

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 date specified in the Schedule
- 4.2 To vacate the Room no later than 10.00am on Saturday 05 September 2020, or such earlier date as shall be specified in any notice of early termination.

Handing all keys to the Room to the Accommodation Officer of the College or as he/she shall direct and by these times and dates to remove all his or her possessions from the Room unless he or she has received prior written approval of the College otherwise

- 4.3 To observe the University Regulations and the College Regulations
 - 4.3.1 to be aware of the close proximity of neighbours and to act and behave accordingly, being mindful of the need to avoid causing disturbance to them
- 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 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
 - 4.10.1 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
 - 4.10.2 the recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith

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 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 practicable the Owner shall keep clean and reasonably lighted the passages, landings, staircases and all shared toilet shower and bathroom facilities and kitchen 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

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