



ACCOMMODATION LICENCE 2024/2025

Name	
Name:	Room Location :
Licence fee (per week):	Start Date: End Date:

Declaration by the student licensee:

I agree to be bound by the terms of the licence granted by Darwin College, Cambridge to occupy the above Room for the period beginning on the above Start Date on the annexed terms.

I have read the annexed terms. I have noted particularly those matters underlined in the terms, including the following:

- The room is exclusively for my sole use.
- I may only terminate this contract early, leave, and cease to be responsible for rent before the agreed end date (mentioned above) under circumstances detailed in Para 3(d)
- I must pay the licence fee (rent) within 14 days of receiving an invoice from the College;
- I must familiarise myself with fire procedures and follow them at all times
- I must not use or store any unauthorised cooking, heating, or electrical equipment in my room.
- I will not keep or store candles or incense in the property.
- Nothing should be left in Hallways and landings – they must not be used for drying clothes or for storage.
- I may have overnight guests subject to following the Fire Safety policy and any Covid specific restrictions
- I am responsible for my guest's behaviour at all times including in communal areas.
- I must not remove from the room, or bring in, any furniture and not affix anything to the walls;
- I will maintain the room and the accommodation in a clean and tidy state; This include common areas.
- I will not bring any bicycles anywhere into the property;
- When I am away or on vacation for more than 7 days I must inform the Porters Lodge.
- On vacating by the end of my contract I will return all keys to the Porters Lodge as a requirement for my billing to be terminated on the end date.

Student licensee Signature:	
Print name:	
Date signed :	

Agreed on behalf of the College:

Signed for Darwin College	
Print name:	Giles Greenfield
Date Issued:	
Issued By:	
Keys Issued:	

Darwin College Accommodation Licence Schedule of Terms

Introduction

1. This agreement governs the licence granted by Darwin College, Cambridge to you for the purpose of occupying the agreed room (stated on the cover sheet of this document) provided by the College for the period beginning on the agreed start date and ending at the latest on the following 31st August ('the end date', which may be amended in accordance with paragraphs 3c, 3d and 3e below) in return for the payment by you of the agreed licence fee per week howsoever levied.

Interpretation

2. In this agreement:
 - a. 'this agreement' means this document and any attached annexes and schedules unless expressly excluded from this agreement;
 - b. 'the College' means Darwin College, Cambridge and 'we', 'us', 'our' and other forms are to be construed accordingly;
 - c. the Licensee is referred to as 'you', 'your' and other forms are to be construed accordingly;
 - d. 'the parties' are you and us;
 - e. 'the room' means the specific room(s) identified in Paragraph 1 above;
 - f. 'the accommodation' means the room and the building in which it is situated together with any land associated with the building;
 - g. 'College property' means all Darwin College buildings and gardens, including property leased, rented, or otherwise occupied by the College;
 - h. 'occasional' means done infrequently and irregularly;
 - i. 'in writing' includes communication by e-mail;
 - j. "notice" and "notified" means in or by writing;
 - k. any clause that specifies agreement with the College or similar is to be taken as meaning agreement in writing with the Bursar, Second Bursar, Head of Maintenance or the Accommodation Manager as appropriate.

The Licence – term and notice periods

3. It is agreed between you and the College that:
 - a. the licence covers the sole use by you of the room provided whilst you are undertaking an approved and formally recognised course of study or research in the University of Cambridge and/or another organisation approved by the College;
 - b. you are responsible for the full payment of the licence fee from the contract start date until the contract end date as shown on the front page of this document;
 - c. the licence may be extended:
 - (1) for periods of an academic term (or multiple academic terms) up to 31st August in the following academic year subject to approval by the Dean and the Second Bursar
 - (2) for periods of a calendar quarter at the discretion of the College;
 - d. the licence may not normally be terminated by the resident earlier than the originally agreed end date except under the following exceptional circumstances.
 - (1) if your course is officially ending, the contract may be terminated on the last day of the month after your course has officially ended, provided you have given the College two weeks' written notice in advance of the requested end date and supplied written proof from your department that your course of study has ended;
- OR (2) if you are asked or required by either your Department or Darwin College to leave your College accommodation in circumstances including, but not limited to, academic requirements, intermission of more than one month, removal from the Register of students, or disciplinary reasons, and you have given at least 2 weeks' notice.
- AND (3) if the new end date is the last day of a calendar month
- AND (4) all outstanding invoices for accommodation have been settled.
- e. you are responsible for making any request giving notice applying for extension, or bringing forward of the end date, in writing; no alteration of the end date will be valid unless it fulfils the conditions in 3(c) or 3(d) and is agreed in writing by the College (both the Dean and the Second Bursar) ;
- f. on or before the end date:
 - (1) you must return all keys issued to you to the Porters' Lodge unless the College agrees some other arrangement in writing;
 - (2) your liability to pay the licence fee ceases at the contractual end date above, unless you have not returned all the keys, in which case you will be charged a daily licence fee until all the keys are returned; and
 - (3) you must vacate the accommodation by 23.59 hours.
- g. the licence fee covers all utilities including but not limited to gas, electricity and wired and wireless internet access where available;
- h. you will be invoiced for the licence fee in advance in such form as the College determines (generally monthly or quarterly); residents who are not current Darwin student members shall pay quarterly in advance;
- i. you do not enjoy exclusive possession of the room, and you are required to share the use of bathrooms, kitchens, laundry and other similar rooms in the building and you are subject to various conditions on the use of the room and building as detailed in this agreement;

- j. you may be required, with or without notice, to move to another room permanently for Health and Safety or Maintenance reasons, or vacate the room temporarily or permanently (eg. For security reasons during the May Ball); your new contract for your new room will be issued on identical terms as this one except for the rent which will be charged at the going rate for the new room. Vacating for the May Ball (usually 5pm – 3am) will not entitle a rent reduction or refund.
- k. the licence is not protected under the Rent Acts, the Housing Act 1988 or any other associated legislation.

Specific terms and conditions

4. You agree:
 - On arrival and whilst in occupation:
 - a. due care must be taken of all keys and access cards issued to you. Loss of a key may result in you being charged not only for its replacement but also for the replacement of associated locks in addition to any administrative fee levied to cover items such as but not limited to College maintenance staff time;
 - b. to become familiar with College fire procedures howsoever published and/or displayed and especially:
 - i keep stairways, landings and corridors clear at all times, ii not to wedge open or obstruct fire doors in any way and
 - iii not to tamper with fire alarms, door closers and other fire detection and fire-fighting equipment (which may additionally be an offence under the Regulatory Reform (Fire Safety) Order 2005);
 - c. to pay the full amount of the licence fee within 14 days of an invoice being raised by the College;
 - d. to notify in writing to the Housekeeping Office within 48 hours of signing this agreement any discrepancies regarding the room inventory such as but not limited to missing items or items not recorded as damaged or worn;
 - e. subject to the College's liability under paragraph 5(a) below, to accept the risk personally or to provide your own contents insurance against loss or damage to belongings brought into the accommodation
 - f. not to sub-let the room or any part of the accommodation;
 - g. not to smoke inside any College building and only smoke outside in designated areas; this includes any e-cigarettes.
 - h. not to bring into, store or consume in any College property any illicit or illegal drugs;
 - i. not to use in the accommodation any cooking, heating or lighting appliance that burns paraffin or any other liquid or solid fuel. Examples of such appliances include, but are not limited to, shisha pipes, incense or candles;
 - j. with the exception of cigarette lighters and small (125ml or smaller) containers of lighter fuel, not to keep in the accommodation any liquid or solid fuel including but not limited to paraffin, liquid barbecue fuel and firelighters;
 - k. not to bring into the accommodation any explosives, fireworks, or firearms (including but not limited to compressed air weapons and shotguns);
 - l. not to bring into the accommodation any furniture (for Fire Safety reasons). 'Furniture' includes but is not limited to beds, mattresses, futons and sofas;
 - m. only to have in the accommodation decorations and furnishings that comply with current fire safety regulations regarding fire-retardant material; non-compliant items will be removed from your room.
 - n. only to keep and use kitchen appliances in shared kitchens. There should be no cooking appliances in your room. Examples of such appliances include, but are not limited to, toasters and rice cookers. Additional fridges and freezers are not permitted unless prior approval on medical grounds has been granted;
 - o. to ensure all electrical equipment, including extension leads and adapters, used in the accommodation is electrically sound and used in accordance with the manufacturer's instructions and other statutory requirements and agrees to the removal of unsafe equipment by College staff. Square adaptors and connecting extension leads into other extension leads are not permitted;
 - p. to allow the College to PAT test your electrical equipment and specifically:
 - i. to conform with the requirements of the arrangements made for PAT testing of which the College will issue notice in the Michaelmas Term;
 - ii. to grant College organised PAT testers access to your room for the purposes of testing of and certifying by way of applying an adhesive sticker to his or her electrical equipment;
 - iii. to present electrical equipment purchased subsequent to any College organised PAT testing to the Head of Maintenance and to agree that there may be an extra charge levied for such testing;
 - q. not to use a portable electric heater or gas fire in your room. These will be removed without notice if found.
 - r. not to install any satellite receiving dish, cable TV equipment or similar on the outside of the accommodation;
 - s. to be responsible for any TV or other telecommunications licence required in connection with use of such equipment in the accommodation;
 - t. to allow College officers, staff and contractors access to your room to perform an inspection at least biannually, and to carry out essential duties including, but not limited to, emergency repairs, replacement and/or cleaning of fixtures and fittings and health and safety and hygiene inspections;
 - u. not to paint, redecorate or otherwise alter the accommodation in any way without permission in writing from the College;

- v. not to use any wall fixings or adhesive products in the accommodation such as but not limited to adhesive putty ('Blu-tac', 'White-tac' or similar), picture hooks, adhesive tape, staples or drawing pins to attach posters, pictures, decorations or similar to the wall without the written permission of the College. Any unauthorised use of such items will result in a charge being made as a result of the damage caused;
- w. not to remove any furniture, fixtures or fittings belonging to the College from the accommodation in which the furniture, fixtures or fittings were originally located;
- x. not to remove the mattress's protective cover and to use bed linen at all times;
- y. to maintain the room, the accommodation and any garden attached thereto in a clean and tidy state;
- z. to report to the Head of Maintenance any fault with the accommodation as soon as is reasonably practicable after such fault becomes known to you;
- aa. to replace light bulbs in the room using only those light bulbs provided or approved by the Head of Maintenance;
- bb. not to barbecue or otherwise cook outside on any College property except when using the 'Small Island' in accordance with the terms and conditions applicable at the time of using that island;
- cc. to respect the right of quiet enjoyment of those in neighbouring properties or rooms and not to make any noise or disturbance that can be heard outside your room between 2300 hours and 0600 hours on Sunday evenings to Friday mornings and 0000 hours to 0700 hours on Saturday and Sunday mornings;
- dd. to ensure any bicycle owned or leased by you is kept in accordance with the relevant policy in place at the time of signing this agreement;
- ee. not to bring any bicycle into the accommodation including common areas;
- ff. not to keep animals on College property except on medical grounds with written permission of the College.
- gg. to be environmentally responsible including but not limited to switching off lights and electrical equipment when not in the room or the accommodation and to follow recycling and other environmental requirements and guidelines;

With respect to motor vehicles

- hh. to comply with any additional room licence conditions specific to any property restricting the keeping of motor vehicles (eg. Hardwick House);
- ii. if such conditions are not imposed, only to keep a motor vehicle in accordance with University Statutes and Ordinances and the requirements of the University Motor Proctor;
- jj. if a motor vehicle is kept in accordance with Paragraph 4ii above not to cause neighbours of the Property any nuisance by activities including but not limited to parking other than in accordance with local authority or other regulations or anti-social use;
- kk. not to park or store a motor vehicle (motorbike, car or other) on College property without the express permission of the College;

With respect to computers and data networks

- ll. to comply with those rules and guidelines for the use and misuse of computers laid down by the Cambridge University Information Services (UIS) and associated groups including but not limited to the Information Services Committee (ISC), the Cambridge University Data Network and the Janet Network;
- mm. to allow statistical data being gathered on your network usage, including identification of remote sites and traffic volumes to or from those sites. This data may be used for network administration, advice to or cautioning of that user and/or possible charging for excessive use. This data may be shared between the network administrators of the College and of the University;
- nn. agrees the University or the College can at its own discretion and without advance warning disconnect you for any breach of paragraph 4(ii) above or in the event that the College IT Department judges the device or usage to be a threat to the good operation or integrity of the network;

With respect to guests:

- oo. not to have overnight guests except occasionally and only then having informed the Porters' Lodge in order to comply with fire evacuation procedures. All guests must be known personally to you, and you take full responsibility for them. Long-term or regular sharing or is not allowed; offering College accommodation to be shared with unknown guests through the internet (eg. Couchsurfing.com) is strictly forbidden.

With respect to vacating the accommodation:

- pp. on vacation to remove all personal belongings from the accommodation and to leave the room and those parts of the accommodation for which you have been responsible clean and tidy in the manner in which you found it;
- qq. any refund of licence fees due to vacation before 31st August in accordance with paragraphs 3c, 3d, 3e and 3f will only be returned by the Accounts Department after the return of all keys issued and payment of all licence fees, damages and other charges reasonably levied by the College. Any such other charges may be deducted from any refunds due;

Extra charges:

- ss. that a failure to be environmentally responsible in accordance with paragraph 4(gg) may result in additional utilities and/or administrative charges being levied at the discretion of the Second Bursar;
- tt. to pay for damaged items and any cleaning necessary because your room is not left in a clean and tidy state in accordance with the attached list of housekeeping and room damage charges which may change from time to time.

5. The College agrees to:

- a. accept liability for loss or damage caused by its breach of the terms of this agreement, its statutory obligations or wilful or negligent acts or omissions of its servants, agents and contractors;
- b. give notice wherever possible of any visits by College staff or contractors to the Licensee's room;
- c. give notice where possible if you are required to move to another or vacate the room temporarily or permanently;
- d. do its best to offer alternative accommodation in cases of continued disturbance by a third party during the hours noted at clause cc.
- e. clean the common areas of the property regularly and provide cleaning products for residents to clean their own rooms and common areas.

Exemptions and reviews

- 6. Any applications for an exemption from the above terms and conditions or for a review of any decision made by the College in respect of an application made in accordance with the above terms and conditions should be made in writing to the Accommodation Office, and a reply, with reasons, will be given in writing by the appropriate College officer.

Breaches of terms and conditions

7. In the event that you:

- a. are in breach of any of your obligations under this agreement and notified of this in writing;
- b. are found guilty by the College, the University or the courts of a serious offence including but not limited to illegal drugs or substance use, abuse or supply, violent or aggressive behaviour, harassment or damage to property; or
- c. intermit or cease to be a full-time student of the University
- d. fail to pay your College bills according to the agreed terms

Then the College retains the discretion to:

- i. terminate immediately or on notice the licence made under this agreement;
- ii. refuse any application to extend this licence or issue a new licence for College accommodation; or
- iii. impose an academic sanction including but not limited to withholding presenting you for graduation.

- 8. Should the College decide not to terminate the licence under 7(a)(b)(c) or (d) but the breach or behaviour continues or is repeated then the College reserves the right to terminate the licence on that basis. A written warning to this effect will be served on you.

- 9. If the College decides to terminate the licence under 7(b) then it may continue to do so even if an appeal is made by you with regard to those disciplinary or criminal proceedings that gave rise to the termination of the licence under 7(b).

- 10. In the event the College decides to terminate this licence then a written Notice to Quit shall be served on you giving you not less than four weeks to quit those premises made available under this agreement.

- 11. You remain liable for the licence fee up to and including the end date of the contract or the date of vacating, whichever is later. The College will return to you any excess licence fee, key deposit or other monies paid by you and refundable under this agreement less any reasonable costs and expenses of the termination.

- 12. Monies payable to you will only be paid after you have quit to the satisfaction of the College those premises made available under this agreement.

- 13. In the event that you have not quit those premises made available under this agreement the College may apply to the court for an order for possession of those premises. In the event such an order is granted the College will ask the court further to order that you pay the College loss of income and its reasonable legal costs and expenses incurred in the contemplation, preparation, prosecution and enforcement of those legal proceedings with interest.

HARDWICK HOUSE SPECIAL CONDITIONS

To be annexed to the main Accommodation Licence ("the licence")

- 1. I agree that Paragraph 4cc of the licence shall be replaced by the following: [I agree] to respect the right of quiet use and enjoyment of those in neighbouring properties and not to make any unreasonable or unacceptable noise or disturbance at any time and to be particularly mindful during more sensitive times of the day and in particular between during the late evening between 1900 and 2300 hours and at night time between 2300 and 0700 hours;
- 2. I agree not to keep a private vehicle within the City of Cambridge during the licence term:
 - (a) unless I am entitled to become a holder of a disabled person's badge; or
 - (b) except for the temporary purpose of loading or unloading belongings at the accommodation at the start and end of each academic term and in other exceptional circumstances where the Licensee is arriving or leaving the accommodation other than at the start or end of the academic term;
- 3. I understand that if I keep a private motor vehicle in the city of Cambridge contrary to the above I shall be in breach of my licence and subject to the following penalties:
 - (a) for the first breach - formal written warning;
 - (b) for the second breach - a final written warning copied to the College Dean (or any relevant university officer); and
 - (c) for the third or continuing breach - termination of my licence in accordance with Paragraphs 7 to 13.
- 4. If the room allocated to me contains an access hatch to the roof void, then, I agree that the College may enter my room at any time without notice in order to access the roof void and the plant therein for the maintenance of the building.

DOLBY COURT (Pembroke College) SPECIAL CONDITIONS

To be annexed to the main Accommodation Licence ("the licence")

- 1. Darwin student residents in Pembroke College accommodation are subject to Pembroke rules and behaviour policies which can be found here:
www.pem.cam.ac.uk/current-students/policies-procedures-guidance/college-regulations

CLEANING AND ROOM DAMAGE CHARGES

This does not form part of the license to Occupy Agreement

HOUSEKEEPING CHARGES

To be levied in the event a room or flat is vacated below the standard required

Flats

Clean and rehang curtains	£50
Clean whole flat (End of tenancy)	£500
Removal of rubbish only	£50
Carpet cleaning only	£100 per room
Cooker cleaning	£75
Bathroom and kitchen cleaning	£100
Redecorating	£150 per room

Bedrooms

Removal of rubbish	£25
Carpet cleaning	£100 per room
Room clean (end of tenancy)	£100
En Suite Deep clean	£50
Linen provided by the College	£10 per change

CHARGES LEVIED FOR DAMAGED ITEMS

Condition of item	Contribution to replacement
Grade A* - recently replaced or sourced: practically brand new	100%
Grade A- fairly new, very minor evidence of wear and tear	75%
Grade B - mid-life of item, wear and tear evident but serviceable and presentable	50%
Grade C - towards end-of-life, wear and tear evident, close to replacement	25%
Grade U - would have been replaced anyway	0%

Grades. Most items will be Grades A-C. The Head of Maintenance will grade the damaged item or will ask an independent contractor to provide a quotation for repair / redecorating; the Second Bursar's decision is final in the event of any dispute.

Administration charges. An administrative charge of up to 40% of the replacement contribution will be levied in respect of the degree of negligence and disruption to other members of College and College staff. The percentage levied is at the discretion of the Operations team.