



UNDERGRADUATE LICENCE AGREEMENT

1 Particulars

- 1.1 **DATE:** 1 October 2009
- 1.2 **Accommodation:** Room No:
at
together with all necessary rights of access [and together with the use of the toilet and bathroom and cooking facilities provided for the use of the occupier of the Room with occupiers of other rooms in the building].
- 1.3 **The Licensee:**
- 1.4 **The Licensor:** **The President and Fellows of Murray Edwards College in the University of Cambridge.**
- 1.5 **Duration of Licence:** From the first day of the University of Cambridge Term for the Academic Year in which this Agreement is dated to the last day of the Term of that Academic Year (**subject as mentioned below**).
- 1.6 **Licence Charges:** The sums payable in accordance with the Schedule of Charges annexed ("the Charges Schedule").

2 Agreement

This Licence Agreement is made between the Licensor and the Licensee by which the Licensor permits the Licensee to occupy the Accommodation for the duration of the Licence (**subject as mentioned in clause 3.1 below**) upon the terms and conditions set out and recorded in this Agreement.

- 2.1 The Licence Charges are payable in advance and fall due on the first day of Term. Payment should be made within 14 days of receipt of the termly bill save as otherwise provided in the Charges Schedule. Action to be taken in respect of overdue accounts is set out in the attached schedule entitled 'Overdue Accounts owing to the College'.
- 2.2 The Licensee agrees to comply with the obligations set out in clause 3 below and the Licensor with the obligations set out in clause 4.
- 2.3 The whole terms and conditions of this Agreement including the requirement to pay Licence Charges are material obligations and breach of any of them or the causing of any nuisance by the Licensee at or near the Accommodation or the Licensee's conviction of any offence at or near the Accommodation may result in the Licensor terminating the Licence to occupy the Accommodation.
- 2.4 This Agreement is personal to the Licensee nor may the Licensee share the occupation of the Accommodation, nor allow any other person to occupy the Accommodation whether in addition to or in substitution for the Licensee except in the case of designated shared rooms which shall only be shared with the other Licensee. Breach of this condition will lead to a charge in respect of an additional licence fee and may result in immediate termination of the Licence.
- 2.5 The Licence is conditional upon the Licensee remaining in residence as a student of Murray Edwards College and of the University of Cambridge. The Licence will automatically terminate if the Licensee goes out of residence temporarily or permanently.
- 2.6 The Licensee must give a minimum of 4 weeks notice to terminate the Licence and the end of the notice period must coincide with the end of a University of Cambridge Term (other than at the end of the Easter Term when the Licence terminates automatically).
- 2.7 The Licensor's address for the service of notices is the Bursar's Office, Murray Edwards College, Huntingdon Road, Cambridge CB3 0DF.

3 Licensee's obligations

- 3.1 To vacate and make available for use by the Licensor for others the Accommodation from the end of each University of Cambridge Full Term to the beginning of the next University of Cambridge Full Term, and to remove all personal possessions from the Accommodation except as may be agreed on an individual basis with the Licensor. If required by the Licensee the Licensor will provide reasonably suitable accommodation in alternative College accommodation for the period between the start of the University of Cambridge Term and Full Term, and between the end of Full Term and Term, and the Licence Charge will be reduced (but not increased) for this period to the appropriate Licence Charge applying to the category of accommodation provided. There is no entitlement to residence during vacations except where agreed individually with the Licensor from time to time.

- 3.2 To remove all personal possessions from the College during vacations except as may be agreed individually with the Licensor.
- 3.3 Not to keep in the Accommodation any animal (including birds and reptiles).
- 3.4 Not to park a car or motor cycle on site unless in accordance with University Regulations and College Regulations.
- 3.5 To pay to the Licensor all money payable under this Agreement promptly as such payments fall due. Action to be taken in respect of overdue accounts is set out in the attachment to this Licence entitled 'Overdue Accounts owing to the College'.
- 3.6 To allow the Licensor or the Licensor's authorised agent at all reasonable times the access to which they are entitled for the purpose of cleaning, maintaining, repairing or decorating the Accommodation and any part of the building of which it forms part and for inspection relating to such matters and for inspection to verify compliance by the Licensee with the Terms of this Agreement. The Licensor will give the Licensee reasonable prior notice before entering the Accommodation (except in the case of emergency).
- 3.7 Not to use the Accommodation or allow it to be used for any profession trade or business or any illegal or immoral purpose nor in any way (including by virtue of excessive noise) which may be a nuisance damage or annoyance to the Licensor or to the occupiers in the vicinity and not to damage or leave the Accommodation or the furniture, fixtures and fittings provided therein in a dirty or untidy state.
- 3.8 To observe fire and security and other regulations made from time to time by the Licensor for the sake of safety and good order in and about the vicinity of the Accommodation and the building of which it forms part.
- 3.9 To comply and ensure compliance by all visitors to the Accommodation at all times with all relevant regulations and rules promulgated by the University of Cambridge and by the Licensor in the Information for Undergraduates booklet save in each case to the extent that they are inconsistent with the terms of this Agreement. A guest may stay no longer than 5 consecutive nights with a total of 8 nights in any period of term or vacation. Complaints by other Licensees that this regulation is being abused will be taken by the College as prima facie evidence of breach of this condition.
- 3.10 At the end of the contracted duration of the Licence or on its earlier termination to vacate the Accommodation and remove all personal possessions from the College.
- 3.11 Not to make any copy of the keys to the room or to the building.

4 Licensor's obligations

- 4.1 So far as practicable to keep clean and reasonably lighted, the passages, landings, staircases, communal living rooms, and all shared toilet, shower and bathroom facilities and kitchen areas in the building.
- 4.2 To clean weekly the floor, basin and shower room (where applicable) and empty the rubbish bin daily in the licensed Accommodation.
- 4.3 To keep the furniture, fixtures and fittings in the Accommodation in reasonable repair.
- 4.4 To deliver the licensed Accommodation in a clean condition at the commencement of the Licence.
- 4.5 To repair as quickly as possible faults or failures in the supply of services to the Accommodation and shared facilities of the College, but there shall be no case for the Licensees to claim for a reduction in Licence Charges unless it can be shown that the Licensor has been negligent.
- 4.6 So far as practicable to ensure that the Licensee may quietly occupy the Accommodation free from nuisance or disturbance caused by other Licensees, occupiers or visitors to the College.
- 4.7 Any Licence Charge paid in advance will be returned if the room is rendered uninhabitable through circumstances outside the control of the Licensee.

SIGNED by the duly authorised person
on behalf of the **LICENSOR**

SIGNED by the **LICENSEE**