

UNDERGRADUATE STUDENT OCCUPANCY AGREEMENT
ST CATHARINE'S COLLEGE, CAMBRIDGE

1. Parties

- 1.1 The College - St Catharine's College, Trumpington Street, Cambridge CB2 1RL
- 1.2 The Student

2. Particulars

- 2.1 Building - College-owned accommodation
- 2.2 The Accommodation Charge - The Accommodation Charge is the total of: termly rent, utility costs broadband and Kitchen Fixed Charge. Bills will be issued at the start of each term and should be paid within four weeks
- 2.3 Occupation Period - The period commencing on Saturday 3rd October 2020 and ending on Friday 2nd July 2021 (dependent on your individual contract).
- 2.4 University Regulations - The Statutes Ordinances and Regulations of the University of Cambridge for the time being in force.
- 2.5 College Regulations - The Rules and Regulations of the College for the time being in force, as found in the Statutes, Ordinances and Student Accommodation Handbook.

3. Occupancy Options

3.1 Short Contract

The student will have sole use of the room for the College Periods of Residence, which are;
03/10/2020 – 13/12/2020 (06/12/2020 for first years)
09/01/2021 – 21/03/2021
17/04/2021 – 27/06/2021 (or 02/07/2021 if you are graduating)

The student will have sole use of the room for the College Periods of Residency only. You may book this room or an alternative for part of the Christmas and/or Easter Vacation. Excess rent will be charged at vacation rate. However, outside of the normal periods of residence and those dates booked over the Christmas/Easter Vacations, the room is used by conference guests and therefore it must be vacated and all personal belongings removed. Under this contract type the accommodation charge will be spread over the three months of term when charged to your College bill.

3.2 Long Contract

The student will have sole use of the room for the College Periods of Residence and additional weeks, which are;

03/10/2020 – 20/12/2020

09/01/2021 – 27/06/2021 (or 02/07/2021 if you are graduating)

The student will have sole use of the room from the start of the Michaelmas Term to the end of the Easter Term (with the exception of the Christmas shut-down period when all students in College accommodation must move to a room in Woodlark). Excess rent will be charged at vacation rate. Under this contract type the accommodation charge will be spread over the three months of term when charged to your College bill.

4. The Agreement

- 4.1 The College agrees to hire out and the Student agrees to take the Room for the Terms within the Occupation Period. In the unlikely event that the Senior Tutor grants permission to live out, one full Term's notice will always be required, otherwise the Accommodation Charge will be payable in full.
- 4.2 The Accommodation Charge to be paid by the Student is the total charge payable for the right to occupy the Room during the Occupation Period.
- 4.3 The College and Student acknowledge that this agreement is a personal right granted by the College to the Student for the occupation of a room in College. It confers no title, estate or proprietary interest on the Student. The College reserves the right to require the Student to move to another similar room in the College should the College authorities in their absolute discretion so require at any time. The Student acknowledges the right of the College to enter the Room at any time for the maintenance, cleaning and servicing of the Room, for regular inspections and for emergencies.
- 4.4 In the event that above clause numbered 4.3 (which shall be severable from this Agreement if it is declared invalid, unenforceable or of no effect and which does not and is not intended to confer any interest on the Student beyond that of Licensee) and further in the event, and only in the event, that this Agreement is held by a court of competent jurisdiction to create a tenancy, the College and the Student confirm that: (i) for the purposes of the Housing Act 1988 the College is a specified educational institution and the Student is pursuing or intending to pursue a course of study at that specified institution or at the University of Cambridge and (ii) notwithstanding the opening words of this paragraph, should any tenancy be created hereby it is not an assured tenancy nor an assured short-hold tenancy.
- 4.5 The Student and College each agree to observe and perform the obligations set out in the Document headed "Conditions" attached to the Student's copy of this Agreement and to be found on the College Website under 'College Life – Current Students – Student Accommodation Handbook' and which are deemed to be incorporated into this Occupancy Agreement.

5. Termination of Agreement

5.1 In the event the Student:

- a) is in breach of his or her obligations under this Agreement;
- b) is found guilty by the College, the University or the courts of a serious offence including but not limited to substance abuse or supply, violent or aggressive behaviour, harassment or damage to property; or

- c) intermits or ceases to be a full-time student of the University, the College may terminate the license made under this Agreement.
- 5.2 Should the College decide not to terminate the license under 5.1(a) or (b) but the breach or behaviour continues or is repeated then the College reserves the right to terminate the license on that basis. A written warning to this effect will be served on the Student.
- 5.3 If the College decides to terminate the license under 5.1(b) then it may continue to do even if an appeal is made by the Student with regard to those disciplinary or criminal proceedings that gave rise to the termination of the license under 5.1(b).
- 5.4 In the event the College decides to terminate this license then a written Notice to Quit shall be served on the Student giving him or her not less than four weeks to quit those premises made available under this Agreement.
- 5.5 The Student remains liable for the license fee up to and including the date of vacation. The College will return to the Student any excess license fee, key deposit or other monies paid by the Student and refundable under this Agreement less any reasonable costs and expenses of the termination.
- 5.6 Monies payable to the Student will only be paid after the Student has quit to the satisfaction of the College those premises made available under this agreement.
- 5.7 In the event the Student has not quit those premises made available under this Agreement the College may apply to the court for an order for possession of those premises. In the event such an order is granted the College will ask the court further to order the Student pays the College loss of income and its reasonable legal costs and expenses incurred in the contemplation, preparation, prosecution and enforcement of those legal proceedings with interest.

Signed for and on behalf of the College



Bursar

Date: 08 September 2020