

LICENCE AGREEMENT

TERMS AND CONDITIONS OF LICENCE FOR OCCUPATION OF ST EDMUND'S COLLEGE ACCOMMODATION ("Terms and Conditions")

The main terms of the licence will be as follows:

PARTIES

LICENSOR	St Edmund's College, Cambridge
LICENSOR'S ADDRESS	Mount Pleasant, Cambridge CB3 0BN

LICENSEE	
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LICENCE DETAILS

BUILDING	
ROOM NUMBER	
GRADE	
LICENCE FEE (daily rate)	
CAUTION MONEY / DEPOSIT	
START DATE	
END DATE	

AGREED TERMS

1. INTERPRETATION

- 1.1. In these Terms and Conditions the "**College**" means St Edmund's College and includes any other persons, companies or bodies corporate who may legally succeed it.
- 1.2. Clause headings do not affect the interpretation of these Terms and Conditions.
- 1.3. 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.

1.4. The Definitions

"**Accommodation Portal**" means the online accommodation booking portal run by the College.

"**Accommodation Handbook**" shall refer to the set of policies, procedures, and regulations that the Licensee should follow, both as a current resident and as a prospective resident of St Edmund's accommodation.

"**Blue Book**" is an information guide produced by the College to assist Members of the College in understanding key provisions of the College Statutes and Ordinances and College policies, and where to go for further help and guidance. It is published on the College website at <http://www.st-edmunds.cam.ac.uk/notes-members>.

"**Building**" means the Building as set out in the Licence Details section of this Licence Agreement of which the Room forms part.

"**Caution Money**" means the security deposit specified in the Licence Details section of this Licence Agreement to be used by the College in accordance with Clause 4.

“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.

“End Date” means the end date for the Licence Period for the Room as specified in this Licence or any subsequent End Date as may be agreed and communicated in writing by the Licensor to the Licensee thereafter.

“Incorporated Provisions” means the documents referred to in Clause 2.2.

“Informal Short-Term Letting Scheme” means schemes including but not limited to Couchsurfing, Trustroots, BeWelcome, Warmshowers, Air bnb or such other similar scheme.

“Interest Rate” means 3% above the Bank of England Base Rate.

“Licence Fee” means the amount specified in the Licence Details section of this Licence Agreement that will be paid to the College by the Licensee in accordance with Clause 5.1.1.

“Licence Period” means the period specified in the Licence Details section of this Licence Agreement for which the Licensee may occupy the Room.

“Licensee” means the student named in the Parties section of this Licence Agreement.

“Room” means the Room as set out in the Licence Details section of this Licence Agreement and includes the fixtures and fittings therein, the 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 data or phone services provided.

“Termination Date” means the date on which the Licence Period ends being the earlier of:

1. The End Date, including any extended End Date as may be agreed and communicated in writing by the Licensor to the Licensee;
2. any date of termination calculated in accordance with Clause 7

“University Residence Requirement” means the requirement set out in College Statute F Chapter I that no one will be permitted to come into residence as a Junior Member of the College until they have satisfied the University’s admissions conditions.

2. NATURE AND TERMS OF AGREEMENT

2.1. This Agreement is a licence to occupy. The Agreement is not intended to give exclusive possession to the Licensee, nor to create a relationship of landlord and tenant between the parties. The Licensee shall not be 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.

2.2. Apart from these Terms and Conditions this Agreement includes by incorporation the University Residence Requirement.

2.3. **The student must vacate the Room by 10am on the Termination Date** in accordance with this Agreement.

2.4. As this Agreement is a licence, the College reserves the right to transfer a Licensee’s occupation to a different Room and/or Premises where reasonably required by the College on giving reasonable prior written notice (except in the case of emergency) to the Licensee. This right may be exercised by the College in circumstances including but not limited to where the College considers a transfer is required in the interests of Licensee’s comfort, safety and convenience or in the event of essential maintenance or disciplinary proceedings. The College will use reasonable endeavours to relocate the Licensee to a room of similar standards for price, location and facilities as the Room.

3. LETTING

- 3.1. In consideration of the Licence Fee the College gives the Licensee permission to occupy the Room TOGETHER WITH the rights in Clause 3.2 for the Licence Period, upon the terms and conditions contained in this Agreement and subject to the general requirement to abide by the rules stated within the Accommodation Handbook.
- 3.2. The Licensee is granted the following rights for the benefit of the Room in common with the College and all others similarly entitled:
 - 3.2.1. the right of access to and egress from the Room over the Common Areas designed or designated to afford access;
 - 3.2.2. the right to use any parts of the Common Areas during such hours the College designates and in accordance with any rules and regulations the College makes; and
 - 3.2.3. the right to use the shared facilities including the Service Media within the Room.

4. CAUTION MONEY

- 4.1. The Licensee hereby authorises the College to deduct from the Caution Money:
 - 4.1.1. any Licence Fee and other sums (and interest at the Interest Rate thereon) due under this Agreement and not paid within 14 days of the due date;
 - 4.1.2. the cost of repairing any damage to the Room or the Service Media or for any missing items for which the Licensee may be liable;
 - 4.1.3. the cost of repairing any damage to the Common Areas caused by the Licensee relating to the Room.
 - 4.1.4. the cost of replacing any item in the Room which is beyond repair provided that the Licensee will not be responsible for any damage or breakages to or deterioration in the contents of the Room caused by fair wear and tear; and
 - 4.1.5. 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.
- 4.2. 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 from it any items allowed under this Clause 4 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 account and contact details for the return of the Caution Money (if any).
- 4.3. Any interest accruing on the Caution Money shall belong to the College.
- 4.4. The cost of repairs pursuant to Clauses 4.1.2 and 4.1.3 above shall unless there is sufficient evidence to the contrary be apportioned as if the Licensee caused all damage to the Room and all students entitled to use the Common Areas caused any damage to the Common Areas.

5. LICENSEE'S OBLIGATIONS

- 5.1. It is the responsibility of the Licensee to adhere to these Terms and Conditions, as well as the rules and guidelines set forth in the Accommodation Handbook and the Incorporated Provisions, and to comply with any premises licence operated by the College or the University of Cambridge as they may be issued from time to time.
- 5.2. The Licensee shall observe and perform the following obligations:

5.2.1. LICENCE FEE & CAUTION MONEY & OTHER CHARGES

- a) The Licensee shall pay the Licence Fee and the Caution Money to the College on the dates and at the intervals specified in the Licence Details section of this Licence Agreement for the entire Licence Period unless this Agreement is terminated in accordance with Clause 8.
- b) The Licence Fee for all Grades includes all utility bills but excludes any applicable Council Tax and television licensing.
- c) Any family accommodation (Geffery Cook Building or College Flats above the laundry) are subject to the requirement to pay Council Tax where applicable. It is the responsibility of the Licensee to ensure that Council Tax is paid.
- d) If the Licensee has a television or makes use of a computer to watch terrestrial television channels in real-time, then the Licensee must purchase a TV licence. The Licensee is not covered by arrangements for any communal TV.

5.2.2. BEHAVIOUR

- a) The Licensee shall behave at all times in connection with the Room and this Agreement in accordance with relevant provisions of the Accommodation Handbook, the Blue Book, and the College Code of Discipline and in accordance with any other obligations, rules and regulations associated with the Room from time to time.
- b) The Licensee shall familiarise themselves with the College rules and regulations as set out in the Accommodation Handbook, Blue Book, the College's website and (in particular) with all fire and safety regulations and the Licensee shall comply with all such rules and regulations.
- c) Fire regulations require that, stairways, landings and corridors must be kept clear at all times, and not obstructed by items placed in these areas, particularly bicycles and boxes etc. Fire doors must also not be wedged open or obstructed in any way. The Licensee must at all times comply with these regulations and not wedge open any such door(s) or cause such obstruction. The Licensee must not tamper with or remove fire alarm equipment and fire extinguishers in the Room, Building or any other property of the College.

5.2.3. USE OF THE ROOM

- a) The Licensee shall use the Room solely as a private dwelling for the purposes of study, sleep, and quiet recreation and not to allow the Room to be occupied by more than one person save as permitted and following the guidance set out in the Accommodation Handbook.
- b) The Licensee shall be obligated to comply with the regulations and guidelines outlined in the Accommodation Handbook insofar as the use of the Room is concerned, including but not limited to those pertaining to the following:
 - Pets
 - Refuse
 - Prohibited appliances
 - Equipment and furniture
 - Substances
 - Bicycles
 - Decoration
 - Garden/grounds (where applicable)
 - Defects, and Rules for guests
- c) The Licensee shall pay on demand to the College the costs incurred by the College in repairing any damage to the Room, the Common Areas or the Building caused by the Licensee or the Licensee's guests, including (but not limited to) where damage is caused to the decoration or the fabric of the Room or the Common Areas by attaching items to walls and ceilings using drawing pins, nails, stickers, hooks, blue tack and tape etc.
- d) If at any time the Room or the Common Areas are found to be in a condition which does not comply with this Agreement, the College reserves the right having given

48 hours' notice to the Licensee to 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 recoverable as a debt due from the Licensee to the College.

- e) The Licensee shall not interfere with safety and emergency equipment in the Room, Common Areas, or the Building.
- f) The Licensee shall allow housekeeping staff entry to the accommodation for the 6-monthly room inspection and at times for the scheduled cleaning routine.

5.2.4. YIELD UP

On the termination of this Agreement for whatever reason the Licensee will:

- a) Vacate the Room promptly and in any event by no later than 10am on the Termination Date;
- b) Return any keys to the Room, Building and any other property of the College, to the College by 10am on the morning of departure of the Room by the Licensee. If the keys are not returned on or before the morning of departure, the provisions of Clause 8.2 shall apply;
- c) Remove all personal belongings and rubbish of the Licensee from the Room and the Common Areas; and,
- d) Yield up the Room 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 make good or 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.
- e) Any personal belongings left in the Room 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.

5.2.5. ALIENATION AND ASSIGNMENT OF THE AGREEMENT

- a) This Agreement is personal to the Licensee.
- b) The Licensee shall not assign, charge, share or otherwise part with possession of the Room.

5.2.6. ACCESS

The Licensee shall:

- a) having been given reasonable prior notice (except in the case of an emergency or actual or suspected illegal activity 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
 - II. carrying out necessary repairs and decorations in the Room and the Building
 - III. carrying out necessary cleaning; or
 - IV. any reason in the interests of good estate management or to comply with any law.
- b) having been given 48 hours' prior written notice (except in the case of an emergency or actual or suspected illegal activity 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.

6. COLLEGE'S OBLIGATIONS

The College agrees to observe and perform the following obligations:

6.1 REPAIRS AND MAINTENANCE

- a) To rectify defects in the Room that are brought to the College's attention in accordance with the Blue Book PROVIDED THAT such defects are not caused by the act or omission of the Licensee, the Licensee's visitors or any other person at the Room with the Licensee's express or implied authority.
- b) To maintain, repair and, where the College deems it necessary, renew the Room and the Common Areas in accordance with the Blue Book, any Health and Safety Regulations and any building, planning and housing legislation and regulations (to the extent these regulations impose an obligation on the College).
- c) To carry out any planned maintenance including decoration and refurbishment to the Room and the Common Areas. In carrying out any decoration and refurbishment works the College shall use reasonable endeavours to cause as little inconvenience to the Licensee as reasonably practicable.

6.2 CLEANING

- a) To ensure the Room is clean at the beginning of the Licence Period.
- b) To clean the Common Areas regularly.
- c) To collect refuse from the Building and the Common Areas in accordance with the Accommodation handbook.

6.3 SAFETY AND SECURITY

- a) To take appropriate measures to safeguard the security of the College property of which the Room forms part.
- 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 College property of which the Room forms part, including the evacuation of occupiers with a disability.
- c) To practice emergency evacuation from the College property of which the Room forms part 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 the Licensee or their guests or visitors.

6.4 HEATING AND LIGHTING

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

7. TERMINATION

It is agreed that without prejudice to any other right, remedy or power herein contained or otherwise available to the College in the event that the Licensee:

- 7.1. at any time, whether with or without tutorial permission, during the Licence Period, vacates or notifies the College that they wish to vacate the accommodation (notwithstanding that the Licensee remains a student of the University of Cambridge); and/or
- 7.2. ceases to pursue a course of study at the University of Cambridge; and/or

- 7.3. is required to intermit or degrade; and/or
- 7.4. is subject to a disciplinary sanction which results in the Licensee being required to vacate the Room; and/or
- 7.5. is in debt to the College arising from non-payment of the Licence Fee or other sums due under this Agreement and the Licensee fails to pay any outstanding sums due within one month of written notice; and/or
- 7.6. is in serious breach of the terms of this Agreement; and/or
- 7.7. commits a breach of this Agreement including the Accommodation handbook guidance, shall be deemed a breach of contract that is not a serious breach but fails to remedy the breach within 14 days of the College giving notice in writing requiring that the breach is remedied, and subject to the College having provided a further 14 days' written notice that it shall terminate this Agreement;

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 (a Termination Date for the purpose of this Agreement) 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.

- 7.8. Notwithstanding this Agreement coming to an end pursuant to Clause 7.1 the Licensee shall pay:
 - a. the Licence Fee for the period up to and including the Termination Date; and
 - b. on demand a sum equivalent to the Licence Fee for the period commencing on the Termination Date pursuant to Clause 7.1 until the End Date unless a replacement St Edmund's College student reasonably approved by the College is found to occupy the Room, in which circumstance the Licensee's liability to pay such sum shall cease on (and be apportioned until) the date upon which the replacement student takes occupation of the Room.
- 7.9. If the Licensee fails to take occupation of the Room on or from the commencement of the Licence Period, 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 (a Termination Date for the purpose of this Agreement) 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.
- 7.10. Notwithstanding this Agreement coming to an end, the Licensee shall pay on demand a sum equivalent to the Licence Fee to the College for the period commencing on the start date of the Licence Period (as specified in the Accommodation Summary) to and including the date being the last day of Michaelmas term unless a replacement St Edmund's College student reasonably approved by the College is found to occupy the Room, in which circumstance the Licensee's liability to pay such sum shall cease on (and be apportioned until) the date upon which the replacement student takes occupation of the Room.

8. VACATE

- 8.1. The Licensee agrees to vacate the Room on the termination of this Agreement, by 10am on the Termination Date, without any legal notice or process of removal.
- 8.2. If the Licensee fails to vacate the Room in accordance with Clauses 5.2.4 and/or 8.1 and unless an extension has been approved in writing by the College with a minimum of one (1) months' prior notice, the College shall be entitled to charge a fee equivalent to the Licence Fee pro rata for every day or part day during which the Licensee fails to vacate unless a replacement St Edmund's College student

reasonably approved by the College is found to occupy the Room, in which circumstance the licensee's liability to pay such sum shall cease on (and be apportioned until) the date upon which the replacement student takes occupation of the Room.

9. KEYS/ ROOM ACCESS CARD

9.1. The Licensee hereby acknowledges receipt of the card/keys to the Room.

10. COLLEGE'S ADDRESS FOR SERVICE

10.1. The College's address for service of notices is:

The Accommodation Office,
St Edmund's College,
Cambridge
CB3 0BN.

11. PERSONAL DATA

11.1. The College will need to process the Licensee's personal data for the purposes of complying with its obligations and exercising its rights under this Licence and in accordance with applicable data protection laws. Further information about the College's processing of the Licensee's data, who it may be shared with, the period for which it is stored and the rights that the Licensee has in respect of the Licensee's personal data is available in the College's Privacy Policy

<https://www.st-edmunds.cam.ac.uk/data-protection>

The policy does not form part of this Agreement.

11.2. Such data may comprise for example (1) information provided by the Licensee about any disability the Licensee has for the purposes of reasonable adjustments to the services provided to the Licensee and (2) information about the commission or alleged commission of criminal offences by the Licensee. Further information about the processing of such data and the limited circumstances in which it may be shared is set out in the College's Privacy Policy.

12. VARIATIONS

12.1. 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.

12.2. The College may update the Incorporated Provisions referred to in Clause 2.2 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 and this Agreement shall be deemed to include those amendments from the date of such notice.

13. LIABILITY FOR LOSS OR DAMAGE

13.1. 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.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

15. GOVERNING LAW AND ENFORCEABILITY

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

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

16. MEMBERSHIP OF THE ANUK CODE OF PRACTICE

16.1. The College has signed up to the ANUK/Unipol National Code for Educational Establishments: <http://www.nationalcode.org>

By ticking this box you are agreeing to these accommodation terms and conditions for the 2023/2024 academic year

SIGN

PRINT NAME

DATE