



OCCUPANCY CONDITIONS

ST CATHARINE'S COLLEGE, CAMBRIDGE

1 Meanings

1.1 In these Conditions the following words and expressions shall bear the meanings stated:

Agreement: The Occupation Agreement to which these Conditions are attached

Contents: The contents, furniture and effects provided for use by the Student in the Room or in the common parts of the Building

1.2 The following words and expressions shall have the meaning ascribed to them in the Agreement

Building; College; College Regulations; Occupation Period; College; Residence Charge; Room; Student; University Regulations

2 Interpretation

2.1 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

2.2 Any promise by the Student not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by any other person

2.3 The headings to the clauses shall not affect the construction of this Agreement

3 Rights Included in and Excepted by the Agreement

3.1 The following rights are granted for the benefit of the Student and the Student's visitors in common with all other residences similarly entitled

3.1.1 The right to the free passage and running of water, soil, electricity and other services from and to the Room

3.1.2 The right to use shared toilet, shower, bathroom and cooking facilities in the Building and to use the public rooms and facilities of the College which are provided for the benefit of Junior Members of the College

4 The Student's Obligations

4.1 To pay to the College the Residence Charge on or before the dates specified in the Schedule

4.2 To vacate the Room no later than 10.00 am on Sunday September 24th 2018, handing all keys to the Room to the Head Porter of the College or as he or she shall direct and by these times and dates to remove all his or her possessions from the Room unless he or she has received prior written approval of the College otherwise

4.3 To observe the University Regulations, the College Regulations, the Dean's Notice, and the College's Accommodation Handbook, and to comply with, and to use their best endeavours to assist and enable the College to comply with, all relevant Statutory requirements, including those relating to Fire and Health & Safety regulations and guidelines.

4.4 Residents are requested to view the online fire safety video every year before moving into their accommodation, at the start of the academic year. Please access the video at: <https://sms.cam.ac.uk/media/1525119>

4.5 Not to tamper with, misuse or damage any equipment which are provided by the College in the interests of Health and Safety (including but not limited to firefighting equipment and fire doors)

4.6 To keep the interior of the Room and all its fixtures and fittings, and all bathrooms, kitchens and other communal areas and access routes associated with the Room, in neat, clean and hygienic condition (fair wear and tear and damage by accidental fire only excepted) and at the determination of the Occupation Period, or on the transfer by the College of the Student to another room in the College, to hand back occupation of the Room to the College in such neat condition

4.7 For Residents of Barton Road, Brookside, 86 & 88 Chesterton Road, Coleridge Road, Lingholme Close, Russell Street and South Green Lodge

To report promptly any maintenance issues, damage and/ or repairs required, and to give access to the College or the College's agents with or without workmen at any time.

4.8 For Residents of 9 Fitzwilliam Road and 11 Harvey Road

To report any maintenance issues, damage and/or repairs to Gonville & Caius College via www.helpdesk.cai.cam.ac.uk ,and to give access to the College or the College's agents with or without workmen at any time.

4.9 To occupy the Room personally or if the accommodation is provided for double occupancy to ensure that only the two nominated occupants occupy the Room (which term includes any flat or apartment as relevant)

4.10 Not to purport to assign, charge, or in any other way allow another person to occupy the room or any part thereof nor to share occupation thereof

4.11 Not to bring into the Room any items of furniture, decoration, floor coverings, fixtures or fittings or any cooking appliances including toasters, or fridges, any heating or cooling appliances or fans and the like, without the College's written permission which will only be granted on medical or similar grounds (applications should be made to the Buildings and Services Manager at bsm@caths.cam.ac.uk)

4.12 Not to keep any animal, bird or reptile in the Room

4.13 Not to use the Room or allow it to be used for any professional trade or business or any illegal or immoral purpose, nor any activity in contravention of the College's obligations to comply with the UK Government's anti-terrorist Prevention Duty, nor in any way (including by way of excessive noise) which may be a nuisance, damage or annoyance to the College or to the other Students or neighbours in the vicinity

4.14 To be responsible for ensuring the maintenance of security in the College's buildings by closing and locking doors when appropriate (and in case of doubt referring to the College Porters) and reporting any suspicious matters to the Porters.

4.15 To pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the College in or in contemplation of

4.11.1 the preparation and service, should that be required, of any notice or of any proceedings under sections 146 and 147 of the Law of Property Act 1925

4.11.2 the recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith

4.16 To ensure that all the Student's property is removed from the Room and associated communal areas at the end of the Occupation Period and that all rubbish is disposed of in an approved and responsible manner.

4.17 To give access to the Room on a weekly basis for cleaning

4.18 Not to tamper with the College's property or systems

4.19 To comply with the Colleges' internet usage policy.

4.20 Should a student breach any of these obligations then the College shall have the right to either allocate them a different room without notice or change in rent, or not allow them to continue living in College rooms. The Student agrees by signing the Agreement to pay the costs of any repairs or necessary replacements of the College's goods or property deemed by the College Dean to be caused by or the responsibility of the Student.

5. The College's Obligations

5.1 The College agrees with the Student that the Student, on paying the Residence Charge and performing all the obligations on the Student's part herein contained may, subject to Paragraph 3.3 of the main Agreement set out above, occupy and enjoy the Room during the Occupation Period.

5.2 The College shall provide to the Student services for the cleaning of the Room, the frequency and amount of which shall be reasonable but entirely within the discretion of the College

5.2 So far as practicable the College shall keep clean and reasonably lighted the passages landings staircases and all shared toilet shower and bathroom facilities and kitchen areas in the Building

5.3 The College shall provide for use by the Student in the Room and the common parts of the Building such furniture and effects as the College shall from time to time determine

6 Agreements and Declarations

Provided Always that it is hereby agreed and declared as follows:

6.1 For the avoidance of doubt, and without prejudice to the status of the Agreement as a Licence to occupy, if the Residence Charge or any part thereof or any other money payable under this Agreement shall be in arrear or unpaid for at least twenty-one days after the same shall become due (whether formally demanded or not) or in the event of the breach of any of the undertakings on the part of the Student herein contained the College will exercise its right to enter the Room and immediately thereupon the Student's occupation shall absolutely determine but such entry shall be without prejudice to any right or remedy which the College may have in respect of any antecedent breach or non-observance by the Student of any of the provisions of this Agreement

6.2 If the Residence Charge or any part thereof or any other money hereby made payable shall not be received by the College within fourteen days after the same shall have become due then in addition and without prejudice to the right of entry in clause 6.1 hereof or any other remedy of the College, the College shall be entitled to charge a surcharge of £10 and if payment is not received within 21 days of the date on which sums fall due the College shall be entitled to charge interest at the rate of 2% per month or

part thereof on the sum or sums due to the College from the date on which sum or sums fall due until the day on which payment is received by the College

6.3 The Student acknowledges that this Agreement is an agreement linked to the provision of academic services by the College and that the College, as College, has the right to withhold presentation of the Student for any degree of the University of Cambridge until such time as all indebtedness under this Agreement is discharged, settled on terms, or waived

6.4 Any person who is not the Student and who makes payments due from the Student under this Agreement does so as agent for the Student

7 The College hereby gives notice to the Student that the Student may serve notices (including notices in proceedings) on the College to the Bursar, via the Porters' Lodge, with a copy by email to senior.bursar@caths.cam.ac.uk copied also to bursar.secretary@caths.cam.ac.uk until the College gives to the Student notice of an alternative address in England or Wales for that purpose