

AGREED TERMS

2. INTERPRETATION

2.1 In these Terms and Conditions the "College" means The President and Fellows of Murray Edwards College, founded as New Hall, in the University of Cambridge and includes any other persons or companies who may legally succeed it.

2.2 Clause headings do not affect the interpretation of these Terms and Conditions.

2.3 A reference to a statute or statutory provision in these Terms and Conditions is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.4 The Definitions

"Additional Charges" means any charges incurred in accordance with the Schedule of Additional Charges as set out on the College's website or as may be varied or increased by the College from time to time at its reasonable discretion

"Building" means Pearl House, Murray Edwards College, of which the Room forms part.

"Caution Money" means the security deposit of £200 (two hundred pounds) to be used by the College in accordance with Clause 6.

"Common Areas" means the entrance halls, stairs, corridors, laundry, lifts, bicycle store and any other common areas which are from time to time during the Licence Period provided by the College within the Building for the common use and enjoyment by the occupiers of the Building.

"Full Term" means the term dates for the University of Cambridge as published by the College and available here: [\[hyperlink\]](#).

"Licence Fee" means the sums payable by the Licensee for the Room for the academic year as set out on the College's website.

"Licence Period" means the periods of residence as set out in clause 1.5 "Duration of the Period" on page 1 of this Agreement.

"Licensee" means the student licensed to occupy the Room.

"Room" means the Room provided to the Licensee under the terms of this Agreement and includes all fixtures and fittings, carpets, doors and internal glass but excludes Service Media within the Room.

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services and any other utility services provided.

"Shared Facilities" means the cooking and bathroom facilities provided by the College for the occupiers of the Building.

3. NATURE AND TERMS OF AGREEMENT

- 3.1 This Agreement is a licence to occupy and does not give exclusive possession to the Licensee, nor create a relationship of landlord and tenant. The Licensee is not entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other security of tenure now or upon termination of this Agreement.
- 3.2 The Licensee acknowledges that the College retains control, possession and management of the Room and the Licensee has no right to exclude the College from the Room.
- 3.3 The College reserves the right to use the Room outside of the Full Term or otherwise when the Licensee is not in residence.
- 3.4 The College has the right at any time on reasonable prior notice to move the Licensee to similar alternative accommodation. The College will only require this where necessary and will use reasonable endeavours to relocate the Licensee to a room of similar standards for price, location and facilities as the Room.

4. LETTING

- 4.1 In consideration of the Licence Fee the College gives the Licensee permission to occupy the Room for the Licence Period, upon the terms and conditions contained in this Agreement.
- 4.2 The Licensee is granted the following rights for the benefit of the Room in common with the College and all others similarly entitled:
 - 4.2.1 the right of access to and egress from the Room over the Common Areas designed or designated for access;
 - 4.2.2 the right to use such parts of the Common Areas during such hours the College designates and in accordance with any rules and regulations the College makes; and
 - 4.2.3 the right to use the Shared Facilities and the Service Media within the Room.

5. LICENCE FEE

- 5.1 The Licensee covenants to:
 - 5.1.1 pay the Licensee Fee to the College in advance for each Full Term. The Licence Fee is payable within 14 days of receipt of the termly bill, late payments will be subject to late payment charges (at the absolute discretion of the College) as published on the College's website; and
 - 5.1.2 pay any Additional Charges to the College on demand as and when they become payable.

6. CAUTION MONEY

- 6.1 The Licensee covenants with the College to pay the Caution Money to the College on the same date as the first payment of the Licence Fee.
- 6.2 The Licensee hereby authorises the College to deduct from the Caution Money:
 - 6.2.1 any Licence Fee, Additional Charges and other sums (and interest thereon) due under this Agreement and not paid by the due date;

- 6.2.2 the cost of any damage to the Room or for any missing items for which the Licensee may be liable;
- 6.2.3 the cost of repairing any damage to the Common Areas relating to the Room;
- 6.2.4 the cost of replacing any item in the Room which is beyond repair; and
- 6.2.5 any expenses or costs incurred by the College in consequence of any failure by the Licensee to observe and perform the obligations and conditions on the Licensee in this Agreement.

6.3 The Caution Money will not be used to offset College charges during the course of the Licensee's study (normal late payment charges will still apply to overdue College bills).

6.4 At the end of the Licence Period and subject to the Licensee having vacated the Room the College shall use reasonable endeavours to repay the Caution Money to the Licensee after deducting any items allowed under this Clause 6 within 8 weeks of the later of the end of the Licence Period and the date on which the Licensee vacates. The Licensee must provide the College with correct bank account and contact details for the return of the Caution Money (if any).

6.5 Any interest accruing on the Caution Money shall belong to the College.

6.6 Where:

6.6.1 the balance of the Caution Money at the date when the Licensee permanently leaves the College on the completion of their studies or otherwise is less than £20 (twenty pounds); and/ or

6.6.2 the Licensee fails to provide the College with correct bank account and contact details for the return of the Caution Money within one month after receiving notification from the College's Student Accounts Office about the return of the Caution Money,

then (in each case), the Licensee hereby irrevocably agrees to the balance of the Caution Money being credited and paid to the College's student support hardship funds.

7. LICENSEE'S OBLIGATIONS

7.1 The Licensee agrees to observe and perform the terms of this Agreement and all rules and regulations issued by the College or the University of Cambridge from time to time, and to comply with any premises licence operated by the College.

7.2 The Licensee covenants to observe and perform the obligations set out in the Schedule.

8. ALIENATION AND ASSIGNMENT OF THE AGREEMENT

a) The Licensee shall not assign, charge, share or otherwise part with possession of the Room, except in the case of designated shared rooms which shall only be shared with the other Licensee.

b) This Agreement is personal to the Licensee and may not be assigned to any other person.

9. ACCESS

The Licensee shall:

- a) having been given reasonable prior notice (except in the case of an emergency when no notice is required) allow access at reasonable times to the College, its agents, staff or any other person authorised by the College with all necessary workmen and appliances for the purpose of;
 - (i) inspecting the state of repair and decoration of the Room and the Building, including without limitation the inspection of the Room and the Building to verify compliance with the terms of this Agreement;
 - (ii) carrying out necessary cleaning, repairs, decorations and maintenance in the Room and the Building; or
 - (iii) any reason in the interests of good estate management; and
- b) having been given 48 hours' prior written notice (except in the case of an emergency when no notice is required) and subject to being present at such inspection, allow access at reasonable times to the College, its agents, staff or any other person authorised by the College to carry out periodic inspections of the Room.

10. COLLEGE'S OBLIGATIONS

10.1 The College agrees to observe and perform the following obligations:

10.1.1 REPAIRS AND MAINTENANCE

- a) To rectify defects in the Room that are brought to the College's attention PROVIDED THAT such defects are not caused by the act or omission of the Licensee or any other person at the Room with the Licensee's express or implied authority.
- b) To maintain, repair and renew the Room and the Common Areas and Service Media in accordance with any health and safety, building, planning and housing legislation and regulations or where the College otherwise deems it necessary.

In carrying out such works the College shall use reasonable endeavours to cause as little inconvenience to the Licensee as reasonably practicable. For the avoidance of doubt, the Licensee may not claim for a reduction in Licence Fee as a result of any interruption to the use of the Service Media and/or Common Areas unless it can be shown that the College has been negligent.

10.1.2 CLEANING

- a) To ensure the Room is clean at the beginning of the Licence Period.
- b) To clean the Common Areas and Shared Facilities regularly.
- c) To collect refuse from the Property and the Common Areas once per week.

10.1.3 SAFETY AND SECURITY

- a) To take appropriate measures to safeguard the security of the Building.
- b) To ensure that there is effective support provided and deal appropriately with emergency situations and to provide the Licensee with information about procedures for emergency evacuation from the Building, including the evacuation of occupiers with a disability.
- c) To practice emergency evacuation from the Building at least once annually.

- d) To use reasonable endeavours to prevent or deal effectively with any anti-social behaviour (including, but not limited to, behaviour resulting in disturbance, damage, mess or excessive noise; bullying and harassment including verbal abuse; the possession, use or supply of illegal drugs; theft including theft of food from communal kitchens; any behaviour which comprises the health, safety or welfare of any member of the College community) by members of the College or their guests or visitors. In complying with this obligation the College may impose written warnings, fees for offences, or for more serious offences the College may expel the Licensee from the College in accordance with the College's rules and regulations.

10.1.4 HEATING AND LIGHTING

To supply the Room with an appropriate level of heating and lighting in accordance with Health and Safety legislation.

11. TERMINATION

- 11.1 This Agreement will expire at the end of the Licence Period without any further notice being given.
- 11.2 In the event the Licensee with or without tutorial permission, vacates or wishes to vacate the accommodation (notwithstanding that the Licensee remains a student of the University of Cambridge) or ceases to pursue a course of study at the University of Cambridge, the College may give immediate written notice to the Licensee to terminate this Agreement and this Agreement shall come to an end on the giving of such notice without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of the terms of this Agreement and possession of the Room may be recovered by the College.
- 11.3 If this Agreement shall come to an end pursuant to Clause 11.2 the Licensee shall pay the Licence Fee for the remainder of the Licence Period.
- 11.4 Without prejudice to any other right, remedy or power herein contained or otherwise available to the College, it is a condition of this Agreement that in the case of:
 - 11.4.1 non-payment of the Licence Fee, Additional Charges or any other sums due under this Agreement; or
 - 11.4.2 breach or non-observance of any of the conditions of this Agreement by the Licensee; or
 - 11.4.3 the causing of any nuisance by the Licensee at or near the Building or the Licensee's conviction of any offence at or near the Building the College may give immediate notice to the Licensee to terminate this Agreement.

For the avoidance of doubt, the College will have the right to recover from the Licensee any discounts already granted prior to giving notice to terminate this Agreement in accordance with this Clause 11 and the Licensee agrees to bear all reasonable costs incurred by the College as a result of any breach of this Agreement by the Licensee.

- 11.5 On the termination of this Agreement for whatever reason the Licensee will:
 - 11.5.1 vacate the Room and return any keys to the Room, Building and any other property of the College no later than 10am on date of termination and will be responsible for and indemnify the College in respect of any costs incurred by the College as a result of the

- Licensee's failure to vacate and a charge will be payable by the Licensee if the keys are not returned on or before the morning of departure;
- 11.5.2 remove all personal belongings and rubbish of the Licensee from the Room and the Common Areas, any personal belongings that are not removed will be treated as College property and may be removed or destroyed at the sole cost of the Licensee; and
- 11.5.3 yield up the Room in the condition required by the Licensee's obligations in this Agreement and make good or pay for the repair of or replacement of any furniture, fixtures, fittings and effects broken, lost, damaged or destroyed.
- 11.6 Failure of the licensee to vacate on termination of this Agreement will incur a charge of double the daily rate, unless an extension has been approved in writing by the college with a minimum of one (1) months' prior notice.

12. DECLARATION

The Room comprised in this Agreement is held by a non-exempt charity but this Agreement is one falling within paragraph (9) of Section 36 (9) of the Charities Act 1993.

13. COLLEGE'S ADDRESS FOR SERVICE

The College's address for service of notices is: The Bursar's Office, Murray Edwards College, Huntingdon Road, Cambridge CB3 0DF.

14. DATA PROTECTION

By agreeing to the terms and conditions of this Agreement, the Licensee will be deemed to have given their consent for the College to be able to use the Licensee's Personal Data (as that term is defined in the Data Protection Act 1998) for all lawful purposes in connection with this Agreement (including inter alia, the provision of personal details to the Local Authority for admission to the electoral roll, debt recovery, crime prevention, allocating rooms, advising on estate road closures, College maintenance matters or where there is a serious risk of harm to the Licensee, or to others, or to the College's or other people's property).

15. VARIATIONS

- 15.1 With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between the Licensee and the College.
- 15.2 The College may update its policies on the use and occupation of the Room and if the College does so, the College will give the Licensee written notice of the fact that amendments have been made to these policies.

16. LIABILITY FOR LOSS OR DAMAGE

Save where liability cannot be excluded by law, the College shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by the College's negligence.

17. NO WARRANTIES FOR USE OR CONDITION

The College gives no warranty that the Room is fit for the purposes specified in this Agreement.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

19. GOVERNING LAW AND ENFORCEABILITY

19.1 This Agreement is governed by English law. All disputes relating to this Agreement will be heard in the English courts.

19.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

20. MEMBERSHIP OF THE ANUK CODE OF PRACTICE

The College has signed up to the ANUK, part of the National Code of Standards for Larger Student Developments.

SCHEDULE

I. BEHAVIOUR

- a) To familiarise themselves with the College rules and regulations as set out on the College's website and (in particular) with all fire and safety regulations and the Licensee agrees to comply with, and ensure any guests or visitors comply with, this Agreement and all such rules and regulations.
- b) To keep all stairways, landings and corridors clear at all times and not obstruct these areas, particularly with bicycles and boxes.
- c) To not wedge open or obstruct fire doors in any way.
- d) To not tamper with or remove fire alarm equipment and fire extinguishers in the Room, Building or any other property of the College.
- e) To not change the locks or make any copy of the keys to the Room or to the Building.

2. USE OF THE ROOM

- a) To use the Room solely as a private dwelling for the purposes of study, sleep and quiet recreation and not for any profession, trade or business or immoral or illegal purposes.
- b) To not allow the Room to be occupied by more than one person except for one occasional overnight guest PROVIDED THAT the Licensee is permitted no more than one guest at any one time, for a maximum of nine nights per term and for no more than three nights consecutively, and each guest must be registered prior to their stay at the main college Reception. For the avoidance of doubt, a breach of this paragraph 2(b) entitles the College to terminate this Agreement in accordance with Clause 11.4.2.
- c) The Licensee shall not do, allow or suffer to be done in the Room, the Common Areas, the Building or on any other property of the College anything which may be or become a nuisance to the College or other occupiers of any adjoining rooms or premises or anything which may vitiate any insurance of the Building against fire or otherwise or increase the ordinary premium for such insurance.
- d) The Licensee shall not permit any guests of the Licensee to have access to the Room in the absence of the Licensee.
- e) The Licensee is prohibited from allowing the Room to be used for visitors using such schemes as Couchsurfing, Trustroots, BeWelcome, Warmshowers, Airbnb or similar (these schemes are not exhaustive but illustrative).
- f) To maintain the Room and the Common Areas in a clean and tidy condition, including all washing up any putting away of cooking equipment and crockery after use, and not to damage, injure, alter or add to the Room, Common Areas or Building
- g) The Licensee shall not put, attach or suspend anything from the walls, ceilings or doors of the Room (this includes, but is not limited, to the use of blue/white tack, sellotape, screws or nails).

- h) To pay on demand to the College the cost incurred by the College of repairing any damage to the Room, the Common Areas or the Building caused by the Licensee or the Licensee's guests.
- i) If the Room or the Common Areas are found to be in a condition in breach of this Agreement, the College may, on 48 hours' notice to the Licensee, employ a contractor or the College cleaners to remedy the breach and the costs (or a reasonable proportion thereof as determined by the College) of such work shall be payable by the Licensee.
- j) Not to stop up the windows, nor display notices, banners, flags, or adverts in the window, on external doors at the Room or in the Common Parts without the consent in writing of the College.
- k) Not to take down the curtains or the curtain linings in the Room or the Common Areas. The Licensee will not place any rugs or mats in the Common Areas or use any curtains, mattresses or beds in the Room other than those provided by the College
- l) Not to remove window restrictors (where fitted).
- m) Not to smoke (including e-cigarettes) in the Room or Building except for designated areas for smoking.
- n) Not to fit or install any television aerials, radio aerials or satellite dishes outside their Room, at the Building or externally.
- o) Not to park on the estate roads or on the Common Areas or use the estate roads for loading/ unloading without the College's permission.
- p) Not pour oil, grease, rice, coffee grounds or other deleterious materials into any sinks or other drainage facilities.
- q) Not interfere with safety and emergency equipment in the Room, Common Areas or the Building.
- r) Not play any music or cause any other noise that is audible from outside the Room.

3. **REFUSE**

- a) Not dispose of, keep or store refuse in any part of the Room or Common Areas except in the proper place as determined by the College from time to time and will comply with the College's provisions for waste management.
- b) Not leave any refuse in or outside the Room, the Common Areas or the Building at the end of this Agreement.

4. **GARDEN/GROUNDS**

- a) Not to hold a barbecue in the garden/grounds without College permission.

5. **PETS**

Not keep pets (other than guide or assistance dogs as agreed with the College) or other animals, including but not limited to reptiles, fish, insects and arachnids, in the Room or on any other property of the College.

6. PROHIBITED APPLIANCES

- a) Not use or keep in the Room or the Common Areas (or any other property of the College) any cooking, heating or lighting appliance that burns coals, paraffin or other liquid fuels and shall not dry any clothing on any heaters in the Room or the Common Areas (or any other property of the College).
- b) Cooking is not allowed in College rooms, except for the use of electric kettles, which must be used on a tray. Any electrical equipment brought into the College that has not been PAT tested will be removed, as will all fridges, microwaves, heaters and any other electrical items deemed to be unsafe for use within your accommodation.
- c) Not use or permit to be used any electrical apparatus or other equipment of a type or in a condition which might endanger the safety of the Room or the Common Areas or any other property of the College. The Licensee is entirely responsible for all their personal electrical appliances and equipment and must permit and make available all such items for safety testing by the College.
- d) Firearms, candles, fairy lights, cooking appliances or any other item considered by the College to pose a risk to the health and safety of other members and employees of the College are not permitted to be used at any time in the Room or the Common Areas or on any other property of the College.

7. SUBSTANCES

Not use or keep in the Room or the Common Areas or on any other property of the College any inflammable or dangerous or offensive or illegal materials or substances.

8. VEHICLES

Not to park a car, motor cycle or any other motor vehicle on site, nor allow access for others to do so, unless in accordance with the regulations made from time to time by the College.

9. BICYCLES

Not to keep or store bicycles in the Room or the Common 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 any Common Areas.

10. DEFECTS

The Licensee shall report any defects to the Room or the Common Areas or any notices that it receives in respect of the Room or the Common Areas to the College without delay.

11. PERSONAL FURNISHINGS

- a) Any furniture and soft furnishing items must comply with all latest safety regulations regarding fire retardant materials.

- b) Furniture, fixtures and fittings belonging to the College must not be removed from the Room or the Common Areas under any circumstances and additional furniture and / or inflatable beds are not to be brought onto the Room or the Common Areas.
- c) Basic bedding will be supplied on arrival by the college consisting of a mattress, mattress protector, pillow and under pillowcase. The college will not provide a bed sheet, duvet, duvet cover or pillowcase.
- d) Where the College provides any bedding to the Licensee such bedding should be used together with a sheet, duvet cover and a pillowcase. If mattresses are covered with a protective cover such cover must not be removed.

SIGNED by the duly authorised person)
on behalf of the **COLLEGE**)

SIGNED by the **LICENSEE**)