ST CATHERINE'S COLLEGE

RESIDENTIAL AGREEMENT - 2023/24

The terms of the Residential Agreement for accommodation with St Catherine's College are given below and can be found on the College website at the following address:

https://www.stcatz.ox.ac.uk/about-us/policies/

The College's 'Information and Regulations for Members of College' ("Information and Regulations"), as approved from time to time by the College's Governing Body and also to be found at https://www.stcatz.ox.ac.uk/about-us/policies/), form part of this Agreement and are incorporated by reference into it. In the case of inconsistency between the terms set out in this document and the Information and Regulations, the terms set out in this document prevail.

This Residential Agreement and the Information and Regulations create legally binding obligations between you and the College. This agreement operates as a licence to occupy and is governed by paragraph 8 of Schedule 1 to the Housing Act 1988. You must read both this Agreement and the Information and Regulations and make sure you understand and agree to them before you sign.

This Residential Agreement is governed by English law, which international students may find quite different to the law which applies in their own country, and is subject to the jurisdiction of the English courts.

This Residential Agreement is not intended to confer any benefit on anyone who is not party to it.

PLEASE NOTE THAT A RETURNED, SIGNED AGREEMENT IS REQUIRED FROM EVERY STUDENT TAKING UP RESIDENCE IN COLLEGE.

ST CATHERINE'S COLLEGE

RESIDENTIAL AGREEMENT - 2023/24

I have read and fully understand this Residential Agreement and the Information and Regulations and I agree to abide by them so far as they apply to me:

Name:	Click or tap here to enter text.				
	(hereinafter referred to as the Student)				
Year of study in 2023/24:	Click or tap here to enter text.				
Licence Period:	TO BE ADDED BY THE ACCOMMODATION OFFICE	197 Days			
Staircase/Room number:	TO BE ADDED BY THE ACCOMMODATION OFFICE				
Signed:	Click the icon above to insert a picture or scan of	your signature			
Date:	Click or tap here to enter text.				

ST CATHERINE'S COLLEGE

RESIDENTIAL AGREEMENT - 2023/24

1.1 Between ST CATHERINE'S COLLEGE IN THE UNIVERSITY OF OXFORD

And the Student

In respect of accommodation:-

Location		Period	Payment Period	Start/End Dates	Start/End Times	Charges (*see 7.1.2 below)
In St Catherine's College (as an undergraduate)	for	197 days	Termly	Sunday 0 th MT Sunday 9 th MT Sunday 0 th HT Thursday 9 th HT Sunday 0 th TT Thursday 9 th TT	12.00 midday 10.00 a.m. 12.00 midday 10.00 a.m. 12.00 midday 10.00 a.m.	£27.11 per day
In St Catherine's College (as a graduate)	for	265 days	Termly	Sunday 0 th MT Saturday 9 th TT	12.00 midday 10.00 a.m.	£26.18 per day
In St Catherine's House (as a graduate)	for	265 days	Termly	Sunday 0 th MT Saturday 9 th TT	12.00 midday 10.00 a.m.	£26.18 per day
In St Catherine's House (as a graduate)	for	350 days	Termly and at the start of Summer	Sunday 0 th MT 15 th September 2024	12.00 midday 10.00 a.m.	£26.18 per day

Reference to ordinal numbers are to the weeks of the University of Oxford terms. The dates of terms are as given on the University of Oxford's website.

No reference is made to a specific room as a term of this Agreement. This Agreement does not convey any right to occupy any particular room and you may be required to change rooms or accept other accommodation with or without notice. The reason for this is that the College may need to supply alternative accommodation in the event, for example, of an emergency or to make provision for the requirements of other students or as a result of vacation conference requirements.

- 1.2 You will be held responsible for the payment of charges for the whole period of this Agreement as given above, subject to the provisions of this Agreement.
- 1.3 This Residential Agreement, hereinafter referred to as the "Agreement", has been drawn up in consultation with representatives of the Junior and Middle Common Rooms, agreed by Domestic Committee (now renamed the Student Liaison Committee) and ratified by the Governing Body. The Agreement, under Regulation R1 of the College, has the same force as all other College Regulations and breach of the conditions of the Agreement can result in disciplinary action.
- 1.4 This Residential Agreement is personal to you and is not transferable without prior permission from the Accommodation Office. You may not share or sub-let the accommodation provided (unless your accommodation is a designated shared room).
- 1.5 When living in College, or property owned or leased by the College, you form part of a community for the academic year. As you will appreciate, like any other community, the College depends on each and every member playing a part in ensuring its safe and efficient running and, maintaining a level of cleanliness which will make the College a pleasant and safe place to live in.

Where safety and efficiency are compromised by damage to communal areas such as kitchens, lounges and corridors, or to any fire equipment designed for the protection of each resident, you should expect the College to take this seriously. It will do so out of a concern for your safety, the quality of your stay in College and a desire to limit costs which will fall to other present and future members of the College.

- 1.6 Whilst in residence you will be expected by other residents to conduct yourself in a manner which shows respect and consideration for their needs. You should also bear in mind that 'other residents' includes resident Fellows who have just the same rights as resident students to expect reasonable quiet throughout the day and night. Failure to respect the rights of other residents will be held to constitute a particularly serious breach of this Agreement and could result in disciplinary action.
- 1.7 You are expected to make yourself familiar and comply with the terms of this Agreement, the College's regulations for student members (Information and Regulations for Members of College) and any other rules as may from time to time be made by the College to regulate behaviour in, or the use of, its premises.
- 1.8 Under the terms of the Health Act 2006 the interior of all parts of St Catherine's College are smoke free areas. This means that smoking is not allowed in all bedrooms and common areas.
- 1.9 St Catherine's College operates student accommodation under the terms of the Universities UK Code of Practice for the Management of Student Housing. This can be consulted at:-

http://www.universitiesuk.ac.uk/policy-and-analysis/Pages/accommodation-code-of-practice.aspx

This Agreement and the College's Information and Regulations are designed to ensure that the provisions of the Code are complied with both by the College and you. If you have any observations about the Agreement or Code you should raise them with the appropriate member of staff and/or the representatives of the JCR or MCR. The College has put in place a procedure whereby concerns and more formal complaints can be registered. This procedure is included in the Information and Regulations booklet.

2 Undertakings on Accommodation

- 2.1 The College undertakes to provide residential accommodation under this Agreement as appropriate for you as indicated in Section 1.1 above. This Agreement <u>does not</u> confer rights to accommodation during outside the dates included in section 1.1 above. Accommodation outside the periods of this Agreement may be arranged through the vacation residence application procedures where a student has fulfilled all outstanding obligations to the College.
- 2.2 College staff will regularly inspect all accommodation to determine whether any damage has taken place and you will be responsible for the costs of remedying such damage, or the costs of replacing the damaged goods if they are beyond repair.
- 2.3 The College will consider, under its vacation residence application procedures, requests for occupancy in vacations outside the period stated above in section 1.1. If occupancy is granted you will be charged separately for such periods. Any such additional occupancy will be governed by the terms of this Agreement and it is agreed by the College, and by you, that it will be considered as an extension of this Agreement. Your acceptance of the terms governing additional occupancy shall be acknowledged by your signature on your application and this Agreement.
- 2.4 Occupancy outside of the periods stated in section 1.1 will only be granted for academic purposes revision for examinations, project work and periods between the end/start of a term and an examination. It will not be granted for social reasons. You should also note that the rules on clearing a room at the end of a term will be strictly adhered to. If your departure is reliant on collection by parents at a weekend you should arrange for collection of your belongings at the

weekend before the end of the period defined in section 1.1. You should then depart during the following week with your personal belongings.

- 2.5 The College undertakes to provide the accommodation allocated on the basis of your sole occupancy, unless the room has been designated as a twin room by the College. You undertake to not allow any other person to occupy or share a single occupancy room. The reason for this undertaking is that the College and you wish to maintain complete records of safety responsibilities to individuals within College accommodation.
- 2.6 The College undertakes to provide guest room accommodation which may be booked via the General Office. This accommodation, which is limited and booked on a 'first come, first served' basis, is available only in term time.
- 2.7 You undertake to be responsible for the behaviour of your visitors, for any damage they may cause to College property or to that of other residents or any disturbance they may cause to residents of the College. You may receive visitors within your accommodation at reasonable times and in compliance with the terms of this Agreement. The College reserves the right to limit the visitors that you have at any time.
- 2.8 You undertake to notify the Lodge by email of any absence from your room/s overnight and provide contact details. The reason for this undertaking is to ensure that should there be a fire evacuation you are accounted for and if the College needs to contact you in an emergency, your contact details are available.
- You undertake to vacate your room, leaving it in a clean and tidy state, and remove your belongings by the due dates and times indicated in section 1.1 above. You accept that any of your belongings, goods or food left in rooms, cupboards, pantry area assigned to your room or elsewhere on the College premises (with the exception of lockers – see next section) after this date, unless written permission has been obtained, will be deemed to be unwanted and disposed of. You accept that failure to vacate the room/s by the due dates and times indicated in section 1.1 above will result in you being responsible for any losses caused to the College by your failure to comply in accordance with the vacation residence application procedures. This may include loss of earnings if the College has to turn away customers who had booked to stay in your room, and will include charges for use and occupation. This is without prejudice to the College's right to take such legal action as may be necessary to effect the termination of the Agreement and to seek from the Court, in addition to any damages, the payment of the costs of any action entered against you. The reasons for these provisions is that there is absolute clarity about the nature of your obligations under this Agreement and an acknowledgement that failure to vacate at the given time puts at risk the obligations the College has to others and could involve it in significant costs. These provisions are also designed to ensure the security of your belongings. The College is always prepared to consider special circumstances which relate to minor extensions on the time for the vacation of rooms due to travel arrangements where booking and cleaning schedules allow. These must be notified by email to the Accommodation Office at least 7 days prior to the started date and time of vacation.
- 2.10 You undertake to remove all your belongings from any locker assigned to you on the main College site by 12.00 midday on Monday of Week 0 of Michaelmas Term after the expiry of this Agreement or, in the case of Second Year Modern Linguists or Final Year Students, by 12.00 midday on Saturday of Week 9 of Trinity Term. Thereafter, you accept that any locker on the main College site may be opened, (without claim for damage to locks) and belongings removed (without claim for losses). Any student found to have amended or removed a locker number or who has deliberately used the wrong or an unassigned locker will be responsible for any losses incurred by the College as a result of such actions. Lockers are used at your own risk. We offer no guarantee for the safety of items and may, in certain circumstances, have to move items when necessary. Items stored are at owner's risk no cash reimbursement will be offered in the event of loss or damage of these items. They are left entirely at the owner's risk.

- 2.11 You undertake not to use the premises for any purpose(s) other than living accommodation for yourself during your attendance at the College and you must not carry on any profession, trade or business on the premises.
- 2.12 You undertake to respect the right of all residents to the freedom to rest and work undisturbed. Reasonable quiet must be maintained at all times. A particularly serious view will be taken of noise made by those resident in College accommodation after 11.00 p.m. and before 8.00 a.m. Music must not be audible outside the room in which the equipment is located. This implies that you should be prepared to close doors and windows so that noise is not audible outside your room. You accept that if you cause a noise nuisance, you may be subject to disciplinary action under the College's Regulations. If you cause a noise nuisance to a local resident, an Abatement Notice under the Environmental Protection Act 1990 may be served on you by an Environmental Health Office, and the equipment which is causing the noise nuisance may be impounded. You may also face a fine of up to £5,000 when you are in breach of a notice. You undertake to abide by the provisions of this clause.
- 2.13 The College undertakes to consult with resident students, primarily through Common Room Officers and, where appropriate, individual students on work which might cause noise or disruption. It will endeavour to limit work causing noise or disruption to after 8.30 a.m. in the morning and before 6.00 p.m. in the evening. In order to ensure that the College, of which you are a member, is able to protect the rights of other members, you undertake to participate in constructive consultation on noise and disruption and to report instances to the Lodge/duty Junior Dean.

3 Undertakings on Services

- 3.1 The College undertakes to supply heating, electrical and hot and cold water services to those in College accommodation, although in extenuating circumstances some disruption in service may be experienced. Where any disruption in these services might be anticipated, it will wherever possible inform resident students in advance. Should any disruption be unexpected, e.g. due to breakdown or caused by an external service supplier, then resident students will be informed as soon as possible. In any instance, suitable alternative arrangements or accommodation will be provided as soon as is practicable.
- 3.1.1 The College uses induction units in some of the staircase pantries. If you wish to cook meals, please note that you should bring induction compatible pots and pans.
- 3.2 The College undertakes to provide a data connection and, where practicable following a request to the Lodge Manager, a telephone connection, on the main College site.
- **3.2.1** You undertake to use data and telephone services in accordance with current University and College regulations and legislation and not to add to or change the telephone services without the College's prior written consent.
- 3.2.2 You undertake to report instances of abusive telephone calls to the Porters' Lodge.
- 3.3 The College undertakes to supply a reporting system to report instances where there is a disruption to, or problem with, services so that remedial action can be taken. You undertake to report instances of disruption to, or problem with, maintenance services via the online form found at http://www.stcatz.ox.ac.uk/forms/maintenance-request-form, and with IT services at https://www.stcatz.ox.ac.uk/catz-students/library-it/. The College undertakes to respond to all such reports within 48 hours either by notifying you of a change in service, a repair or an explanation of the situation. (A slightly longer period might elapse in the event of matters reported after 5.00 p.m. on Friday and thereafter on Saturday, Sunday or a Bank Holiday">https://www.stcatz.ox.ac.uk/catz-students/library-it/. The College undertakes to respond to all such reports within 48 hours either by notifying you of a change in service, a repair or an explanation of the situation. (A slightly longer period might elapse in the event of matters reported after 5.00 p.m. on Friday and thereafter on Saturday, Sunday or a Bank Holiday). If at the end of 48 hours no notice, repair or explanation has taken place the situation should be reported by email to the JCR Vice-President/Domestic Liaison Officer, MCR President or Catz House Representative as appropriate, and Home Bursar.

- 3.4 You undertake not to put anything harmful, or which is likely to cause blockage, in any pipes or drains. Sanitary towels and other similar items are to be placed in the containers provided. Nothing other than human waste and toilet tissue is to be put into toilets. Fats, grease and oils can easily block drainage, and are not to be poured down sinks or toilets, but are to be disposed of in suitable waste containers.
- 3.5 Light bulbs may be obtained from the Lodge.
- 3.6 You undertake not to alter, add or to do anything which may cause damage to the electrical installation or other equipment in the College or which may be a fire risk or in any other way put the health and safety or security of others or the College's or other people's property
- 3.7 During College closures, e.g. at Christmas and Easter, the College reserves the right to suspend any or all services without notice. The College will attempt to give email notice of service disruptions when it is possible.
- 3.8 You undertake to switch off lights and equipment when not in use. This will reduce energy usage and make for a safer environment.
- 3.9 You also undertake to behave responsibly with regard to energy and water use.

4 Undertakings on Cleaning

- 4.1 The College undertakes (within College) to clean and clear away waste from common areas and to clean sinks and bathrooms on a daily basis and to clean surfaces and floors in rooms once a week.
- **4.2** The College undertakes to provide services and facilities to remove and, where possible, recycle waste. You undertake to participate in schemes for the recycling of waste. This will include depositing recyclable paper in staircase bins (where provided) and to carry away to the central recycling point cans, cardboard and glass for deposit in the bins provided. You also undertake to avoid causing or adding to litter on College property.
- 4.3 The College undertakes to check the standard of cleaning undertaken by its staff and by resident students. Resulting from these checks, the College undertakes to take prompt action to remedy shortcomings in the service it provides.
- 4.4 The College undertakes, at its discretion, to carry out reasonable levels of additional cleaning required as a result of less than expected standards required of you. In these cases you will be cautioned. If during subsequent checks it is found that your room/s or communal areas continue to require additional cleaning, you will be responsible for the costs of such cleaning. If communal areas are frequently found to be in an unacceptable condition, you may be disciplined and facilities locked or equipment and furniture removed. The reasons for these provisions are persistent requirements for additional cleaning impose staffing and cost burdens which it is unacceptable to ask staff to bear. Also, such additional cleaning if carried out within the normal cleaning schedules would inevitably lead to a lowering of routine provision for other resident students.
- 4.5 You undertake to report promptly to housekeeping@stcatz.ox.ac.uk where cleaning service standards are not being met. The College undertakes to respond to such reports within 48 hours either by notifying you of a change in service or an explanation of the situation. (A slightly longer period might elapse in the event of matters reported after 5.00 p.m. on Friday and thereafter on Saturday, Sunday or a Bank Holiday). If at the end of 48 hours no notice, repair or explanation has taken place the situation should be reported by email to the JCR Vice-President/DLO and Home Bursar.
- 4.6 You undertake to keep your room and associated common areas clean and in good order. If you are accommodated in College you also undertake to facilitate cleaning in rooms by arranging with your scout the day on which your room is to be cleaned. You will be allowed by placing a 'Do

Not Disturb' notice on your door <u>AND</u> by placing your waste paper bin outside your door, on days other than that pre-arranged for cleaning, to restrict access to your room for cleaning until 11.00 a.m. Thereafter, in view of the scheduled working hours of cleaning staff, cleaning may take place.

- 4.7 You undertake to wash and clear away all crockery, cooking equipment and utensils in pantries. You accept that where such items are left unwashed, they may be cleared away and, if not claimed within 48 hours, may be disposed of. You undertake to monitor responsibly the keeping of food, in rooms, pantries and refrigerators. You accept that perishable foodstuffs and food unsafely stored in refrigerators, or otherwise, will be disposed of. You also accept that where a refrigerator (College-owned or otherwise) is left at the end of term in a state which constitutes a health risk you will be charged for the disposal of contents and cleaning. The reasons for these provisions are that unwashed items and incorrectly stored or time-expired foodstuffs constitute a health and smell problems which it is unacceptable to ask other resident students to bear.
- 4.8 You undertake to register with the maintenance department any refrigerator brought by you into College property. Refrigerators must be checked in the same way as for any piece of electrical equipment brought onto College property. You accept that you will be responsible for any costs incurred by the College for the removal and disposal of a refrigerator left on College premises at the expiry of the Agreement.

This is due to the costs imposed by legislation on the safe disposal of such equipment.

5 Undertakings on Contents

- 5.1 The College undertakes to check accommodation for standards of decorative or fabric repair and maintenance. Resulting from these checks, the College will take prompt action to remedy shortcomings in the facilities it provides. You accept that College staff have the right to enter and carry out such checks (other than of personal effects) between 11.00 a.m. and 5.00 p.m. The College undertakes not to exercise this right unreasonably and, wherever possible, with 7 days prior notice.
- 5.2 Except in the exceptional circumstances of emergency work or where security staff are required, you will be given 24 hours' notice of any visits by College employees or agents, and you will have the right to be present. Requests by you for maintenance or repair work will be deemed as an invitation to enter and as such, formal 24-hour notice may not be given. You will not be given 24-hour notice of access to communal areas for routine housekeeping or maintenance checks.
- 5.3 The College undertakes to provide bed linen (including, a duvet and two pillows, but not towels) for those resident in College. You undertake to return linen in good order at the time of collection for cleaning and at the end of terms. In order to ensure that a high standard of linen service can be maintained, you undertake to report to the Assistant Home Bursar (Housekeeping & Lodge) instances of torn or dirty linen.
- 5.4 The College undertakes to supply the contents of your room as detailed in the inventory which you will sign on taking up residence under this Agreement. You accept that this inventory shall be conclusive proof as to the initial condition of your room/s and the furniture and other equipment contained within it/them, and will be taken to mean that you have verified that there is no damage to, or deficiency in, the condition of your room and its contents, unless you indicate otherwise by 5.00 p.m. on Friday of Week 0 (or within 7 days of moving into you room if occupation commences at any time other than the beginning of a term). Thereafter, you undertake to be held responsible for, any loss from, any damage caused to your room/s, furniture, equipment, fixtures and fittings except any damage due to the negligence of the College or its employees or agents. The condition of your room and items on the inventory will be subject to inspection at the end of each term and damages levied against your battels account for any loss incurred by the College in repairing any damage or replacing any missing items. For the purposes of transparency, a schedule of indicative damages is appended to this Agreement, and any such charge will be captioned "Agreement Section 5 Payment" when added to your Battels.

- 5.5 You undertake not to affix anything to windows, the ceiling, fire sensing or other equipment or light fittings. Posters may be affixed to notice boards. Only where a College supplied notice board is <u>not</u> present (currently Staircases 1 to 16: Staircases 17 to 19 have metal faced notice boards, Staircases 20 to 26 have notice boards above desks) will the use of Blu-tac be allowed. If Blu-tac is used in a room supplied with a notice board, the College reserves the right to require redecoration of any surfaces marked by it. You accept that any damage caused to walls or ceilings, including the cost of redecoration, will be charged to your battels.
- 5.6 You undertake to treat your room, it contents and the common areas adjacent to it and their contents with care. You also undertake not to move furniture or contents from your room or from common areas.
- 5.7 You undertake to report any damage or loss to College property caused by you to the Porters' Lodge IMMEDIATELY.

6 Undertakings on Safety and Security

- 6.1 The College undertakes to provide and maintain a safe and secure environment in accommodation allocated to you. This includes fire detection, alarm (one practice per term being provided) and fighting equipment; fire alarm practices and the checking of all electrical equipment brought into the College. It also includes Porter, Junior Dean and Nurse services as well as maintenance staff support. CCTV surveillance and card entry systems are also present. The Lodge is the first point of contact for reporting all emergencies, accidents and (through a maintenance request form) building and equipment safety and fabric issues.
- 6.2 The College undertakes to check accommodation for safety and security standards. Resulting from these checks, the College will take prompt action to remedy shortcomings in the facilities it provides. You accept that College staff have the right to enter and carry out such checks (other than of personal effects) between 11.00 a.m. and 5.00 p.m. The College undertakes not to exercise this right unreasonably and, wherever possible, with prior notice.
- 6.3 You undertake not to do, or allow to be done, anything in College managed accommodation which renders the fire insurance policy void or voidable. In view of the particular seriousness which the College attaches to the danger of fire, any misuse of electrical equipment, cooking or heating facilities, lamps etc. within the premises may result in disciplinary measures, and you will be liable for any costs incurred by the College for damage and/or repair as a result of your actions. The preparation of food in bedrooms is forbidden. The following items must NOT be brought into, stored or used in any bedroom: candles, chip pans, deep fat fryers, sunbeds, heaters not supplied by the College, stocks of flammable materials or liquids.
- 6.4 You undertake to treat the following as prohibited items or activities within College property:-
 - Bringing in, using and/or supplying illegal drugs on College-owned property;
 - Firearms (including replicas, models, airguns and pellet guns) and offensive weapons
 - The use of any unchecked electrical appliance
 - The misuse of any fire appliances or equipment or tampering with fire equipment or notices
 - Candles, joss sticks, aromatic oil heaters or any other device which has a naked flame.
 - Bringing in any animal, bird, fowl, reptile, fish or pet of any kind;
 - The sale of alcohol may not take place in College accommodation;
 - The use of any oil, paraffin, gas or electric heating or cooking equipment other than that
 provided by the College. Any such items found will be removed and returned to you upon
 your vacating your room/s;
 - Storage of oil, paraffin or spirit based fuels and other flammable liquids. Any such items found will be removed and if practical returned to you upon your vacating your room;
 - Bicycles and e-scooters are not to be stored, or maintained, in rooms, communal areas, corridors, kitchens or bathrooms, and are only to be stored in the bicycle parking facilities provided, suitably secured.

- Walking or sitting on the grassed areas of the Quad, along the Water Garden and adjacent to Staircase 23 to the Lodge.
- Roller blading, cycling, and use of skateboards or scooters in College, other than on the access roads
- Cooking anywhere other than student pantries any cooking equipment other than a kettle (e.g. toasters, sandwich makers, rice cookers, air fryers) is forbidden in student rooms and may be taken away.
- Playing any sort of game (e.g., frisbee or football) in the Quad, on the lawn adjacent to the Water Garden and Staircase 23 to the Lodge, and running or walking along the external sides of the River and Meadow blocks of the College
- 6.5 You undertake not to tamper with electrical fittings. You undertake to declare for testing (on the appropriate form available from the Lodge) any personal electrical items, which you bring to the College. This form should be used on first taking up the accommodation provided under this Agreement, and subsequently when additional items are brought in. You have a duty to ensure any electrical item you bring into College is safe. Where items are found not to have been declared you accept that you may be asked to bear the cost of their testing. You accept that you will remove from college property equipment declared unsafe. Irons may only be used in the designated area. The electrical sockets in corridors must not be used by students.
- 6.6 You undertake to familiarise yourself with Health and Safety notices posted in staircases or College owned-property and the section of the Regulations relating to Safety and to carry out your responsibilities under regulations and legislation relating to safety. Part of this responsibility is to be aware of your duty to other residents and those employed by the College and for their safety. It is your responsibility to ensure that you are aware of, and comply with, the College fire and safety regulations, which are displayed on notice boards in rooms and staircases.
- 6.7 You undertake to assist the College in maintaining a safe environment by evacuating the building in the case of fire or a fire alarm sounding (in the event of a fire, practice or any other reason) and proceeding to designated fire assembly point/s (in College described on the Safety Notice in your Staircase).
- 6.8 You undertake not to misuse fire sensors, alarms, door closers, break-glass points or firefighting equipment. You are not to keep belongings in, or to use or store exercise equipment in, the circulation, common or corridor areas. You accept that failure to comply may result in disciplinary measures and you may be charged for repairs to the equipment and any costs incurred for fire service attendance. In view of the dangers such misuse present to fellow residents, a serious case could lead to the termination of this Agreement or the suspension or termination of your membership of the College.
- 6.9 You undertake not to affix posters or other items to windows and to ensure that nothing is fixed to the ceiling, light fittings or fire-sensors. Such actions increase fire hazards in rooms.
- 6.10 You undertake to keep safely the key issued to you on taking up accommodation. If you lose a key, you must immediately advise the Porters' Lodge, where you will be asked to present proof of identity, complete a Replacement Key Form and pay the costs of replacement. If the original key is found and returned to the Porters' Lodge within seven days of issuing the replacement key, a refund of 50% of this cost will be made. Thereafter, no refund will be made. These charges relate to the costs of ordering and administering the key security scheme.
- 6.11 You undertake to return your key to the Porters' Lodge when you leave your room either as a result of a move of room or at the end of your residence under this Agreement (either of which shall constitute the 'due day' for the purposes of this paragraph. You will be responsible for any costs incurred by the College in ordering new keys or changing locks at very short notice for incoming residents.
- **6.12** Under this Agreement, 'key' shall mean 'keys' where a key to a common access point is issued to you.

6.13 You undertake to treat with care who you give the access code to your staircases/building to, limiting this to other members of the College. You also undertake not to facilitate access to the staircases or any other College building of anyone not known to be a member of college, unless they are visiting you under the provisions of 2.7 above.

7 Undertakings on Payments

7.1 Agreement Fee

- 7.1.1 The charges for accommodation are as determined by the Governing Body of the College. Representatives of Common Rooms are consulted on the charges to be proposed to Governing Body. These are as listed in section 1.1 of this Agreement. All accommodation, hall and bar charges increase from the beginning of the financial year which runs from 1 August to 31 July, unless the original term of the Period extended past 1 August prior to any agreed extensions.
- 7.1.2 Charges in College include an element for utilities. This element is subject to review at the end of Michaelmas and Hilary Terms in accordance with an agreement with the JCR and MCR. This could result in charges changing in line with the rate of charges to the College from utilities companies.
- 7.1.3 You will be issued with a battels invoice at the beginning of each term of your residence. You will be required to pay your battels invoice for each term by the first Friday of each term.
- 7.1.5 You accept that you will be invoiced for individual and, having accepted communal responsibility by virtue of your membership of the College communal damage, unacceptable cleanliness, tampering or damage of fire safety equipment (including door closers) or loss of College property. In instances where, after reasonable investigations, responsibility cannot be attributed to any individual or individuals, you accept that the cost will be divided equally among all students in your staircase/building. You accept that you have a duty to assist in identifying the perpetrators of damage. Invoices for damages, repairs, losses and cleaning must be paid within 7 days. A schedule of indicative damages is appended to this Agreement. Please note that this is an indication of expected damages only, and the actual cost will be the cost incurred by the College in remedying the breach.

7.2 Payment Arrangements

- **7.2.1** Payments can be made via the UPay system, debit card, cheque made payable to 'St Catherine's College' or by bank transfer.
- 7.2.2 The College reserves the right to refuse vacation accommodation where battels for preceding term/s remain unpaid.
- 7.2.3 The College reserves the right to refuse accommodation in subsequent academic years, notwithstanding any established or notified entitlement, where battels for preceding term/s remain unpaid.
- **7.2.4** The College reserves the right to terminate this Agreement where battels for preceding term/s remain unpaid.
- **7.2.5** The College reserves the right to withhold its support for supplication for a degree of the University where battels remain unpaid.
- 7.2.6 The College reserves the right to use legal measures in pursuit of long-term debt, including the reference of collection to an outside agency.
- 7.2.7 If you fail to pay the charges for occupying your room that have been added to your battels invoice within 14 days of the due date, without having made alternative arrangements for payment

with the College Accountant, then interest will be payable at 3% per annum above the base rate of the Bank of England. Such interest will be backdated from the due date up to and including the date payment is made.

- 7.2.8 If you anticipate difficulties in paying your battels invoice by the due date you are required to provide written details to the Accounts Office. If you are coming to the United Kingdom from another country, the Accounts Office is always sympathetic to delays in establishing local banking arrangements. If you do encounter such difficulties *you undertake* to consult with the Accounts Office.
- 7.2.9 If payment of any sums due under this Agreement has been made by a cheque which has subsequently been dishonoured, you will be responsible for any losses incurred by the College as a result.

8 Exclusions

8.1 Personal Insurance

The College provides security access systems for doors to staircases and locks to areas within St Catherine's House and the means for securing lockers, doors and windows in rooms. You accept that you have a personal responsibility for safeguarding and using these systems/means. Consequently, you accept that under no circumstances is the College liable for the security of your personal belongings whilst they are on College premises or within your room. The College does not insure the personal effects of students against loss or damage. It has, however, facilitated arrangements for insurance cover and details of this cover and limitations will be circulated to all resident students. You should ensure that the door and windows to your room are locked/shut whenever you leave it.

8.2 Car Parking

There is no entitlement under this Agreement to park a motor vehicle of any description at any property owned by the College except for the purpose of the delivery and collection of your personal possessions. Although limited facilities exist at St Catherine's House, no guarantee of a space to park a motor vehicle on any of the College's premises is provided under this Agreement. In entering into this agreement you recognise that you are responsible for effecting the liability insurance and in-date vehicle tax for any motor vehicle brought on to College premises and that the College accepts no liability for it or its contents.

9 Review

9.1 The College undertakes to present this Residential Agreement to the Student Liaison Committee annually for the purposes of review. Final decisions on content rest with the Governing Body.

10 General

- 10.1 Any notice required by this Agreement to be served upon you shall be deemed to have been properly served if addressed to you to your College e-mail address. You are required to read e-mails sent to your address on a daily basis.
- 10.2 If you are invited by an Officer or employee of the College to participate in "reasonable investigations" (Section 6 above) you are required to attend. Reasonable efforts will be made to consult you to arrange an interview at a time that is mutually convenient. Failure to attend without prior notice may result in disciplinary measures and/or damages for any losses incurred as a result of this.

10.3 The College shall not be responsible for loss or damage to any property on the premises whether belonging to you or under your care or control unless caused by negligence of the College, its duly authorised Officers, employees or agents.

11 Termination by the College

- 11.1 This Agreement may be terminated earlier by the College:
- 11.1.1 Upon giving you 4 weeks' notice, in writing, or
- 11.1.2 If:
- (a) you are in breach of any of your obligations under this Agreement or the College's Regulations, and/or
- (b) you cease to be a student of the University and/or a member of the College, and/or
- (c) your student status is suspended for any reason whether voluntarily or otherwise,

And the College gives you 5 days' notice in writing.

- 11.2 A decision to terminate the Agreement under 11.1.2 above shall be made by the Dean, subject to a student member's right to an appeal under the By-Laws.
- 11.3 If the College terminates this Agreement under this section you will remain responsible for the payment of charges until the end of the Agreement period or until another student has been found to take your place, whichever occurs first in time.

12 Shared Room Contracts

- 12.1 Where the Accommodation is designated for occupancy by more than one person, this clause 12 applies but not otherwise.
- 12.2 Each occupier will have a separate agreement with the College on substantially the same terms.
- 12.3 This agreement takes effect as a licence to occupy.
- 12.4 Where damage or loss occurs at the Accommodation and it is not possible for the College (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss.
- 12.5 If the Student becomes the sole occupier of the accommodation, the College may require the Student to move to a room designated for single occupancy. Unless the College requires a sole occupier to move to a single room, then the Student may remain alone in the Accommodation but in these circumstances the Student will be charged the standard single room charge until such time as double occupancy is resumed.
- 12.6 The College may introduce a second student to the Accommodation if it is in single occupancy and will use reasonable endeavours to give reasonable notice to the student in occupation of its intention to do so.
- 12.7 The College shall not be obliged to relocate either student in the event that sharing students do not get on with each other, but will treat transfer requests sympathetically in such circumstances. Students in shared rooms have the same rights to terminate their Residential agreements as students in single rooms
- 12.8 Students in shared rooms will show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the sharing students are equal and neither has precedence or preference over the other

13 Termination by You

- 13.1 You are not normally entitled to terminate this Agreement earlier than the termination date given in Section 1 above. In agreeing to the conditions of this Agreement and the benefits it confers you undertake to remain in occupation of the premises throughout the period given in Section 1 and make all payments required for the whole period of this Agreement. The only circumstances where early termination may be granted are given in paragraphs (a), (b) and (c) below.
- (a) You may seek release from this Agreement in exceptional circumstances on academic or welfare grounds. If you wish to apply for release on either of these grounds you should write to the Accommodation Office giving full details of your circumstances. If you are dissatisfied with the decision of the Accommodation Office you may appeal by writing to the Senior Tutor (academic grounds) or Dean (welfare grounds) giving full details of the grounds for appeal. Where you are allowed to terminate this Agreement under this paragraph you will be charged until the agreed date of termination. If you fail to vacate on the date indicated, the damages indicated in Clause 2.9 will apply.
- (b) You will be released from this Agreement on withdrawing from your course. Where you are allowed to terminate this Agreement under this paragraph you will be charged until the agreed date of termination. If you fail to vacate on the date indicated, the damages indicated in Clause 2.9 will apply.
- (c) The Accommodation Office maintains a list of all students who are seeking and entitled to College accommodation. If you wish to leave College accommodation, and arrangements can be made for another St Catherine's College student, who is not currently residing in College-owned or -leased accommodation, to take your place, you may do so without any financial penalty. All enquiries of this nature should be made to the Accommodation Office. Where you are allowed to terminate this Agreement under this paragraph you will be charged until the agreed date of termination. If you fail to vacate on the date indicated, the damages indicated in Clause 2.9 will apply.
- 13.2 The termination of this Agreement does not cancel any outstanding obligation which you may owe to the College.

Schedule - Indication of Charges for Damage/Repairs

Below is a representation of expected costs incurred by the College should you damage the referred to items in breach of this Agreement. Please note, these costs are indicative only and may not represent the costs actually incurred. This is purely intended to be a guide.

Carpet cleaning	£15.00		
Carpet Tile Replacement	£10.00 per tile		
Repainting			
entire room	£120.00		
ceiling	£30.00		
walls (each)	£30.00		
woodwork/shelves	£60.00		
Removal of nails/hooks and making good	£20.00		
Damage to furniture/bed back/light fitting	Cost price depending on damage		
Cleaning excessively dirty room	£20 minimum charge – further costs		
	depending on extent of cleaning		
Cleaning/clearing a refrigerator	£30.00		
Clearing rubbish (beyond normal clearance)	£20.00*		
Replacement charges			
Easy Chair	£250		
Desk	£200		
Series 7 chair	£170		
Blinds /Pair of curtains/Desk chair	£120		
Glass (450mm)/Desk lamp	£85		
Mattress	£120		
Broken or damaged extinguisher	£50		
Replacement mirror, door repair, fire blanket	£30		
Duvet cover	£15		
Modem loss/damage/replacement	£5		
Duvet, mattress cover, pillow, pillow case,	£10		
pillow cover, sheet			
Locker Key replacement 20 to 26	£10		
Room Key replacement	£30		
Ethernet cable	£2.50		

^{*}Student members are reminded that this charge may be avoided by disposing of more than normal daily amounts of rubbish by transporting it directly to the skip near the JCR entrance.