Occupancy of Homerton College Property

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; Travel Day.

2 Interpretation

2.1 Words denoting one gender include all other genders and words denoting 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 Accepted 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, wastewater, electricity and other services from and to the Room

3.1.2 The right to use shared toilet, shower, bathroom and gyp room 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 (JCR/MCR).
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 4pm on departure Travel Day, locking the room and handing all keys to the Room to the Porters’ Lodge. All possessions must be removed from the room by the required time of vacation. Failure to vacate the Room will result in additional charges of £25.00 per night and lost key charges applied for any not handed in when checking out. (Please see Rules of Payment for late/lost key charges) The Owner does not accept responsibility for loss of, or damage to, personal belongings left in College during term-time or vacations.

4.3 The Occupier should note that a replacement charge of £25.00 is levied in the case of a room key not returned or lost. Other lost keys (e.g. gyp room cupboards) are charged separately at rates detailed in the Rules for Payment. An administrative charge of £5 is payable for keys returned within two weeks but the extra nights and surcharges incurred will still remain for failure to properly check-out.

4.4 The Occupier should note that payment for extra nights to return ahead of arrival Travel Day or remain in residence beyond 4pm on departure Travel Day must be made through the room booking link on the Student Intranet no fewer than 7 days in advance. If an exception is made a surcharge of £2.50 per night will be charged. Check-out time on any day other than Travel Day is 10am, and check-in time on a day before Travel Day is midday. Failure to hand in keys and sign out in accordance with this section will result in the same sanctions detailed in section 4.2.

4.5 To observe the University Regulations and the College Regulations.

4.6 To keep the interior of the Room and all its fixtures and fittings in neat and clean condition (fair wear and tear 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 and clean condition. Ensure you have completed and handed back the inventory check list when you move in to avoid being unnecessarily charged for any existing imperfections.

4.7 To give access to the Owner or the Owner’s agents with or without workmen at any time.

4.8 To occupy the Room personally.

4.9 Not to purport to assign, charge, or in any other way allow another neither to occupy the room or any part thereof nor to share occupation thereof. College reserves the right to charge for double occupancy for the full term and terminate your contract should you be in breach of this conditions.
4.10 Not to keep any animal, fish, bird, exotic insect or reptile in the Room.

4.11 Not to keep or store any bicycles in the Room.

4.12 Not to store or prepare any food in the Room.

4.13 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.

4.14 Not to smoke, use any naked flames, candles, lighters, joss sticks, oil lamps, cigarettes (including E Cigarettes) or any other items which could cause a fire hazard within any part of the Building, nor suffer or permit to be done any damage to the interior of the Room or to the Contents or to other parts of the Building and to make good or pay for all such damage PROVIDED THAT the Occupier shall not be liable for any damage resulting from fire caused otherwise than by the negligence of the Student or of any person who shall be in the Property with the Occupier’s consent.

4.15 Not to use in the Room any heating, lighting or cooking equipment which burns paraffin or other liquid fuels nor to do or suffer to be done on the Room any act or thing which may vitiate any insurance against fire or otherwise or of the Room or increase the ordinary premium thereof.

4.15 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:

4.15.1 The preparation and service, should that be required, of any notice or of any proceedings under sections 146 and 147 of the Law or Property Act 1925.

4.15.2 The recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith

4.16 Certain college rooms will be designated as fire warden rooms and therefore occupants of these rooms will be the designated fire wardens. This is not an onerous task but it should be noted that fire warden responsibilities cannot be passed to other Occupiers, and they must remain with the room. **You should therefore be aware that you might be required to take on the role of fire warden whilst you are occupying a room at Homerton College.**

4.17 From time to time Owner will conduct fire drills. This is a statutory requirement and the Occupier should note that at least twice a year there will be unannounced night-time fire drills. The Occupier and any guests must comply. Testing will be on Thursday mornings.
4.18 Not to introduce into the Gyp Rooms any additional cooking or storage equipment.

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) 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 and the laundering of bed linen, the frequency and amount of which shall be reasonable but entirely within the discretion of the College.

5.3 So far as is practicable the Owner shall keep clean and reasonably lighted the corridors, landings, staircases and all shared toilet, shower and bathroom facilities and gyp room areas in the Building.

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.

5.5 Please note, should any item be damaged and in need of replacing the owner will invoice the occupier the cost of a replacement item plus the vat rate, currently at 20%.

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 Owner 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 28 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 non-refundable late fee of £50.
6.3 The minimum charge levied in respect of clause 6.2 above, after 14 days of non-payment will be £5.

6.4 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 withhold presentation of the Occupier for any degree of the University of Cambridge until such time as all indebtedness under this Agreement is discharged, settled on terms, or waived.

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

7 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.

When notice is served to the Owner student Occupiers who believe they have an exceptional reason in which they require to break the residency agreement early, for reasons other than intermission or withdrawal will need to obtain a recommendation from their Tutor to do so. Requests will then be submitted to the Senior Tutor and College Accountant for review and approval. The applicable charges for an approved break will be to the last night in accommodation plus two weeks rent.