

Graduate Room Licence Agreement

Particulars

- 1.1 **Date:**
- 1.2 **Accommodation:**
- 1.3 **Additional Charges:** 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 Licensor from time to time at its reasonable discretion
- 1.4 **Caution Money** £200 (two hundred pounds)
- 1.5 **The Building:**
- 1.6 **The Common Areas:** The lifts, passages, landings, staircases, communal living rooms and shared toilet, shower and bathroom facilities and kitchen areas and any other common areas which are from time to time during the Licence Period provided by the Licensor within the Building for the common use and enjoyment by the occupiers of the Building.
- 1.7 **The Licensee:**
- 1.8 **The Licensor:** The President and Fellows of Murray Edwards College, founded as New Hall, in the University of Cambridge ("the College")
- 1.9 **Licence Charges:** The sums payable by the Licensee for the Accommodation for the Academic Year in which this Agreement is dated as set out on the College's website
- 1.10 **Licence Period:** *(As stated on RMS)*
- 1.11 **Permitted Use:** For the purposes of study, sleep and quiet recreation

2 Agreement

- 2.1 The Licensor permits the Licensee to occupy the Accommodation for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Accommodation for the Permitted Use) together with the rights mentioned in clause 3.2.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement; and
- 2.2.2 the Licensor retains control, possession and management of the Accommodation and the Licensee has no right to exclude the Licensor from the Accommodation.
- 2.3 The Licensor reserves the right at any time on reasonable prior notice to the Licensee to relocate the Licensee to similar alternative accommodation. The Licensor will only require this where necessary and will use reasonable endeavours to relocate the Licensee to a room of similar standard.
- 2.4 [The Licensor reserves the right to use the Accommodation when the Licensee is not in residence].

3 Licence

- 3.1 This Licence Agreement is made between the Licensor and the Licensee by which, in consideration of the Licence Charges and other sums due under this Agreement to the Licensor, the Licensor permits the Licensee to occupy the Accommodation and grants the rights in clause 3.2 for the Licence Period, upon the terms and conditions set out and recorded in this Agreement.
- 3.2 The Licensee is granted the following rights for the benefit of the Accommodation in common with the Licensor and all others similarly entitled:



- 3.2.1 right of access to and egress from the Accommodation over the Common Areas designed or designated to afford access;
- 3.2.2 the right to use such parts of the Common Areas as the Licensor designates for such use from time and during such hours as the Licensor designates from time to time;
- 3.2.3 the right to use any cooking facilities provided by the Licensor for the use of the occupier of the Accommodation from time to time in common with occupiers of other rooms in the Building; and
- 3.2.4 the right to use the toilet and bathroom facilities provided by the Licensor for the use of the occupier of the Accommodation from time to time in common with occupiers of other rooms in the Building
- 3.3 The Licensee covenants to observe and comply with the obligations set out in clause 4 below and the Licensor with the obligations set out in clause 5 below
- 3.4 The whole terms and conditions of this Agreement including the requirement to pay the 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 (at the absolute discretion of the Licensor) in the Licensor terminating the Licence to occupy the Accommodation in accordance with clause 6.3.
- 3.5 This Agreement is personal to the Licensee and may not be assigned to any other person. The Licensee shall not assign, charge, share occupation or otherwise part with possession of the Accommodation except in the case of designated shared rooms which shall only be shared with the other Licensee.
- 3.6 The Licensor's address for the service of notices is the Bursar's Office, Murray Edwards College, Huntingdon Road, Cambridge CB3 0DF.

4 Licensee's obligations

- 4.1 To pay the Licence Charges other than Additional Charges to the Licensor in advance, falling due on the first day of each term of the University of Cambridge and payable within 14 days of receipt of the termly bill, otherwise late payment charges may be incurred (at the absolute discretion of the Licensor) as published on the College's website.
- 4.2 To pay the Licensor the Additional Charges on demand as and when they become payable.
- 4.3 To pay to the Licensor all money payable under this Agreement promptly as such payments fall due.
- 4.4 Not to keep in the Accommodation any animal (including fish, birds and reptiles) except a guide or assistance dog as agreed with the Licensor.
- 4.5 To maintain the Accommodation and any Communal Areas in a clean and tidy state.
- 4.6 Not to park a car or 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 Licensor.
- 4.7 To allow the Licensor its agents, staff or any other person authorised by the Licensor access at reasonable times and on reasonable prior notice (except in the case of emergency where no notice is required) with all necessary workers and appliances for the purpose of:
 - 4.7.1 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;
 - 4.7.2 inspecting the state of repair and decoration of the Accommodation and the Building;
 - 4.7.3 inspection to verify compliance by the Licensee with the terms of this Agreement; and
 - 4.7.4 any reason in the interests of good estate management.
- 4.8 To use the Accommodation solely for the Permitted Use and not to allow the Accommodation to be occupied by more than one person save as permitted by clause 3.5 or as permitted under the College's policy on guests.
- 4.9 Not to use the Accommodation or allow it to be used:



- 4.9.1 for any profession trade or business or any illegal or immoral purpose; or
- 4.9.2 in any way (including by virtue of excessive noise) which may cause a nuisance damage inconvenience or annoyance to the Licensor or to the occupiers in the vicinity.
- 4.10 Not to damage and to procure that its visitors do not damage or leave the Accommodation, Common Areas or the furniture, fixtures and fittings provided therein in a dirty or untidy state or allow the Accommodation, Common Areas or such items to be left in such a state and to immediately report and pay for any damage caused by the Licensee or its visitors to the Licensor.
- 4.11 Not to redecorate the Accommodation or the Common Areas.
- 4.12 To leave the furniture and effects in the Accommodation or in places which they were at the beginning of the Licence Period and not make any additions, alterations or exchanges to the Accommodation or to the furniture, furnishing, fixtures, fittings and décor therein.
- 4.13 Not to use any curtains, mattresses or beds in the Accommodation other than those provided by the Licensor.
- 4.14 Not to put attach or suspend anything from the walls or ceilings of the Accommodation nor use blue/white tack, sellotape, screws or nails on the walls, ceilings or doors of the Accommodation.
- 4.15 To observe and comply, and ensure compliance by all visitors to the Accommodation and the Building, at all times with fire and security and all other regulations made from time to time by the Licensor and other competent authority for the sake of safety and good order in and about the vicinity of the Accommodation and the Building.
- 4.16 To observe and comply, and ensure compliance by all visitors to the Accommodation and the Building, at all times with all relevant regulations and rules promulgated by the University of Cambridge and by the Licensor save in each case to the extent that they are inconsistent with the terms of this Agreement.
- 4.17 To exercise the rights in clause 3.2 in accordance with any rules and regulations the Licensor makes from time to time.
- 4.18 Not to dispose of, keep or store refuse in any part of the Accommodation or Common Areas except in the proper place as determined by the Licensor from time to time and will comply with the Licensor's provisions for waste management.
- 4.19 Not to keep or store bicycles in the Accommodation or the Common Areas. Bicycles must only be left in the areas designated from time to time by the Licensor. The Licensor reserves the right in its absolute discretion to remove any bicycles brought into the Accommodation or the Common Areas.
- 4.20 To move to another College room if required by the Licensor in accordance with clause 2.3.
- 4.21 To report any defects to the Accommodation or the Common Areas or any notices received by the Licensee in respect of the Accommodation or the Common Areas to the Licensor without delay.
- 4.22 Not to change the locks or make any copy of the keys to the Accommodation or to the Building.
- 4.23 To vacate the Accommodation without any legal notice or process of removal:
 - 4.23.1 outside the period or periods specified in the Licence Period; and
 - 4.23.2 at the end of the Licence Period or on earlier termination of this Agreement (howsoever determined).
The Licensee will be responsible for and will indemnify the Licensor in respect of any costs incurred by the Licensor as a result of the Licensee's failure to vacate.
- 4.24 On termination of this Agreement for whatever reason, the Licensee will:
 - 4.24.1 vacate the Accommodation promptly and remove all personal possessions and rubbish from the Accommodation and the Building;
 - 4.24.2 return any keys to the Accommodation, Building and any other property of the College, to the College by 10am on the morning of departure of the Accommodation by the Licensee. If the keys are not returned on or before the morning of departure, a charge will be payable by the Licensee; and



4.24.3 leave the Accommodation in the condition required by the Licensee's obligations in this Agreement and in the same clean state and condition as it was at the beginning of the Licence Period and to pay for the repair of or replacement of all such items of the furniture fixtures fittings and effects as shall be broken, lost, damaged or destroyed during the Licence Period. Any personal belongings left in the Accommodation will be treated as College property and may be removed or destroyed. A charge will be made to the Licensee for removing and destroying them

4.25 To bear all reasonable costs incurred by the Licensor as a result of the breach of the terms and conditions of this Agreement.

5 Licensor's obligations

5.1 So far as practicable to keep clean and reasonably lighted, the Common Areas.

5.2 To clean the floor, basin and shower room (where applicable) and empty the rubbish bin weekly in the Accommodation.

5.3 To keep the furniture, fixtures and fittings in the Accommodation in reasonable repair.

5.4 To deliver the licensed Accommodation in a clean condition at the commencement of the Licence Period.

5.5 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.

5.6 To return any Licence Charge paid in advance if the Accommodation is rendered uninhabitable through circumstances outside the control of the Licensee.

6 Termination

6.1 This Agreement is for the Licence Period and it expires at the end of the Licence Period without any further notice being given.

6.2 This Agreement is conditional upon the Licensee remaining in residence as a student of the College and of the University of Cambridge. The Agreement will automatically terminate if the Licensee goes out of residence temporarily or permanently.

6.3 Without prejudice to any other right, remedy or power herein contained or otherwise available to the Licensor, it is a condition of this Agreement that in the case of:

6.3.1 non-payment of the Licence Charges, Additional Charges or any other sums due under this Agreement;
or

6.3.2 breach or non-observance of any of the conditions of this Agreement by the Licensee,

the Licensor may give immediate notice to the Licensee to terminate this Agreement and without further warning re-enter and take possession of the Accommodation together with the furniture and effects and this Agreement shall come to an end.

6.4 If the licence is terminated under clause 6.2 or clause 6.3 then the Licensor will have the right to recover from the Licensee any discounts already granted prior to giving notice.

7 Caution Money

7.1 The Licensee covenants with the Licensor to pay the Caution Money to the Licensor on the same date as the first payment of the License Charges under this Agreement.

7.2 Subject to clause 7.3, the Licensee hereby authorises the Licensor to deduct from the Caution Money at the end of the Licensee's period of study, when the Licensee permanently leaves the College on the completion of their studies or otherwise:

- 7.2.1 any Licence Charges, Additional Charges and other sums (and interest thereon) due under this Agreement and not paid by the due date;
- 7.2.2 the cost of any damage to the Accommodation caused by the Licensee or its visitors or for any missing items for which the Licensee or its visitors may be liable;
- 7.2.3 the cost of repairing any damage to the Common Areas relating to the Accommodation caused by the Licensee or its visitors;
- 7.2.4 the cost of replacing any item in the Accommodation which is beyond repair; and
- 7.2.5 any proper expenses or costs incurred by the Licensor in consequence of any failure by the Licensee or its visitors to observe and perform the obligations and conditions on the Licensee in this Agreement.
- 7.3 At no time will the Caution Money 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).
- 7.4 Any interest accruing on the Caution Money shall belong to the Licensor.
- 7.5 Subject to clause 7.6, at the end of the Licensee's period of study, when the Licensee permanently leaves the College on the completion of their studies or otherwise and subject to the Licensee having vacated the Accommodation the Licensor shall use reasonable endeavours to, within one month of such date, repay the Caution Money (if any) to the Licensee after deducting from it any items allowed under this Clause 7.

The Licensee must provide the Licensor with correct bank account and contact details for the return of the Caution Money (if any).

- 7.6 Where:
 - 7.6.1 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
 - 7.6.2 the Licensee fails to provide the Licensor 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.

8 No warranties for use or condition

The Licensor gives no warranty that the Accommodation is physically fit for the purposes specified in this Agreement.

9 Liability for loss or damage

Save where liability cannot be excluded by law, the Licensor 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 Licensor's negligence.

10 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.



11 Governing Law and Enforceability

11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

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

SIGNED by the **LICENSEE**)