

# LicenseUMR2025

## University Managed Residences 2026/27

### OCCUPANCY AGREEMENT RELATING TO

#### <Accommodation Details>

Teesside University (1)  
and  
<name of student>

#### ACCEPTANCE DATE

You have digitally accepted your accommodation offer on <date>

#### PARTIES

(1) Teesside University of Borough Road, Tees Valley, Middlesbrough TS1 3BA (University); and

(2) < student details>

#### BACKGROUND

This Agreement constitutes a tenancy granted to a person who is pursuing, or intends to pursue, a full-time course of study provided by the University and pursuant to paragraph 8, Schedule 1 of the Housing Act 1988, it is not an assured tenancy or an assured shorthold tenancy.

#### AGREED TERMS

##### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement

###### 1.1 Definitions

<b>Accommodation</b>	Single Standard <location> including the Room and the Communal Areas
<b>Accommodation and Business Manager</b>	the individual appointed from time to time by the University to manage the Accommodation
<b>Communal Areas</b>	the internal areas, facilities and fixtures within the Accommodation for the general use and/or benefit in common by the Student and other residents of the Accommodation and their visitors to the Accommodation and those parts of the University's property which are necessary for the purpose of gaining access to the Accommodation and the bin areas and areas provided for parking bicycles and motor vehicles..
<b>Contents</b>	the furniture, furnishings, fixtures and fittings and any other items set out on the inventory (to be forwarded to the Student at a later date prior to the commencement of the Tenancy Term) belonging to the University within the Accommodation.
<b>Deposit</b>	the Deposit of £150.00 required to secure the Accommodation and retained by the University against any damage caused to the Accommodation.
<b>Director of Campus Services</b>	the individual appointed from time to time by the University to provide the strategic management of the department of campus services (or their nominee)
<b>Disciplinary Officer</b>	a member of University staff appointed from time to time in relation to matters relating to student discipline
<b>Disciplinary Regulations</b>	the University's regulations governing matters relating to student discipline in force from time to time, which can be found at: <a href="http://www.tees.ac.uk/docs/index.cfm?folder=Student">http://www.tees.ac.uk/docs/index.cfm?folder=Student</a> regulations
<b>First Rent Payment Date</b>	30 September 2026
<b>LTA 1985</b>	Landlord and Tenant Act 1985
<b>Rent</b>	<weekly price> per week <annual price> per annum
<b>Room</b>	being the study bedroom and its furniture within the Accommodation
<b>Student Disciplinary Committee</b>	the University body appointed from time to time in relation to matters relating to student discipline
<b>Tenancy Term</b>	from and including 17 Sep 2026 up to and excluding 27 Jun 2027

**Warden**

the individual appointed from time to time by the University to contribute to the welfare and support of the student community within the University's rental accommodation

**Working Day**

any day which is not a Saturday, a Sunday, a university closure day, a bank holiday or a public holiday in England or Wales

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory instrument.

1.5 A reference to writing or written excludes fax and e-mail.

1.6 Any reference to Tenancy refers to the tenancy created under this Agreement.

1.7 A reference to the end of the Tenancy is to the end of the Tenancy however it ends.

## 2. GRANT OF THE TENANCY

2.1 The University lets the Room to the Student together with the right to use the Communal Areas for the Tenancy Term subject to the provisions contained in this Agreement.

## 3. RENT

3.1 The Student may pay the Rent in either:

3.1.1 one instalment payable immediately;

3.1.2 three instalments due on 30<sup>th</sup> September 2026, 12<sup>th</sup> January 2027 and 13<sup>th</sup> April 2027

3.2 The Student shall pay at least one instalment of the Rent on or before the First Rent Payment Date.

3.3 If the Student is taking occupation of the Accommodation as a replacement for another student during the Tenancy Term the Student will pay pro rata Rent.

3.4 No rebate of Rent will be given by the University for any period of absence including vacations, course placements and residential courses.

## 4. DEPOSIT

4.1 The Student must pay to the University the Deposit on the date of this Agreement.

4.2 At the end of the Tenancy, the University shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

4.2.1 make good any damage to the Accommodation or the Contents (except for fair wear and tear) caused by the Student's failure to take reasonable care of the Accommodation or Contents;

4.2.2 replace any of the Contents which may be missing from the Accommodation;

4.2.3 pay for the Accommodation and the Contents to be cleaned if the Student is in breach of its obligations under Clause 7.1; and

4.2.4 pay any Rent which remains unpaid;

4.3 The Student accepts that in respect of Communal Areas within the Accommodation, the Student will be jointly and severally liable with the other residents of the Accommodation and the Student agrees to the University withholding such proportion of the Deposit as may be reasonably necessary pursuant to clause 4.2.1 to 4.2.3. For the avoidance of doubt the Student will only be liable for their own Rent and will not be liable for the unpaid rent of any other Student.

4.4 The University will provide the Student with an itemised list of any charges in relation to the withheld Deposit.

4.5 The Student will be liable for any additional charges in accordance with this clause in excess of the Deposit.

4.6 No interest will be payable in relation to the period the Deposit is held.

4.7 The University will endeavour to return any part of the Deposit due to the Student within 28 days of the end of this Agreement. At the time of return of the Deposit, additional reasonable charges related to returning the Deposit may be deducted (e.g. international bank transfer fees).

4.8 The Deposit is initially held by the University as security for the Student's obligation to take the Tenancy. If the Student does not take the Tenancy due to their non-enrolment at the University, the deposit will only be refunded where the Student gives the University at least 10 Working Days' notice prior to the commencement of the Tenancy Term.

4.9 Where the Student vacates the Accommodation before the end of the Tenancy Term, the University reserves the right to withhold the deposit

## 5. USE OF ACCOMMODATION

5.1 The Student agrees to comply with the terms of this Agreement and shall:

5.1.1 provide their own bedclothes, pillows, crockery, cooking utensils and cutlery;

5.1.2 keep the Accommodation clean and tidy using cleaning equipment and materials provided by the Student;

5.1.3 ensure that any electrical equipment including computer equipment is safe to use and does not pose a danger to the Student, other residents or any other person and does not disrupt the University's computer network;

5.1.4 permit the University (if reasonably required) to test any electrical equipment including computer equipment and in the event that the equipment proves to be unsafe, to pay the costs of such tests and not to use the equipment until it is repaired and passes any re-test which the University deems appropriate;

5.1.5 comply with all regulations imposed by the University in relation to the use of computer facilities when using the University network connection facility provided in the Accommodation;

5.1.6 move (on reasonable notice provided to the Student by the Accommodation and Business Manager) to alternative accommodation provided by the University to permit repairs, maintenance and/or redecoration and any other works or for any other reason that the University deems reasonably necessary. (Unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Agreement, the Student will have the right to terminate this Agreement (without having to comply with clause 11 as an alternative to relocating));

5.1.7 report any loss or damage caused to the Accommodation or its Contents promptly to the Accommodation and Business Manager and to pay for any loss or damage on demand;

5.1.8 send the University a copy of any notice or other communication affecting the Accommodation within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the University

5.1.9 promptly send to the University (care of the Accommodation and Business Manager) a copy of any communication the Student receives which is likely to affect the Accommodation (including the Communal Areas)(such notice from the police or local authority);

- 5.1.10 remove rubbish and recyclable items to the areas designate as indicated on the 'Useful accommodation information' booklet which can be found at <http://www.tees.ac.uk/sections/accommodation/> click on your allocated site and then download the booklet; and
- 5.2 The Student shall not:
- 5.2.1 use the Accommodation for the purposes of conducting a business, including using the Accommodation's address as a registered business address at Companies House.
- 5.2.2 keep any pets on or in the Accommodation, except where required for medical reasons where the prior written consent of the University has been obtained (such consent not to be unreasonably withheld);
- 5.3 The Student shall not do anything to or on the Accommodation that:
- (a) causes a nuisance, annoyance or damage to other residents, occupiers of neighbouring, adjoining or adjacent Accommodation, or the owners or occupiers of them; or
- (b) involves using the Accommodation for illegal purposes; or
- (c) has the effect of invalidating the insurance that the University has taken out in accordance with Clause 8.2;
- (d) would lead to a breach of the Disciplinary Regulations.
- 5.4 The Student agrees pursuant to clause 5.3(a) to have due regard for other residents and to keep noise to a reasonable level at all times and in particular at a low level between the hours of 11pm and 8am Sunday to Thursday and midnight to 8am Friday and Saturday.
- 5.5 The Student shall not:
- 5.5.1 authorise or permit any other person to occupy the Accommodation or any part of it to sleep in or use the Accommodation as a residence. Visitors of the Student staying as guests at the Accommodation may stay for up to a maximum of two nights per week provided further that these should not be the same two nights each week and should be on an occasional basis rather than a regular occurrence;
- 5.5.2 permit any visitors or overnight guests to the Accommodation under the age of 18;
- 5.5.3 keep or possess any firearms, weapons of any kind including air guns and imitation fire arms, explosives, ammunition or fireworks in the Accommodation;
- 5.5.4 bring into, or use in the Accommodation any pan for the purposes of deep fat frying that does not have a factory fitted thermostatic control;
- 5.5.5 bring into, use or cause or allow to be brought or used, any unlawful drugs or other substances including psychoactive substances in the Accommodation.
- 5.5.6 bring into, use or cause or allow to be brought or used, any oil, paraffin or electric heating other than that provided by the University. Any such item will be removed and returned upon vacation of the Accommodation by the Student;
- 5.5.7 store oil, paraffin or spirit based fuels and other flammable liquids and gases. Any such items found will be removed and returned to the Student upon vacation of the Accommodation.
- 5.5.8 use candles, oil burners, incense sticks, sun beds or fireworks in or around the Accommodation and/ or Communal Areas.
- 5.5.9 interfere with any fire-fighting and/or fire prevention equipment located in the Accommodation.
- 5.5.10 smoke or allow others to smoke within the Accommodation (with reference to the University's 'No Smoking Policy', including e-cigarettes and vaping apparatus) available via <https://connect.tees.ac.uk/docs/publicdocumentslibraries/default-document-library/smoking-and-vaping-policy.pdf>
- 5.5.11 throw or deliberately or recklessly drop anything from windows, doors or fire escapes in the Accommodation.
- 5.5.12 obstruct emergency escape routes or 'wedge open' fire doors.
- 5.6 The Student shall be fully liable for all costs associated with cleaning, decoration and replacement of any items to return the Accommodation to its original state and to remove all smoking stains, smells and side effects;
- 5.7 The University reserves the right to take action against the Student as outlined in the Disciplinary Regulations for any breaches referred to in this clause 5.
- 5.8 The Student agrees that a Warden may live alongside the Student and the other residents in the Accommodation.
- 5.9 The University will remove from the Accommodation any article which could be regarded as an offensive weapon.
- 5.10 The University will remove any item that constitutes a serious nuisance or a fire or safety risk but will return it to the Student on termination of this Agreement.

## 6. USE OF ACCOMMODATION

The Student shall not assign, sublet, part with or share possession of the whole or any part of the Accommodation save as may be permitted in accordance with 5.5.1.

## 7. REPAIRS AND ALTERATIONS

- 7.1 The Student shall keep the interior of the Accommodation clean and tidy and shall keep the Contents in good and clean condition and shall return the Accommodation and the Contents to the University at the end of the Tenancy in the same state (except for fair wear and tear) as at the date of this Agreement.
- 7.2 The Student shall pay for all broken glass at the Accommodation where the Student or anyone at the Accommodation with the Student's permission causes the breakage.
- 7.3 The Student shall not cause any blockage to the drains, gutters and pipes of the Accommodation. This obligation does not require the Student to carry out any works or repairs for which the University is liable under Clause 8.5.
- 7.4 The Student shall not make any alteration or addition to or redecorate the Accommodation.

## 8. UNIVERSITY'S OBLIGATIONS

- 8.1 The University shall use all reasonable endeavours (save in respect of any interruptions caused beyond the reasonable control of the University) to provide heat, light and hot water to the Accommodation.
- 8.2 The University shall insure the Accommodation and Contents against loss or damage caused by fire and such other risks against which the University may have insured. The University will provide the Student with a summary of the relevant insurance requirements if requested.
- 8.3 The University will provide basic contents insurance for the Student's personal belongings in the Room and shall provide a copy of the insurance cover to the Student if requested. The University shall not be responsible for the loss or damage to personal property belonging to the Student not covered by the basic contents insurance unless through a negligent act of the University.
- 8.4 The University shall make good any damage caused by a risk against which the University has insured, unless the damage was caused by the willful actions, negligence or default of the Student.
- 8.5 In accordance with section 11 of the LTA 1985, the University shall:
- 8.5.1 keep in repair the structure and exterior of the Accommodation (including drains, external pipes, gutters and external windows);
- 8.5.2 keep in repair and proper working order the installations in the Accommodation for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- 8.5.3 keep in repair and proper working order the installations in the Accommodation for space heating and heating water.
- 8.6 The University shall not be required to:
- 8.6.1 carry out any works or repairs for which the Student is liable by virtue of this Agreement; or
- 8.6.2 keep in repair or maintain anything which the Student is entitled to remove from the Accommodation.
- 8.7 The University shall keep in repair the cooker, fridge and freezer (if these appliances are at the Accommodation).

8.8 Where the University is required to carry out planned works or repairs to the Accommodation, it will use reasonable endeavours to avoid inconvenience and/ or keep disturbance to a minimum.

## 9. DEFAULT BY THE STUDENT

9.1 The University reserves the right to terminate this Agreement and re-enter the Accommodation on not less than four weeks written notice to the Student if:

- 9.1.1 the Rent (the whole or any part) is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 9.1.2 the Student has breached this Agreement;
- 9.1.3 the Student is expelled or excluded from the University and/or from the Accommodation under the Disciplinary Regulations;
- 9.1.4 the Student does not have status as a current student of the University;
- 9.1.5 the Student is suspended or restricted under the Disciplinary Regulations or any other University Regulations or interrupts their studies;
- 9.1.6 the Student is convicted of a criminal offence; or
- 9.1.7 in the reasonable opinion of a duly authorised officer of the University the Student's behaviour constitutes a nuisance, annoyance or interference to the University or other residents and/or authorised users of the University or neighbouring property;
- 9.1.8 in the reasonable opinion of a duly authorised officer of the University the Student constitutes a serious risk to him/herself or others or the University's or other's property;
- 9.1.9 the Student breaches the Disciplinary Regulations.

This Clause 9.1 does not affect any rights of the Student under the Protection from Eviction Act 1977. The University cannot evict the Student without a court having first made an order for possession.

9.2 If the University re-enters the Accommodation pursuant to clause 9.1 then the Tenancy shall immediately end and the Deposit will not be refunded to the Student. Any right or remedy of the University in respect of any breach of the terms of this Agreement by the Student will remain in force.

9.3 If the Student breaches this Agreement or fails to fulfil any of its obligations under this Agreement the Student shall:

- 9.3.1 pay any reasonable costs properly incurred by the University in remedying such breaches or in connection with the enforcement of those obligations;
- 9.3.2 remain liable to pay the Rent for the Tenancy Term or until a suitable replacement is found; and
- 9.3.3 not be permitted to occupy official University accommodation in the future, nor will the Accommodation and Business Manager be authorised to assist the Student in finding private sector accommodation
- 9.3.4 not be entitled to return as the guest of any other person unless they first obtain the written permission of the Director of Campus Services. Such consent may be given at the entire discretion of the Director of Campus Services.

## 10. UNIVERSITY'S RIGHT TO ENTER THE ACCOMMODATION

10.1 The University reserves the right for the University, or any person acting on behalf of the University, to enter the Accommodation on prior notice to the Student:

- 10.1.1 to regularly inspect the condition and state of repair of the Accommodation;
- 10.1.2 to carry out the University's obligations under this Agreement;
- 10.1.3 to carry out repairs or alterations to the adjoining premises;
- 10.1.4 to take gas, electricity or water meter readings;
- 10.1.5 for any purpose mentioned in this Tenancy or connected with the University's interest in the Accommodation or any other Accommodation; and
- 10.1.6 to show prospective Students around the Accommodation.

10.2 Where the University requires entry to the Accommodation, the University will endeavour to provide the Student with 24 hours' notice (including for any urgent repair works which need to be carried out), except in the following circumstances:

- 10.2.1 In the case of an emergency;
- 10.2.2 where immediate repairs to the Accommodation are required;
- 10.2.3 to investigate or attend to a health or safety matter;
- 10.2.4 where the University has a safeguarding concern;
- 10.2.5 where the University has reasonable cause to be concerned about the Student's welfare; and
- 10.2.6 where the need for repair was reported by the Student.

10.3 The University has the right to retain a set of keys to the Accommodation, which shall only be used with the prior consent of the Student, except in an emergency or any of the circumstances listed at 10.2.

## 11. EARLIER TERMINATION OF THE TENANCY

11.1 The Student agrees that it may not terminate this Agreement without the Accommodation and Business Manager's written permission. Permission may be withheld at the Accommodation and Business Manager's entire discretion and will only be granted for the spring/summer term if the Accommodation and Business Manager has received an application from another suitable student wishing to occupy the Room.

11.2 If the Student vacates the Room prior to the end of the Tenancy without the written permission of the Accommodation and Business Manager the Student shall remain liable to pay the Rent in accordance with clause 3 until a suitable replacement student is found either by the University or the Student.

11.3 The acceptance of a replacement student pursuant to 11.2 shall be at the Accommodation and Business Manager's entire discretion.

11.4 The Student agrees that the University may terminate this Agreement on not less than four weeks written notice to the Student if the Student ceases to be a registered or enrolled student of the University or the Student interrupts their studies for a period.

11.5 The Student can terminate this Agreement where they have an existing medical condition and this was declared on their application (and medical evidence provided). In such instances, the Student will be liable for a minimum of 4 weeks' rent or to the end of the current term, whichever is the longer.

## 12. EXPIRY OF THE TENANCY

12.1 At the end of the Tenancy, the Student shall return the Accommodation and the Contents to the University in good and clean condition and in no worse condition than at the date of this Agreement (fair wear and tear excepted).

12.2 The Student shall provide the University with a forwarding address once the Tenancy has come to an end.

12.3 The Student shall remove all personal possessions from the Accommodation once the Tenancy has ended. If any of the Student's personal possessions are left at the Accommodation after the Tenancy has ended, the Student will be responsible for meeting all reasonable removal and storage charges. The University will remove and store the possessions for a maximum of 14 days. The University will take reasonable steps to notify the Student at the last known address. If the items are not collected within 14 days, the University may dispose of the items and the Student will be liable for the reasonable costs of disposal.

12.4 The Student must return the keys to the Accommodation to the security office on the ground floor of the University library (or in the case of Accommodation in Cornell Quarter, to the Reception Desk in Cornell Quarter) and the Student must sign the register to evidence that the keys have been returned. Failure to sign for the return of keys will result in a charge to the Student for replacement keys.

## 13. NOTICES

13.1 Any notice to the University sent under or in connection with this Agreement shall be deemed to have been properly served if:

13.1.1 sent by first class post to the University's address given in Clause 13.4; or

13.1.2 left at the University's address given in Clause 13.4

13.2 Any notice sent to the Student under or in connection with this Agreement shall be deemed to have been properly served if:

13.2.1 sent by first class post to the Accommodation; or

13.2.2 left at the Accommodation.

13.3 If a notice is given in accordance with Clause 13.1 or Clause 13.2 it shall be deemed to have been received:

13.3.1 if delivered by hand, at the time the notice is left at the proper address; or

13.3.2 if sent by first-class post, on the second Working Day after posting.

13.4 The University's address for service is Accommodation and Business Manager, Campus Services, Second Floor, Middlesbrough Tower, Teesside University of Borough Road, Middlesbrough TS1 3BA.

## 14. THIRD PARTY RIGHTS (EXCLUDING RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999)

14.1 A person who is not a party to this agreement shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 15. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 16. CHARITY

16.1 The Accommodation is held by Teesside University, an exempt charity.

## 17. UNIVERSITIES UK (UUK) GUILDHE ACCOMMODATION CODE OF PRACTICE

17.1 The University has signed up for an approved Code of Practice for the management of our Accommodation, which is overseen by Universities UK (UUK) / GuildHE Accommodation Code of Practice. Information about the Code of Practice can be found via the following link <https://www.accommodationcode.ac.uk/>

**This Agreement has been entered into on the date stated at the beginning of it.**