

UNDERGRADUATE OCCUPANCY TERMS & CONDITIONS (2020-2021)

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; Accommodation Charge; Room; Student; University Regulations.

2. Interpretation

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

2.3 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.

2.4 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 Accommodation Charge on or before the dates specified in the Agreement

4.2 To vacate the Room no later than 10.00 am on the final day of each Period of Residence. All keys should be handed in and signed for at the Porter's Lodge. Any keys not returned and signed for will incur excess rent charges at vacation rate per day until the keys are returned. All wanted and unwanted possessions should be removed from the room. The College does not have the facilities and resources to recycle and dispose of your unwanted possessions. Rooms not cleared of all these possessions will incur a penalty charge of £150. You will not be able to reoccupy the room until the first day of the following Period of Residence.

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 All Students will have paid **Caution Money of £175, which is a College deposit**. This is refundable upon completion of your course as long as you have not damaged any College property, or owe the College money in any other way. *Please note this is not an accommodation deposit* - even if you move out of College accommodation during your course, your Caution Money is not refunded to you until you have graduated from your course.

4.7 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. 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. The cost of rectifying any damage beyond reasonable wear and tear will be recovered from the Caution Money deposited by the Student. Any additional costs over and above the Caution Money will be billed to the Student.

4.8 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.

4.9 To occupy the Room personally

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 keep any animal bird or reptile in the Room

4.12 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 Accommodation Manager at accommodation@caths.cam.ac.uk). Any items brought into the College after receiving written permission must be removed by the Student at the end of the Easter Term Occupancy Period.

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 obligation to comply with the UK Government's anti-terrorist Prevent 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:

4.16.1 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;

4.17.2 The recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith

4.18 To ensure that all of 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. The Student undertakes at the end of each period of their occupation to return their room to the College and communal facilities utilised by the student in the same condition as at the start of their period of occupation. All personal items and belongings must be removed by the student in a timely manner, before the end of their occupation. Failure to do so will result in the occupant being charged for all removal and disposal costs incurred, plus a penalty charge of £150. Kitchen/gyp facilities must be cleared of all personal items, including foodstuffs, perishable goods and personal cooking items, crockery and cutlery. Cupboards must be emptied and refrigerators completely cleared.

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

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

4.21 To comply with the Colleges' internet usage policy.

4.22 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 Accommodation Charge and performing all the obligations on the Student's part herein contained may, subject to Paragraph 3 of the main Occupancy Agreement, 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

5.3 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

5.4 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 Accommodation 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 Accommodation 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 bursar@caths.cam.ac.uk until the College gives to the Student notice of an alternative address in England or Wales for that purpose.