



LICENCE TO OCCUPY

THIS ACCOMMODATION LICENCE AGREEMENT is dated the date on which the Accommodation Acceptance Form is signed.

PARTIES

- (1) The College The Queen's College, Oxford
- (2) The Student A junior member whose name is stated in the Accommodation Acceptance Form.

The Accommodation Licence Agreement together with the College Regulations create legally binding obligations between the College and the Student.

The Student is required to read, understand and agree to the terms, before completing the fields below and signing the Accommodation Acceptance Form.

Non-signature does not remove the Student 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. The Student may wish to take advice before signing.

The Student's occupancy of a room is on the understanding that such occupancy is as a Licensee, which gives the Student a contractual right to occupy the room, and not as a Tenant. As a Licensee, the Student has no legal interest in the property. The Student will be held responsible for the payment of fees for the whole period of this Licence. This is subject to the Licensee having a student status, paying the fee, and complying with the terms of this Licence Agreement.

Student Full Name:

Accommodation Address:

1 Definitions and Interpretation

The following definitions and rules of interpretation apply in this Licence.

Accommodation	a single College study bedroom specified in the Accommodation Acceptance Form allocated to the Student by the College. *a few rooms are shared
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 (the occupation dates) to signify the Student's acceptance of the terms and conditions of this Licence Agreement and the College Regulations.
Building	the building at the College within which the Accommodation is situated.

Charge	the amount payable by the Student to The Queen's College for the Accommodation (including internet and utilities) at the Rate or such other amount as The Queen's College in its absolute discretion may from time to time determine on giving no less than one month's written notice.
the Code of Practice	the Code of Practice for the Management of Student Housing (https://www.universitiesuk.ac.uk/topics/students/student-support/accommodation-code-practice) published from time to time by Universities UK and under which The Queen's College is an accredited institution*. *with the exception of the flats in Venneit Close, which are licensed as a House in Multiple Occupation (HMO)
the College	means the buildings and grounds comprising The Queen's College, Oxford, OX1 4AW. 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 above.
Common Facilities	such as bathrooms and WCs within the Building intended for the shared use of the Student and other occupiers of the Building. This may include kitchens, but is not obligatory, as College Accommodation is not self-catering, and kitchens are not a part of the common facilities to which the Student has a right. There is no right to kitchen facilities conveyed by this Licence Agreement.
Common Parts	means such paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Accommodation as designated from time to time by The Queen's College.
Competent Authority	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
Contents	means the fixtures, fittings and equipment in the Accommodation as listed in the inventory provided in the room by The Queen's College on or before the commencement of the Licence Period.
Licence Period	means dates, in respect of the Academic Year as specified in the Accommodation Acceptance Form, that the Student is licenced to occupy the Accommodation.
Necessary Consents	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
Payment Dates	see the Accommodation (Summary) Acceptance Form for details of the charges and payment schedule.
Permitted Occupier	students are permitted to occupy the College accommodation for the Licence Period. 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.
Permitted Use	means use as a study bedroom for occupation by the Student, while holding a student status.
Rate	means the rate applicable to the Accommodation specified in the Accommodation Acceptance Form.
Services	the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities.
Service Media	means all media (such as drains, conduits, channels) for the Services and all structures, machinery and equipment ancillary to those media.
Term Time	means any one of the full terms of the University of Oxford comprising Michaelmas Term, Hilary Term, and Trinity Term.
Vacation Residence	any period of occupation of accommodation outside the Licence Period which has been permitted by the College in writing to undergraduate students.
Vacation Residence Rate	means the rate applicable to the Accommodation outside the Licence Period for undergraduate students.

- 1.1 Clause headings shall not affect the interpretation of this Licence.
- 1.2 In case of any inconsistency or conflict between the terms and conditions of this Licence Agreement and the Accommodation Acceptance Form, the Accommodation Acceptance Form shall prevail.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and, when safe, an obligation to use best endeavours to prevent that thing being done by another person.
- 1.7 References to clauses are to the clauses of this Licence.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Licence to occupy

- 2.1 In consideration of the Charge and subject to Clause 3 and Clause 4, The Queen's College permits the Student to occupy the Accommodation for the Permitted Use for the Licence Period together with the right for the Student to use :
- 2.1.1 such parts of the Common Parts for the purpose of access to and egress from the Accommodation as shall from time to time be designated by The Queen's College for such purpose.
 - 2.1.2 the Common Facilities.
 - 2.1.3 the Service Media serving the Accommodation.
- 2.2 The Student acknowledges that:
- 2.2.1 the Student shall occupy the Accommodation as a Licensee and that no relationship of landlord and tenant is created between The Queen's College and the Student by this Licence;
 - 2.2.2 The Queen's College retains control, possession and management of the Accommodation and the Student has no right to exclude The Queen's College from the Accommodation;
 - 2.2.3 the Licence to occupy granted by this agreement is personal to the Student and is not assignable;
- 2.3 If The Queen's College agrees in writing to allow the Student to remain in occupation of the Accommodation or any other equivalent accommodation within the College during a Vacation Residence period, the Student's occupation shall be governed by the terms of this Agreement subject to the payment of the Vacation Residence Rate for each day when the Accommodation or alternative accommodation is occupied by the Student. The Vacation Residence Rate shall be that notified by The Queen's College in the Vacation Residence information issued to students for the purpose of inviting applications for Vacation Residence, and such rate shall apply to all accepted applications for the Vacation Residence. At the discretion of the College, some non-essential Services and the central catering may not be available.

3 Student's Obligations

The Student agrees and undertakes:

- 3.1 To pay the Charge to The Queen's College without any deduction in advance on or before the Payment Dates.
- 3.2 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the Common Facilities and the Common Parts in a clean and tidy condition, clear of rubbish, 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 for violation of College Regulations.
- 3.3 Not at any time to leave the Accommodation unoccupied without locking the door and (if the Accommodation is on the ground floor and first floor of the Building) not to leave the Accommodation unoccupied without first closing and locking the windows.

- 3.4 With the exception of the Main Gate of the College, to ensure that when using access gates and doors to College accommodation buildings that they are shut and properly locked after use.
- 3.5 Not to alter, add to or do anything which may cause damage to the electrical Services or Service Media within any Accommodation, Common Facilities or Common Parts. Nor to do anything 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 at risk. Any portable electrical appliance must be tested and bear an in-date sticker of the testing (PAT) 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 (see the College's [SOP on Electrical Safety and PAT](#) on the College website – Maintenance and services page).
- 3.6 Not to share the Accommodation or sub-let it or transfer occupancy to any other person.
- 3.7 Not to keep any vehicle or vehicle parts in any part of College other than bicycles or scooters 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. Not to bring into or keep anywhere in College any e-bicycles, e-scooters, or their batteries. Not to charge any battery for an e-bicycle or e-scooter on College property because of the danger of lithium batteries causing fire. Users of mobility assistance vehicles are requested to contact The Queen's 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 of the academic year.
- 3.8 Not to bring into the Building any animal unless it is an animal recognised by The Queen's College as an aid for a person with a disability. The Student is requested to seek written approval from 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.
- 3.9 Not to smoke or vape anywhere within the College (including the Accommodation) and not to keep or to take drugs other than for presented medicinal purposes.
- 3.10 Not to burn anything in the Accommodation whether or not using a naked flame including without limitation not to cause or permit the use of candles.
- 3.11 Not to cook in the Accommodation nor bring into the Accommodation any cooking equipment.
- 3.12 Not to tamper with any window restrictions within the Building.
- 3.13 Not to do or permit to be done on the Accommodation anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to The Queen's College or to occupiers of the College or any owner or occupier of neighbouring property.

- 3.14 To check the inventory and report to the College Steward any discrepancy between the Contents in the Accommodation and the inventory within seven days from the start of the Licence Period.
- 3.15 Not to remove from, affix to, change, cause or permit to be caused any damage to the Accommodation, the Building or the College (including decorative finishes), or the Contents, and not to repair (or procure the repair of) any such damage but immediately report to The Queen's College any damage or want of repair or any failure in the provision of any of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
Additionally, any intruder or damage caused by an intruder should be reported to the Lodge.
- 3.16 To pay to The Queen's 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).
- 3.17 Not to bring additional furniture or equipment (including items such as any cooking appliance, upholstered items, beds, fridges, etc) into the College. Televisions, laptops, small electrical items such as hair driers are permitted in Accommodation, subject to the College's Health & Safety Policy available at <http://www.queens.ox.ac.uk/our-policies-and-procedures>. Note that no cooking equipment is permitted. The Student shall pay for a television licence, if a licence is required, for any live or streamed broadcast in their accommodation.
- 3.18 Not to cause or permit anything harmful, or which is likely to cause blockage, in any of the pipes or drains.
- 3.19 Not to obstruct the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish in them.
- 3.20 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Accommodation or which will or might vitiate in whole or in part any insurance effected by The Queen's College in respect of the Accommodation and the College from time to time.
- 3.21 To comply with all applicable legislation and regulations to avoid the Student's actions or negligence having an adverse effect on The Queen's College or The University of Oxford or on the owners or occupiers of nearby property.
- 3.22 To allow the College to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair, and for routine cleaning and in emergency in accordance with paragraph 4.3 of this Licence Agreement. In the case of routine cleaning, reasonable notice will be a statement of the regular times this will occur (see the College's [Service Level Agreement](#) on the College website – Maintenance and services page).
- 3.23 To maintain a reasonably safe environment within the Accommodation for the employees of The Queen's College who may have to enter the Accommodation for any purpose.
- 3.24 Not to cause or permit by any act or omission a breach of any of the obligations of The Queen's College under the Code of Practice.

- 3.25 Not at any time to part with possession or control of the keys/fobs to the Accommodation or cut copies of keys and give them to others; and forthwith to report any loss to the Lodge and to pay the reasonable cost incurred by The Queen's College for providing a replacement key and/or fob.
- 3.26 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 Lodge the keys/fobs by 10 a.m.
- 3.27 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 3.28 To take reasonable steps to avoid wasting fuel (e.g., turning off lights and electrical equipment when not in use) or water and to participate in any waste recycling schemes operated by the College.
- 3.29 Not to use the Accommodation for any other purpose other than for the Permitted Use.
- 3.30 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.

4 The Queen's College's Obligations

During the Licence Period The Queen's College undertakes with the Student:

- 4.1 Subject to the Student observing and performing its obligations under Clause 3.24 to comply with the Code of Practice.
- 4.2 To keep the Building including the Common Parts, Common Facilities and the Accommodation in reasonable repair and good order, and keep any equipment there in proper working order. To provide reporting procedures and reasonable response times for repairs, details of arrangements for routine cleaning, refuse collection and expected clearance times for ice, snow and leaves from College grounds (see the relevant documents on the College website - [Maintenance and services](#) page).
- 4.3 At reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. The College will aim to give to the Student:
 - 4.3.1 No notice in case of an emergency, for routine cleaning on the designated days, or where the need for a repair affects the suitability of the Accommodation for habitation.
 - 4.3.2 A minimum of 24 hours' advance before carrying out repair or maintenance works.
 - 4.3.3 A minimum of 7 days' advance notice for planned maintenance or repair works.
 - 4.3.4 A minimum of 48 hours prior notice for purposes other than repair or maintenance.
- 4.4 To provide electricity, heating, lighting, hot and cold running water to the Accommodation and to the Common Facilities.

- 4.5 To clean the Accommodation and Common Parts and to dispose of rubbish deposited only in receptacles provided for that purpose (see the College's [Service Level Agreement](#) on the College website – Maintenance and services page).
- 4.6 Not to disclose personal information obtained from the Student except as permitted by clause 5.2 of this Licence Agreement or where there is serious risk of harm to the Student, to others or the College's property.
- 4.7 To give a receipt for any of the Student's property which is confiscated under the terms of this Licence Agreement.
- 4.8 To ensure any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.
- 4.9 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College.

5 Other Conditions

- 5.1 The Student is responsible for the conduct of any invited visitor(s), which must be of the same standard as that required of residents.
- 5.2 The Student hereby authorises The Queen's 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 University of Oxford.
- 5.3 College accommodation is available in Term Time to undergraduate students. On a discretionary basis the College may agree to periods of Vacation Residence. The College will communicate any opportunity to apply for Vacation Residence to undergraduates holding a termly Licence, without any obligation to provide such accommodation, and it will be agreed only for the purposes set out in the College regulations. Graduate students and some undergraduate students in courses with extended terms have continuous Licences which include periods during some vacations. Any student failing to vacate their Accommodation at the time specified in their Licence, and who has not been granted Vacation Residence, will be charged the standard commercial bed and breakfast rate and may also be subject to disciplinary proceedings. Lost key replacement, including the non-return of keys or fobs to the Lodge upon departure, will be charged at £40.00.
- 5.4 If a student requests and is granted permission to stay in Accommodation during the Christmas closure as Vacation Residence, no staff will be available. In this instance the students must take their rubbish to the outside bins, and must keep all areas clean and tidy.
- 5.5 The Queen's 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.

- 5.6 The College may temporarily suspend use of any shared facilities or kitchens that have been permitted to be used; this may be for any reason but in particular if they are not kept in a clean and tidy condition by the students using them.
- 5.7 This Licence Agreement does not affect the disciplinary powers of the College.
- 5.8 The College is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction, an annoyance to other residents, 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.
- 5.9 Notices under this Licence Agreement must be in writing (which includes email to the Student and Accommodation Office) and the College's address for service is given on the first page of this Licence Agreement.
- 5.10 This Licence Agreement and the policies referred to in it contain 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.

6 Termination of this Licence agreement

- 6.1 Unless the Student has made arrangements with The Queen's College for late arrival, this Licence Agreement will automatically terminate if the Student has not taken up residence by Tuesday of 1st week; however, the Student will be liable for the Charge unless waived at the discretion of the Domestic Bursar.
- 6.2 The College may terminate this Licence Agreement at any time by serving notice on the Student if:
 - 6.2.1 any payment is overdue by 21 days or more, or
 - 6.2.2 the Student is in serious or persistent breach of any of the Student's obligations, or
 - 6.2.3 the Student does not have status as a member of the College or of the University of Oxford (suspended or barred from the College or University), or
 - 6.2.4 in the reasonable opinion of The Queen's College the health or the conduct of the Student constitutes a serious risk to the Student or others or the College's or other's property.
- 6.3 The License is for a full academic year, and the student will be liable for the full year's charges unless the Student receives the permission of the Dean and the Domestic Bursar to terminate the agreement (which might be given in extreme cases, as in serious illness for example).
- 6.4 The College reserves the right to relocate the Student to alternative accommodation during the Period of Residence where it is reasonable to do so, giving not less than 3 days' notice. This Licence shall apply to the new accommodation. 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 6.3) as an alternative to relocating.

- 6.5 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.
- 6.6 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.
- 6.7 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.

7 Limitation of College's liability

- 7.1 Subject to Clause 7.2, The Queen's College is not liable for:
 - 7.1.1 the death of, or injury to the Student, or invitees to the Accommodation; or
 - 7.1.2 damage to any property of the Student or invitees to the Accommodation, and all personal belongings are kept at the College at the Student's own risk. (Students are strongly advised to obtain appropriate insurance in respect of personal belongings while at College; see College website page "[Security](#)" for details); or
 - 7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Student or invitees to the Accommodation in the exercise or purported exercise of the rights granted by Clause 2.
- 7.2 Nothing in Clause 7.1 shall limit or exclude The Queen's College's liability relating to the Accommodation Licence for:
 - 7.2.1 death or personal injury or damage to property caused by negligence or breach of obligations on the part of The Queen's College or its employees or agents; or
 - 7.2.2 any matter in respect of which it would be unlawful for The Queen's College to exclude or restrict liability.

8 Third party rights

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

9 Governing Law

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10 Jurisdiction

Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

11 Addendum for occupants of Venneit Close accommodation

- 11.1 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.
- 11.2 The students in occupation are the Permitted Occupier(s) referred to in the contract the College holds with the Landlord (or agent).
- 11.3 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.
- 11.4 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 3.2, 3.14 and 3.26 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.
- 11.5 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.
- 11.6 Permitted Occupiers must not do anything to or on the property that:
 - 11.6.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them (see also paragraph 3.13 above);
 - 11.6.2 involves using the property for immoral or illegal purposes; or
 - 11.6.3 has the effect of invalidating the insurance that the Landlord has taken out.
- 11.7 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 Property Manager 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; these are provided by the Property Manager. Any bicycle that is not tagged will be removed without further notice and neither the College, Landlord nor the Property Manager shall be responsible for any consequential losses.

- 11.8 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 including VAT to the agent, and these charges in addition to any fines that may be imposed, will be charged to the Permitted Occupier/s (student).
- 11.9 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 3.30 of the main Licence Agreement, above.
- 11.10 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.