

Deposit	
From room	
Admin Charge	



Account no:		
1 st Quarter		
2 nd Quarter		
3 rd Quarter		
4 th Quarter		

Darwin College, Silver Street, Cambridge CB3 9EU

ACCOMMODATION LICENCE

Introduction

1. This agreement governs the licence granted by Darwin College, Cambridge to
«Name» «SURNAME» (the Licensee)
for the purpose of occupying the room provided and known as
«Bed_Address1» in «BuildingName»
for the period beginning on (the start date)
«FromDate»
and ending the following 31st August (the end date which may be amended in accordance with paragraphs 3c, 3d and 3e below)
in return for the payment of a licence fee of
£«RoomPoint»
per week howsoever levied.

Interpretation

2. In this agreement:
 - a. ~~this agreement~~ means this document and any attached annexes and schedules unless expressly excluded from this agreement;
 - b. ~~the College~~ means Darwin College, Cambridge and ~~we~~ ~~us~~ ~~our~~ and other forms are to be construed accordingly;
 - c. the Licensee is referred to as ~~you~~ ~~your~~ and other forms are to be construed accordingly;
 - d. ~~the parties~~ are you and us;
 - e. ~~the room~~ means the specific room identified in Paragraph 1 above;
 - f. ~~the accommodation~~ means the room and the building in which it is situated;
 - g. ~~College property~~ means all College buildings and gardens;
 - h. ~~occasional~~ means done infrequently and irregularly;
 - i. ~~in writing~~ includes communication by e-mail;
 - j. any clause that specifies agreement with the College or similar is to be taken as meaning agreement with the Domestic Bursar, Clerk of Works or the Accommodation Manager as appropriate.

The Licence

3. It is agreed between the parties that:
- a. the licence covers the Licensee's sole use of the room provided whilst the Licensee is undertaking an approved and formally recognised course of study or research in the University of Cambridge and/or another organisation approved by the College;
 - b. the Licensee is responsible for the licence fee from the start date until the end date;
 - c. the end date and licence may be extended:
 - (1) for periods of a term up to 31st August in the following academic year only in exceptional circumstances, including but not limited to medical and welfare reasons, and when the application is supported by the Dean; or
 - (2) for shorter periods at the discretion of the College;
 - d. the end date may be brought forward and the licence terminated early:
 - (1) to a date on or around the date on which the licensee completes their course of study;
 - (2) if the licensee is required to leave College accommodation in circumstances including but not limited to academic requirements (such as field study), intermission or disciplinary reasons;
 - (3) after 1st July on presentation of an accommodation contract (or evidence thereof) starting before 31st August and with two weeks notice, the expiry of which is the new end date¹; or
 - (4) otherwise at the discretion of the College but only in exceptional circumstances and supported by the Dean.
 - e. the licensee is responsible for any request for:
 - (1) an extension of the end date in the event of circumstances described in paragraph 3c arising; or
 - (2) an earlier end date in the event of circumstances described in paragraph 3d above arising;and no alteration of the end date will be valid unless it is agreed in writing by the College;
 - f. the end date howsoever amended is the date on which:
 - (1) all keys issued must be returned to the Porters Lodge unless the College agrees some other arrangement in writing;
 - (2) the Licensee's liability to pay the licence fee ends²; and
 - (3) the Licensee must vacate the accommodation by 2359 hours.
 - g. the licence fee covers all utilities including but not limited to gas, electricity and wired and wireless internet access where available;
 - h. the licence fee will be invoiced quarterly in advance in such form as the College determines;
 - i. the Licensee does not enjoy exclusive possession of the room, is required to share the use of bathrooms, kitchens, laundry and other similar rooms in the building and is subject to various conditions on the use of the room and building as detailed in this agreement;

¹ For example, to end this agreement on Saturday 1st July 2017 because the Licensee wishes to move to private accommodation on that date, notice would need to be given on Friday 16th June 2017. If notice were given later, then the end date would be later than 1st July 2017.

² If the end date is, for example, 12th July then the licence fee will be charged up to and including that date.

- j. the Licensee may be required, with or without notice, to move to another or vacate the room temporarily or permanently;
- k. the licence is not protected under the Rent Acts, the Housing Act 1988 or any other associated legislation.

Specific terms and conditions

4. The Licensee agrees:

On arrival and whilst in occupation:

- a. to pay a key deposit of £100 within seven days of an invoice for such being raised by the College. Loss of a key may result in the Licensee being charged not only for its replacement but also for the replacement of associated locks in addition to any administrative fee levied to cover items such as but not limited to College maintenance staff time;
- b. to become familiar with College fire procedures howsoever published and/or displayed and especially:
 - (1) keep stairways, landings and corridors clear at all times,
 - (2) not to wedge open or obstruct fire doors in any way and
 - (3) not to tamper with fire alarms, door closers and other fire detection and fire-fighting equipment (which may additionally be an offence under the Regulatory Reform (Fire Safety) Order 2005);
- c. to pay the full amount of the quarterly licence fee within seven days of an invoice being raised by the College;
- d. to place in writing to the Accommodation Office within 4 weeks of signing this agreement any discrepancies regarding the room inventory such as but not limited to missing items or items not recorded as damaged or worn;
- e. subject to the College's liability under paragraph 5(a) below, to accept the risk personally or to provide his or her own insurance against loss or damage to belongings brought into the accommodation or damage to the accommodation itself.
- f. not to sub-let the room or any part of the accommodation;
- g. not to smoke inside any College building and only smoke outside in designated areas;
- h. not to bring into, store or consume in any College property any illicit or illegal drugs;
- i. not to use in the accommodation any cooking, heating or lighting appliance that burns paraffin or any other liquid or solid fuel. Examples of such appliances include, but are not limited to, shisha pipes, incense or candles;
- j. with the exception of cigarette lighters and small (125ml or smaller) containers of lighter fuel, not to keep in the accommodation any liquid or solid fuel including but not limited to paraffin, liquid barbecue fuel and firelighters;
- k. not to bring into the accommodation any explosives, fireworks, or firearms (including but not limited to compressed air weapons and shotguns);
- l. only to bring into the accommodation furniture with the written permission of the College. Furniture includes but is not limited to beds, mattresses, futons and sofas;
- m. only to have in the accommodation furniture and soft furnishings that comply with current fire safety regulations regarding fire-retardant material;

- n. only to keep and use kitchen appliances in shared kitchens. Examples of such appliances include, but are not limited to, kettles, toasters and rice cookers. Additional fridges and freezers are not permitted;
- o. to ensure all electrical equipment, including extension leads and adapters, used in the accommodation is electrically sound and used in accordance with the manufacturer's instructions and other statutory requirements and agrees to the removal of unsafe equipment by College staff. Square adaptors and connecting extension leads into other extension leads are not permitted;
- p. to allow the College to PAT test his or her electrical equipment and specifically:
 - i. to conform with the requirements of the arrangements made for PAT testing of which the College will issue notice in the Michaelmas Term;
 - ii. to grant College organised PAT testers access to his or her room for the purposes of testing of and certifying by way of applying an adhesive sticker to his or her electrical equipment;
 - iii. to present electrical equipment purchased subsequent to any College organised PAT testing to the Clerk of Works and to agree that there may be an extra charge levied for such testing;
- q. not to use a portable electric heater without written permission from the College;
- r. not to install any satellite receiving dish, cable TV equipment or similar on the outside of the accommodation;
- s. to be responsible for any TV or other telecommunications licence required in connection with use of such equipment in the accommodation;
- t. to allow College officers, staff and contractors access to the Licensee's room to carry out essential duties including, but not limited to, emergency repairs, replacement and/or cleaning of fixtures and fittings and health and safety and hygiene inspections;
- u. not to paint, redecorate or otherwise alter the accommodation in any way without permission in writing from the College;
- v. not to use items such as but not limited to adhesive putty (~~Blu-tac~~ ~~White-tac~~ or similar), picture hooks, adhesive tape, staples or drawing pins to attach posters, pictures or similar to the wall without the written permission of the College. Any unauthorised use of such items may result in a charge being made as a result of the damage caused;
- w. not to remove any fixtures or fittings belonging to the College from the accommodation in which those fixtures or fittings were originally located;
- x. not to remove the mattress's protective cover and to use bed linen;
- y. to maintain the room, the accommodation and any garden attached thereto in a clean and tidy state;
- z. to report to the Clerk of Works any fault with the accommodation as soon as is reasonably practicable after such fault becomes known to the Licensee;
- aa. to replace light bulbs in the room using only those light bulbs provided or approved by the Clerk of Works;
- bb. not to barbecue or otherwise cook outside on any College property except when using the ~~Small Island~~ in accordance with the terms and conditions applicable at the time of using that island;
- cc. to respect the right of quiet enjoyment of those in neighbouring properties and not to make any unreasonable noise or disturbance between 2359 hours and 0600 hours on Sunday evenings to Friday mornings and 0200hrs to 0700 hours on Saturday and Sunday mornings;
- dd. to ensure any bicycle owned or leased by the Licensee is kept in accordance with the relevant policy in place at the time of signing this agreement;

- ee. not to bring any bicycle into the accommodation;
- ff. not to keep animals on College property without permission in writing from the College;
- gg. to be environmentally responsible including but not limited to switching off lights and electrical equipment when he or she is not in the room or the accommodation and to follow recycling and other environmental requirements and guidelines;

With respect to motor vehicles

- hh. to comply with any additional licence conditions specific to any property restricting the keeping of motor vehicles;
- ii. if such conditions are not imposed, only to keep a motor vehicle in accordance with University Statutes and Ordinances and the requirements of the University Motor Proctor;
- jj. if a motor vehicle is kept in accordance with Paragraph 4ii above not to cause neighbours of the Property any nuisance by activities including but not limited to parking other than in accordance with local authority or other regulations or anti-social use;
- kk. not to park or store a motor vehicle on College property without the express permission of the College;

With respect to computers and data networks

- ll. to comply with those rules and guidelines for the use and misuse of computers laid down by the Cambridge University Computing Service and associated groups including but not limited to the Information Strategy and Services Syndicate, the Cambridge University Data Network and the Janet Network;
- mm. to allow statistical data being gathered on the Licensee's network usage, including identification of remote sites and traffic volumes to or from those sites. This data may be used for network administration, advice to or cautioning of that user and/or possible charging for excessive use. This data may be shared between the network administrators of the College and of the University;
- nn. agrees the University or the College can at its own discretion and without advance warning disconnect the Licensee for any breach of paragraph 4(ii) above or in the event that the College IT Department judges the device or usage to be a threat to the good operation or integrity of the network;

With respect to guests:

- oo. not to have overnight guests except occasionally³ and only then having informed the Porters Lodge in order to comply with fire evacuation procedures. Long-term or regular sharing is not allowed;

With respect to vacation:

- pp. on vacation to remove all personal belongings from the accommodation and to leave the room and those parts of the accommodation for which the Licensee has been responsible clean and tidy;
- qq. that the key deposit and any refund of licence fees due to vacation before 31st August in accordance with paragraphs 3c, 3d, 3e and 3f will only be returned by the Accounts department after the return of all keys issued and payment of all licence fees, damages and other charges reasonably levied by the College. Any such other charges may be deducted from any refunds due;
- rr. that monies held on laundry cards will only be refunded by the Porters Lodge during weekday office hours;

³ From the College website: "'Occasional' means just that: once in a while or now and then. For example, once or twice a term for one or two nights would be 'occasional'. Only one guest per room is allowed. Long-term or regular sharing is not allowed and is in breach of your license conditions."

Extra charges:

- ss. that a failure to be environmentally responsible in accordance with paragraph 4(gg) may result in additional utilities and/or administrative charges being levied;
 - tt. to pay for damaged items and any cleaning necessary because the room is not left in a clean and tidy state in accordance with the attached list of housekeeping and room damage charges which is not part of this agreement and which may change from time to time.
5. The College agrees to:
- a. accept liability for loss or damage caused by its breach of the terms of this agreement, its statutory obligations or wilful or negligent acts or omissions of its servants, agents and contractors;
 - b. give notice wherever possible of any visits by College staff or contractors to the Licensee's room;
 - c. give notice where possible if the Licensee is required to move to another or vacate the room temporarily or permanently;

Exemptions and reviews

6. Any applications for an exemption from the above terms and conditions or for a review of any decision made by the College in respect of an application made in accordance with the above terms and conditions should be made in writing to the Domestic Bursar who will reply, with reasons, in writing.

Breaches of terms and conditions

7. In the event the Licensee:
- a. is in breach of his or her obligations under this agreement;
 - b. is found guilty by the College, the University or the courts of a serious offence including but not limited to substance abuse or supply, violent or aggressive behaviour, harassment or damage to property; or
 - c. intermits or ceases to be a full-time student of the University
- then the College retains the discretion to:
- d. terminate the license made under this agreement;
 - e. refuse any application to extend this license or issue a new license for College accommodation; or
 - f. impose an academic sanction including but not limited to withholding presentation of the licensee for graduation.
8. Should the College decide not to terminate the license under 7(a) or (b) but the breach or behaviour continues or is repeated then the College reserves the right to terminate the license on that basis. A written warning to this effect will be served on the Licensee.
9. If the College decides to terminate the license under 7(b) then it may continue to do so even if an appeal is made by the Licensee with regard to those disciplinary or criminal proceedings that gave rise to the termination of the license under 7(b).
10. In the event the College decides to terminate this license then a written Notice to Quit shall be served on the Licensee giving him or her not less than four weeks to quit those premises made available under this agreement.
11. The Licensee remains liable for the license fee up to and including the date of vacation. The College will return to the Licensee any excess license fee, key deposit or other monies paid by the Licensee and refundable under this agreement less any reasonable costs and expenses of the termination.

12. Monies payable to the Licensee will only be paid after the Licensee has quit to the satisfaction of the College those premises made available under this agreement.
13. In the event the Licensee has not quit those premises made available under this agreement the College may apply to the court for an order for possession of those premises. In the event such an order is granted the College will ask the court further to order the Licensee pays the College loss of income and its reasonable legal costs and expenses incurred in the contemplation, preparation, prosecution and enforcement of those legal proceedings with interest.

Agreed by the Licensee:

Signed:	
Print name:	
Date:	

Agreed on behalf of the College:

Signed:	
Print name:	
Date:	
Position:	
Keys issued:	