

CONDITIONS

1 Meanings

- 1.1 In these Conditions the following words and expressions shall bear the meanings stated:

Agreement: The Occupation Agreement to which these Conditions are attached

Contents: The contents, furniture and effects provided for use by the Occupier in the Room or in the common parts of the Building

- 1.2 The following words and expressions shall have the meaning ascribed to them in the Agreement

Building; College; College Regulations; Occupation Period; Owner; Residence Charge; Room; Occupier; University Regulations

2 Interpretation

- 2.1 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.2 Any promise by the Occupier not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by any other person
- 2.3 The headings to the clauses shall not affect the construction of this Agreement

3 Rights Included in and Excepted by the Agreement

- 3.1 The following rights are granted for the benefit of the Occupier and the Occupier's visitors in common with all other residences similarly entitled
- 3.1.1 The right to the free passage and running of water, soil, electricity and other services from and to the Room
- 3.1.2 The right to use shared toilet, shower, bathroom and cooking facilities in the Building and to use the public rooms and facilities of the College which are provided for the benefit of Junior Members of the College

4 The Occupier's Obligations

- 4.1 To pay to the Owner the Residence Charge on or before the dates specified in the Schedule
- 4.2 To vacate the Room no later than 10.00am on Saturday 09 December 2023, Saturday 23 March 2024, and Saturday 22 June 2024.

Handing all keys to the Room to the Head Porter of the College or as he shall direct and by these times and dates to remove all their possessions from the Room unless they have received prior written approval of the College otherwise

- 4.3 To observe the University Regulations and the College Regulations
- 4.4 To keep the interior of the Room and all its fixtures and fittings in neat condition (fair wear and tear and damage by accidental fire only excepted) and at the determination of the Occupation Period, or on the transfer by the Owner of the occupier to another room in the College, to hand back occupation of the Room to the Owner in such neat condition
- 4.5 To give access to the Owner or the Owner's agents with or without workmen at any time.
- 4.6 To occupy the Room personally
- 4.7 Not to purport to assign, charge, or in any other way allow another to occupy the Room or any part thereof nor to share occupation thereof. Specifically, the Occupier is prohibited from allowing the Room to be used for visitors using such schemes as Couchsurfing, Trustroots, BeWelcome, Warmshowers, Air bnb or similar (this list is illustrative only and not intended to be exhaustive or to limit the generality of the previous sentence)
- 4.8 Not to keep any animal bird or reptile in the Room
- 4.9 Not to use the Room or allow it to be used for any professional trade or business or any illegal or immoral purpose nor in any way (including by way of excessive noise) which may be a nuisance, damage or annoyance to the Owner or to the other occupiers or neighbours in the vicinity
- 4.10 Not to use the property/address for the purpose of conducting a business
- 4.11 to pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Owner in or in contemplation of
 - 4.11.1 the preparation and service, should that be required, of any notice or of any proceedings under sections 146 and 147 of the Law of Property Act 1925
 - 4.11.2 the recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith
- 4.11 Conditions attach to the circumstances under which students will be required to both vacate their rooms at the end of term or be permitted to remain in residence beyond the end of term. These are contained in the attached example "Going Out of Residence / Going Down Form", the terms of which are, where relevant, incorporated into this agreement.

5. The Owner's Obligations

- 5.1 The Owner agrees with the Occupier that the Occupier, on paying the Residence Charge and performing all the obligations on the Occupier's part herein contained may, subject to Paragraph 3.3 of the main Agreement set out above, to occupy and enjoy the Room during the Occupation Period
- 5.2 The Owner shall provide to the Occupier services for the cleaning of the Room, the frequency and amount of which shall be reasonable but entirely within the discretion of the College.
- 5.3 So far as practicable the Owner shall keep clean and reasonably lighted the passages landings staircases and all shared toilet shower and bathroom facilities and those kitchen areas in the Building that are available for the Occupier's use.
- 5.4 The Owner shall provide for use by the Occupier in the Room and the common parts of the Building such furniture and effects as the College shall from time to time determine

6 Agreements and Declarations

Provided always that it is hereby agreed and declared as follows:

- 6.1 For the avoidance of doubt, and without prejudice to the status of the Agreement as a Licence to occupy, if the Occupier seeks to recover possession of the Room if the Residence Charge or any part thereof or any other money payable under this Agreement shall be in arrear or unpaid for at least twenty-one days after the same shall become due (whether formally demanded or not) or in the event of the breach of any of the undertakings on the part of the Occupier herein contained the Owner will exercise its right to enter the Room and immediately thereupon the Occupier's occupation shall absolutely determine but such entry shall be without prejudice to any right or remedy which the Owner may have in respect of any antecedent breach or non-observance by the Occupier of any of the provisions of this Agreement
- 6.2 If the Residence Charge or any part thereof or any other money hereby made payable shall not be received by the owner within fourteen days after the same shall have become due then in addition and without prejudice to the right of entry in clause 6.1 hereof or any other remedy of the Owner, the owner shall be entitled to charge a surcharge of £10 and if payment is not received within 14 days of the date on which sums fall due the owner shall be entitled to charge interest at the rate of 2% per month or part thereof on the sum or sums due to the owner from the date on which sum or sums fall due until the day on which payment is received by the Owner
- 6.3 The Occupier acknowledges that this Agreement is an agreement linked to the provision of academic services by the Owner and that the College, as Owner, has the right to take such steps as are appropriate, reasonable and necessary to recover all indebtedness to the College, or to settle it on terms, if possible before the Occupier is presented for the degree or degrees of the University for which the Occupier is registered.

- 6.4 Any person who is not the Occupier and who makes payments due from the Occupier under this Agreement does so as agent for the Occupier

The Owner hereby gives notice to the Occupier that the Occupier may serve notices (including notices in proceedings) on the Owner at the Bursar's office at the College until the Owner gives to the Occupier notice of an alternative address in England or Wales for that purpose.

EXAMPLE GOING OUT OF RESIDENCE

TERM

(NB exact terms may change from term to term)

All undergraduate students are required to complete:

1. **KEEPING TERM CERTIFICATE** – This is a University requirement, without it you may not be able to graduate.
2. **GOING DOWN FORM** – This tells the College your planned date of departure and planned date of return.

For convenience, these are on the web, the link is at the end of this email.

THESE WEB-BASED FORMS MUST BE COMPLETED BY NOON ON *Date*. IF YOU FAIL TO COMPLY WITH THIS REQUEST YOU WILL BE CHARGED £15.00 TO COVER ADDITIONAL ADMINISTRATION COSTS WHICH WILL BE ADDED TO YOUR TERMLY BILL

FULL TERM ENDS ON *DATE*

Tutorial permission is required to stay in College after:

10am Saturday, *Date*

and return before:

Lunchtime, Saturday, *Date*

To stay in College-owned accommodation between these dates, you need to obtain agreement from the Senior Tutor's Assistant. **Permission will be given only if sufficient accommodation is available and if there is a compelling reason for your continuing to stay in College.**

If you are requesting to stay over the vacation in full or part, you should say whether you live outside the UK. Please also ensure details of your Tutor appear on the form, as the Senior Tutor's Assistant may need to contact him/her for confirmation of your need.

There will be a standard vacation rent of *ERate* per day for all rooms. The College reserves the right to invoice you for payment in advance of your vacation stay.

If you request to stay up or return early (outside of term) and permission is granted, you will be taken to have agreed to take the room for the period and for the amount specified and a charge will be levied for the whole period of time in question – for *Year* this is *ERate* per day regardless of whether you take up occupation or not. At least 48 hour's notice prior to the first day of arrival is required in order to cancel the booking without incurring this charge.

Preparation for University Examinations

Students preparing for **FINAL** year examinations will be given priority for accommodation over the Easter Vacation. However, accommodation is limited and, normally, finalists are given permission to stay up for either the first two weeks or last two weeks of the vacation, and not seek to stay for the entire vacation, unless they have strong academic and/or tutorial reasons for wishing to do so.

RETURNING NEXT TERM

You are required to obtain permission from the Senior Tutor's Assistant if you wish to return into residence before Saturday *date*.

NEXT FULL TERM BEGINS ON TUESDAY DATE

This is the last day for return to Cambridge. Lectures will commence on Thursday *date*.

NOTE: Occupants of 1 & 1A SYLVESTER ROAD, 2, 4, 5 & 6 ADAMS ROAD

The same arrangements for vacating rooms during the vacation apply as in the main College building. Rooms in these houses will be required to re-house students who will be staying in College over the vacation period.

BEFORE LEAVING CAMBRIDGE

You are reminded that the **College Regulations require you to see your Tutor at the end of each Term**. When you go down you **must sign** the final Exeat Book at the Porters' Lodge and hand in the key to your room **by 10.00am**. The Residence Charge for your room is chargeable until the end of Term, even if you go down earlier. **Failure to sign-out and/or hand in the key will result in a £10.00 charge**. You should ensure that your room is left in a clean and tidy state so that the cleaners can carry out their vacation duties without hindrance. Perishable food and drink must not be left in either your room or in staircase kitchen lockers and refrigerators. You may leave personal belongings in your room over the vacation **only** if they are secured in the lockers above the built-in wardrobes; **the College cannot accept responsibility for loss in your absence**.

Kettles provided by the College should not be locked away.

You should note that all rooms are inspected just after they have been vacated and if there is any damage to your room, you will be charged for repair. The cost will be put on your next term's bill.

You are advised to remove anything of significant value. You must have your belongings packed and have vacated your room and checked out at the Porters Lodge **by 10.00am on the day of your departure** so that your room may be prepared for re-occupation on the same day. **Failure to do so will result in a payment of compensation to the College at the rate of £Rate per day or part day**.

You should note that all rooms are inspected just after they have been vacated and if there is any damage to your room, you will be charged for repair. The cost will be put on your next term's bill.

STORAGE OF PERSONAL BELONGING DURING THE VACATION

STORAGE FACILITIES

Everything that belongs to you must be **carefully** removed from the walls etc and either taken away with you or locked away in the overhead lockers.

Fridges must be removed from all Main College rooms. Exceptionally, **for this vacation only**, they may be stored in the top kitchen of your own staircase. They must be thoroughly cleaned before storage and must be clearly labelled with your name and room number. For residents of the hostels, again **for this vacation only**, fridges may be left in individual rooms but must be emptied, switched off and thoroughly cleaned. Fridges stored in kitchens and left in hostel rooms are left at your own risk and are not insured by the College.

Storage in the College is very limited and if you live in the UK you should plan to take everything home.

The Head Porter is responsible for managing the Trunk Room and rules for its use have been circulated by the RCSA President. Please refer to the rules which state that **UK based students are permitted to leave one item of luggage, and International students and UK students travelling home by bus, plane or train may leave two additional items.**

- Access to the Trunk Room will be restricted to specific times and dates, and monitored by a Duty Porter. The times will be circulated by the Head Porter and access will not be available outside of those periods.
- Storage will only be accepted in the following containers – Trunks , suitcases and sealed boxes. Soft bags and carrier bags will not be permitted.
- Fridges may be stored in the Trunk Room by International Students only.
- Every item **MUST** have a label provided by the Porters' Lodge identifying your name and removal date. Failure to remove the item by that date will incur an administration charge of £20.00 to your College account. If the item is not subsequently removed following three requests over a 4 week period, **disposal will be arranged'**

Cycles

- Any cycle being left in College over the Vacation period must be marked clearly with a Robinson College number and stored in the **Bin Brook Cycle Store**, which will remain locked during this period
- Cycles must not be left in Hostel racks or the racks at the front of College, and must be placed in the Bin Brook cycle store for safe keeping
- Individual College cycle numbers together with a cycle marking kit, are held in the Porters' Lodge

Junior Members are reminded that any personal items left in College are **not insured by the College under any circumstances.**

LIVING OUT STUDENTS

Students living out elsewhere are reminded that the regulations regarding keeping Term, seeing Tutors, etc apply equally to them. It is also essential that we have details of the dates when you are going down and when you are returning.

Dr D A Woodman
Senior Tutor

Keisha Sharp
Senior Tutor's Assistant

Web-based Forms can be accessed here:

<http://www.robinson.cam.ac.uk/college-life/going-down-form>