



THIS ACCOMMODATION LICENCE AGREEMENT together with the College's Rules and Regulations create legally binding obligations between the College and the Student. **Please read them and make sure you understand and agree to them before you sign the summary sheet and give to the Caretaker or Porters' Lodge when you collect your keys.** Non-signature does not remove you from its obligations. This licence agreement is governed by English law, which international students may find quite different to the law which applies in their country. You may wish to take advice before signing.

Your occupancy of a room is on the understanding that such occupancy is as a licensee, which gives you a contractual right to occupy the room, and not as a Tenant. As a Licensee, you have no legal interest in the property. You will be held responsible for the payment of fees for the whole period of this Licence. This is subject to the licensee remaining a student at the College, paying the fee, and complying with the terms of this Licence Agreement.

### Student Name

### Address

The College	Means the buildings and ground comprising The Queen's College, Oxford, OX1 4AW
Accommodation	A single College study bedroom to be allocated to the Student by the College
Accommodation (Summary) Acceptance Form	Means the form specifying the name of the Student, the Accommodation and the Rate signed by the Student on or before the commencement of the Licence Period to signify the Student's acceptance of the terms and conditions of this Licence Agreement
Rate	Means the rate applicable to the Accommodation specified in the Accommodation Acceptance
Charge	the amount payable by the Student to the College for the Accommodation at the Rate
Payment Dates	See the Accommodation (Summary) Acceptance Form for details of the charges and payment schedule.
Licence Period	Means in respect of the Academic Year as specified in the Accommodation Acceptance Form
Vacation Residence	Any period of occupation of accommodation outside the Licence Period
Full Term	Means any one of the full terms of the University of Oxford comprising Michaelmas Term Hilary Term and Trinity Term

Accommodation Contents	The fixtures fittings and equipment in the Accommodation as listed on the Inventory provided in the room on or before the commencement of the Licence Period
College Contents	The fixtures fittings and equipment at the College which are for students' use but which are not allocated to any student's room
Contents	The Accommodation Contents and the College Contents
Common Parts	Any shared facility such as bathroom, common or other room allocated to the Accommodation and those parts of the College's property which are necessary for the purpose of gaining access to the Accommodation
Rights	(a) to occupy the Accommodation during the Licence Period (b) to use the Contents (c) to use the Common Parts (d) to use the Services (e) to use the College's catering facilities (additional charges apply)
Services	(a) repair of the College (b) lighting and heating of the College (c) providing hot and cold running water to the Accommodation (d) providing an electricity supply to the Accommodation (e) disposal of rubbish deposited in designated receptacles, (see the College web pages for specific details about rubbish disposal) (f) cleaning of the Accommodation and the Common Parts
Permitted Occupier	The students in occupation of Venneit Close accommodation are the Permitted Occupier(s) referred to in the contract the College holds with the Landlord (or agent) of Venneit Close.

In this licence agreement "College" includes all buildings belonging to the College for use as student residences and not just the main College building whose address is given on the first page of this licence agreement.

The College agrees to grant and the Student agrees to take a licence of the Accommodation for the Licence Period on the conditions set out in this licence agreement and in the College's Rules and Regulations. The student shall occupy the Accommodation as licensee and no relationship of landlord and tenant is created between the College and the student by this Licence.

## **1 Student's Obligations**

- 1.1 To pay the Charge to the College in advance on or before the Payment Dates
- 1.2 To check the inventory and report any discrepancy to the College Steward within 7 days of the start of the Licence Period
- 1.3 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents and the Common Parts in a clean and tidy condition and not to damage them. Any loss or damage to the College will be charged for in addition to any fine that may be imposed.

- 1.4 At the end of the Licence Period to leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings and to return to the College the keys/passes/entry cards to the Accommodation
- 1.5 To allow the College, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency, for routine cleaning on the designated days, or where the need for repair (or any other matter affecting the suitability of the Accommodation for habitation) was reported by the Student, but otherwise the College will aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.
- 1.6 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the College or The University of Oxford or on the owners or occupiers of nearby property.
- 1.7 To comply with The University of Oxford's Regulations and with the College's Regulations previously made available to the Student and available on the College [website](#).
- 1.8 To report to the College as directed in the College Regulations any damage or want of repair at the College or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 1.9 To pay to the College all costs reasonably incurred in enforcing the Student's obligations in this licence agreement or arising from a breach of them (including an administration and interest charge)
- 1.10 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 1.11 Not to alter, add to or do anything which may cause damage to the electrical installation or 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 or the College's block insurance statement at risk. Any portable electrical appliance must be tested and bear an in-date sticker of the testing before being used in the College. The Student must within 3 days of request either provide a safety certificate for, or remove from the Accommodation, any appliance which in the College's reasonable opinion, is unsafe otherwise the College may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Licence Period.
- 1.12 With the exception of the Main Gate of the College, to ensure that all gates and doors of College buildings remain locked at all times.
- 1.13 To take reasonable steps to avoid wasting fuel (e.g., turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the College and others
- 1.14 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
- 1.15 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the College or the Contents
- 1.16 Not to bring additional furniture (including items such as any cooking appliance, upholstered items, beds, fridges, etc) into the College. Televisions in accommodation (for which you must

purchase a television licence), small electrical items such as hair driers are permitted, (subject to the College's Health & Safety Policy available at <http://www.queens.ox.ac.uk/our-policies-and-procedures>)

- 1.17 Not to use the Accommodation for any other purpose other than as a study bedroom.
- 1.18 Not to share the Accommodation or sub-let it or transfer occupancy to any person.
- 1.19 Not to part with possession or control of the keys to the Accommodation and the College passes or cut copies of keys and give them to others; and forthwith to report any loss to the Head Porter.
- 1.20 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 1.21 Not to add to or change the telephone services to the Accommodation without the College's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.
- 1.22 Not to bring into the College any animal unless it is an aid for a person with a disability. The Student is requested to notify the College Domestic Bursar in advance if an assistance animal is needed at College, as adjustments may need to be made to accommodate it. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.
- 1.23 Not to keep any vehicle or vehicle parts in any part of College other than bicycles in the designated cycle bays; or mobility assistance vehicles and not to ride or drive any vehicle in College unless it is a mobility assistance vehicle. Users of mobility assistance vehicles are requested to contact the College in advance as the College may need to make reasonable adjustments to accommodate it (without imposing any obligation on the College if the vehicle cannot reasonably be accommodated). All bicycles in any part of the College must bear a College security/identity tag available at the lodge and be removed at the end the academic year unless prior arrangements have been made for storage, and may not be kept in your room.
- 1.24 Not to cause any obstruction of the Common Parts, make them dirty or untidy or leave any rubbish in them.
- 1.25 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Porters' Lodge as soon as reasonably practicable (and in any event within 48 hours)
- 1.26 The Student shall pay for a television licence, if a licence is required, for any television used in their accommodation.

## **2 College's Obligations**

- 2.1 To provide the Services which include reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from College grounds (see College website for details).
- 2.2 At reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency, for routine cleaning on the designated days, or where the need for repair (or any

other matter affecting the suitability of the Accommodation for habitation) was reported by the Student, but otherwise the College will aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.

- 2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods
- 2.4 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this licence agreement or where there is serious risk of harm to the Student to others or the College's property
- 2.5 To give a receipt for any of the Student's property which is confiscated under the terms of this licence agreement.
- 2.6 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents
- 2.7 Maintain the College Common Parts in good order and repair, and keep any equipment there in proper working order
- 2.8 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College

### **3 Other Conditions**

- 3.1 The Student is responsible for the conduct of any invited visitor(s)
- 3.2 The Student hereby authorises the College to use his/her personal data for all lawful purposes in connection with this licence agreement (including debt recovery, crime prevention, the College's insurance policy, allocating rooms or where there is a serious risk of harm to the Student or to others or to the College's property) and all matters arising from the Student's membership of the College and The University of Oxford
- 3.3 The College's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the College's negligence or breach of its obligations in this licence agreement and personal belongings left at the College are at the Student's own risk.
- 3.4 Any Vacation Residence applied for and approved by the College will be subject to all the provisions of this Agreement. The College will provide an opportunity each term for students to apply for Vacation Residence without obligation to house them in the same accommodation as they do during the Licence Period. Unauthorised Vacation Residence and the non-return of keys to the Lodge upon departure will be charged the standard commercial bed and breakfast rate and may also be subject to disciplinary proceedings. (Key replacements will be charged at £40.00).
- 3.5 If a student requests and is granted permission to stay in college accommodation during the Christmas or Easter closure, it should be recognised that no staff will be available. In this instance the students will be expected to take their rubbish to the outside bins, and also to keep kitchens clean and tidy.

- 3.6 The College is not liable to repair any damage caused by the Student unless the cost is met by the Student. This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 3.7 The College may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them
- 3.8 This licence agreement does not affect the disciplinary powers of the College
- 3.9 The College is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this licence agreement and may make a reasonable charge for its storage
- 3.10 Notices under this licence agreement must be in writing (which includes email) and the College's address for service is given on the first page of this licence agreement
- 3.11 This licence agreement is not intended to confer any benefit to anyone who is not party to it
- 3.12 This licence agreement and the policies referred to in contains all the terms agreed to by the College and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the College's Domestic Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made

#### **4 Termination of this Licence agreement**

- 4.1 Unless the Student has made arrangements with the College for late arrival this licence agreement will automatically terminate if the Student has not taken up residence by Tuesday of 1<sup>st</sup> Week but the Student will be liable for the Charge unless waived at the discretion of the Domestic Bursar
- 4.2 The College may terminate this licence agreement at any time by serving notice on the Student if:
  - (a) Any payment is overdue by 21 days or more or
  - (b) The Student is in serious or persistent breach of any of the Student's obligations or
  - (c) The Student does not have status as a member of the College or of the University of Oxford (suspended or barred from the College)
  - (d) In the reasonable opinion of the College the health or behaviour of the Student constitutes a serious risk to him/herself or others or the College's or other people's property
- 4.3 The period of this License is for a full academic year, and the student will be liable for the full year's charges except under the following circumstance:

The student receives the permission of the Dean and the Domestic Bursar to terminate the agreement (which might be in the case of illness for example).

- 4.4 (a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this licence agreement the Student will have the right to terminate this

- licence agreement (without having to comply with the conditions in clause 4.3) as an alternative to relocating
- (b) Where the College relocates the Student because the Student is in breach of one or more of their obligations in this licence agreement or where the relocation is made at the Student's request.
- 4.5 The College's acceptance of the keys at any time shall not in itself be effective to terminate this licence agreement while any part of the Licence Period remains unexpired.
- 4.6 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision or part-provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **5 Addendum for occupants of Venneit Close accommodation**

- 5.1 The accommodation provided at Venneit Close is that of individual flats which are rented by the College for occupation by students of The Queen's College or any other occupant the College invites to occupy this accommodation. The College holds the headlease and the flats are considered part of the College accommodation provision and this Licence Agreement and all its parts are relevant to the flats at Venneit Close. Occupants should treat this accommodation entirely as they would a College owned property, in keeping with the terms of the agreement.
- 5.2 The students in occupation are the Permitted Occupier(s) referred to in the contract the College holds with the Landlord (or agent).
- 5.3 The College (the Tenant) must supply names of each Permitted Occupier to the Landlord (the agent). Students are not permitted to move between flats (swap) and must reside at the accommodation they have been assigned, (refer to 16.1 of the main Licence Agreement).
- 5.4 Students residing together in a flat will be jointly responsible for common parts and the contents. The inventory is for the entire flat and the obligations of paragraph 1.2, 1.3 and 1.4 will apply to all the occupants jointly. This includes damage or loss to common parts and means that all occupants are liable for all sums due under the agreement not just the proportionate part.
- 5.5 Any charges for services or call-out charges for which a trade is called to rectify a fault will be charged on to the Permitted Occupier (student/s) if it has been established that no fault had existed.
- 5.6 Permitted Occupiers must not do anything to or on the property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them (see also point 1.20 above);
  - (b) involves using the property for immoral or illegal purposes; or
  - (c) has the effect of invalidating the insurance that the Landlord has taken out.
- 5.7 Bicycles must be stored in suitable locations that do not cause a hazard to others. Where dedicated bicycle racks are provided only these areas should be used for bicycle storage. The agent will make periodic inspections and apparently abandoned bicycles will be removed. Tags will be available for Permitted Occupiers to attach to bicycles that should not be removed. Any

bicycle that is not tagged will be removed without further notice and neither the the College, Landlord nor the Property Manager shall be responsible for any consequential losses.

- 5.8 Permitted Occupiers shall ensure that rubbish/refuse is placed in the appropriate containers provided outside the flat. If rubbish is found belonging to a student in the incorrect bin then a charge will be made to remove the rubbish and deposit it in the correct manner. The College will pay a charge of £95.00 including VAT to the agent and these charges in addition to any fines that may be imposed will be passed on to the Permitted Occupier/s (student).
- 5.9 Wifi and telephone lines (without telephone handsets) have been installed in the flats. No occupant shall set up a telephone handset to the line, and should this occur all occupants will be jointly liable for charges, see also 1.21 of the main Licence Agreement, above.
- 5.10 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant. If the Tenant, or Permitted Occupier/s is/are unable to be present at the necessary time, the keys that the Landlord or Property Manager holds will be used.

July 2020