Terms and Conditions for the Occupation of College owned Accommodation

Graduate

1. **The Licence**

1.1 These Terms and Conditions apply to the occupation of rooms by Junior Members of the College. Lettings are on the basis of a Licence, signed on behalf of the College before the commencement of occupation, and which the Licensee is deemed to have entered into when they take possession of the keys to the room listed on the Licence agreement.

1.2 The College reserves the right to vary the premises allocated from time to time during the course of the Licence and, if appropriate, to vary the accommodation charge. In both cases due notice would be given.

1.3 The use of the premises provided is for the Licensee's own single occupation only.

1.4 This Licence shall at all times be construed as a personal Licence with the Licensee and shall not be transferred assigned or sublet, nor shall occupation of the Premises be shared or parted with.

1.5 The Licence also permits the Licensee to use any furniture, fittings and equipment in the rooms provided, and to use all communal facilities.

1.6 The Licensee acknowledges that the College is entitled to enter the Premises at any time and for any reason whatsoever during the Licence Period, and the Licensee agrees that he or she will not obstruct or interfere with the College's rights of possession and control of the Premises or with the rights of any third parties to use the Premises. The College reserves the right to use the Premises at all times outside the Licence Period, when the Licensee is not in residence, and to retain any sums arising in consequence of such use.

1.7 This Licence is restricted to the Premises.

1.8 The Licensee acknowledges and agrees that this Licence does not confer any tenancy upon it and that possession and control of the Premises is retained by the College subject to the conditions of this licence.

2. **Licensee's Obligations**

The Licensee covenants and agrees:

2.1 Not to remove or damage any furniture, fittings, furnishings or equipment belonging to the College.

2.2 Not to carry out any decoration, maintenance or alterations to the Premises or other structures or buildings. Pictures may not be hung from walls except where a picture rail exists. Nothing may be pinned or fixed directly to the walls.

2.3 To observe fire and safety regulations and not to tamper with fire fighting equipment.

2.4 Not to install electrical apparatus containing heating elements (fires, cookers) but kettles can be used, nor to use electrical apparatus which consumes over 1000 watts and which does not automatically switch off. All electrical apparatus must conform to the appropriate British Standard or equivalent and must pass the College's safety test.

2.5 Not to change locks or to copy the keys to the Premises.

2.6 A graduate student who intermits or works away from Cambridge for any reason for a period of less than three calendar months, may continue to rent the room, at normal rates. Alternatively they may, if possible, give 4 weeks’ notice in writing to the College Registrar that they wish to vacate the room - removing their possessions, so that the room can be let to another person. If the date of return to Cambridge is known then, should they so wish, the College will reserve the same room for them or an alternative room subject to availability. When a graduate student intermits or works away from Cambridge for more than three calendar months, they are normally required to vacate their allocated room.

2.7 Not to cause or permit the use of the Premises in such a way as to cause damage to it or the contents or to cause annoyance or danger to other persons nor to overload or misuse any services supplying the Premises.

2.8 Not to keep a pet or other animal in the room, except a guide dog.

2.9 Where there is a telephone socket on the Premises to be responsible for all connection and disconnection arrangements, and all financial liabilities arising there from.

2.10 To obtain a **TV licence** to download or watch BBC programmes on demand, including catch up TV, on BBC iPlayer (this applies to any device and provider you use). You will also need a TV Licence to watch or record programmes on any channel as they are being shown on TV or live on an online TV service.
2.11 Not to keep any firearm or airgun, and no ammunition, fireworks, explosives or other hazardous materials, or candles or other appliances using a naked flame.

2.12 To move to alternative College premises if required.

2.13 To pay to the College the Accommodation Charge and any additional charges by the date specified within the College Bill.

2.14 To collect, each Licence period, the key to the Premises upon arrival from the Porter's Lodge and swipe to record this.

2.15 To return, at the end of each licence period, the key to the Premises on departure to the Porter's Lodge and swipe to record this.

2.16 To be responsible for any damage to the Furniture and Effects during the Licensee's occupation.

2.17 To immediately upon the occurrence of any damage to the Premises or Furniture and Effects in any way attributable to the Licensee or any guest of the licensee make good the same, or pay the College.

2.18 To keep the Premises at all times in a clean and tidy condition and to keep the Premises secure.

2.19 Not to do anything nor permit anything to be done to invalidate any insurance of the Premises affected by the Licensor (the College), and not to do anything by which additional insurance premiums may become payable.

2.20 Not to use or permit the Premises to be used for any illegal purposes and in particular (but without prejudice to the generality of this sub clause) not to allow drugs of any type to be taken kept or used on the Premises except such which may be authorised or prescribed by a duly qualified medical practitioner.

2.21 To observe these obligations, and any other regulations pertaining to accommodation as specified in the Student Accommodation Handbook and the College rules and regulations.

2.22 To be responsible for all reasonable costs incurred by the College as a result of a breach of these obligations.

2.23 The Licensee is responsible for his/her personal possessions in the room or on other College premises, and no liability is accepted by the College. The Licensor shall not be responsible for any accidents or damage affecting the Licensee's goods and the Licensee is strongly advised to take out an insurance policy to cover loss or theft.

3. Termination

3.1 The Licence is for fixed periods as laid down on the signature form and cannot be terminated early except under the conditions specified in 3.2 - 3.4. The Licence expires at the end of the periods without further notice being given.

3.2 The Licence may be terminated by completion of a surrender agreement upon the Licensee ceasing to study in the College or ceasing to be treated as continuing in residence, whether by reason of withdrawal, postponement, suspension, exclusion or otherwise. For this purpose, a person is studying in the College if they are registered as a student with the Student Registry, engaged in a course in the University, or some other course of study approved by the College, and is assigned a Tutor.

3.3 This Licence will terminate on such notice as is fair and proportionate in all the circumstances of the case if, in consequence of the College disciplinary procedures, it is determined that the student has committed an offence against the discipline of the College justifying its termination.

3.4 The right to occupy College accommodation under this Licence may be terminated with 4 weeks notice in writing if the Licensee is in debt to the College and, in accordance with the Standing Orders of the College, it is determined that there are no mitigating circumstances to justify the continued residence of the Licensee until the debt is paid or if the Licensee is in material breach of any of the terms and conditions set in this document.

3.5 The licensee wishes to terminate the agreement (and move out of College-owned accommodation for the remainder of the academic year) before the end of the period 4 weeks notice, in writing, must be given to the College Registrar.

3.6 Where the Licensee is undertaking a one-year course the College will invite the Licensee in May 2018 to provide details of when the licensee will vacate the Premises. The date specified by the Licensee will be taken as the end of the Licence Period without further notice being given and the Premises must be vacated by this date.

August 2017