

# 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; Girton College

## 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 02 September 2023, or such earlier date as shall be specified in any notice of early termination.

To attend the Porters Lodge at the Building to have their University card cancelled for door access and to sign out and by these times and dates to remove all their possessions from the Room unless they have received prior written approval of the College otherwise

4.3 To observe the University Regulations and the College/Girton 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

4.3.2 to understand 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. To agree that fire doors must not be wedged open or obstructed in any way, nor to tamper with or remove fire alarm equipment and fire extinguishers

4.4 Cleaning

4.4.1 to clean and keep the interior of the Room (and any common areas of the Building of which the room forms part) 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/the Building, to hand back occupation of the Room to the Owner in such neat condition

4.4.2 to clean and tidy all areas of the Room and the Common Areas (particularly the bathrooms and kitchens) that are not the responsibility of Girton College under its House Keeping Service Level Agreement in the Accommodation Handbook – copy available upon request

4.4.3 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 Girton College reserves the right having given 48 hours' notice to the Occupier to employ contract or the Girton College cleaners to remedy the situation the costs (or a reasonable proportion thereof as determined by Girton College) of which will be borne by the Occupier

4.5 To give access to the Owner or the Owner's agents or those of Girton College 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 or other living creature 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 Not to use the property/address for the purpose of conducting a business
- 4.11 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
- 4.11.1 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
- 4.11.2 the recovery of arrears of Residence Charge or other sums payable hereunder and proceeds in connection therewith
- 4.12 To note and undertaken to fulfil the following additional obligations in respect of occupation of the Building
- 4.12.1 To ensure that the Building rated BREEAM “Excellent” is occupied in such a way to maintain the rating [www.breeam.com](http://www.breeam.com)
- 4.12.2 Not to place any banners, posters or signs in any place which will be visible from the exterior of the Building
- 4.12.3 To take all practical steps to prevent smoking in or on the premises of which the Building is part
- 4.12.4 Not to permit music to be played so that it can be heard outside the Building
- 4.12.5 Not to park any vehicles on the estate roads at or around the Building
- 4.12.6 To comply with the estate provisions for waste management and recycling at the Building premises
- 4.12.7 The Occupier shall not use or keep in the Room or the Common Areas of 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. The Occupier 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. Firearms, candles, fairy lights, cooking appliances or any other item considered by/at the sole discretion of Girton College are not permitted to be used in the Room or the Common Areas at any time
- 4.12.8 The Occupier is responsible for all their personal electrical appliances/ equipment and must permit and make available all such items for safety testing by Girton College. Items that are not safe electrically must not be used in the Room or the Common Areas unless they are repaired to a safe standard. If in doubt the Occupier shall contact the Girton College Maintenance Department. Any furniture and soft furnishing items belonging to the Occupier shall comply with the latest safety regulations regarding fire retardant materials. Items of furniture, fixtures and fittings belonging to Girton 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.

4.12.9 Neither the Owner nor Girton College provide bedding or towels for use by the Occupier. The Occupier may provide their own linen or may purchase a bedding pack from Girton College in which case it will be delivered to the Occupier for their permanent ownership and use but will not be subsequently laundered by the Owner/Girton College. 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 Girton College Housekeeper

## **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 bathroom (within the Room), the frequency and amount of which shall be reasonable but entirely within the discretion of the College. The Occupier agrees to clean the interior of the Room itself as detailed at Paragraph 4.4
- 5.3 So far as practicable the Owner/Girton College shall keep clean and reasonably lighted the passages, landings, staircases and all shared toilet shower and bathroom facilities and those kitchen areas in the Building that are available for the Occupier's use
- 5.4 The Owner/Girton College shall provide for use by the Occupier in the Room and the common parts of the Building such furniture and effects as Girton 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**