**RESIDENCY AGREEMENT**

**HOMERTON COLLEGE**

Date Of Offer:

1 Parties

 1.1 The Owner HOMERTON COLLEGE of Cambridge CB2 8PH

 1.2 The Occupier Name:

 Present Address:

2 Particulars

* 1. Building
	2. The Room
	3. Occupation Period Details of these are shown in the attached Schedule

* 1. The Residence

Charge

* 1. University The Statutes Ordinances and Regulations of the

 Regulations University of Cambridge for the time being in force

* 1. College The Rules and Regulations of the College for the time

 Regulations being in force

3 The Agreement

 3.1 The Owner agrees to hire out and the Occupier agrees to take the Room for the Occupation Period.

 3.2 The Residence Charge will be payable in full, unless the Occupier intermits or withdraws from their course. In such circumstances the College Accountant will determine if any refund is due and the amount thereof, but this will not be repayable to the Occupier until their intermission or withdrawal has been formally confirmed.

* 1. The Residence Charge to be paid by the Occupier is the total charge payable for the right to occupy the Room
	2. The Owner and Occupier acknowledge that this agreement is a personal right granted by the Owner to the Occupier for the occupation of a room in College. It confers no title, estate or proprietary interest on the Occupier whatsoever. The owner reserves the right to require the Occupier to move to another similar room in the College should the College authorities in their absolute discretion so require at any time. The Occupier acknowledges the right of the College to enter the Room at any time for the maintenance, cleaning and servicing of the Room, for regular inspections and for emergencies.
	3. In the event that above clause numbered 3.3 (which shall be severable from this Agreement if it is declared invalid, unenforceable or of no effect and which does not and is not intended to confer any interest on the occupier beyond that of Licensee) and further in the event, and only in the event, that this Agreement is held by a court of competent jurisdiction to create a tenancy, the Owner and the Occupier confirm that: (i) for the purposes of the Housing Act 1988 the Owner is a specified educational institution and the Occupier is pursuing or intending to pursue a course of study at that specified institution or at the University of Cambridge and (ii) notwithstanding the opening words of this paragraph, should any tenancy be created hereby it is not an assured tenancy nor an assured shorthold tenancy .

 4 The Occupier and Owner each agree to observe and perform the obligations set out in the Document headed "Conditions" attached hereto and which are deemed to be incorporated into this Occupation Agreement.

 Students who believe they have an exceptional reason in which they require to break their residency agreement early, for reasons other than intermission or withdrawal will need to obtain a recommendation from their Tutor to do so. This request will then be submitted to the Senior Tutor and College Accountant for review and approval. The applicable charges for an approved break will be to the last night in accommodation plus two weeks rent.

Signed for and on behalf of the Owner



Signed by the Occupier

Signature: ....................... ........................... .. Name: .............................................. ..

Dated: