

**UNIVERSITY OF NORTHAMPTON**  
**TERMS AND CONDITIONS OF RESIDENCY 2024-2025**

These terms and conditions of residency are part of a legally binding contract between the University and anyone living in student accommodation owned by the University.

**1. The meaning of keywords and phrases in these terms and conditions**

Building	The hall of residence or terrace of townhouses (including its outdoor areas) where the Room is situated.
Contents	The equipment, furnishings and any other items at the Building provided by the University for residents' use
End date	The End Date specified in the offer will be the last day of the student's contracted period "or such earlier date as the tenancy ends per these Terms and Conditions of Residency.
Guest	Any person the Resident invites to the Building /flat
Home	A studio, flat or Town House ("the Home" being the studio, flat or Town House where the Room is situated)
Inventory	A list describing the condition of the Room and its Contents at the start of the tenancy.
Key	A key or other access device provided to the Resident by the University
Offer	The University's offer to the Resident of a tenancy of the Room.
Payment Dates	The dates on which the Resident must pay the instalments of Rent. 24 <sup>th</sup> September 2024 – Term 1 7 <sup>th</sup> January 2025 – Term 2 23 <sup>rd</sup> April 2025 – Term 3
Regulations	The University's regulations, policies and procedures listed in these terms and conditions.
Rent	The rent for the Room, as specified in the Offer
Resident	The person specified as "Student" in the Offer
Room	A room at the Building of the type specified in the Offer which (subject to these terms and conditions) the Resident is entitled to occupy during the Tenancy Period
Shared Areas	Areas of the Building which are available for use by more than one resident

Services	<p>Maintenance and repair of the Building</p> <p>Heating and lighting</p> <p>Hot and cold-water supply, and drainage</p> <p>Electricity supply for uses permitted in these terms and conditions</p> <p>Internet access (Regulations apply – see schedule)</p> <p>Insurance of the Building</p> <p>Insurance of personal possessions (terms apply – see clause 4.11)</p> <p>Cleaning of Shared Areas outside Homes (subject to clauses 6.9 and 6.10)</p>
Tenancy Period	In the offer, the End Date will be the last day of the student's contracted period or such earlier date as the tenancy ends in accordance with the Terms and conditions of Residency 2024-2025.
Twin	Designated by the University as suitable for occupation by two persons
University	The University of Northampton, University Drive, Northampton, NN1 5PH;
We	Refers to the University and “Us”, “Our” and “Ours” have corresponding meanings.
You	Refers to the Resident and “Your” and “Yours” have corresponding meanings.

## **2 The University’s agreement to let the Resident live in the Room**

- 2.1 The agreement for the letting of a Room becomes a legally binding contract (a tenancy agreement) between the University and the Resident when the Resident confirms in the University’s on-line accommodation booking system that the Resident accepts the Offer and agrees to these terms and conditions.
- 2.2 When the agreement becomes binding the University agrees to grant and the Resident agrees to take a tenancy of the Room for the Tenancy Period subject to:
- 2.2.1 the Offer;
  - 2.2.2 these terms and conditions;
  - 2.2.3 the University’s Regulations;
  - 2.2.4 the insurance terms and conditions (see clause 4.11).
- 2.3 The tenancy agreement may only be terminated before the end of the Tenancy Period in accordance with clause 5 or by mutual agreement in writing.

## **3 The Resident’s obligations**

When You enter into a tenancy agreement with Us, You agree to comply with the obligations in this clause 3.

### Payments

- 3.1 You must pay the Rent in instalments specified by the finance team on the Payment Dates. Instalments are payable in three equal instalments spread across the three academic terms.

and may be made either by setting up an Epayment account with Us or by advance authorisation against a UK credit card or debit card account. If the tenancy starts or ends between Payment Dates, any payments due from You or refundable to You will be apportioned on a daily basis.

- 3.2 If any Rent has not been paid within 14 days of the date it fell due, You must pay the University interest at the rate of 3% above the Bank of England Base Rate on any overdue amount from the due date until payment. Interest is payable within 7 days of demand.
- 3.3 You agree to compensate the University for losses We suffer and/or expenses We incur as a result of Your failure to comply with these terms and conditions. The University will take reasonable steps to avoid excessive loss or expense and We will act fairly and reasonably when calculating the amount We are claiming. In addition to cleaning, repairing or replacing anything that is soiled, damaged or missing, the amounts We may claim include the cost of Us taking legal advice about Your failure to comply with Your tenancy agreement, action to enforce the tenancy agreement and fees We pay to third parties, such as court fees, bailiff's fees and other legal expenses incurred in enforcement and you agree to reimburse us for reasonably and properly incurred costs and expenses by way of compensation. Where emergency services attend an incident or false alarm because of You and charge Us a fee, We may claim that fee back from You as compensation.
- 3.4 You agree to compensate the University for a fair proportion of losses We suffer and/or expenses We incur if You and other residents have joint obligations in these terms and conditions, those obligations are not complied with and the University is unable to establish who is at fault. If You can show that You were not at the Building at the time, You should notify [helpdesk@1stdegreefacilities.co.uk](mailto:helpdesk@1stdegreefacilities.co.uk)
- 3.5 Where Your breach of the tenancy agreement results in additional work for University staff which is outside their daily duties (such as unscheduled testing of safety equipment or arranging significant repair work) the University may claim a reasonable amount from You for its own staff time. We will not claim against You for fair wear and tear, or for money We recover on Our insurance.
- 3.6 We may make a claim for compensation at anytime if You are in breach of Your Tenancy agreement. If We are claiming from You during Your tenancy, We will notify You of the proposed claim, provide evidence in support of Our claim and inform You if You have the right to appeal. You will be given 7 days (from the date of the claim or, if later, from the date of an unsuccessful appeal decision) in which to pay the amount claimed.
- 3.7 At the end of Your tenancy, We will inspect the Home. If it has not been left in the condition required by the tenancy agreement, and/or if You have not paid all the money You owe Us under Your tenancy agreement, We will notify You of the proposed deduction, provide evidence in support of Our claim and inform You if You have the right to appeal. We aim to notify all proposed claims within 4 weeks after the end of the Tenancy Period, but it could take longer if We have to obtain estimates from contractors before We can tell You the amount of the claim

### Arrivals

- 3.8 We may give You a scheduled arrival slot on Your Start Date in order to ease congestion. We will notify You if You have a scheduled time slot at least 7 days before Your Start Date. If We

allocate You an arrival slot, You agree to use reasonable endeavours to check in at a time within or as close as possible to Your arrival slot or contact Us to re-schedule Your arrival for a later date. If You arrive before Your scheduled enrolment slot, You may be asked to wait to enroll before You can collect Your Keys.

- 3.9 If You arrive during Reception opening hours, which are 10 am to 6 pm Monday to Thursday and 10 am to 5.30 pm on Fridays, You must report to Student Village Reception (this will be well signposted). If You arrive outside those hours, You must report to the Student Information Desk in the Learning Hub in the first instance. Upon satisfactory proof of identity, You will be given access to a room on a temporary basis. You must complete Your check-in procedure at Student Village Reception on the day Reception re-opens. Temporary accommodation is for a maximum of three nights. If you do not enroll as a student and complete your check-in on the day student Reception re-opens, we may terminate Your tenancy agreement and ask you to vacate the temporary accommodation.
- 3.10 You must bring an original photographic identification document with You and show it to Us. We will not issue Keys unless and until We are reasonably satisfied as to Your identity.
- 3.11 If You arrive without confirming your intent to start the contract at least seven days before arrival :
- 3.11.1 We may have cancelled Your tenancy agreement (see clause 5.12); but
- 3.11.2 If We have not cancelled Your tenancy agreement, We will not issue You with Keys until You confirm your arrival.

### Health and Safety

- 3.12 You must not misuse or damage the Building or any of its Contents or installations.
- 3.13 You must not stick or attach anything to the walls including LED lights that cause damage to the walls or fixtures and fitting.
- 3.14 Whenever the fire alarm is sounded, You must promptly vacate the Building in a safe and orderly way.
- 3.15 You must not keep or use clothes irons, or keep or use any gas electrical kitchen appliances (including refrigerators, kettles, toasters, steamers hot plates, ovens, grills, and fryers) in the Room. Unless they are provided with your room as content.
- 3.16 To cook and iron only in the kitchens in the Shared Areas. You must never leave cooking or hot irons unattended. Barbeques are not allowed indoors or in any outdoor area of the Building.
- 3.17 You may only keep or use ordinary household electrical appliances for study , entertainment or personal hygiene in the Room. Any single appliance must use less than 240 volts, have a 5 amp or 1kw tolerance and have passed a recent Portable Appliance Test (PAT). (Free PAT testing is provided by the University on moving-in weekends. You must not use any electrical adaptors, travel adaptors, extension leads or multi-plugs that do not meet UK safety standards.

- 3.18 Not to bring furniture or soft furnishings (including inflatable furniture and bean bags) other than bedding into the Building without the written permission of the University (which shall be in the University's discretion).
- 3.19 You must never smoke or vape anywhere at the Building or use anything which has a naked flame or smoulders or is inflammable or is in any other way a fire hazard. We do not allow incense, barbeques, lighters, shisha pipes, portable gas heaters, deep-fat fryers, chip pans, fireworks, faulty electrical equipment, e-bike or scooter chargers, any equipment that is not designed for use in the UK, gas canisters of any kind or anything else which We reasonably consider to be a fire hazard. You may use travel adaptors for permitted appliances, but the adaptors must also have been tested recently and be suitable for use in the UK. Extension leads and multi-plugs are not permitted.
- 3.20 You must not bring to the Building any item which it is unlawful to have in Your possession, such as controlled drugs, illegal psychoactive substances or stolen property.
- 3.21 You must not bring to the Building any weapon, or item intended to be used as a weapon, even if it is lawful to have it in Your possession elsewhere. For example, laser pointers and laser pens may be brought into the Building but must only be used for their intended purpose as presentation aids. Sporting equipment may be brought into the building with permission from the accommodation team but must not be used as weapons. Kitchen knives may be used at the Building but must be stored in the kitchens and only used for preparing food.
- 3.22 Without limiting the meaning of clause 3.20, the following items are specifically prohibited:
- firearms, air rifles, BB guns, paint-ball guns or guns of any kind
  - combat knives and ceremonial knives, swords or other weapons
  - weapons used in martial arts
  - toy weapons and replica weapons.
- 3.23 You must ensure the door is properly closed behind You after You enter or leave the Building, a Home or Your Room. This is important for security as well as fire safety. You must not prop open any fire door or interfere with its closing mechanism.
- 3.24 You must always keep Your Keys with you at all times when You are not in Your Room.
- 3.25 You must close the window of the Room before You leave the Building. You must close the window of any Shared Area on the ground or first floor of the Building before leaving that Shared Area unoccupied.
- 3.26 You must not interfere with or adjust any window restrictors. You must not enter or leave the Building through a window (unless absolutely necessary for emergency escape). You must never throw anything from windows or balconies or leave items near open windows or on balconies that could fall or be blown off.
- 3.27 You must not enter any areas of the Building which are identified as being accessible by authorised personnel only or which are not readily accessible to residents (such as flat roofs).

3.28 You agree to comply with any reasonable request or instruction made by Us or Our authorised representative (verbally, or on posters, or by email communication), particularly on matters relating to health and safety.

3.29 You must tell Us if any contact details for You or Your nominated contact person (next of kin) change.

#### Being a good neighbour.

3.29 You must leave Shared Areas clean and tidy after using them.

3.30 You must not at any time cause unreasonable noise in or around the Room or Shared Areas, so as to disturb others. Noise must be kept to a minimum between the hours of 11.00 pm and 8.00 am.

3.31 Flats with specific attributes e.g., Alcohol-free, quiet flat, single-sex flats etc. will subject to additional conditions as identified at the point of booking and you will be expected to always abide to the conditions.

#### 3.31.1 Quiet Accommodation

For students interested in residing in a calmer setting, the quiet accommodation option is available for consideration. Should one decide to choose this option, it is important to note that noise should be kept to a minimum after 10 pm. This means no music, parties, or guests past this time.

In instances where flatmates fail to adhere to these regulations, residents have the option to contact the Security staff 24/7 for assistance. If any student persists in violating the rules within these accommodations, the university team may explore the possibility of relocating them to alternative accommodation.

#### 3.31.2 Alcohol-free accommodation

The university offers alcohol-free accommodation for those who prefer a living environment without alcohol. Residents are reminded that no alcohol is allowed in the accommodation, including bedrooms and shared spaces. Visitors under the influence of alcohol are kindly discouraged from entering the building. The university aims to provide a comfortable and safe home in its alcohol-free accommodation.

#### 3.31.3 Single-sex accommodation

Prospective residents seeking single-sex accommodation for personal or cultural reasons should note that visitors of the opposite sex are not allowed. To ensure safety, University staff from the opposite gender may occasionally enter the accommodation. The priority is to create a secure and supportive environment, emphasizing residents' comfort.

#### 3.31.4 Mature accommodation

For students age 25 or older, a mature room type is available in specific buildings, facilitating cohabitation with other mature students. Despite the presence of students of varying ages in the accommodation building, a dedicated mature flat group can be arranged for eligible individuals. This alternative is designed to enhance the overall accommodation experience for mature students.

### 3.31.5 LGBTQ+ friendly accommodation

The University provides LGBTQ+ friendly accommodation, offering a living arrangement with individuals who share similar life experiences and identify as part of the same community. The accommodation is also open to allies who prefer these spaces. The objective is to establish a secure and supportive environment for all residents.

- 3.32 You must not display any writing or image that is likely to cause shock, alarm or distress to others or which discriminates against a protected characteristic (such as race, gender or sexual preference).
- 3.33 You must not cause any nuisance, disruption, harassment, intimidation, offence or disturbance to others or behave abusively towards others. You can view here Our Harassment and Bullying Policy [Search Results \(northampton.ac.uk\)](#) and Our Sexual Violence, Misconduct and Assault Policy [Search Results \(northampton.ac.uk\)](#)

### Looking after the accommodation

- 3.34 You should check the Room and its Contents shortly after collecting Your Key. You should report any discrepancies on the Inventory and return it to the University (at Student Village Reception, Waterside) within 7 days of collecting Your Key. If You do not complete and return Your Inventory You may not be able to prove that any damage or other defects identified at the end of the Tenancy Period were not Your fault.
- 3.35 As soon as possible after You become aware of the need for maintenance or repair, You must report it to the University's 1st Degree Facilities Team [helpdesk@1stdegreefacilities.co.uk](mailto:helpdesk@1stdegreefacilities.co.uk) . If You are aware of a problem and the problem becomes worse because You failed to report it promptly, the University may claim the additional costs of rectification from You.
- 3.36 You must keep the Room (and, jointly with others entitled to use them the Shared Areas within the Home) clean and You must tidy up after Yourself when You use any Shared Areas.
- 3.37 You must take reasonable care of Your Room and the Shared Areas You use and not damage any part of the Building or its Contents. *Only put-up notices, posters etc. on noticeboard provided.*
- 3.38 You must not remove any Contents from the Building and You must not move any Contents from Your Home to another part of the Building.
- 3.39 You must not carry out any decorations, maintenance, repair or alteration to any part of the Building. (As the Building is in multiple occupation, it is important that all decoration, maintenance, etc. is carried out by the building manager to a safe standard. The University will treat unauthorised decoration, maintenance etc. as damage and will claim the cost of reinstatement from You). The University will claim from you the costs reasonably incurred in treating damage caused by any of the following (but this is not an exclusive list):

- notices, posters etc that were placed anywhere other than on the noticeboard provided;
  - lighting or other decorations attached in any way to the Building, other than those installed by the University;
  - marks left by blu-tack; poster putty; sellotape or similar products.
- 3.40 You must not allow Your rubbish to accumulate. You must dispose of Your rubbish using the receptacles provided for that purpose at the Building, and You must follow the University's recycling procedures.
- 3.41 You must not allow anything to enter the drains which is toxic or likely to block the drains.  
Take particular care to remove hair from shower and basin plug holes to avoid them clogging
- 3.42 Only use the laundry for washing and drying clothes. Laundering clothes in your Room can block the drains and drying clothes in your Room is likely to cause mould through excessive condensation.
- 3.43 You must not act or fail to act in a way that is likely to invalidate a building's insurance policy. Always check with Student Village Reception first if You are not sure about this.
- 3.44 Where a turnstile is in operation (St John's) [state what special rules/procedures apply – eg not passing your key back through the bars to let someone follow you in]

#### Restrictions on occupation

- 3.45 You are responsible at all times for Your Guests whilst they are at the Building. You will be liable for the consequences of any behaviour by Your Guest that would be in breach of these terms and conditions if they were a resident. The University may refuse Guests in general, or specific Guests, access to the Building (or ask them to leave) but We will only do this if We have reasonable grounds.
- 3.46 You must obtain the University's permission in advance for any overnight Guest and ensure the Guest signs in and shows photographic identification at the Building's security desk on arrival. We may refuse permission on any reasonable ground, including previous misconduct of You or Your Guest or where there is a risk of overcrowding.
- 3.47 You are not allowed to have more than one overnight Guest in the Building at a time nor to have an overnight Guest on more than two nights in any consecutive period of seven nights.
- 3.48 Any day guests under the age of 18 be accompanied by an adult at all times. [The Safety of Children on Campus Policy \(northampton.ac.uk\)](#).
- 3.49 You are not allowed to have a Guest in Your Home at any time when there are already as many Guests present in the Home as there are study-bedrooms. [Search Results \(northampton.ac.uk\)](#)



- 3.50 Except for permitted Guests You must not share the Room with anyone. You must not share the Home with anyone except the other residents who are authorised to live there and their permitted Guests.
- 3.51 You must never allow any other person to occupy the Room, either with You or instead of You. You must never allow any person to occupy the Shared Areas in Your Home.
- 3.52 You must never lend Your Key to anyone else and You must notify security if anyone tries to follow You into the Building without using their own Key.

#### Restrictions on use

- 3.53 You are eligible to live in the Building if You have a tenancy agreement with us are pursuing or intending to pursue a course of study at the University of Northampton when You collect Your Key. If You arrive during Student Village Reception opening hours (see clause 3.9) You must enrol as a student before collecting the Key. If You arrive outside Reception opening hours, You will be given accommodation on a temporary basis but You must enrol as a student and complete Your check-in on the day Reception re-opens
- 3.54 You must notify the University's accommodation services team if You fail to register as a student or cease to be a registered student. Clause 5 and Our Policy And Procedures For Changes To Tenancy Agreements [Search Results \(northampton.ac.uk\)](#) set out rights of termination if You do not have student status.
- 3.55 You must not use the Room for any purpose other than as a study bedroom or Your personal occupation.
- 3.56 You must not use the Shared Areas for anything other than their intended purpose.
- 3.57 You must not carry out any trade or business from any part of the Building. You must not promote a business or non-university event at the Building unless You have first obtained Our consent. You must comply with any restrictions We attach to that consent.

#### Allowing the University access to Your Room

- 3.58 You agree to allow the University (and/or an authorised representative), at all reasonable times after You have been given reasonable notice, to enter the Room for the purpose of viewing, inspection, maintenance, cleaning, or repair.
- 3.59 You must allow access even if no advance notice has been given:
- in an emergency;
  - during fire drill/evacuation.
  - where access is required only to the Shared Areas;
  - where the University urgently needs to investigate or attend to a health and safety matter or a concern about someone's welfare or a suspected crime;
  - where You reported the need for repair;
  - where You reported any matter affecting the suitability of the Room for habitation.

- 3.60 In cases other than those listed in clause 3.58, the University will aim to give You 7 days' prior notice for planned maintenance work and 24 hours' prior notice for other purposes. As long as the University has given any applicable notice, the University and/or an authorised representative will be entitled to enter the Room whether or not You are present. If You are not present at the time of the visit, the University and/or an authorised representative will leave a note in the Room to inform You that a visit has taken place.

#### Vehicles

- 3.61 Subject to clauses 3.59 to 3.63 inclusive, not to bring any vehicle intended to have more than 2 wheels to the Building unless You have a valid and appropriate parking permit for it. Applications for permits may be made to [Parking@northampton.ac.uk](mailto:Parking@northampton.ac.uk), and <https://www.northampton.ac.uk/student-life/travel-and-parking/stdent-parking/> will apply.
- 3.62 Not to bring a powered scooter to, or use one at, the Building or any other University property.
- 3.63 If You have a bicycle, e-bike or foot-pedal scooter, You must not leave it in any part of the Building other than in a designated bicycle storage area and You must not bring it indoors. You must not charge batteries for electric vehicles anywhere other than at designated re-charging points. To avoid risk of fire You must only charge an e-bike with a charger that is electrically safe for the e-bike in question as recommended by the e-bike manufacturer.
- 3.64 Vehicles designed for indoor use to assist You or Your Guest with a mobility impairment may be brought into the Building, but if the vehicle is for Your use We do ask that You let Us know in advance so that We have the opportunity to make any reasonable adjustments that may be necessary.
- 3.65 Not to work on or clean any vehicle designed for outdoor use at or in any part of the Building (*except for bicycle, e-bike or foot-pedal scooter in the designated storage area*)

#### Animals

- 3.66 You must not bring any animal to the Building other than a registered assistance dog for use by You or Your Guest. If You intend to have a registered assistance dog living with You, We ask that You let Us know well in advance of Your Start Date, so that We can make any reasonable adjustments that are needed and make sure that residents living close to You are able to live with or near a dog.
- 3.67 You are responsible for any nuisance or damage caused by Your animal.

#### Departures

- 3.68 Before 10.00 am on the last day of Your tenancy You must clear the Room and the Shared Areas of Your personal belongings and rubbish, leave the Room secure and return all Keys to security or accommodation services. If You have arranged for a vehicle to transport Your belongings, You must book a vehicle slot with Us in advance and only authorised the vehicle onto campus at the designated time.
- 3.69 You must leave the Room and (jointly with others entitled to use them, all Shared Areas of Your Home) and their respective Contents in the same condition and location as when You started Your tenancy.

- 3.70 If You forget to return Your Keys You must contact Us as soon as You realise and return the Keys to Us within 7 days of the end of Your tenancy. Keys will be at Your risk until We receive them safely and undamaged, so We recommend You use special delivery service. We will claim from you a reasonable amount to cover the additional work for Our staff and We will charge You the cost of obtaining any replacement Keys that are needed to give a new occupier access. If You have vacated the Room and Keys have not been returned within 7 days of end of Your tenancy, We will arrange for the locks to be changed or re-programmed and will claim the cost from you.
- 3.71 You must check that You have all Your personal belongings before You depart. Any items You leave in the Room after the end of Your tenancy are at Your risk. If You leave any personal belongings behind when You vacate We will remove them from the Room. We will dispose of any items which do not appear to Us to have obvious financial value in what appears to Us to be the most appropriate way. If an item appears to Us to be of obvious financial value that has been left behind accidentally, We will try to contact You to make arrangements for You to collect the item. If You ask Us to forward the item to You, You agree to pay Us the costs before We post or ship it to You. We are not liable for loss of or damage to items in transit. We will dispose of the item in an appropriate way if We have not been able to contact You within 7 days from and including the last day of Your tenancy or if We have contacted You but You have not collected the item or paid its transit costs (as applicable) within 14 days from and including the last day of Your tenancy. We have no liability to You if We dispose of any item in accordance with this clause. If the item did not belong to You, You may be liable to compensate the Owner for its loss or damage.

#### **4 The University's obligations**

The University agrees to comply with its obligations in this clause.

- 4.1 To provide the Services.
- 4.2 To comply with applicable legislation relating to the provision of student accommodation.
- 4.3 To deal with residents reasonably and impartially.
- 4.4 To ensure staff and other authorised representatives are clearly identified, and will allow You to inspect, appropriate identification documents if they require access to Your Home or Room.
- 4.5 Not to interrupt Your occupation of the Room more than is reasonably necessary.
- 4.6 To give You advance notice (7 days' notice for planned maintenance; 24 hours' notice at other times) if access is required to the Room during term-time except:
- during termly fire drills;
  - in an emergency;
  - to investigate or attend to a health and safety matter or a concern about someone's welfare or a suspected crime;
  - where You have reported the need for repair;
  - where You have reported any other problem with the Room
  - whilst Your occupation of the Room has been interrupted (for example if You

have relocated due to damage by an insured risk).

4.7 To comply with the University's privacy statement as regards Your personal data.

Not to use Your personal information without Your explicit consent except as necessary for:

- completing and subsequently performing Our contract with You;
- complying with the University's legal obligations;
- helping You in the event of an emergency that threatens Your life;
- exercising the University's disciplinary powers;
- performing tasks that are in the public interest, such as asking You to provide feedback on Your experience in halls;
- providing references to landlords and letting agents;
- facilitating registration with the local authority of persons entitled to vote (You will be able to notify the council if at any time You wish to opt out of receiving their correspondence)
- other legitimate purposes (including debt recovery, eviction proceedings and crime prevention; the University's Block Halls Policy with Endsleigh Insurance; measuring satisfaction; trying to achieve an appropriate student mix in the Building; running the ResLife programme; informing You about third-party well-being initiatives; informing You about job opportunities; allocating rooms or where there is a serious risk of harm to You or to others or to the University's or other's property; anonymised statistical purposes; all matters arising from Your membership of the University or of a partner college including disciplinary proceedings; dealing with contractors; complying with the lawful requirements of the local authority and facilitating voter registration).

4.8 To provide You with information and advice on the following:

- 4.8.1 action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
- 4.8.2 health & safety matters such as how to avoid common fire risks; how to cook safely in the designated areas of the Residence and why cooking in the Room is a safety risk and in breach of the tenancy agreement; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material (none of which are allowed in the Residence); fire extinguishers; and the possibility of disciplinary action or criminal proceedings for mis-use of fire safety equipment;
- 4.8.3 how to get access to the Room if You lose Your Keys;
- 4.8.4 cleaning Schedules and Your responsibilities for cleaning (where applicable);
- 4.8.5 the respective roles and responsibilities of the University and its resident students;
- 4.8.6 health, welfare, and guidance on communal living;

- 4.8.7 where to get advice on financial difficulties;
  - 4.8.8 where to get counselling;
  - 4.8.9 how to register with a local health service;
  - 4.8.10 the management structure for the Residence and contact details of the main Residence officers, with out-of-hours emergency contact details;
  - 4.8.11 any special arrangements made to help with any disability the Student may have disclosed to the University.
- 4.9 To give You a receipt for any of Your property which is confiscated under these terms and conditions. Unless the property is animate, perishable or illegal to have in Your possession, it will be returned to You at the end of Your tenancy.
- 4.10 To procure insurance of Your personal possessions on the terms and subject to the limitations of the University's policy. Endsleigh insurance University of Northampton: Policy number HH1203 [Student app, products & free wellbeing support | Endsleigh](#)

## **5. Changes to Your tenancy agreement, including cancellations.**

### Transfers if requested by You

5.1 [Search Results \(northampton.ac.uk\)](#) You must not swap rooms with another resident or allow anyone to move into the Room in Your place unless You have Our written consent. We will not unreasonably withhold consent, but the following conditions apply:

- 5.1.1 You must apply via the online form.  
<https://forms.office.com/r/jRpXB4hC1B?origin=|prLink>
- 5.1.2 payment for Your Room must not be in arrears
- 5.1.3 You must agree to pay Us a fee of £50 towards Our costs of processing Your application and dealing with the change of occupier
- 5.1.4 Room transfers are subject to availability
- 5.1.5 If your transfer application is approved, You must enter into a new contract for the new accommodation; and
- 5.1.6 You must vacate the room You are leaving on the same day You move into the new room.
- 5.1.7 Reduced rates for rooms that are normally priced lower than the Room are at Our discretion.

### Relocation if required by the University.

- 5.2 We may ask You to move to an alternative Room at the start of or during the Tenancy Period where it is reasonable to do so (for example if a person with a disability needs adaptations in the Room and You do not need them, or to manage a contagious disease, or to carry out important maintenance or repair work).
- 5.3 We may ask You to move to an alternative Room if it is reasonable to do so because of disciplinary or criminal proceedings against You.

- 5.4 If We ask You to move to a different room of the same type in the Building there will be no adjustment to Your payments.
- 5.5 If We ask You to move to a different room type in the Building, We will adjust Your payments if the room is normally priced lower than the Room, but not otherwise.
- 5.6 If We ask You to move to a different building which is more than 1 Km from the Building or more than 1 Km further away from Your place of study, You will have the right to terminate Your tenancy agreement within 7 days of Our request as an alternative to relocating. If You do choose to terminate Your tenancy agreement in these circumstances, We will refund any rent You have paid in advance that relates to the period after Your departure, but We will not pay You any compensation.
- 5.7 Clauses 5.2 to 5.6 only apply if the reason We ask You to move was not Your fault. If the University asks You to relocate because You are in breach of one or more of Your obligations in these terms and conditions, You will have no right to terminate Your tenancy agreement as an alternative to relocating and You will have no right to compensation if We ask You to relocate.

*Cancellation or early termination if requested by You*

- 5.8 Subject to the conditions in clause 5.8 You may end the tenancy agreement for Your Room before the end of the Tenancy Period if:
  - 5.8.1 You stop being a registered student of the University; or
  - 5.8.2 another student of the University who is reasonably acceptable to the University as a resident enters into a contract to take the Room for the remainder of the Tenancy Period.
- 5.9 The conditions that apply to You ending Your tenancy agreement early are:
  - 5.9.1 You must pay Rent up to the date Your tenancy ends (this may be later than the day You move out);
  - 5.9.2 You must pay Us a fee of £50 towards Our costs of processing Your application and dealing with the early check-out ;
  - 5.9.3 any dispute about Damage invoices or compensation for breach of these terms and conditions must have been resolved;
  - 5.9.4 You must comply with all the terms applicable to vacating the Room in clauses 3.66, 3.67 and 3.68.
- 5.10 You may ask to end Your tenancy agreement early if We introduce material changes to the Regulations during Your tenancy or if You have a disability that means You can no longer live independently. In these cases, You will not have to comply with the conditions in clause 5.8.
- 5.11 Except as mentioned in clause 5.9, any exceptions to the requirements in clauses 5.7 and 5.8 are at the University's discretion. If there has been a significant change in Your circumstances since the Start Date which You would like Us to consider as part of Your request for early termination of Your tenancy agreement You must provide Us with supporting evidence (in such form as We may reasonably require) to corroborate Your circumstances if We ask You to do so.

Cancellation or early termination if required by the University.

- 5.12 We may end Your tenancy agreement at any time before We issue You with Keys, by sending notice to Your last-known email address, if:
- 5.12.1 You have not confirmed arrival 7 days prior of the contract start date.
  - 5.12.2 You have not paid any Rent that has fallen due; or
  - 5.12.3 You have debts outstanding from an earlier accommodation contract with Us; or
  - 5.12.4 Between accepting the Offer and the Start Date, You commit a serious breach or persistent breaches of an earlier accommodation contract with Us; or
  - 5.12.5 You have been convicted of a serious criminal offence after accepting the Offer; or
  - 5.12.6 You have failed to declare a previous offence at the point of application. or
  - 5.12.7 We become aware that You misrepresented any material facts about Yourself or Your application; or
  - 5.12.8 You have not collected the Keys for Your Room or made arrangements with Us for late arrival within 7 days from and including the Start Date; or
  - 5.12.9 You have made arrangements with Us for late arrival, but You have not confirmed your intent to arrive on a specified date and paid the Rent due up to Your expected arrival date by the deadline We gave You.
- 5.13 After We have issued You with the Keys, and subject to Your statutory rights, We may end the tenancy agreement for Your Room before the end of the Tenancy Period by giving You notice or by forfeiting Your tenancy in the following circumstances:
- 5.13.1 any money You are liable to pay under Your tenancy agreement is overdue by 14 days or more; or
  - 5.13.2 You are in serious or persistent breach of any of Your obligations; or
  - 5.13.3 Your membership of the University is terminated as a result of disciplinary action against You; or
  - 5.13.4 You do not have status as a student of the University (or a partner college); or
  - 5.13.5 in the University's reasonable opinion Your health or behaviour constitutes a serious risk to You, or to other people, or to the University's or another person's property; or
  - 5.13.6 the Room has become unfit for habitation for a reason other than Our neglect.
- 5.14 If We give You notice We will act reasonably and the period of notice will depend on the reason for ending Your tenancy agreement.
- 5.15 Vacating the Room before the end of the Tenancy Period is not sufficient on its own to end Your tenancy agreement.

Adjustments to the Rent

- 5.16 If You start or end a tenancy between Rent Payment Dates, the Rent will be apportioned on a daily basis and rounded up or down to the nearest penny. We will give You a calculation of the apportioned Rent if an adjustment is made.

- 5.17 If an apportionment means that You are due to pay Us, You must pay Us before the change to Your tenancy takes effect. If We are due to refund any Rent to You, We will aim to refund You (or credit your accommodation account) within 14 days from and including the last day of Your tenancy. We will not be liable for failure to process refunds if that failure is because of a change in Your banking arrangements that You have not notified to Us.
- 5.18 If We serve notice to terminate Your tenancy or if We forfeit Your tenancy, the Rent will be apportioned from the date We recover possession of the Room.
- 5.19 You must pay Us for Your use and occupation of the Room if You stay longer than You are contractually entitled to do.

## **6. General**

### University Regulations and Student Discipline

- 6.1 The Regulations are freely available to view and download on the University's website.  
{[University Policies, Procedures and Regulations | UON \(northampton.ac.uk\)](#) }
- 6.2 We will not normally introduce changes to Regulations during the Tenancy Period. The Regulations applicable to You will be those in force when You entered into Your tenancy agreement. If We make a material change to the Regulations, We will notify You in advance of implementation and You will have the option to terminate Your tenancy agreement without charge as an alternative to accepting the amendment. We may extend quiet times during assessment or examination periods and if We do that, the change will be well-publicised at the Building. Changes to quiet times are not a material change that entitles You to terminate Your tenancy agreement.
- 6.3 A breach of the Regulations is a breach of these terms and conditions.
- 6.4 If You do not comply with Your obligations in these terms and conditions, We may refer Your non-compliance for disciplinary action under the Regulations as an alternative to, or in addition to a referral to state authorities and any action We may take through the civil courts.
- 6.5 The Regulations give the University power to terminate Your registration or enrolment at the University. If Your status as a student of the University is terminated, We will terminate Your tenancy agreement in accordance with clause 5.
- 6.6 If You fail to comply with Your tenancy agreement and that failure causes Us loss or expense, We shall be entitled to decide whether or not to claim against Our insurance, against You, or a combination of the two.
- 6.7 If You have at the Building any item which Your tenancy agreement does not allow You to bring to the Building, We may remove it without incurring any liability to You. Where the item is not potentially dangerous or hazardous, We may ask You to dispose of it and We would then only remove it if You failed to comply with that request within a reasonable time. If You have at the Building an item which Your tenancy agreement allows, but You use it in a way that does not comply with Your tenancy agreement (such as an item which is a noise disturbance to others) We may remove it without incurring any liability to You. We may remind You of Your obligations first, and We would then only remove it if You failed to comply with that request within a reasonable time. We will give You a receipt for items



that We remove. We will dispose of items that are animate, perishable or illegal to have in one's possession as We see fit. In other cases, We will keep the item (without liability for loss, theft, damage or any other thing) and give You the opportunity to collect it at the end of Your tenancy. We may claim storage costs from You. We will dispose of Your item without liability to You if You do not collect it. You will be responsible to the owner if the item does not belong to You.

#### Exclusions and limitations of liability

- 6.8 You will not be liable for damage to any part of the Building or its Contents to the extent that:
- 6.8.1 It is the result of fair wear and tear or an inherent defect;
  - 6.8.2 The cost of reinstatement is recovered from a third party, including Our insurer;
  - 6.8.3 It was caused by an intruder (provided You complied with Your obligations relating to security);
  - 6.8.4 It was caused by fire, flood or other event that was not caused by You and was outside Your reasonable control
- 6.9 Provision of some Services is subject to staff availability and the University shall not be liable for reduced or interrupted levels of Service in the event of sickness, extreme adverse weather conditions, industrial action or other circumstances beyond its reasonable control.
- 6.10 The University shall not be liable for interruption to Services or any breakdown or disrepair at the Building except to the extent that (a) the University is aware (or ought to be aware) of the failure and (b) rectification is within the University's reasonable control and (c) We have failed within a reasonable time to put things right.
- 6.11 If the residents entitled to use them do not keep Shared Areas reasonably clean and tidy, We will warn them of their obligations and ask them to comply. If the cleanliness and tidiness of the Shared Area(s) in question has not improved significantly within 7 days of that request, We shall be entitled to:
- 6.11.1 Close or restrict access to the Shared Area where that is outside a Home; and
  - 6.11.2 Temporarily close a Shared Area to enable Us to restore that Shared Area to the condition it should be in if that Shared Area is within a Home (the costs of such restoration to be borne by the people who live in the Home).

#### Your personal data

- 6.12 The data supplied by You as part of Your agreement with the University regarding accommodation will be used for the following reasons: To manage Your accommodation, To send You post, To be used as evidence should You breach Your accommodation contract, The information will be safely stored electronically and will only be accessed by staff involved in the above-outlined processes. We will not share Your personal data with anyone else unless it forms part of a disciplinary or other investigation into breaches of behaviour or the law. Your information will only be processed by the accommodation office for a maximum of 7 years after which it will be securely deleted from Our accommodation

system. Such processing is in line with the legitimate interests of the University and does not have an adverse impact on Your personal rights but You may raise an objection to such processing. The University is legally obliged to consider such objections and this may in certain circumstances lead to the erasure of Your personal data OR (preferably)

- 6.13 The University's privacy statement/data protection policy {[Privacy policy | University of Northampton](#)} applies to Your tenancy agreement

#### Communications from You and service of notices by You

6.14 To report the need for maintenance or repair to the University's 1st Degree Facilities Team at 01604892888 [helpdesk@1stdegreefacilities.co.uk](mailto:helpdesk@1stdegreefacilities.co.uk) with full details of the problem, Your address (including Your Room and Flat number and the name of the Building) Your name and your student ID number. The more details you give us about what is wrong, the faster we are likely to be able to put it right (example: "window is broken" does not tell us whether we need a new window pane or whether the window closing mechanism has malfunctioned – so we will need to contact you or do an inspection before ordering the repair).

6.15 For day-to-day enquiries and information, You can telephone the University's Student Village Reception on 01604 892482 or email accommodation services at [accomdation@northampton.ac.uk](mailto:accomdation@northampton.ac.uk)

6.16 If You would like to end Your tenancy agreement early, [Search Results \(northampton.ac.uk\)](#)

6.17 Your tenancy agreement does not require or entitle You to serve notice to quit. Clause 5 applies if You wish to end Your tenancy agreement early.

6.18 The University's address for service of all formal notices, including service of proceedings relating to Your tenancy agreement must be marked for the attention of

Miriam Lakin Associate Director of Governance Compliance and Risk

University of Northampton

University Drive

NN1 5PH.

#### Communications from Us and service of notices by Us

6.19 For day-to-day enquiries and information We may contact You using any of the most recent telephone number, e-mail address or postal address that You have provided to Us or by visiting You or leaving communications at the Room.

6.20 Any formal notice or proceedings shall be sufficiently served on You if:

6.20.1 addressed to You or the "Tenant"; and

6.20.2 sent by first-class post or delivered by hand;

6.20.3 to the Room or to Your last-known address.

6.21 If We are unable to communicate with You, We may contact any nominated person whose details You gave Us, but We will not do this for trivial reasons.

#### End of Tenancy Deposits

- 6.22 At the end of Your tenancy We will inspect the Home. If it has not been left in the condition required by the tenancy agreement, and/or if You have not paid all the money You owe Us under Your tenancy agreement, We will notify You of the proposed charges. At the end of Your tenancy We will inspect the Home. If it has not been left in the condition required by the tenancy agreement, and/or if You have not paid all the money You owe Us under Your tenancy agreement, We will notify You of the amount we intend to claim from you, provide evidence in support of Our claim and inform You how to appeal. We aim to notify all proposed claims within 4 weeks after the end of the Tenancy Period, but it could take longer if We have to obtain estimates from contractors before We can tell You the amount of the claim.
- 6.23 Amounts We claim under clause 6.22 are payable to Us within [14] days of the deadline for making an appeal (if you do not appeal) or within [14] days of the appeal decision if you appeal but your appeal is unsuccessful. Failure to pay on time may result in Us taking legal action against You to put us back in the same financial position We would have been in if You had complied with Your obligations in the tenancy agreement.

Exclusion of third-party rights

- 6.24 Only You and We have the right to enforce any terms of the tenancy agreement and the Contracts (Rights of Third Parties) Act 1999 is not intended to apply. This clause does not affect any right or remedy of a third party which exists or is available, apart from that Act.

Provision of Services Regulations 2009

- 6.25 The following information is given in the Offer:
- 6.25.1 the name and address of the supplier of the accommodation;
  - 6.25.2 the address of the Building (but We may change this as permitted by clause 5 of these terms and conditions);
  - 6.25.3 how long the contract is due to last (it may end before the expiry of the Tenancy Period as set out in clause 5 of these terms and conditions);
  - 6.25.4 the price of the accommodation;
  - 6.25.5 the dates when payment must be made.
- 6.26 The following information is given in these terms and conditions;
- 6.26.1 the services which will be supplied to You and what is included in the Rent;
  - 6.26.2 the dates when payment must be made and the arrangements for payment;
  - 6.26.3 when and how changes can be made to Your tenancy agreement (including early termination of it)
- 6.27 Value Added Tax (VAT) is not payable on the Rent. VAT may apply to other amounts that Your tenancy agreement requires You to pay. The standard rate of VAT in the UK is 20%. The University's VAT registration number is GB 661557424.
- 6.28 The Offer is for a tenancy under paragraph 8 of schedule 1 of the Housing Act see <https://www.legislation.gov.uk/ukpga/1988/50/schedule/1> This is different from an assured short-hold tenancy, and it means that:

- 6.28.1 You will not be entitled to a new tenancy when the Tenancy Period expires;
- 6.28.2 We can end the tenancy agreement on any reasonable grounds set out in these terms and conditions;
- 6.28.3 If the Tenancy Period is for less than 6 months, You will not be entitled to a minimum 6 months' occupation;
- 6.28.4 We can refuse to issue You with a Key if You have withdrawn Your application to study at the University before Your tenancy is due to start;
- 6.28.5 You have no right to cancel or end Your tenancy early, except as stated in clause 5 of these terms and conditions.
- 6.29 The law which applies to the tenancy agreement is the law of England and You and We agree to submit to the jurisdiction of the courts of England on all matters relating to the tenancy agreement.
- 6.30 The Building is in the Student Accommodation Code <https://www.universitiesuk.ac.uk/sites/default/files/uploads/ACOP/accomodation-code-of-practice-2019.pdf> an approved Code of Practice under the Housing Act 2004.

## SCHEDULE

### REGULATIONS OF PARTICULAR RELEVANCE TO STUDENT ACCOMMODATION RESIDENTS

- Student code of conduct and general regulation:  
<https://www.northampton.ac.uk/about-us/governance-and-management/management/university-policies-procedures-and-regulations/>
- Student code of conduct: [Search Results \(northampton.ac.uk\)](#)
- Student disciplinary: [Search Results \(northampton.ac.uk\)](#)
- Privacy policy: [Privacy policy | University of Northampton](#)
- Policy And Procedures For Changes To Tenancy Agreements: [Search Results \(northampton.ac.uk\)](#)
- Policy On Parking: [Student parking | University of Northampton](#)

### **University's Regulations**

- Complaints Policy [Search Results \(northampton.ac.uk\)](#)
- Fire Regulations: [Fire Safety Policy 2022 \(northampton.ac.uk\)](#)
- Student Regulations: [University Policies, Procedures and Regulations | UON \(northampton.ac.uk\)](#)
- Student Disciplinary Policy: [Search Results \(northampton.ac.uk\)](#)
- Student Code of Conduct and General Student Regulations: [Search Results \(northampton.ac.uk\)](#)
- Harassment and Bullying Policy: <https://searchtundra.northampton.ac.uk/?tag=d87bf696-81d2-4974-9594-398d1158634d>  
[Harassment reporting form | University of Northampton](#)

- Sexual Violence, Misconduct and Assault Policy:  
<https://searchtundra.northampton.ac.uk/?tag=d87bf696-81d2-4974-9594-398d1158634d>
  - Rules and regulations for the use of University of Northampton Information Services:  
[Acceptable Use Policy \(AUP\) \(northampton.ac.uk\)](#)
  - University's Debt Management Policy; [student-debt-management-policy-november-2023.docx \(live.com\)](#)
  - University's Copyright Infringement Policy:<https://www.northampton.ac.uk/about-us/legal-disclaimer/>
  - Health, Wellbeing and Fitness to Study Policy: [Search Results \(northampton.ac.uk\)](#)
- 
- ID and Access Card Policy:  
[Search Results \(northampton.ac.uk\)](#)
  - Recycling Procedure:: [Waste Policy](#) [Single Use Plastic Policy](#)
  - Under 18s Policy: [The Safety of Children on Campus Policy \(northampton.ac.uk\)](#)