

1. FACILITIES AND SERVICES PROVIDED UNDER THIS AGREEMENT

a) In consideration of the payment by the User of the standard rental specified in box 3 overleaf, the College provides the User with access to and use of the defined accommodation ('The Accommodation') as specified in box 3 overleaf and areas such as lounge, kitchen and sanitary facilities within the Accommodation. It is the User's responsibility to familiarise themselves with the Fire escape and reporting procedures from the Accommodation

The standard rental includes all rates (except where specifically agreed between User and College). In addition the standard rental includes:-
All service charges relating to normal use of heating, lighting and servicing of areas such as lounge, kitchen and sanitary facilities and such agreed vehicle parking areas as defined by the College.

2. DURATION AND TERMINATION OF THE AGREEMENT

a) This Agreement is concluded for the duration specified in Section 3 overleaf. Liability for payment of the rental throughout the whole term is accepted by the User upon signing this Agreement

b) Extraordinary termination of the Agreement and of the right access to the Accommodation:-

c) The College may terminate the Agreement for just cause, including breach of any part of this Agreement. Equally, if the User, has a receiving order made against him/her or becomes bankrupt, the College will have the right to terminate all of the User's rights under the Agreement or such other rights as the College designates with or without notice to the User and in addition to and not in lieu of other remedies available. Upon such action by the College, the User will remain liable for all obligations which have previously accrued and will have to pay an indemnity equal to the total rental of the unexpired term.

d) Extension of stay beyond the normal period of the Agreement should the User require the use of the Accommodation once the Agreement period has terminated and has not been renewed under the general provision of the Agreement, it is at the College's discretion to permit such an extension and it is subject to a surcharge on the standard rental charge.

3. PAYMENT OF THE STANDARD RENTAL AND SERVICE CHARGE

a) Standard Rental Charge:

The standard rental charge as listed in Section 3 overleaf is payable in advance monthly on the 30th day of the month preceding each month of occupancy. All accommodation charges must be paid within the period of residence.

b) Additional charges:

Any and all charges for additional service and facilities are invoiced in arrears and are payable within seven days of receipt of invoice. The College reserves the right to change the cost of any or all of the service charges at any time during the term of the Agreement by giving 30 days' notice to the User.

c) Penalties upon late payment

The College reserves the right to terminate the Agreement and ask the User to vacate the Accommodation immediately if the standard rental charge is not paid or the service charges for the additional services are not paid by the end of the day they are due. Any invoices amounts left outstanding after their due date will be subject to interest at the rate of 4% above the prevailing base rate.

d) Payment of disputed invoiced items

Should part of an invoice issued by the College be in dispute, the User will be obliged to pay by the deadlines mentioned above the part of the invoice, which is not in dispute while the disputed amount is being settled between the College and the User without prejudices to paragraph 3 (c) above.

e) The College reserves the right to refer unsettled accounts to a debt collection agency and ultimately to the Small Claims Court for collection. Any charges incurred will be passed on to the User.

4. THE USER'S RIGHTS AND RESPONSIBILITIES

a) The User will be entitled to quiet enjoyment of the Accommodation specified in box 3 overleaf.

b) During the term of this Agreement and subject to timely payment of the standard rental charge, the User is entitled to use the address of the Accommodation for postal purposes. Upon termination of the Agreement for whatever reason, it is the User's responsibility to notify all parties of the

change of address. Subsequent mail sent to the address will be returned to sender.

c) Upon being given access to the Accommodation, an inventory list will be drawn up in which the User confirms receipt of keys or entry cards, the condition of the Accommodation and furniture and fittings at the start of the Agreement.

d) The keys and entry cards remain the property of the College and shall not be duplicated or transferred to third parties without the express written permission of the College, The loss of keys must be reported to the College immediately. The cost of lost keys or cards as well as the cost of changing locks will be borne by the User. Should the User use the premises outside normal operating hours they are responsible for locking all doors used.

e) The User may not alter the Accommodation allocated to him in any way or install any furniture equipment or telecommunication connections without the prior written consent of the College. The granting of this consent is entirely at the discretion of the College.

f) The User shall be responsible for the timely reporting, to the Warden, of any issues relating to the maintenance of the Accommodation. In addition, damage to the Accommodation or its Contents by whatsoever means, save for fair wear and tear, may result in all or part of the room deposit being forfeited by the College, whose opinion shall be final.

g) The User will conduct their affairs in such a way as does not interfere with the College or any other User of the Accommodation and will comply with all laws, permits, licensing laws, taxes and any other requirements regulating the conduct of his business and will all reasonable requests and site rules of the College.

h) The User may not bring animals into Accommodation or play loud music or use amplification equipment, or create a sense of nuisance, annoyance or damage to any other User of the Property in question and will remember at all times that this is a place of Academic Research and Study and conduct themselves accordingly

i) The User may not mount name signs or any type of boards either inside or outside the Accommodation that may cause damage upon their subsequent removal..

j) The User may not use the Accommodation for any activities or actions which could be damaging to the College or which could lead to an increase in insurance premiums to be paid by the College. In particular a User must not allow their Accommodation to be shared with another person without the permission of the College nor more than 3 days in any one period of occupancy. Guests staying in the User's room must pay £5.00 per night. If the guest does not pay, the charge will become the responsibility of the User, and the charges will be added to their account.

k) The User will remain solely responsible for the safety of its property and belongings and is responsible for arranging contents and third party liability insurance.

l) The User shall take such steps as necessary to comply with its health and safety obligations and the Accommodation generally as are necessary from time to time and in particular to report any damage or repair needed to the Accommodation or its Contents as soon as practicable.

m) The User will use the Accommodation for residential and study purposes and for no other purpose.

n) The User shall vacate the Accommodation on the day of expiry of this Agreement leaving the Accommodation in the condition as it was found save wear and tear. The College does not accept responsibility for any belongings of the User left in the Accommodation and has the right to dispose of such property.

o) Joint and several liability

Should the User be more than one person, all parties to the Agreement are liable jointly and severally for all obligations from the Agreement.

p) The College campus has a 'no smoking' and 'no (alcohol) drinking' policy on site. The College prohibits the use of electronic cigarettes (also known as vaporising cigarettes or e-cigs) in its premises, including College grounds and College vehicles. Should a student of visitor choose to smoke they should either go off site or use the designated smoking area, which is just outside the College grounds between the front and back entrance to Hurler Hall accommodation block.

The User is not allowed to store or use drugs on the premises. The College operates a zero tolerance policy, the Police will be informed of any illegal substances found, and the User will be evicted with a 24 hours' notice.

5. THE COLLEGES RIGHTS AND RESPONSIBILITIES

- a) The College is responsible for:-
- general maintenance of the User's accommodation
 - adequate external lighting during normal operating hours
 - maintenance checks and renewals of the Colleges equipment in the Accommodation
- b) The College has the right to enter the User's Accommodation upon giving reasonable notice, at least 24 hours' notice, to inspect them, undertake repairs and maintenance work.
- c) The College will not be liable for any loss sustained as a result of the College failing to provide any of the services as set in this Agreement as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties unless acting with gross negligence and intent.
- d) If the User cannot be given access to the Accommodation or services temporarily the Colleges liability will be limited to forfeiting the standard rental charge, chargeable for that period.
- e) If the College is unable to deliver possession of any part of the Accommodation to be provided at the commencement of the term, the College will not be liable for any resulting damage nor will he have any liability except that the User will not have to pay the standard rental charge for the period concerned and may withdraw from the Agreement.
- f) The deposit will be returned up to 30 days after the end of the tenancy.
- g) The College can deduct money from the deposit if:
- the property has been damaged
 - the rent has not been paid
 - items are missing
 - the College has to clean the room/flat
- h) The User may not alter the Accommodation allocated to him in any way or install any furniture equipment or telecommunication connections without the prior written consent of the College. The granting of this consent is entirely at the discretion of the College.
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