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**LICENCE TO OCCUPY – FOR STUDENT ACCOMMODATION**

**EXAMPLE DOCUMENT ONLY, ACTUAL LICENCE MAY VARY**

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**Clare Hall are members of the ANUK National Code of Standards for larger student developments (Educational establishments)**

This document replaces all documents and arrangements previously in place for rental of accommodation at Clare Hall and is effective and in use from Michaelmas Term 2022.

This licence 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.

If you do not understand this licence or anything in it, it is strongly suggested you ask for it to be explained to you before you acknowledge and accept the agreement

THIS AGREEMENT is made on **\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**PARTIES**

(1) ***THE PRESIDENT, FELLOWS AND SCHOLARS OF CLARE HALL, CAMBRIDGE of Herschel Road, Cambridge CB3 9AL (the Owner) and***

(2) **……………………………………………………………** (name of the Licensee)

Of**…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….** (home address of the Licensee)

**THE PARTIES AGREE:**

1 Definitions and interpretation

1.1 Definitions

In this agreement:

Building means the building of which the Property forms part and known as Clare Hall, Cambridge CB3 9AL

Furniture and Furnishings means the Owner’s furniture, furnishings, installations and other items used by the Licensee from time to time in the Property of which an inventory will be taken at the start of your period of occupancy.

Insurance Policy means the Owner’s insurance policy on the Property;

Licence means the licence to occupy conferred by this agreement;

Licence Fee means the sum payable to the Owner each month for occupation of the Property;

Property means the Owner’s Accommodation [Accommodation Allocated] known as:

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*** [Full postal address] College means Clare Hall, University of Cambridge

1.2 Interpretation

1.2.1 Where the Owner or the Licensee consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this agreement and not just a proportionate part).

1.2.2 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

1.2.3 The clause headings do not form part of this agreement and shall be ignored in its interpretation.

**2 Nature of the agreement**

2.1 This agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties.

2.2 The Licensor retains control, possession and management of the Property (including without limitation for the purposes of maintaining repairing or decorating the Property and the Building, making regular inspections, carrying out cleaning or other services) and the Licensee has no right to exclude the Licensor from the Property.

2.3 The Licensee shall not be entitled to a tenancy or to an assured short hold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

2.4 The permission granted by this agreement is personal to the Licensee.

2.5 The Licensee is required to return this agreement (together with the Annex I attached to this agreement fully completed) to the accommodation.officer@clarehall.cam.ac.uk

Signed and dated with the deposit referred to in clause 4.2 of this agreement (payable by credit card or bank transfer) by **\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

Failure to return documents and pay the deposit by the specified date may put the accommodation at risk of being offered to another visitor.

**3 Licence to occupy**

3.1 The Licensee is a student enrolled and in attendance on a full time programme of study at the College.

3.2 The Owner permits the Licensee to occupy the Property, such occupation being by the Licensee personally only and to use the Furniture and Furnishings, for a period commencing on

[**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***] and ending on **[\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***]

3.3 The Owner grants the Licensee the right to use for the purpose only of access to and egress from the Property the pathway entrance hall staircase and passages (if any) in the buildings which lead to the Property.

3.4 Without prejudice to its rights under Clause 10 hereof, the Licensor shall be entitled at any time on giving not less than one weeks’ notice to require the Licensee to transfer to alternative comparable space elsewhere within the College and the Licensee shall comply with such requirement. Where moves are required on an emergency basis as much notice as possible will be given, but the Licensee shall be required to comply with such notice. If Clare Hall require the move to alternative premises, the Licence fee payable by the Licensee will remain unchanged. If the student requests a change the Licence fee payable will be the current rate for that accommodation.

**4 Payment**

The Licensee shall pay to the Owner:

4.1 The Licence Fee of [rental fee] **£\*\*\*** per month in respect of the occupation of the Property. The Licence Fee is subject to revision each October and the Licensee will be notified of any changes to the Licence Fee; thereafter the Licence Fee payable will be the revised amount set out in such notification.

**Students not affiliated with Clare Hall will have £180 per month added to their rental charges.**

4.2 a deposit of **£500** for flats and **£300** for single and double rooms must be reconciled before taking occupation, which the Owner must return on vacation of the Property by the Licensee at the determination of this agreement, subject to any reasonable amount to compensate the Owner for any damage, loss occurring through breach of this agreement, and disposal of any effects left in the Property.

**Students not affiliated with Clare Hall will be expected to pay a deposit equivalent to one full month licence fee and will be expected to pay an additional one month licence fee before the date of occupation.**

**Deposits are not held in a specified deposit-protection scheme, and are instead held centrally in the College account for the length of the occupation.**

4.3 The Licensee is liable for the Licence Fee during the whole period specified in clause 3.2 of this agreement, and the College shall make no reduction in the Licence Fee for late arrival or early departure, or for periods of absence during the agreed period of occupancy. Early termination may be given by either party and is referred to in clause 9.7

4.4 For short stays of 30 days or less rental charges are increased by £50 per week

**5 Keys**

5.1 The Owner will issue to the Licensee only one set of keys to the Property and if the Licensee loses the keys the cost of each set of replacement keys will be charged to the Licensee. Replacements are charged at £20 per key.

5.2 Keys can be collected from the Porters Lodge, Herschel Road, Cambridge, CB3 9AL. The Porters’ Lodge is staffed 24 hours a day.

5.3 If the Owner or a member of the Owner’s staff is required to attend the Property between 22.30hrs and 07.30hrs due to the Licensee having lost the keys or having locked himself out of the Property, a charge of £20 will be payable by the Licensee to the Owner.

5.4 The Licensee must return all keys to the Property at the end of his period of occupation to the Clare Hall Porters Lodge.

**6 State and condition**

6.1 The Licensee must report to the Owner any damage or items in need of repair or any other issues relating to the state and condition of the Property within the first 7 days of occupancy. If reported after this

time, the Licensee will be responsible for any associated costs for such repairs and making good.

Maintenance issues need to be reported using the College enquiry form, located on the Clare Hall Intranet. Housekeeping matters need be directed to the Housekeeping Manager ([housekeeping.manager@clarehall.cam.ac.uk](mailto:housekeeping.manager@clarehall.cam.ac.uk) )

6.2 The Licensee must keep the interior of the Property in good and clean condition and keep the Furniture and Furnishings in good order and condition.

6.3 The Licensee must not remove any Furniture and Furnishings from the rooms they now occupy in the Property. **The Licensee may bring their own belongings, but furniture will not be removed from the Property and stored to allow space for this to occur.**

6.4 In the event that the Licensee damages, breaks or destroys any Furniture and Furnishings the Licensee will be charged the cost incurred by the Owner in making good any such damage or in replacing such Furniture and Furnishings with Furniture and Furnishings of a similar kind and value if such Furniture and Furnishings are beyond economic repair.

**7 Safety regulations**

7.1 The Owner confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

7.2 The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.

7.3 If there is a gas supply to the Property, the Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.

7.4 The Owner confirms that the Property is suitably equipped with smoke alarms (and, where appropriate, with carbon monoxide alarms) that are in proper working order.

**8 Licensee’s obligations**

The Licensee:

8.1 must ensure that the Property is emptied of rubbish daily and that all rubbish is disposed of and placed in the rubbish and recycling bins supplied for that purpose;

8.2 must not keep any dogs, cats or other pets in the Property;

8.3 must not do or permit any act that would invalidate or increase the premium payable under the Insurance Policy;

8.4 must not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises and not to use the Property or allow it to be used for any illegal or immoral purpose;

8.5 must ensure that at the end of this Licence the Property is vacated and cleared of the Licensee’s effects and left in the state and condition required by the provisions of this agreement.

8.6 **The Property must be vacated by 10am on the date of expiry of this agreement specified in clause 3.2**

**unless agreed by prior arrangement with the Accommodation Manager.** A minimum charge of 50% of one night stay will be applied for a late check out that has not been agreed before the date of departure.

The Licensee is liable for a full night charge, if the unauthorised late check out is after 2pm.

8.7 must observe the College's policy on smoking, which does not permit smoking inside any building within the College, or in any part of the College grounds;

8.8 must not place or allow to be placed any show-board name-bill placard advertisement or notice of any description upon any external parts of the Property or in any of the windows of the Property nor place any article in any of the windows or on the sills thereof which is visible from the outside of the Property and not to allow washing to be hung in the garden of the Property without the Owner’s permission;

8.9 must not leave the Property empty for any period during the winter months without making effective arrangements to prevent damage to water pipes and tanks by freezing and in default to pay the cost of repairing any burst pipes or tanks and any consequential damage occasioned thereby;

8.10 must not fix or have fixed to the Property any radio or television aerial or satellite dish or any cable television or broadband connections without the permission of the Owner;

8.11 must not play or allow to be played any musical instrument between 22.00 hours and 08.00 hours with the exception of wireless or television sets;

8.12 must use the Property as a private residence only in one occupation;

8.13 must reside personally in the Property and not assign, underlet, charge, share or part with possession of the Property or the furniture or any part of the Property or the furniture;

8.14 must not paint paper or re-decorate any part of the Property;

8.15 must not drive drawings pins nails or screws or any similar thing into the walls nor to affix things to the walls by any means including Blutack, Whitetack, Sellotape, etc.;

8.16 **to pay the Owner the indicative minimum charge for any additional cleaning or replacement of any fixtures or fittings where this is considered by the Owner to be warranted (i.e.: in case of damage or destruction, not wear and tear). A table of indicative charges can be found at Appendix 1; this is not exhaustive and represents the minimum charges liable only**

8.17 must keep clean all carpets and windows and immediately wipe up any water which might be spilt on the floors of the Property;

8.18 must ensure that no act or omission takes place at the Property which may cause the external or internal drains of the Property to become obstructed;

8.19 must pay forthwith for the replacement of all broken or cracked glass in the windows of the Property and of all broken locks door fittings and window fastenings except such as may be broken or cracked at the date hereof;

8.20 must not do or permit to be done any damage to the interior of the Property or to the furniture and to make good or pay for all such damage PROVIDED THAT the Licensee shall not be liable for any damage resulting from fire caused otherwise than by the negligence of the Licensee or by any person who shall be in the premises with the Licensee's consent;

8.21 must not bring into or use in the Property personal electrical heaters;fridges and rice cookers. In addition, deep fat fryers, chip pans and open pan-frying are not allowed within Clare Hall Accommodation;

8.22 must not to use in the Property any heating lighting or cooking equipment which burns paraffin or other liquid fuels;

8.23 may take in guests for limited periods of no more than 9 nights per term, and no longer than 3 consecutive nights; guests must be notified to the Porters’ Lodge. Guests may only stay when the student is in residence;

8.24 must not pull down alter add to or in any way interfere with the construction or arrangements of the Property;

8.25 must not attach any shower fitting to the taps in the Property;

8.26 must not damage or allow to be damaged any trees shrubs flowers beds lawns or other parts of the College grounds; and

8.27 must promptly report in writing to the Owner any item of disrepair or damage affecting the Property.

**9 Early termination**

This Licence may be ended:

9.1 by the Owner without notice if the Licence Fee is not paid on the day when it becomes due or if the Licensee is in material breach of any of the terms of this agreement;

9.2 if the Property becomes uninhabitable by reason of an event covered by the Insurance Policy;

9.3 if the Licensee is expelled or suspended from the College for any reason whatsoever;

9.4 if the Licensee withdraws from a full time course of study with the College;

9.5 if the Licensee is no longer an enrolled student at the College;

9.6 if the Licensee becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or becomes subject to any procedure for the taking control of his goods by another; and

9.7 by the Licensee giving to the Owner not less than one months' notice in writing served at any time after the date three months after the date of commencement of the Licensee’s occupation of the Property.

**10 Notices**

Any notice to be served on the Licensee may be served by being left at the Property or sent by first class post properly stamped and correctly addressed to the Property or to the Licensee’s last known address and, if sent by post, unless returned undelivered, will be deemed to have been served within 2 working days after posting whether or not it is in fact received.

**11 Severance**

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

**12 Jurisdiction**

The Owner and the Licensee agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

**13 Contracts (Rights of Third Parties) Act 1999**

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

**EXECUTED AS A DEED by the parties**

**SIGNED on behalf of the Licensor**

**Name:** Emma Carr [printed]

**Signature:**  **……………………………………………………….**  **Date: \*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Position:** Accommodation Manager

**Acceptance of terms by Licensee**

**Please type your full name**

**Name……………………………………………………………………………………**

**Signature** ……………………………………………………………. **Date ……………………………**

**✓ please tick this box as an electronic signature**

***By ticking this box as an electronic signature I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature on this form or claim that my electronic signature is not legally binding.***

Appendix 1: Summary of Indicative Minimum Charges

|  |  |
| --- | --- |
|  | Minimum Charge |
| Removal of effects | £30 |
| Additional cleaning | £40 |
| Fixtures and fittings | £20 |
| Carpet cleaning/replacement | £200 |
| Mattress replacement (for damage) | £300 |
| Handling of bodily fluids | £50 |

Annex I

RESIDING AT CLARE HALL

Supporting Information Form

This form will be securely stored and kept for the use of Clare Hall accommodation staff during your stay with us.

If you have indicated that assistance is needed to vacate in an emergency, we will pass your contact information to our Health and Safety directive to take further supportive action.

First Name …………………………….……… Surname …………………………...……….. Date of Birth ……………………………………

Address of the accommodation in which you will be staying at Clare Hall

…………………………………………….…………………………………………………………………………..……………………………………………..

Primary email address…………………………..………………………….. Secondary email address ……………………………………

Your mobile telephone number ……………………………………………….……………………………………………………………………

Address of your primary residence (home) …………………….……………………………………………………………..………………

……………………………………………………………………………………….………………………………………………………………………………

Your country of residence Telephone number for your home

……………………………………………………… ………………………………………………………

**EMERGENCY CONTACT ARRANGEMENTS**

Please provide us with a name and contact details of a person who is able to assist us with your needs in the case of an emergency or ill health during your stay.

Name ………..……………………………...….………………… Telephone number ……………………..….…………………….

Email ……………………………..…………………..……………………….………………

**PEOPLE IN RESIDENCE WITH YOU (If applicable)**

Details of any family in residence with you during your stay

…………………………………………….………………………………………………………………………………………………………….………………………

It would be helpful for us tohave contact details for the people that you are in residence with (partners or spouse for example). We would be glad to have their details as below.

Name ……………………………………………………….……………..…………………..…………………

Email address …………………………………………………………….…………………

Mobile phone number ……………………………………………………………………………………..

Do you or any of your family who are in residence with you have any health issues that you wish to declare that would be helpful for us to know of?

……………………………………………………………………………………………………………………………………………………………

**FIRE SAFETY IN ACCOMMODATION AT CLARE HALL**

We have a legal duty to ensure that all residents at Clare Hall have the ability to exit the premises safely in the event of an emergency. You are asked to complete the following sections to ensure that we can manage your safety on site.

**HEARING IMPAIRMENT**

Do you have a hearing impairment that means that you would not be able to hear the fire alarms? If YES, please provide details. If NO please state NONE.

……………………………………………………………………………………………………………………………………………………………

**VISUAL IMPAIRMENT**

Do you have a visual impairment which would impact on your leaving the building unassisted? If YES, please provide details. If NO please state NONE.

……………………………………………………………………………………………………………………………………………………………

Do you think that the speed at which you are able to leave the building, may have the potential to hold-up other people leaving the building in corridors and stairways, or that they may cause you injury as they pass you more quickly ? If YES, please provide details. If NO please state NONE.

……………………………………………………………………………………………………………………………………………………………

**MOBILITY**

Can you leave the building unassisted? If no, please give details

……………………………………………………………………………………………………………………………………………………………

Do you use a wheelchair?

……………………………………………………………………………………………………………………………………………………………

Is the wheelchair required for all circumstances?

……………………………………………………………………………………………………………………………………………………………

Is the wheelchair electrically powered?

……………………………………………………………………………………………………………………………………………………………

Is the wheelchair a standard size or wider dimensions?

……………………………………………………………………………………………………………………………………………………………

Can you use an evacuation chair if required and would it help?

……………………………………………………………………………………………………………………………………………………………

Can you self-transfer?

……………………………………………………………………………………………………………………………………………………………

Might the measures needed for you to escape from the building in an emergency adversely affect the safe escape of other occupants? If yes, please provide details.

……………………………………………………………………………………………………………………………………………………………

Could you raise the alarm if you discovered a fire? If no, please provide details

……………………………………………………………………………………………………………………………………………………………

**Signed…………………………………….……………. Date ……………………**

**Please tick this box as an electronic signature**

***By ticking this box as an electronic signature I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature on this form or claim that my electronic signature is not legally binding*. *NOTE This form will be securely stored and kept solely for the use of Clare Hall accommodation staff during your stay with us. The information will not be circulated or passed on to anyone.***