

## LICENCE TO OCCUPY UNIVERSITY ACCOMMODATION PRE-SESSIONAL PROGRAMME STUDENTS

**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 mean and shall include the room within your College which you have been allocated as a bedroom and study space (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) of your College ("Common Areas").

### 1. LICENCE

- 1.1. 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 particularly 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.
- 1.2. In consideration of payment of the Licence Fee as set out in the Particulars of Offer, in accordance with the provisions of Clause 2 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 licencees 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. You acknowledge and agree that your Period of Occupancy allows you access on the date your Period of Occupancy commences, and you are required to fully vacate your Room by **10:00 hours** on the date your Licence expires, in accordance with Clause 7 herein.
- 1.3. 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 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.
- 1.4. Where you are required to move to an alternative room in accordance with the provisions of clause 1.3 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.

- 1.5. Under no circumstances shall you be permitted or have any right to sublet or grant any kind of sublicence 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.
- 1.6. 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.
- 1.7. 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).

## **2. LICENCE FEE**

- 2.1. In consideration of the Licence granted to you hereunder, you hereby undertake to pay the Licence Fee as detailed in your Particulars of Offer. Full payment is required in advance of taking up occupation within the Accommodation, and within the timescales set out in your Particulars of Offer.
- 2.2. 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 8 to this Agreement.

## **3. ACCESS**

- 3.1. 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.
- 3.2. 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.

#### **4. USE, MAINTENANCE AND CLEANLINESS OF THE ACCOMMODATION**

- 4.1. For the Period of Occupancy under this Agreement, you hereby undertake as follows:
- 4.1.1. To keep your Room, including where provided en-suite 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.
  - 4.1.2. 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;
  - 4.1.3. 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;
  - 4.1.4. 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;
  - 4.1.5. Not to use socket adapters; although gang sockets are permitted provided that they are fitted with a 5-amp fuse;
  - 4.1.6. 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;
  - 4.1.7. Not to bring in or keep any animal, livestock or pets in any Room or any of the Common Areas;
  - 4.1.8. 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;

- 4.1.9. 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;
- 4.1.10. 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;
- 4.1.11. To meet a reasonable share of the cost of any damage or loss to a Room or any shared spaces of the Accommodation, including loss or damage to furniture, fixtures and fittings where that damage or loss cannot be attributed to an individual student(s). You have a right to refer the matter to the Accommodation Dispute Procedure where you believe the University is acting unreasonably in asking you to pay for any anonymous damage;
- 4.1.12. To meet a reasonable share of the cost reasonably incurred by the College as a result of remedying any damage to buildings, equipment, unoccupied rooms or any other property owned or managed by the University which you are entitled to use in common with other residents under this Licence, where the College, acting reasonably and after consultation with a Senior Student Representative, believes that such damage has been caused by the act or default of any student or students;
- 4.1.13. You have a right to refer the matter to the Dispute Procedure, as set out in Clause 8 herein, where you believe the University is acting unreasonably in asking you to pay for anonymous damage;
- 4.1.14. 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;
- 4.1.15. 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;
- 4.1.16. 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;
- 4.1.17. 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;

- 4.1.18. 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;
- 4.1.19. 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 4.1.19 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;
- 4.1.20. 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;
- 4.1.21. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs;
- 4.1.22. 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;
- 4.1.23. Not without the written consent of the University to keep or use in your Room any supplementary heater of any kind;
- 4.1.24. 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;
- 4.1.25. 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;
- 4.1.26. Not to display material that may be considered obscene or offensive in any shared space in the Accommodation or other Common Area;
- 4.1.27. 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
- 4.1.28. 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.

- 4.2. 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:
  - 4.2.1. 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 4.2.1, "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
  - 4.2.2. 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.
- 4.3. 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.

## **5. BREACH OF THIS AGREEMENT**

- 5.1. 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 6 and 7 below. However, the University may also:
  - 5.1.1. consider the matter as an offence under the University's General Regulation IV Discipline; or
  - 5.1.2. 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;
- 5.2. In addition to any of the sanctions under the University's General Regulation IV Discipline, 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.

## **6. SUSPENSION, EXCLUSION AND TERMINATION OF THIS AGREEMENT**

- 6.1. 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.
- 6.2. Where this Agreement is suspended in accordance with the provisions of Clause 6.1, 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.
- 6.3. 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.
- 6.4. For the duration of any period of suspension of this Agreement as detailed in this Clause 6, the University shall be under no obligation to provide you with any alternative accommodation.
- 6.5. Your obligations under the provisions of Clause 2 to pay the Licence Fee shall at all times continue over any period of suspension.
- 6.6. Without prejudice to the University's rights under the provisions of Clause 6.7 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.
- 6.7. This Agreement shall be terminated with immediate effect, with written notice from the University under any of the following circumstances:
  - 6.7.1. 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;
  - 6.7.2. 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;
  - 6.7.3. Any sums due under this Agreement remain outstanding twenty (20) Working Days after being demanded from you by the University.
- 6.8. 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 8 below;

- 6.9. 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.

## **7. BREAK**

- 7.1. Upon termination of this Agreement for any reason or on expiry of this Agreement, 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).
- 7.2. 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 it to be abandoned and in accordance with the University's published lost and found property policy, it will be disposed of without further notice.
- 7.3. Where the University terminates this Agreement for breach of the Terms of this Agreement, including for non-payment of any sum payable hereunder 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.
- 7.4. 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.

## **8. DISPUTES**

- 8.1. 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.
- 8.2. 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.
- 8.3. Where any dispute concerning the terms or interpretation of this Agreement arises which cannot be settled informally under the provisions of Clause 8.1 above, the following procedure should be followed:
- 8.3.1. Notice of any formal dispute should be made in writing to the College Vice-Principal, who shall either investigate the matter or designate the matter to be investigated by an appropriate member of College staff. In either case, a decision will be communicated to you within ten (10) Working Days of receiving such notice;

- 8.3.2. In the event that following the decision of the College Vice-Principal or their designate in accordance with Clause 8.3.1 above, you do not feel the dispute has been appropriately concluded you shall be entitled to appeal in writing to the College Principal who shall review the investigation and give his or her decision within fifteen (15) Working Days of receiving the appeal.
- 8.3.3. If following receipt of decisions in accordance with the provisions of Clauses 8.3.1 and 8.3.2 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.

## **9. GENERAL**

- 9.1. Nothing in this Agreement confers or purports to confer on any third party any right to enforce any term of this Licence.
- 9.2. No variation or amendment to the Licence will be effective unless it is made in writing and signed by both Parties.
- 9.3. 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.
- 9.4. This Licence Agreement including the Particulars of Offer and any additional conditions as set out in Clause 1.1, 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.
- 9.5. The University reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.
- 9.6. 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

- 9.7. This Licence shall be governed and interpreted according to the laws of England and Wales