

# POSTGRADUATE TENANCY AGREEMENT

## AGREED TERMS

### 1 PARTICULARS

This Agreement incorporates the Particulars.

### 2 TENANCY PERIOD

2.1 The Room shall be let to the Student for the Tenancy Period and thereafter in accordance with clause 2.3 upon the terms and conditions set out and incorporated in this Agreement.

2.2 This tenancy is not protected by the Rent Act 1977 and terminates at the end of the Tenancy Period unless otherwise terminated by the College pursuant to Clause 9 below.

2.3 Occupation of the Room outside the Tenancy Period is subject to availability and dependent upon payment of additional charges in accordance with the Fees and Charges Sheet 2020/2021. A Student requesting Casual Vacation Residence must apply in accordance with the Casual Vacation Residence Guidelines and deadlines.

2.4 Subject to the University Residence Requirement, the Student may come into residence at any time after the start of the Tenancy Period. Postgraduate students housed at the main College site will be required to leave the Room between 09/12/20 and 09/01/21 inclusive, known as Christmas closure. Postgraduate students housed at Swirles Court may stay in residence throughout the main site closure, provided notice is given to the Accommodation Manager when they request this.

### 3 INCLUSIVE RESIDENCE CHARGE

3.1 The Student shall pay to the College as rent the Inclusive Residence Charge and all other sums due under this Agreement.

3.2 The Inclusive Residence Charge is payable in advance payments being due on the Inclusive Residence Charge Payment Dates. A late payment fee may be imposed on any rents not paid within 10 days of the due date.

### 4 CAUTION MONEY

4.1 The Student hereby authorises the College to deduct from the Caution Money:

4.1.1 any rents (and interest thereon) due under this Agreement and not paid by the due date;

4.1.2 any late payment fee as referred to in clause 3.2 above;

4.1.3 the cost of repairing any damage to the Room caused during the Tenancy Period;

- 4.1.4 the cost of repairing any unattributable damage to the Common Areas relating to the room caused during the Tenancy Period;
- 4.1.5 the cost of replacing any item in the Room which is beyond reasonable repair; and
- 4.1.6 any expenses or costs incurred by the College in consequence of any failure by the Student to observe and perform the obligations and conditions of the Student in this Agreement as detailed in clauses 6.1.2 (f) and 6.1.13 and in the Damages Charges Sheet on the College's website.

## **5 GAS AND ELECTRICITY ETC**

Gas and electricity charges are charged to the Student in accordance with the Accommodation Handbook and the College's website on the internet. Such charges are determined by the College. The Student will be charged for all electricity used, so it is in the interests of the Student to use electricity (and gas) as economically as possible.

## **6 STUDENT'S OBLIGATIONS**

The Student agrees to observe and perform 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.

6.1 The Student agrees to observe and perform the Student's Obligations and any failure to do so will result in breach of this Tenancy Agreement. The Student's Obligations are as set out below:

### **6.1.1 BEHAVIOUR**

- a) To behave in accordance with the College Code of Discipline.
- b) The Student is responsible in particular to make himself/herself familiar with the College rules and regulations as set out in the Student Guide on the College's website on the internet and the Accommodation Handbook and in particular with fire regulations and the Student agrees to comply with all such rules and regulations.
- c) The Student is reminded that 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 not be wedged open or obstructed in any way. The Student shall not tamper with or remove fire alarm equipment and fire extinguishers.

- d) The Student shall comply with the COVID-19 charter and policies issued by the College. The Student is reminded that failure to do so will result in a breach of this Tenancy Agreement.
- e) The Student shall also comply with any further rules and regulations as issued by the College from time to time.

#### 6.1.2 USE OF THE ROOM

- a) To use the Room solely as a private dwelling for the purposes of study, sleep and quiet recreation in accordance with the College's primary purpose of education, learning and research and not to be occupied by more than one person save as permitted by paragraph 6.1.2 (b) below. The Student shall occupy the Room in such a way that no disturbance or inconvenience is caused to any neighbouring tenants or occupiers of neighbouring properties.
- b) The Student is permitted to allow occasional overnight guests to stay in the Room PROVIDED THAT the Student is permitted no more than one guest at any time and for no more than three nights in any week and each guest must be registered prior to his or her stay at the Porters' Lodge. For the avoidance of doubt, a breach of this paragraph entitles the College to terminate this Agreement in accordance with clause 9.
- c) The Student shall not permit any guests of the Student to have access to the Room in the absence of the Student.
- d) The Student is prohibited from allowing the Room to be used for visitors using such schemes as Couchsurfing, Trustroots, BeWelcome, Warmshowers, Air bnb or similar.
- e) The Student shall keep the Room (and any common areas (if applicable) within the building of which the Room forms part ("the Common Areas")) and its contents in a clean and tidy condition at all times and to take reasonable tenant-like care of the Room and the Common Areas. The Student shall make sure that any kitchen in the Common Areas is kept clean and tidy, and that the Student does his or her own washing up and puts away all cooking equipment and crockery following use.
- f) The Student shall clean and tidy all areas of the Room and the Common Areas (particularly the bathrooms and kitchens) that are not the responsibility of the College under the House Keeping Service Level Agreement in the

Accommodation Handbook. The College reserves the right to charge the Student for damage and losses other than caused by fair wear and tear; in particular where damage is caused to 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. In addition, the Student will not stop up the windows, nor display notices, banners, flags, or adverts in the window, on external doors, or in the Common Parts without the consent in writing of the College.

- g) If at any time the Room or the Common Areas are found to be in such an unclean condition so as to cause a breach of this Agreement the College reserves the right having given 48 hours' notice to the Student to employ contract or the College cleaners to remedy the situation the costs (or a reasonable proportion thereof as determined by the College) of which will be borne by the Student.
- h) The Student shall not take down the curtains or the curtain linings in the Room or the Common Parts. The Student will not place any rugs or mats in the Common Parts.
- i) Where window restrictors are fitted, these must not be removed.
- j) The Student shall not use the Room or the Common Parts for immoral or illegal purposes.
- k) The Student shall not smoke in the Room or anywhere in the College, save for in designated Smoking Areas.
- l) The Student shall not put up TV aerials or Satellite Dishes outside his or her Room or externally.
- m) The Student will not park on the estate roads or on the Common Parts without the College's permission, or use the estate roads for loading/unloading without permission.
- n) The Student will not pour oil, grease, rice, coffee grounds or other deleterious materials into sinks or other drainage facilities in the Room or in the Common Parts.
- o) To ensure that buildings rated BREEAM "Excellent" (Swirles Court and Ash Court) are occupied in such a way to maintain the rating [www.breeam.com](http://www.breeam.com)

6.1.3 REFUSE

- a) The Student shall not keep or store refuse in any part of the Room except in the proper place as determined by the College and will comply with the College's provisions for waste management.
- b) Refuse is not to be left in or outside the Room at the end of this Agreement.

6.1.4 GARDEN/GROUNDS (WHERE APPLICABLE)

The Student shall keep the garden/grounds in reasonable order and shall ensure that the garden/grounds and surroundings are kept tidy, in good order and clear of paper, discarded bicycles and other rubbish. The Student shall also not lop top cut down remove or otherwise injure any trees shrubs or plants growing in the garden/grounds and shall not alter the general character of the garden/grounds and shall under no circumstances hold a barbecue in the garden/grounds.

6.1.5 PETS

The Student shall not keep pets (other than guide dogs) or other animals in the Room or on any other property of the College.

6.1.6 PROHIBITED APPLIANCES

The Student shall not use or keep in the Room or the Common Areas (or any other property of the College) any cooking, heating or lighting appliance which 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). The Student shall 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). Firearms, candles, fairy lights, cooking appliances or any other item considered by the College's Health and Safety Office to pose a risk to the health and safety of other members and employees of the College are not permitted to be used in the Room or the Common Areas (or any other property of the College) at any time.

6.1.7 SUBSTANCES

The Student shall not keep in the Room or the Common Areas (or any other property of the College) any inflammable or dangerous or offensive or illegal

materials or substances. The Student will comply with the terms of the College's Drug and Alcohol Policy. For the avoidance of doubt, a breach of this policy entitles the College to terminate this Agreement in accordance with Clause 9.

6.1.8 BICYCLES

The Student shall not keep or store bicycles in the Room or the Common Areas. Bicycles must only be left in the designated areas i.e. bike stores or racks. Bicycles brought into the Room or any stairways, landings, corridors, hallways or access ways serving the Room will be removed.

6.1.9 DEFECTS

The Student shall report any defects to the Room or the Common Areas to the College without delay in accordance with the procedures set out in the Accommodation Handbook.

6.1.10 PERSONAL ELECTRICAL APPLIANCES/EQUIPMENT/FURNITURE

The Student is responsible for all his/her personal electrical appliances/equipment and must permit and make available all such items for safety testing by the College. Items that are not safe electrically must not be used in the Room or the Common Areas or any other property of the College unless they are repaired to a safe standard. If in doubt the Student shall contact the Maintenance Department. Any furniture and soft furnishing items belonging to the Student shall comply with the latest safety regulations regarding fire retardant materials. Items of furniture, fixtures and fittings belonging to the College are not to be removed from the Room or the Common Areas under any circumstances and double beds, extra beds, futons and other furniture are not to be brought onto the Room or the Common Areas. Where the College provides linen such linen should be used together with sheets and pillowcases. If mattresses are covered with a protective cover such cover must not be removed. Duvets and pillows may be borrowed or purchased at advantageous prices through the Housekeeper.

6.1.11 LIGHT BULBS

The Student is responsible for replacing electric light bulbs in the Room; these can be obtained free of charge from the Porters Lodge. Light bulbs that are difficult to replace (e.g. shaver lights) will be replaced by the Maintenance Department. Light bulbs must not be removed from any public areas,

particularly stairways, landings and corridors.

6.1.12 REDECORATION

The Student shall not redecorate the Room or the Common Areas nor make alterations of any kind to the Room or the Common Areas.

6.1.13 VACATION

- a) To vacate the Room promptly at the end of the Tenancy Period.
- b) To return the Keys to the College by 10am on the morning of departure/vacation of the Room by the Student. If the Keys are returned after that time, a charge will be payable by the Student.
- c) On vacating the Room all personal belongings and rubbish are to be removed and the Room and the Common Areas to be left clean and tidy. An inventory inspection will be made and items damaged or missing will be charged for. Any personal belongings left in the Room will be treated as College property and may be removed or destroyed. A charge will be made for removing and destroying them, which will be deducted from the Caution Money.

6.1.14 EMERGENCY EVACUATION

If, due to COVID-19 or for any other reason, the College should require the students to vacate their rooms, the Student shall vacate the Room promptly and return the Keys to the College. When vacating the Student must remove all personal belongings from the Room, and the Room and Common Areas are to be left clean and tidy. The Student hereby gives the College title to any personal belongings left in the Room once vacated, so they may be treated as College property and may be removed or destroyed. A charge will be made for removing and destroying them, which will be deducted from the Caution Money.

6.1.15 ALIENATION

The Student shall not assign sublet share or otherwise part with possession of the Room save as hereinafter provided.

6.1.16 ACCESS

The Student shall:

- a) having been given reasonable prior notice (except in emergency) allow access at reasonable times to the College or its agents or College staff for the purpose of inspecting the Room and carrying out their duties and repairs;
- b) allow access at reasonable times to the College or its agents or College staff for the purposes of regular cleaning; and
- c) upon giving 48 hours prior written notice to enable the College, or its agents or College staff to carry out periodic inspections of the Room and its contents. The Student shall always have the right to be present at such inspections.

## **7 COLLEGE'S OBLIGATIONS**

7.1 The College agrees to observe and perform the College's Obligations set out below:

### **7.1.1 REPAIRS AND MAINTENANCE**

- a) To rectify defects in the Room that are brought to the College's attention in accordance with the Accommodation Handbook.
- b) To maintain, repair and renew the Room and the Common Areas in accordance with the Accommodation Handbook, any Health and Safety Regulations, including British Standards, and with any building, planning and housing legislation and regulations.
- c) To carry out planned maintenance including decoration and refurbishment to the Room and the Common Areas in accordance with the College's budget and causing as little inconvenience as possible to the Student.

### **7.1.2 CLEANING**

- a) To clean the Room at the beginning and end of the Tenancy Period in accordance with the Accommodation Handbook.
- b) To clean the Common Areas regularly.
- c) To collect refuse from the Property and the Common Areas in accordance with the Accommodation Handbook.

### **7.1.3 SAFETY AND SECURITY**



- a) To take appropriate measures to safeguard the security of the college property of which the Room forms part and to limit late night access to such property and require that guests are accompanied in accordance with the Access Regulations.
- b) To deal appropriately with emergency situations and to provide the Student with information about procedures for emergency evacuation from the College property of which the Room forms part, including the evacuation of students with a disability.
- c) To practice emergency evacuation from the College property of which the Room forms part at least once annually.
- d) To seek prevent or deal effectively with any anti-social behaviour (including breaches of the Code of Discipline; 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.
- e) In complying with paragraph 7.1.3(d), the College may impose written warnings, penalty fines, or for more serious offences the College may expel the Student from the College in accordance with the College's rules and regulations and Code of Discipline.

#### 7.1.4 HEATING AND LIGHTING

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

## **8 TYPE OF TENANCY AND WITHDRAWAL**

8.1 The Student agrees that the Room is let to him/her in consequence of his/her pursuit or his/her intended pursuit of a course of study at the University of Cambridge and as such will be granted a tenancy in accordance with Schedule 1 Section 8(1) of the Housing Act 1988 ("the Act") which tenancy is not an assured tenancy within the meaning of the Act.

8.2 It is agreed that in the event of the Student:

8.2.1 although remaining a student of the University of Cambridge should at any time and with tutorial permission during the Tenancy Period wish to vacate the accommodation; or

8.2.2 ceasing to pursue a course of study at the University of Cambridge:

the Student shall give immediate written notice of the same to the College and will be bound to give up the tenancy hereby created forthwith and possession of the Room may be recovered by the College.

8.3 In these circumstances the Student shall pay the full Inclusive Residence Charge for the relevant Term unless a replacement University of Cambridge student acceptable to the College is found to take over a tenancy of the Room in which circumstance the Student's liability to pay the Inclusive Residence Charge shall cease on the date upon which the replacement University of Cambridge student takes possession of the Room.

## **9 REMOVAL**

The Student agrees to vacate the Room on the termination of this Agreement (howsoever determined) without any legal notice or process of removal. It is a condition of this Agreement that in the case of non-payment of rents or breach of any of the conditions of this Agreement the College, or its agents or College staff may give notice in writing to the Student to terminate this Agreement and without further warning re-enter and take possession of the Room together with the furniture and effects, without prejudice to the College's rights to recover any of the rents or other sums of money that may be due or become due.

## **10 KEYS**

The Student hereby acknowledges receipt of the Keys to the Room and acknowledges that if the Keys are not immediately returned to the College by 10 am on the morning of departure/vacation of the Room by the Student, a charge will be payable by the Student.

## **11 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.

## **12 ADDRESS FOR SERVICE**

The College's address for service of notices is the Bursar's Office, Girton College, Cambridge CB3 0JG.

## **13 DATA PROTECTION**

By agreeing to the terms and conditions of this Agreement, the Student will be deemed to have given his or her consent for the College to be able to use the Student'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 Student, or to others, or to the College's or other people's property).