



## ACCOMMODATION TERMS AND CONDITIONS 2025-2026

### 1. Facilities and Services provided under this Agreement

a) In consideration of the payment by the User of the standard rental fees specified in the Student Accommodation Charges 2025-2026, the College provides the User with access to and use of the defined accommodation ('The Accommodation') for the dates specified in the User's signed agreement and areas such as lounge, kitchen and sanitary facilities within the Accommodation. It is the User's responsibility to familiarise themselves with the Fire escape and reporting procedures from the Accommodation and to evacuate the building whenever the fire alarm sounds.

The standard rental fee includes all rates (except where specifically agreed between User and College), all service charges relating to normal use of heating, lighting and servicing of areas such as lounge, kitchen and sanitary facilities and such agreed vehicle parking areas as defined by the College. The User shall not park any vehicles in unauthorised areas or where there are double yellow lines.

### 2. Duration and Termination of the Agreement

a) This Agreement is valid for the dates specified in the User's signed agreement. Liability for payment of the rental throughout the whole term is accepted by the User upon signing this Agreement.

b) Extraordinary termination of this Agreement and of the right of access to the Accommodation:-

i) The College may terminate this Agreement for just cause, including breach of any part of this Agreement. Equally, if the User, has a receiving order made against him/her or becomes bankrupt, the College will have the right to terminate all of the User's rights under this Agreement or such other rights as the College designates with or without notice to the User and in addition to and not in lieu of other remedies available. Upon such action by the College, the User will remain liable for all obligations which have previously accrued and will have to pay an indemnity equal to the total rental of the unexpired term.

ii) Extension of stay beyond the normal period of this Agreement should the User require the use of the Accommodation once this Agreement period has terminated and has not been renewed under the general provision of this Agreement, is at the College's sole discretion to permit such an extension. Where an extension is granted, it is subject to a surcharge on the standard rental fees.

### 3. Payment of the Standard Rental Fees and Service Charge

a) Standard Rental Fee:

The standard rental fee as listed in Section 3 overleaf is payable in advance monthly on the 30th day of the month preceding each month of occupancy. All accommodation charges must be paid within the period of residence.

**If the User has not fully paid the previous term's standard rental fees and any relevant additional charges, the User will not be allowed to access the Accommodation for the next term.** Access to the Accommodation will only be granted on full payment of the arrears and payment of the first month of the new term.

b) Additional charges

Any and all charges for additional service and facilities are invoiced in arrears and are payable within seven days of receipt of invoice. The College reserves the right to change the cost of any or all of the service charges at any time during the term of the Agreement by giving 30 days notice to the User.

c) Penalties upon late payment

The College reserves the right to terminate the Agreement and ask the User to vacate the Accommodation immediately if the standard rental fee is not paid or the service charges for the additional services are not paid by the due date. Any invoices that are outstanding after their due date will be subject to interest at the rate of 4% above the prevailing base rate.

d) Payment of disputed invoiced items

Should part of an invoice issued by the College be in dispute, the User will be obliged to pay by the deadlines mentioned above the part of the invoice, which is not in dispute while the disputed amount is being settled between the College and the User without prejudices to paragraph 3c) above.

e) The College reserves the right to refer unsettled accounts to a debt collection agency and ultimately to the Small Claims Court for collection. Any charges incurred will be passed on to the

User.

#### 4. The User's Rights and Responsibilities

- a) The User will be entitled to quiet enjoyment of the Accommodation specified in the User's signed agreement.
- b) During the term of this Agreement and subject to timely payment of the standard rental fee, the User is entitled to use the address of the Accommodation for postal purposes. Upon termination of this Agreement for whatever reason, it is the User's responsibility to notify all parties of the change of address. Subsequent mail sent to the address will be returned to sender.
- c) Upon being given access to the Accommodation, the User will be issued with a set of keys.
- d) The keys remain the property of the College and shall not be duplicated or transferred to third parties without the express written permission of the College. The loss of keys must be reported to the College immediately. The cost of lost keys as well as the cost of changing locks will be borne by the User. Should the User use the premises outside normal operating hours they are responsible for locking all doors used.
- e) The User may not alter the Accommodation allocated to the User in any way or install any furniture equipment or telecommunication connections without the prior written consent of the College. The granting of this consent is entirely at the discretion of the College.
- f) The User shall be responsible for the timely reporting, to the Warden, of any issues relating to the maintenance of the Accommodation. In addition, damage to the Accommodation or its contents by whatsoever means, save for fair wear and tear, may result in all or part of the User's room deposit being forfeited, and the opinion of the College shall be final.
- g) The User will live in such a way as does not interfere with the College or any other User of the Accommodation and will comply with all laws, permits, licensing laws, taxes and any other requirements regulating the conduct of the User's business and with all site rules and reasonable requests of the College.
- h) The User must not play loud music or use amplification equipment, or create a sense of nuisance, annoyance or damage to any other User of the Property in question and will remember at all times that this is a place of Academic Research and Study and conduct themselves accordingly.
- i) The User may not mount name signs or any type of boards either inside or outside the Accommodation that may cause damage upon their subsequent removal.
- j) The User may not use the Accommodation for any activities or actions which could be damaging to the College or which could lead to an increase in insurance premiums to be paid by the College. In particular a User must not allow their Accommodation to be shared with another person.
- k) The User will remain solely responsible for the safety of the User's property and belongings and is responsible for arranging contents and third party liability insurance.
- l) The User shall take such steps as necessary to comply with the User's health and safety obligations and the Accommodation generally as are necessary from time to time and in particular to report any damage or repair needed to the Accommodation or its contents as soon as practicable.
- m) The User will use the Accommodation for residential and study purposes and for no other purpose.
- n) The User shall vacate the Accommodation on the day of expiry of this Agreement, leaving the Accommodation in the condition as it was found save wear and tear. The College does not accept responsibility for any belongings of the User left in the Accommodation and has the right to dispose of such property.
- o) Joint and several liability  
Should the User be more than one person, all parties to this Agreement are liable jointly and severally for all obligations from this Agreement.
- p) The College campus has a 'no smoking' and 'no (alcohol) drinking' policy on site. The College prohibits the use of electronic cigarettes (also known as vaporising cigarettes or e-cigs) in its premises, including College grounds and College vehicles. Should a student or visitor choose to smoke they should either go off site or use the designated smoking area, which is just outside the College grounds between the front and back entrance to Hurler Hall accommodation block. The User is not allowed to store or use drugs on the premises. The College operates a zero tolerance policy, the Police will be informed of any illegal substances found, and the User will be evicted with a 24 hours' notice.
- q) The User may not bring animals into the Accommodation.

## **5. The College's Rights and Responsibilities**

- a) The College is responsible for:-
- general maintenance of the User's Accommodation
  - adequate external lighting during normal operating hours
  - maintenance checks and renewals of the College's equipment in the Accommodation
- b) The College has the right to enter the User's Accommodation upon giving reasonable notice, at least 24 hours notice, to inspect them, undertake repairs and maintenance work.
- c) The College has the right to enter the User's Accommodation upon giving appropriate notice in the event of any emergency or where the welfare of the User is in reasonable doubt.
- d) The College will not be liable for any loss sustained as a result of the College failing to provide any of the services as set out in this Agreement as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties unless acting with gross negligence and intent.
- e) If the User cannot be given access to the Accommodation or services temporarily, the College's liability will be limited to forfeiting the standard rental fee chargeable for that period.
- f) If the College is unable to deliver possession of any part of the Accommodation to be provided at the commencement of the semester, the College will not be liable for any resulting damage nor will the College have any liability except that the User will not have to pay the standard rental fee for the period concerned and may withdraw from the Agreement.
- g) The College will carry out any repairs or maintenance during normal working hours.
- h) The deposit will be returned up to 10 days after the end of the tenancy.
- i) The College can deduct money from the deposit if:
- the property has been damaged;
  - any relevant fees have not been paid;
  - items are missing;
  - the College has to arrange additional cleaning of the Accommodation.

## **6. Other Provisions**

- a) This Agreement represents a contractual agreement between the User and the College for the provision of services by the College to the User. The College and the User acknowledge by their execution hereof that no tenancy or lease rights are created in favour of the User.
- b) This Agreement is not assignable by the User without the prior express written permission of the College.
- c) All notices by the User or the College to the other must be in writing and delivered to an officer or authorised representative of the party concerned or sent by registered mail to the respective address given to the College, or subsequently advised change of address.
- d) The invalidity or unenforceability of any provision herein will not affect or impair the validity of any other provision. No waiver or any default of the User will be implied from any failure by the College to take action with respect to such default.
- e) This Agreement supersedes any prior Agreement and embodies all the contractual stipulations between the User and the College relative to its subject matter.
- f) Venue and Jurisdiction

This Agreement is interpreted and enforced in accordance with the laws of England.

## **7. Housekeeping rules**

- a) The User must regularly clean their personal rooms. The College reserves the right to conduct room inspections during a semester, with 24 hours notice being given to the User. Things that will be checked: bathroom (shower plug), floor, tidiness and kitchen fridge. Some cleaning products will be provided in the beginning of the year, but the User is responsible for the User's cleaning supplies and toilet paper throughout the year.
- b) Where the User extends this Agreement to include non-semester weeks, the User will allow access to their room during normal working hours to enable cleaning and maintenance tasks to be completed. The timing for these tasks to be at a mutually agreed time.
- c) Each User will have one cupboard allocated and one fridge shelf. The User must only use the User's allocated space and must not open other users' cupboards. Do not use other users' property without permission.
- d) The User is responsible for ensuring that the kitchen is tidied after use and that no dirty utensils are left in common areas.
- e) The common room area should be cleared of personal property at the end of the day. No personal belongings should be left in the common room, such as: laptops, library books, musical instruments, shoes, clothes etc. Housekeeping staff will clear personal belongings from common areas when they clean.
- f) The hallway must always be clear - no washing can be dried in corridors. All personal belongings must be kept in the Accommodation.

g) The User is only allowed in the College's café kitchen when accompanied by an NTC staff member, with the permission of the housekeeper. Nothing should ever be taken out of the College café kitchen. Additionally, crockery and cutlery from each residence hall should not be moved to another building's kitchen.

#### **8. Security**

- a) The User should keep their room door locked when not in the Accommodation and especially whilst sleeping. If the lock does not work, report it immediately to the Warden.
- b) If the User lives on a ground or first floor, the window should be kept closed and locked when the User is not in the room. If the window lock does not work properly, please contact the Warden.
- c) Bicycles should be locked when unattended, and stored (locked) in the bicycle shed or in the cycle racks. The Warden will issue the code for access to the bike shed.
- d) The use of candles and chip pans are not allowed in any of the College residences.
- e) Suspicious persons and activities in the residence halls or their environs should be reported to the Warden immediately. Most importantly, each User should watch out for the well-being of his or her neighbours, friends and classmates. Safety is everyone's responsibility.

#### **9. Noise**

- a) Users are asked to be always considerate of others who live on site and nearby, and must reduce noise levels after 11pm.
- b) Loud music can be extremely disturbing and annoying and lack of sleep can affect academic performance especially at exam time. Amplified musical instruments and drum kits are not allowed to be used in the residences.
- c) When returning late at night Users should be quiet both outside and inside the residences.
- d) When approaching the Accommodation, especially at night, consider the general public.
- e) Users are responsible at all times for the behavior of their guests or anyone admitted to the Accommodation.

#### **10. Pandemics**

- a) Users are required to comply with the College's regulations for helping to keep the campus as safe as possible during any pandemic. Failure to follow the guidelines may result in this Agreement being terminated and the User being asked to leave the Accommodation.