute discretion, determine the necessity of any repairs or replacements, and shall only repair or replace items in your Room or elsewhere in the accommodation, where the University determines it necessary in order for you to make reasonable use of your Room.
- 5.3. You are not required to complete your Inventory, however, you expressly acknowledge and agree that should you fail to do so within twenty four (24) hours of taking up residence, your Inventory shall be considered at that point to be accepted by you, with all items listed therein acknowledged to be present and in good working condition, and with no damage to be noted present elsewhere in your Room. No inventory reports shall be accepted at any point following expiry of the twenty four (24) hour period following your arrival.

6. ACCESS

- 6.1. You hereby agree to grant immediate access (whether or not you are present) to any part of your Room or the Accommodation to the University's authorised employees, agents and representatives and all statutory law enforcement agencies and emergency services for any lawful and reasonable purpose including, but not limited to purposes of inspection, maintenance, repair, or security.
- 6.2. You agree to allow access to the University's authorised employees, agents and representatives at all reasonable times without notice for the purposes of cleaning. The University at all times has the right to carry out or to commission any maintenance, alterations or building works anywhere in the Accommodation or on adjoining or neighbouring property and the University shall under no circumstances be liable for any disturbance or inconvenience which may be caused to you by any such works. The University will attempt to minimise inconvenience and wherever possible.
- 6.3. You acknowledge that the University shall require access, without notice at any time and on a regular basis for the purposes of inspection of the condition and cleanliness of your Room ("Regular Inspections"). Regular inspections shall occur approximately every two (2) weeks over your Period of Occupancy, and at any other time the University, acting reasonably, considers necessary.

7. USE, MAINTENANCE AND CLEANLINESS OF THE ACCOMMODATION

- 7.1. For the Period of Occupancy under this Agreement, you hereby undertake as follows:
 - 7.1.1. To keep your Room, including where provided ensuite facilities, carpets and any items and furniture provided in your Room on commencement of the Period of Occupancy, in a reasonable state of cleanliness and tidiness, and maintain them in no worse state of repair than on commencement of this Agreement (fair wear and tear excepted), and so as to allow (where it is reasonably necessary) full and free access to your Room and any shared spaces in the Accommodation to staff and other students of the University.

- 7.1.2. In conjunction with other resident students, to keep any shared spaces in the Accommodation and any other buildings or property which you are entitled to use in common with others reasonably clean and tidy and not to allow the accumulation of rubbish;
- 7.1.3. Not to alter or damage your Room, any part of the Accommodation or any of the items and furniture provided in your Room or located in any of the Common Areas on commencement of the Period of Occupancy and to give up your Room and any of the items and furniture provided in your Room on commencement of the Period of Occupancy, at the end of your Period of Occupation in no worse state of repair than at the start of the Agreement (fair wear and tear excepted); and to meet the cost, reasonably incurred, by the University as a result of it having to make good any damage or loss to your Room or its furniture, fixtures and fittings caused by you;
- 7.1.4. To ensure that your mattress remains on the bed-base at all times, covered with mattress covers, and that curtains are left in position and not replaced by your own curtains;
- 7.1.5. Not to use socket adapters; although gang sockets are permitted provided that they are fitted with a 5-amp fuse;
- 7.1.6. Not to keep any additional fittings or fixtures, or articles of furniture in your Room, or hang posters, decorations or other items in any Common Area of the Accommodation (including landings, stairwells and corridors) without the written consent of the University;
- 7.1.7. Not to bring in or keep any animal, livestock or pets in any Room or any of the Common Areas;
- 7.1.8. Not to use, produce, store, distribute or grow any illegal substance (including illegal drugs) or any substance that is or could reasonably be considered by the University to be or to constitute any New or Novel Psychoactive Substance as defined by the EMCDDA, within your Room or anywhere else in the Accommodation or any other property of the University. For the avoidance of doubt, this shall include the recreational use and/or storage for the purposes of recreational use of nitrous oxide;
- 7.1.9. Not to use University postal systems and services for any unlawful purpose, including, but not limited to for the procurement of any unlawful medications or illegal substances. You shall not while on University property, accept any delivery or post addressed to any third party, or on behalf of any third party and you shall not open, remove or tamper with any post or other delivery addressed to any third party. In the event that the University has any cause for concern regarding any item delivered to University property, but addressed to you, including any reasonable grounds to believe any postal item may contain any dangerous or illegal items, the University reserves the right to report such concerns to the relevant authority and to hand such item to the police where requested;
- 7.1.10. To check the contents and furniture provided in your Room on commencement of the Period of Occupancy, and regularly thereafter and report any shortages, losses or damage identified to the College Office as soon as is reasonably practicable to do so;
- 7.1.11. To ensure that any electrical or other equipment which you bring into any part of the Accommodation complies with all safety requirements stipulated by the University. In the event that any such equipment is found not to be in compliance with such safety requirements, such items may be removed from

your Room by the College at any time and will only be returned to you on the condition that you undertake to remove it from University property immediately, and not to use it again on University property;

- 7.1.12. Not to do or allow to be done in your Room, in any other area of the Accommodation or, in property owned or managed by the University any act or thing which is, may or is likely to invalidate the University's insurance, or be a nuisance or cause any damage to the Accommodation or any other property of the University or annoyance to staff, students or other residents of the University, or to any occupiers of neighbouring property;
- 7.1.13. To use reasonable efforts not to allow any sound from within your room (either music or other sounds) to disturb other residents, staff and students;
- 7.1.14. Not to share, loan, part with, or exchange any keys, fobs or access codes allowing access to the Accommodation, your Room or any property in which your Room is situated;
- 7.1.15. To close and where appropriate lock all external doors & windows on entering or leaving property owned or managed by the University, and not to prop open any doors which can be used by the public, or that are clearly marked as fire doors;
- 7.1.16. To return all Room keys back to the College as directed at the end of the Period of Occupancy, except where the College has agreed to you occupying the Room for any Supplemental Period of Occupation;
- 7.1.17. Not to smoke in your Room or in any other indoor College location, or within the designated published distance to the exterior of any College property. For the purposes of this clause 7.1.17 and for the avoidance of doubt, to "smoke" shall mean being in possession of any lit tobacco or of any other lit substance in such a form from which the smoke could be purposefully inhaled and/or exhaled, and further any other product including but not limited to electronic cigarettes, which produce any kind of vapour or other inhalant for the purposes of personal recreational use;
- 7.1.18. To ensure at all times while residing in the Accommodation that you are polite and respectful when interacting with University staff and fellow students, and behave courteously with due regard for others using common spaces of the Accommodation, and where occupying shared bedroom space, fellow students occupying bedroom space in common with yourself;
- 7.1.19. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs;
- 7.1.20. Not to tamper with fire alarms, fire detectors and fire safety equipment. If you set off a fire alarm without good cause you commit a serious disciplinary offence, and you may have to pay a fine and any costs reasonably incurred by the College and the Emergency Services. Misuse or disablement of the fire alarms and fire safety equipment is a major disciplinary offence under the University's General Regulations that may lead to disciplinary proceedings and may also constitute an offence under Section 8 of the Health and Safety at Work Act 1974, which the University is obliged to investigate/report and which may result in subsequent prosecution;
- 7.1.21. At no time to make any recording of any kind of others in or around University Accommodation without their knowledge and consent. The University acknowledges that students will on occasion seek to make personal video or audio recordings using handheld mobile devices while in Rooms within

University Accommodation. Where you choose to do so, all such recordings shall be made considerately, and at all times respecting the privacy of others in and around University Accommodation, particularly where the Room you occupy is a twin room you share with another occupant.

You understand and agree that no covert recording is permitted in any Room under any circumstances and no CCTV or other remotely controlled and/or monitored, motion or otherwise activated recording equipment is permitted to be installed in or outside any Room, nor any type of sensor, monitored doorbell or other monitoring equipment;

- 7.1.22. Not without the written consent of the University to keep or use in your Room any supplementary heater of any kind;
 - 7.1.23. Not to use or keep in your Room, the Accommodation or anywhere else on University Property any inflammable, incandescent or explosive items or substances, e.g. fireworks, candles, joss sticks, incense or car batteries;
 - 7.1.24. Not to bring in or keep in your Room, the Accommodation or any other University premises, firearms (including replicas), airguns or any kind of dangerous and/or illegal weapon, or any other item or substance likely to pose a threat or risk to other occupants or members of University staff. In the event that any firearms (including replicas), airguns or any kind of dangerous and/or illegal weapon, or any other item or substance likely to pose a threat or risk to other occupants or members of University staff are found by the University in your room, these shall automatically be subject to immediate confiscation in accordance with Clause 7.3;
 - 7.1.25. Not to display material that may be considered obscene or offensive in any shared space in the Accommodation or other Common Area;
 - 7.1.26. Not within any University property to conduct door to door campaigning, political canvassing, leafleting, collections or evangelising without having first sought and obtained the express written permission of the University; and
 - 7.1.27. The University is committed to reducing their environmental impact by making the most effective and efficient use of all resources. This commitment is reflected in the College Eco-code as well as in a series of University policies available on the University's Greenspace Website: <http://www.dur.ac.uk/greenspace>. The University encourages all students to develop an environmentally sound approach to their lifestyle and time occupying the Room and we would expect you to use reasonable efforts to comply with these initiatives. Full copies of all relevant policies can be provided to you on request.
- 7.2. You understand and agree that at each Regular Inspection undertaken in accordance with Clause 6.3, in the event that any damage is discovered in your Room or your Room is found to be in an unacceptable state of cleanliness you shall be given written notice of the same. Where:
- 7.2.1. Damages are found to fixtures or fittings, or items listed in your Inventory are found to be missing or damaged, you agree to and will be required by the University to reimburse the University for any and all costs incurred in repair or replacement of the same, fair wear and tear excepted. You acknowledge that the University shall determine at its absolute discretion whether any damage shall be repaired or any damaged item replaced and at what point in time, the same shall occur. The University undertakes only to promptly repair any damage or to replace any damaged item listed on your Inventory where the University determines it necessary in order for you to make reasonable use of

your Room. Where the University determines any damage shall not be repaired during your Period of Occupancy due to it having been determined by the University to be unnecessary in order for you to make reasonable use of your Room, no update shall be made to your Inventory but such damage shall be recorded by the University and you shall be charged for repair or replacement following your Final Inspection of your Room following your vacating your Room for the final time in accordance with Clause 11.4; and/or

- 7.2.2. Your Room is determined by the University to be in an unacceptable state of cleanliness, you will be given Informal Notice requiring you to clean your Room as instructed, including the removal of any accumulated rubbish, within any period specified in your notice. Your Room will be reinspected upon expiry of the period for rectification stated in the Notice. In the event that upon reinspection, your Room has not been returned to an appropriate standard, the matter will be escalated to College Officers to provide you with Formal Notice of the requirement for immediate rectification of any cleanliness issues of which you are notified. In the event that following Formal Notice from College Officers, you fail to return your Room to an appropriate standard within any timeframe specified, the University shall arrange for the Room to be professionally cleaned, and you understand and agree that you shall be charged by the University for any and all costs incurred in doing so, and you undertake to reimburse the University for all such costs upon demand.

You understand and agree that persistent failures to maintain your Room in a good state of repair and cleanliness shall not be accepted by the University. In addition to the University's rights to charge you for any costs incurred in repairs or cleaning to your Room as a result of any failure to do so, the University shall retain the absolute right to take action against you for breach of this Agreement in accordance with the provisions of Clauses 9, 10 and 11 herein.

- 7.3. You understand and agree that in the event that during any Regular Inspection or other access to your Room, the University observes any item, situation or circumstance in your Room which is occurring or existing in breach of this Agreement, or with which the University has reasonable cause for concern, but which poses no immediate risk to the health and/or safety of any other individual, you shall be given written notice of the same and shall be required to remove the item or rectify the situation immediately. In the event that you fail to do so, the University shall have the right to remove that item from your Room or to otherwise remedy or resolve such situation or circumstance. Where it is safe, lawful and reasonably practicable for the University to do so, such item shall be stored by the University for your collection and removal from University property within the timeframe of which you shall be notified. In the event that such item is unable to be stored for legal or health and safety reasons, the University reserves the absolute right to dispose of the same, without any liability to you for the value of any such item. **In the event that during any Regular Inspection or other access to your Room, the University observes any item, situation or circumstance which in the University's reasonable opinion has the potential to be unlawful or to pose any immediate health and safety risk to you or any third party, the University acting reasonably, reserves the right, without notice to you, to intervene in any way the University considers necessary in order to ensure such item, situation or circumstance is made safe, including, but not limited to the removal or destruction of any personal property which the University consider to pose any immediate or imminent danger to others. Where any item, situation or circumstance is observed in your Room which the University has reasonable cause to believe to be unlawful, the University reserves the right to temporarily restrict access to you Room while such situation is reviewed by the Police.**
- 7.4. You understand and agree that the University at all times reserves the right to refuse entry or access to any part of University property including the Accommodation and your Room to any individual, at any time, whether or not they are your invited guest, and may at any

time require any individual already accessing or on University property (including any individual in the Accommodation or your Room) to leave. In the event that you wish to invite any guest to visit you in the Accommodation, you hereby undertake to do the following:

- 7.4.1. Not to allow any guest to stay overnight in your Room without first informing the College Office, giving the name of the guest and the length of their intended stay. The College Officers at all times reserve the right to refuse such a request and where such a request is approved, to charge you a fixed sum per night for each guest who stays for more than three (3) consecutive nights (details of applicable charges may be obtained from the College Office on request). For the avoidance of doubt and for the purposes of this Clause 7.4.1, "overnight" shall be defined at the discretion of the University acting reasonably, but can be considered to constitute any period between the hours of 12 midnight and 8am; and
 - 7.4.2. Where at any time you invite a guest onto University property, you accept in full, personal responsibility and liability for the behaviour of any and all such guests and for ensuring that you and your guests at all times comply with the terms of this Agreement and the University Regulations.
- 7.5. In the event that any damage to any University property is caused by an individual reasonably considered by the University to constitute your invited guest you shall meet the reasonable cost, reasonably incurred, by the University as a result of it having to make good any damage or loss to your Room or its furniture, fixtures and fittings by your guests.

8. FAMILY ACCOMMODATION AND CHILDREN

- 8.1. Where the accommodation you have been allocated is Family Accommodation, and thus you shall occupy such accommodation in common with your minor children or any minor children for which you are legally responsible, you acknowledge and agree the importance of ensuring that at all times such minor children are safe and kept adequately supervised while in such accommodation, including when in any common parts such as corridors or play areas. You undertake to ensure adequate supervision of your children at all times, which means that an adult is present within the same space as your children and can respond immediately to a child's needs, including when a child is distressed or is finds themselves in any hazardous situation. You shall ensure children are not left alone in private areas of the accommodation without provision of a responsible person stay with them, taking measures and action to prevent any harmful situation arising.
- 8.2. You further understand and agree that you are at all times responsible for the behaviour of your children and for ensuring children residing in University accommodation are courteous and respectful of neighbouring residents, and do not unreasonably disrupt the peaceful enjoyment of their accommodation and common parts thereof through excessive noise or other antisocial behaviour. You are solely responsible for any damage caused to University premises by your children.
- 8.3. In the event that any member of the University community has any concerns regarding any improperly or inadequately supervised children on University premises, or has any other concerns regarding the wellbeing of any minor child on University premises, these shall be handled in accordance with the Durham University Safeguarding Children Policy and such instances may be reported to relevant authorities where appropriate. The University takes any such instances very seriously. In the event that you are found by the University to have seriously or persistently failed to keep your children adequately supervised on University premises, this may be considered by the University to be a material breach of your Licence and thus the University may consider termination of the same under the provisions of Clause 9 herein.

- 8.4. The University acknowledges that in limited circumstances, it may be appropriate to allow older, appropriately emotionally mature minor children to spend short periods of time in Family Accommodation alone when strictly necessary. Any decisions to do should be made in reference to **The law on leaving your child on their own - GOV.UK**. Under no circumstances should any child under the age of fourteen (14) be left alone in Family Accommodation for any period, and no child aged under sixteen (16) shall be left alone in University accommodation overnight. In the event that the University has any concern regarding unsupervised children over the age of fourteen (14), the University reserves the right to require you to supervise all minors under the age of eighteen (18) at all times when on University premises.

9. BREACH OF THIS AGREEMENT

- 9.1. In the event that you, or any of your invited guests, are deemed by the University to be in breach any of the conditions of this Agreement, the University reserves the right to take any action the University deems appropriate, including termination of this Agreement in accordance with the provisions of Clauses 9 and 10 below. However, the University may also:
- 9.1.1. consider the matter as an offence under the University's General Regulation IV Discipline; or
 - 9.1.2. where the University considers the breach as amounting to a criminal offence, immediately refer the matter to appropriate law enforcement and notify the University Secretary under the Terms of the University's Code of Practice on Notification of Misconduct to the Police and Internal Action;
- 9.2. In addition to any of the sanctions under the University's General Regulation IV Discipline, and in addition to those provided under Clause 7.2, if misconduct on your part or the part of any of your guests results in damage to the University's property or if the University suffers any other loss as a consequence of such breach, you will be issued with a demand for the reasonable cost of repairing the damage caused by your breach and, as appropriate, with a demand to make good other losses. You undertake to pay any such charges within fourteen (14) days of notification that such sums are due and owing. In the event that you fail to pay such sums on expiry of this fourteen (14) day period, the University will consider the breach as constituting an offence under the University's General Regulation IV Discipline and may result in further disciplinary action.

10. SUSPENSION, EXCLUSION AND TERMINATION OF THIS AGREEMENT

- 10.1. Without prejudice to the University's right to terminate this Agreement: where in the reasonable opinion of the University, you are deemed to present a significant risk to the health and/or safety of the community (including other students, other residents, staff, or other authorised users of any University premises) for any reason whatsoever, the University may suspend this Agreement and thus your right to occupy your Room shall cease, whereupon you will be required to immediately vacate your Room.
- 10.2. Where this Agreement is suspended in accordance with the provisions of Clause 10.1, with the exception of where such suspension is deemed by the University to be on the grounds of infectious disease, any suspension will be made in accordance with the procedures set out in the University's General Regulation VI, Suspension.
- 10.3. Such suspension shall continue for as long as the University reasonably determines it to be necessary and in accordance with the University's General Regulation VI Suspension.
- 10.4. For the duration of any period of suspension of this Agreement as detailed in this Clause 10, the University shall be under no obligation to provide you with any alternative accommodation.

- 10.5. Your obligations under the provisions of Clause 4 to pay the Licence Fee shall at all times continue over any period of suspension.
- 10.6. Without prejudice to the University's rights under the provisions of Clause 10.7 below, in the event that you are found guilty of any offence under the University's General Regulation Discipline IV, the University retains the right to terminate this Agreement at any time and without notice.
- 10.7. This Agreement shall be terminated with immediate effect, with written notice from the University under any of the following circumstances:
- 10.7.1. You are deemed by the University to have materially, seriously, substantially or persistently breached the conditions of this Agreement in any way by, including but not limited to engaging in behaviour constituting a serious nuisance or annoyance to the community (including other students, other residents, staff, or other authorised users of University premises), or of neighbouring property;
 - 10.7.2. You cease to be a registered full-time student of the University, you agree a deferment of studies or to a concession, are expelled, excluded or withdrawn from the University in accordance with the University's General Regulations;
 - 10.7.3. Any sums due under this Agreement remain outstanding twenty (20) Working Days after being demanded from you by the University.
- 10.8. In the event the University terminates this Agreement for any reason or in the event of any other dispute connected with this Agreement you shall have a right to appeal under the Disputes Procedure outlined in clause 12 below;
- 10.9. Termination of this Agreement for any reason shall be without prejudice to any rights or obligations accrued by you or the University under the provisions of this Agreement prior to the date of said termination.

11. BREAK

- 11.1. Upon termination of this Agreement for any reason, in accordance with the terms of this Agreement, you undertake to immediately vacate your Room, removing all personal belongings from your Room and leaving your Room and all the items and furniture provided in your Room on commencement of the Period of Occupancy in a reasonable state of cleanliness, tidiness and repair (except for fair wear and tear). All rubbish should be removed from your Room and disposed of responsibly.
- 11.2. You must take all personal belongings with you. In the event that there are items you do not wish to take with you, you should refer to the University's Greenspace, pages [Green Move Out 2024 \(sharepoint.com\)](#) to find out how unwanted items can be recycled or otherwise disposed of. While the University shall, where it is reasonably able to do so, retain any small items, for your collection which are determined at the reasonable discretion of the University to be of high value, and suspected by the University to have been left in error. In the event that any belongings or items are left either in your Room or any other property of the University following termination of this Agreement, the University shall be entitled to deem them to be abandoned and shall dispose of them in accordance with the University's published lost and found property policy. The University shall endeavour wherever possible to provide you notice of abandoned items, however, you acknowledge that the University does not have storage facilities to retain any volume of belongings and thus you hereby consent to any items remaining in your Room following your departure to be disposed of without further notice. You expressly acknowledge and agree that any and all rights which may arise under the Torts (Interference with Goods)

Act 1977 in respect of any items remaining on University premises after termination of this Agreement are waived in full. Where any volume of items are left on University premises following your departure, or any hazardous items remain, you understand and agree you may be charged by the University for their disposal.

- 11.3. Upon leaving your Room for the final time, you are encouraged to take photographs recording its condition and any damages. There may be a period of delay between you vacating the Room and the University inspection against your Inventory in accordance with Clause 11.4. In the event any dispute arises regarding the existence or severity of any losses or damages found by the University upon final inspection of your Room, such photographs may aid in resolution. You are required to lock your Room when leaving. In the event that you fail to do so, and loss or damage incurs thereafter, you shall be solely liable for the same.
- 11.4. Following you vacating your Room for the final time, and returning the keys to your College Reception, the University shall, within a reasonable period of time, undertake a final inspection of the condition and cleanliness of your Room and its contents against your Inventory (your "Final Inspection"). Following your Final Inspection, any losses or damages not already recorded in your inventory shall be reported to you by written notice, including those already previously recorded earlier in your Period of Occupancy, in accordance with Clause 7.2.1. With this notice, you shall be issued with an invoice for the full repair or replacement value of those items, and you undertake to pay such invoice promptly in accordance with the payment instructions included therein.
- 11.5. Where the University terminates this Agreement for breach of the Terms of this Agreement, including for non-payment of the Licence Fee. The University or any person or persons duly authorised by the University on its behalf, shall have the absolute right to re-enter your Room on the provision by the University of four (4) weeks written notice. On re-entry by the University, any and all right to occupy your Room shall absolutely determine.
- 11.6. In the event that you should fail to vacate your Room following instructions from the University to do so, the University shall initiate any necessary legal proceedings or take legal action and obtain a court order. The University will seek to recover all costs incurred as a consequence of having to take any such action from you.

12. **DISPUTES**

- 12.1. In the event a dispute arises between the University and you concerning the terms or interpretation of this Agreement you should in the first instance endeavour to discuss any such issue with the College with a view to attempt to settle matters with the University wherever possible on an informal basis.
- 12.2. In the event that any dispute arises concerning any decision on the part of the University under any of the University's General Regulations, including (iv) Discipline, (v) Academic Progress, (vi) Suspension, (vii) Academic Appeals or the Notification of Academic or Personal Details for Admission, Matriculation and Registration Purposes which has resulted in your exclusion your Room, whether on a temporary or permanent basis, you shall follow the Appeals Procedure in accordance with the University's General Regulations.
- 12.3. Where any dispute concerning the terms or interpretation of this Agreement arises which cannot be settled informally under the provisions of Clause 11.1 above, the following procedure should be followed:
 - 12.3.1. Notice of any formal dispute should be made in writing to the Accommodation and Allocations Office, who shall either investigate the matter or designate the

matter to be investigated by an appropriate member of staff. In either case, a decision will be communicated to you following completion of such investigation.

If following receipt of decisions in accordance with the provisions of clauses 11.3.1 you remain dissatisfied with the outcome of these decisions, you shall retain the right to submit a formal complaint to the University under the full Complaints Procedure for Students set out in the University General Regulations.

13. GENERAL

- 13.1. Nothing in this Agreement confers or purports to confer on any third party any right to enforce any term of this Licence.
- 13.2. No variation or amendment to the Licence will be effective unless it is made in writing and signed by both Parties.
- 13.3. If the whole or any part of any provision of this Agreement is deemed to be void or unenforceable in any jurisdiction, the other provisions of this Licence, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 13.4. This Licence Agreement including the Particulars of Offer and any additional conditions as set out in Clause 3.1, constitutes the entire agreement between you and the University regarding occupation of your University Accommodation. You acknowledge that you have not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking made elsewhere, including via any website or email communication, except those expressly set out herein. You hereby waive any claim for breach of contract, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement.
- 13.5. The University reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.
- 13.6. The University's address for service of notices is:
- For the attention of Legal Services
- Address: University of Durham
 The Palatine Centre
 Stockton Road
 Durham
 DH1 3LE
- 13.7. This Licence shall be governed and interpreted according to the laws of England and Wales.