

GIRTON COLLEGE
FELLOWS ASSURED SHORTHOLD TENANCY AGREEMENT

TAKE NOTICE THAT THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU.

By signing this agreement, you are agreeing to become liable for rent. You cannot assign this agreement. You are agreeing to keep the Property clean, tidy and in the same state as it is in now.

PARTICULARS

DATE: []

THE COLLEGE: GIRTON COLLEGE (registered charity number 1137541) of Girton, Cambridge, CB3 0JG

THE FELLOW:

PROPERTY: Room [] situated at []

KEYS: [] sets of [] keys relating to the Property

PERIOD: Six months from and including [] and thereafter from month to month until terminated in accordance with clause 21 of this Agreement.

RENT: £[] per week if the Fellow is the sole occupier of the Property [or £[] per week if the Fellow is sharing occupation of the Property with his or her partner and children] pursuant to clause 9.1 of this Agreement (subject to any discounts that may apply in accordance with the Fellows Fees and Charges Sheet [] and then as revised pursuant to this Agreement.

RENT PAYMENT

DATES: On the 15th day of each calendar month.

The College and the Fellow agree to a letting to the Fellow as set out on the Agreed Terms following.

Signed for the College:

Signed by the Fellow:

AGREED TERMS

1 PARTICULARS

This Agreement incorporates the Particulars.

2 ASSURED SHORTHOLD TENANCY

It is confirmed that this Agreement is intended to create an Assured Shorthold Tenancy under the Housing Act 1988.

3 PERIOD

The College agrees to let and the Fellow agrees to take the Property for the Period, at the Rent subject to the following agreements, rights, easements and covenants to which the Property is subject.

4 RENT

4.1 The Fellow shall pay to the College as rent, the Rent and all other sums due under this Agreement.

4.2 The Rent is payable monthly in advance on the Rent Payment Dates. A late payment fee may be imposed on any rents not paid within 10 days of the relevant Rent Payment Date.

5 REVIEW OF THE RENT

On 1 September each year during the Period, the College may increase the amount of the Rent to reflect inflation over the previous year by an amount approved by the Council of the College and the new Rent shall be notified to the Fellow in writing.

6 COSTS

6.1 The Fellow hereby agrees to pay to the College on demand:

6.1.1 the cost of repairing any damage to the Property caused during the Period;

6.1.2 the cost of replacing any item in or on the Property which is beyond reasonable repair; and

6.1.3 any expenses or costs incurred by the College in consequence of any failure by the Fellow to observe and perform the obligations and conditions of the Fellow in this Agreement.

7 GAS AND ELECTRICITY ETC

The Rent includes the cost of gas and electricity for heating and lighting unless detailed otherwise on the Fellows' rent sheet on the website. The Rent excludes Council Tax, which the Fellow covenants to pay to the relevant authority in respect of the Property.

The Fellow is expected to use the electricity as economically as possible and will be notified and may be charged additionally if usage exceeds expected and reasonable consumption.

8 FELLOWS' ACCOMMODATION GUIDANCE

The Fellow is responsible for making himself/herself familiar with the College rules and regulations and for behaving in accordance with them. The Fellow must make him or herself familiar in particular with the safety regulations, as set out in the college's statutes, the general regulations for employees and the Fellows' Guide (all of which are available to view on the college's intranet) and on the website. The Fellow 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 Fellow shall not tamper with or remove fire alarm equipment and fire extinguishers. The Fellow shall also comply with any further rules and regulations as issued by the college from time to time.

9 USE OF THE PROPERTY

- 9.1 The Property shall be used solely as a private dwelling and shall not be occupied by anyone other than the Fellow and the Fellow's partner and children PROVIDED THAT the Fellow shall notify the names of all occupiers of the Property to the Bursary. The Fellow shall occupy the Property in such a way that no disturbance or inconvenience is caused to any neighbouring tenants or occupiers. The Fellow is prohibited from allowing the Property to be used for visitors using such schemes as Couchsurfing, Trustroots, BeWelcome, Warmshowers, Air bnb or similar.
- 9.2 The Fellow shall keep the Property (and any common areas (if applicable) within the building of which the Property 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 Property and the Common Areas.
- 9.3 The Fellow shall clean and tidy the Property and the Common Areas that are not the responsibility of the College as notified to the Fellow by the Accommodation Manager or Junior Bursar.
- 9.4 The College reserves the right to charge the Fellow 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 Property or the Common Areas by attaching items to walls and ceilings using drawing pins, nails, stickers, hooks, blue tack and tape etc.
- 9.5 The Fellow shall make sure that any kitchen in the Property or Common Parts is kept

clean and tidy.

- 9.6 If at any time the Property 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 Fellow to employ contract or the College cleaners to remedy the situation the costs of which will be borne by the Fellow.
- 9.7 The Fellow shall not take down the curtains or the curtain lining, if any, at the Property. The Fellow will not place any rugs or mats in the Common Parts.
- 9.8 Where window restrictors are fitted, these must not be removed. In addition, the Fellow 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.
- 9.9 The Fellow shall not smoke in the Room or anywhere in the College, save for in designated Smoking Areas.
- 9.10 The Fellow shall not put up TV aerials or Satellite Dishes outside his or her Room or externally.
- 9.11 The Fellow 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.
- 9.12 The Fellow will not pour oil, grease or other deleterious materials into sinks or other drainage facilities in the Room or in the Common Parts.

10 REFUSE

- 10.1 The Fellow shall not keep or store refuse in any part of the Property except in the proper place as determined by the College.
- 10.2 Refuse is not to be left in or outside the Property at the end of this Agreement.
- 10.3 Refuse will be collected from the Property as notified by the College House Services Manager or Housekeeper.

11 PETS

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

12 PROHIBITED APPLIANCES

The Fellow shall not use or keep in the Property or the Common Areas (or any other property of the College) any cooking, heating or lighting appliance which burns paraffin or other liquid fuels and shall not dry any clothing on any heaters in the Property or the

Common Areas (or any other property of the College). The Fellow 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 Property or the Common Areas (or any other property of the College). Firearms, candles, fairy lights or any other item considered by the Health and Safety Officer 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 Property or the Common Areas (or any other property of the College) at any time.

13 SUBSTANCES

The Fellow shall not keep in the Property or the Common Areas (or any other property of the College) any inflammable or dangerous or offensive or illegal materials or substances. The Fellow will comply with the rules and regulations of the College in respect of alcohol and substance abuse. For the avoidance of doubt, a breach of this policy entitles the College to terminate this Agreement in accordance with Clause 21.

14 BICYCLES

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

15 DEFECTS

The Fellow shall report any defects to the Property or the Common Areas to the College without delay.

16 PERSONAL ELECTRICAL APPLIANCES/EQUIPMENT/FURNITURE

The Fellow 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 Property or the Common Areas or any other property of the College unless they are repaired to a safe standard. If in doubt the Fellow should contact the Maintenance Department. Any furniture and soft furnishing items belonging to the Fellow 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 Property or the Common Areas under any circumstances and double beds, extra beds, futons and other furniture are not to be brought onto the Property or the Common Areas. Where mattresses are covered such cover must not be removed.

17 LIGHT BULBS

The Fellow is responsible for replacing electric light bulbs in the Property; 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.

18 DECORATION

The Fellow shall not redecorate the Property or the Common Areas or make alterations of any kind to the Property or the Common Areas, including making any alteration to the curtains or the curtain linings.

19 VACATION

On vacating the Property the Fellow shall remove all personal belongings and rubbish from the Property and the Common Areas and the Property and the Common Areas shall be left clean and tidy. An inventory inspection will be made and items damaged or missing will be charged for by the College. Any personal belongings left in the Property will be treated as College property and may be removed or destroyed. A charge will be made for removing and destroying them.

20 ALIENATION

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

21 RECOVERY OF POSSESSION

21.1 Subject to clause 21.2, the College may terminate this Agreement by giving the Fellow two months' notice in writing that it requires possession. After the notice has expired and after the end of the period of six months from the start of the Period the College may commence proceedings to obtain a court order for possession.

21.2 The College covenants with the Fellow that the College will not exercise its right to terminate this Agreement under clause 21.1 until the Fellow ceases to be a Fellow of the College unless the Property is required by the College to house another tenant with priority needs in accordance with the policy of the College from time to time, or the Fellow is in breach of the terms of this Agreement.

21.3 If and whenever during the Period:

21.3.1 where rent is payable weekly or fortnightly at least eight weeks' rent is unpaid or where rent is payable monthly at least two months' rent lawfully due from the Fellow is unpaid or where rent is payable quarterly one quarter's rent lawfully due from the Fellow is more than three months in arrears or where rent is payable annually three months' rent lawfully due from the Fellow is more than three months in arrears; or

21.3.2 there is a breach by the Fellow of any obligation or other term of this Agreement; or

- 21.3.3 the grounds for possession in the Housing Act 1988 Schedule 2 Part I Grounds 2 or 8 or any of the grounds in Part II of that Schedule other than Grounds 9 or 16 apply; or
- 21.3.4 the Fellow becomes bankrupt, has an administration order made in respect of his or her assets, has a receiver appointed, makes an arrangement for the benefit of his or her creditors, or has any distress or execution levied on his or her goods, then the College may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.
- 21.4 The Fellow may terminate this Agreement at any time by giving the College not less than four weeks' notice in writing.

22 ACCESS

The Fellow shall:

- 22.1 having been given reasonable prior notice (except in emergency) allow access at reasonable times to the College or its agents or College staff with or without workers for the purpose of inspecting the Property and carrying out their duties and repairs; and
- 22.2 upon giving 48 hours prior written notice to enable the College, or its agents or College staff to carry out periodic inspections of the Property and its contents. The Fellow shall always have the right to be present at such inspections.

23 REMOVAL

The Fellow agrees to vacate the Property 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 Fellow to terminate this Agreement and without further warning re-enter and take possession of the Property 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.

24 KEYS

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

25 DECLARATION

The Property 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.

26 DATA PROTECTION

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

27 ADDRESS FOR SERVICE

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