

## **GONVILLE & CAIUS COLLEGE, CAMBRIDGE (the “College”)**

### **TERMS AND CONDITIONS FOR OCCUPATION OF ACCOMMODATION**

These terms and conditions apply to the occupation of rooms by junior members of the College and should be read alongside information published on The Venn, the College’s intranet which include the College’s Accommodation Handbook, General Handbook and the College Rules and Regulations.

Occupation agreements are on the basis of a Licence, signed by the Licensee and on behalf of the College before the commencement of occupation. The College retains possession and control of the accommodation at all times and the Licensee has no right to exclude the College from it. However, except in cases of emergency, the College will seek to give reasonable notice to the Licensee before entering the Room as set out in the Accommodation Handbook.

The College reserves the right, when reasonable to do so, to change the Room allocated to the Licensee from time to time during the course of the Licence and on giving the Licensee reasonable notice.

The use of the Room provided is for the Licensee’s own single occupation only (unless otherwise stated). The Licence is personal to the Licensee and cannot be assigned or transferred.

#### **Payment**

The accommodation charge for the Room is payable in three instalments. The due dates are published annually on The Venn, the College’s intranet. Failure to make payment by the due date may result in termination (see b) iii) below).

If the Licence is terminated early by either the College or the Licensee, the College will refund an appropriate proportion of any accommodation charge paid in respect of the period following termination.

Where the Licence is terminated by the Licensee, the College is entitled to deduct from any refund a reasonable sum in respect of any loss suffered by the College as a result of the early termination.

Interest shall be payable at the rate of 3% per annum above the Bank of England base rate for the time being (as defined by paragraph 4 of Schedule 1 to the Tenant Fees Act 2019) on any payments due under this Licence that are paid more than 14 days after the date on which they become due. Interest will be payable from the date on which the payment should have been made until the date on which it is actually paid.

## **Termination**

- a) The Licence is for the fixed Licence Period as laid down in the principal terms set out on the online acceptance form. It expires at the end date without further notice being given.
- b) The Licence may be terminated at other times in the following circumstances:
  - (i) by the College giving the Licensee 28 days' notice in writing 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 engaged in a course in the University or some other course of study approved by the College.
  - (ii) by the College giving the Licensee such notice as is fair and proportionate in all the circumstances if as a consequence of the College disciplinary procedures, it is determined that the student has committed an offence justifying its termination.
  - (iii) or Precautionary Action is required by the Academic Secretary under Statute D.
  - (iv) by the College giving the Licensee 28 days' notice in writing if the Licensee has failed to pay the full accommodation charge, whether or not formally demanded, or is in material breach of any of the terms and conditions of this agreement and in either case has failed to pay the accommodation charge or put right the breach after being given reasonable notice in writing by the College requiring the Licensee to do so.
  - (v) By the Licensee giving the College three months' notice in writing.

(If the Licensee does not vacate when the Licence comes to an end, the College will be entitled to apply to the court in order to obtain possession.)

## **Terms and Conditions**

The Licensee agrees: -

- a) to pay the accommodation charges set out on the online acceptance form in the instalments and on the dates published on The Venn and to pay interest in the case of late payment in accordance with these Terms and Conditions.
- b) not to use the Room for any purpose other than as a study bedroom for occupation by the Licensee personally and not to allow any other person to occupy or reside in the Room except in accordance with the College's policy on overnight guests published on The Venn.
- c) to regularly check the College's intranet site (the Venn) where formal announcements including, but not limited to, matters of maintenance, IT service, housekeeping, bills and charges will be published.
- d) not to remove or damage any furniture, fittings, furnishings or equipment belonging to the College.
- e) not to attach or suspend anything from the walls or ceilings of the accommodation unless fixed by the means of "Command strips" in accordance with the Accommodation Handbook. Other means of fixing items to the walls or ceilings are strictly prohibited; if you breach this term, you will be charged for the costs of undertaking any necessary décor repair. An indication of cost is detailed on the Venn.
- f) not to carry out any decoration, maintenance or alterations to the Room or other structures or buildings.
- g) to observe fire and safety regulations and not to tamper with fire safety equipment.
- h) not to obstruct any common areas of the College, including any fire exits.
- i) not to install electrical apparatus containing heating elements representing an enhanced fire risk (fires, cookers, toasters). All other electrical apparatus must conform to the appropriate British Standard or equivalent and may be inspected by the College. The College requires that all personal electrical equipment should undergo Portable Appliance Testing (PAT) by the College's representative. Further details are available in the Accommodation Handbook and on the Venn. The College reserves the right to remove (having given the Licensee a reasonable opportunity to remove articles him- or herself) any electrical equipment found to be dangerous or unsafe.
- j) not to copy keys of the Room.
- k) in the event of a key/card being lost a replacement key a charge in respect of replacing the lock to your room or obtaining a new card will be added to your College account. An indication of such charges are detailed on the Venn The loss of any key/card is to be reported promptly.
- l) to leave the Room when finally vacating, in a tidy condition.

- m) to observe the terms and conditions contained in the College Regulations and any other pertaining to accommodation and College discipline. These can be found on <https://intranet.cai.cam.ac.uk/>.
- n) to report any defects or damage to the Room and/or the communal areas or any notices received by the Licensees from third parties in respect of the accommodation or common areas to the College without delay. Defects / damage should be reported via the online ticketing system hosted on The Venn intranet by preference or to a member of staff <https://helpdesk.cai.cam.ac.uk/>.
- o) not to cause or permit the use of the Room in such a way as to cause damage to it or the contents or to cause annoyance or danger to other persons in the vicinity of the Room nor to overload or misuse any services supplying the Room.
- p) to accept responsibility for all reasonable costs incurred by the College as a result of any damage caused by the Licensee to College property.
- q) not to keep or store bicycles in the Room or the communal areas. Bicycles must only be left in the areas designated from time to time by the College. The College reserves the right in its absolute discretion to remove any bicycles brought into the Room or communal areas.
- r) not to keep a pet or other animal in the Room the College's policy on pets and animals are stated both on the Venn and in the Accommodation Handbook.
- s) to allow reasonable access to the Room to College officers and staff and nominated representatives at all reasonable times for the purposes of inspecting, cleaning and maintaining the Room.
- t) where there is a telephone socket in the Room to be responsible for all connection and disconnection arrangements and all financial liabilities arising therefrom. The Licensee is not entitled to change or add to the telephone or information technology services installations or supply.
- u) to obtain a licence for any access to BBC television services used in the Room or in the communal areas via any personal devices.
- v) not to keep any firearm or airgun, ammunition, fireworks, explosives or other hazardous materials or candles or other appliances which use a naked flame, in the Room.
- w) not to smoke in any part of the College property.
- x) to move to another College room if reasonably required.

y) 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. You will be automatically enrolled in the College's student possessions insurance plan at no additional cost. Full details of this cover are published on The Venn, the College's intranet. If this is not adequate for your needs, you may wish to take up out an additional policy.

For the avoidance of doubt, the College is entitled to use the Room at all times outside the Licence Periods (or adjusted Licence Periods) and to retain any sums arising in consequence of such use.

The amenities routinely provided at each property include the availability of kitchens, shared bathroom facilities and laundry facilities. The College reserves the right to amend the manner in which these amenities are provided.

### **Licensee's obligations upon arrival and departure**

On arrival to take up occupation each Licence Period, any keys to rooms must be collected from the Porters' Lodge in person.

On finally vacating the Room and any communal areas must be cleared of rubbish and personal belongings, the Room must be locked, and any keys returned to the Porters' Lodge in person in accordance with the instructions published on The Venn.

The College is entitled to remove any items left in the College by the Licensee and is not obliged to return them to the Licensee. A charge may be made to cover the College's costs of removing (and, if appropriate, storing in a commercial facility) excessive rubbish or personal property left in the Room or any communal areas.

The Room should be left clean and tidy. If the Room is left by the Licensee in a condition which requires a disproportionate amount of cleaning time, the College shall be entitled to recover any additional cleaning costs from the Licensee.

If the Licensee fails to return the key/card to the Room, he/she shall reimburse the College the reasonable costs of replacing the lock and key if necessary.

### **Notices**

The Licensee may serve any notice under this Agreement (including notices in proceedings) on the College to the Accommodation Manager, Gonville & Caius College, Trinity Street, Cambridge, CB2 1TA.

Any notice served on the Licensee by the College under this Agreement may be served in writing.

