

WADHAM COLLEGE – OXFORD
MERIFIELD SITE (Graduate 9 month contract)
<http://www.universitiesuk.ac.uk/acop>

THIS LICENCE AGREEMENT, the College Student Handbook, and the terms and conditions of Endsleigh's insurance cover (www.blockhalls.co.uk) create legally binding obligations between the College and the Student so please read them and make sure you understand and agree to them before you sign. This licence agreement is governed by English law which international students may find quite different to the law which applies in their country. Take advice before signing if there is anything you are unsure about

Student	The recipient of this agreement
College	Wadham College of Parks Road, Oxford OX1 3PN domestic.bursar@wadh.ox.ac.uk
Accommodation	A College room to be allocated to the Student by the College
Accommodation	The fixtures fittings and equipment in the Accommodation as listed separately
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 kitchen, 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
Payment Dates	The Friday of First Week each term. The academic year typically starts on the Sunday the start of the second week in October. See http://www.ox.ac.uk/aboutoxford/dates.shtml for term dates
Rent	shall be the sum of £ in respect of the provision of the Room for the College Terms by the College to the Licensee to be paid in three equal instalments of £ at the start of Michaelmas, Hilary and Trinity terms respectively by Friday of First Week of each term.
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 dining 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 and/or Common Parts (d) providing an electricity supply to the Accommodation (e) disposal of rubbish deposited in proper receptacles (f) cleaning of the Accommodation and the Common Parts
Licence Period	shall be the periods between:
Short Contract:	1st October 20... to 30th June 20...

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, in the College Student Handbook, and the terms and conditions of Endsleigh's insurance personal possessions cover set out at www.blockhalls.co.uk.

1.0 Student's Obligations

- 1.1 To pay the Rent to the College in advance on or before the Payment Dates
 - 1.2 To pay a deposit of £200.00
 - 1.3 To check the Accommodation and Contents and report any problems to the Domestic Bursar, College Steward or Accommodation Manager within 7 days of the start of the Licence Period
 - 1.4 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
 - 1.5 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 to the Accommodation
 - 1.6 To vacate the room by 10.00 on day of departure
 - 1.7 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 5 days prior notice for planned maintenance work and 24 hours prior notice for other purposes where this is practicable
 - 1.8 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
 - 1.9 To comply with The University of Oxford's Regulations and with the College Student Handbook
 - 1.10 To report to the College as directed in the College Student Handbook 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
 - 1.11 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 compound interest at the rate of 0.5% per week whilst payment is overdue)
 - 1.12 Where damage or loss occurs at the College 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. The Student shall not be required to contribute to loss or damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this licence agreement relating to College security
 - 1.13 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation
 - 1.14 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 at risk the health and safety or security of others or the College's or other people's property or the College's block insurance policy with Endsleigh. Any portable appliance must comply with the College's Electrical Regulations. 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
 - 1.15 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and not at any time to leave the Accommodation unoccupied without locking the door (see College Student Handbook)
 - 1.16 To comply with The University of Oxford's environmental policy
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(<http://www.admin.ox.ac.uk/estates/environment/statemento.shtml>) and in particular (a) to take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the College or by others

- 1.17 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
- 1.18 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
- 1.19 Not to bring additional furniture (including items such as fridges and cookers) into the College [without the Domestic Bursar's prior written consent]
- 1.20 Not to use the Accommodation for any other purpose other than as a study bedroom
- 1.21 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed, in guest rooms, on the conditions set out in the College Student Handbook.
- 1.22 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others
- 1.23 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
- 1.24 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 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.
- 1.25 Not to keep any vehicle or vehicle parts in any part of College other than (a) bicycles in the designated cycle store; or (b) 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)
- 1.26 Not to cause any obstruction of the Common Parts
- 1.27 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to report the incident to the Manager or College's Porter's Lodge immediately or as soon as reasonably practicable

1.28 **Smoking Policy**

Smoking is excluded in the following areas (Merifield):

- i all inside areas including individual bedrooms
- ii the area immediately outside the main entrance to Merifield
- iii within two metres of all Merifield buildings

Smoking is excluded in the following areas (College):

- i. All inside areas including all student rooms;
- ii. the front Quad, and the area immediately outside the main entrance to the College; and
- iii. within two metres of all College buildings

1.29 **blu-tac, or any other fixing materials (sellotape, white tac, drawing pins etc. should not be used on any of the walls in student rooms. A notice board is provided for use by students for notices and pictures etc.**

1.30 pets, candles, weapons, electric blankets, fairy lights and corrosive liquids or chemicals are strictly prohibited;

2.0 College's Obligations

- 2.1 To provide the Services, subject to the College Student Handbook 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
 - 2.2 Except in the case of an emergency, for disrepair reported by the Student (or other matter preventing the Accommodation from being used) and for cleaning on designated days to give the Student at least 5 days' notice prior to entering the Accommodation during term-time
 - 2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary
 - 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 make available to the Student for inspection by prior arrangement the College's:
 - (a) Portable Appliance Testing (PAT) policy (contained in the electrical regulations in the College Student Handbook);
 - (b) Fault reporting and emergency procedures for use of the College laundry;
 - (c) The Universities UK Code of Practice for the Management of Student Housing (at <http://www.universitiesuk.ac.uk/acop/>)
 - (d) The University's transport policy: <http://www.tsu.ox.ac.uk>
 - (e) The College's service level statement on reporting and rectification of building defects (contained in the College Student Handbook).
 - 2.6 Before the end of the first week of the licence period the College will provide the Student with information and advice by way of the College Student Handbook and through meetings with Freshers' during their first week of residence:
 - (a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;
 - (b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of College and why cooking in the Accommodation is a safety risk and in breach of this licence agreement; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for mis-use of fire fighting equipment or for tampering with fire precaution equipment.
 - (c) how to get access to the Accommodation in the event of the Student losing their keys;
 - (d) cleaning schedules and students' responsibilities for cleaning (where applicable);
 - (e) the respective roles and responsibilities of the College and its resident students;
 - (f) health, welfare, and guidance on communal living
 - (g) where to get advice on financial difficulties
 - (h) where to get counselling
 - (i) how to register with a local health service
 - (j) the management structure for the College and contact details of the Merifield Manager, College Porters, and main College officers, with out-of-hours emergency contact details
 - (k) any special arrangements made to help with any disability the Student may have disclosed to the College
 - 2.7 To give a receipt for any of the Student's property confiscated under the terms of this licence agreement.
 - 2.8 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
 - 2.9 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order
 - 2.10 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College
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3.0 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 block insurance policy with Endsleigh 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. Although the Student's personal belongings (up to a maximum value of £3,000 in total) are insured under the College's block insurance policy with Endsleigh (see www.blockhalls.co.uk, as before) that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this are given on the Endsleigh web-site.
- 3.4 The College is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 3.5 The College may temporarily suspend use of the Common Parts including communal kitchens if they are not kept in a clean and tidy condition by the students using them.
- 3.6 This licence agreement does not affect the disciplinary powers of the College or of the University of Oxford (see <http://www.admin.ox.ac.uk/statutes/regulations/#disc>).
- 3.7 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. The College is entitled to remove any item left in College by the Student at the end of the Licence Period and shall not be obliged to return it to the Student.
- 3.8 This licence agreement is a student licence under paragraph 8 of Schedule 1 to the Housing Act 1988 (but will operate as a licence where the Accommodation is designated for sharing, and is shared, with another student).
- 3.9 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.
- 3.10 This licence agreement is not intended to confer any benefit to anyone who is not party to it.
- 3.11 This licence agreement and the policies referred to in it (together with the College Student Handbook and the terms and conditions of Endsleigh's insurance cover) 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.

4.0 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 the end of the first week of the tenancy, but the Student will be liable for the Rent until the room is re-let or until the end of the licence period, whichever is earlier.
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- 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
 - (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 Student may only terminate this licence agreement in accordance with this clause, and will remain liable for the Rent until:
- (a) the Student has given notice to the College's Domestic Bursar that s/he wishes to leave; **and**
 - (b) the Student makes payment for, or puts right, to the College's reasonable satisfaction any breach of the Student's obligations in this licence agreement; **and**
 - (c) a replacement student or College member who is reasonably satisfactory to the College as a tenant and who is not already a tenant of the College enters into a licence agreement with the College (the College will assist the Student in finding a replacement, but does not guarantee it will be able to find one); **and**
 - (d) the Student pays a fee (of £25 where the College finds a replacement student or of £25 where the Student finds a replacement student) towards the College's costs of administration and cleaning the Accommodation

Conditions (b) to (d) in this clause shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this licence agreement. For the avoidance of doubt, the College will make vacated rooms available to other students for room transfers, but room swaps will not be treated as replacements and refunds of Rent will only be given where the void in the College caused by the Student's early departure has been filled and there is no loss to the College. The College shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

- 4.4 If this licence agreement is terminated early the College will refund to the Student a fair proportion of pre-paid Rent (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective but if the College terminates under clause 4.2 pre-paid Rent will only be refunded for the period for which the College is able to, and after it has, re-let the Accommodation
- 4.5
- (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] the Student shall pay the College an administration fee of £25
- 4.6 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 Period of Residence remains unexpired

5.0 Shared Room Contracts (Merifield and Lathbury Road – see additional contract details at end)

Where the Accommodation is designated for occupancy by more than one person, this clause 5 applies but not otherwise.

Each occupier will have a separate agreement with the College on substantially the same terms

This agreement takes effect as a licence to occupy and not as a student tenancy.

References to "licence agreement" and "rent" shall be read as references to "licence agreement" and "licence fee".

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 including a proportion of the £25 administration fee

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 room.

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. Clause 4.3 applies to students wishing to leave shared accommodation, but refunds of Rent will only be given to students who have left a shared room when a replacement sharing student begins occupation.

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 tenancy agreements as students in single rooms

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.

The Student is permitted a "cooling off" period of 7 working days. During this period the Licensee is legally entitled to cancel the contract for no other reason than the simple fact that they may have changed their mind.

The "cooling off" period commences the day the Contract is signed by the Licensee and notification has been given to the College.

Merifield additional obligations relating to multiple occupancy

The Licensee will:

- (i) Retain the keys to the Room supplied by the College and will not part with possession of the said keys nor arrange for copies to be passed to third parties.
 - (ii) To undertake cooking only in the designated kitchen area of the flat.
 - (iii) Not use candles or naked flames in the Room or in any of the College premises and observe all fire and safety regulations.
 - (iv) Not to hang any washing from the flat or in the grounds of the development save those areas designates for such use.
 - (vi) Not to place or allow to be placed any flower box pot or other like object outside the flat.
 - (vii) Not to erect or allow to be erected any wireless or television aerial on the exterior of the flat or development.
 - (viii) Not to allow any musical instrument television loudspeaker radio or other noise making instrument of any kind to be played or used not to allow any singing to be practiced in the flat so as to cause annoyance to the tenants or any other flats comprised in the development or so as to be audible outside the flat between the hours of 11.00pm and 7.00am.
 - (ix) Not to hold permit or allow any party or gathering in the flat with more than twenty guests without the consent in writing of the Dean from whom permission is to be sought at least seventy two hours before the event.
 - (x) Not in any event (whether permission for a party or gathering has been given or not) to permit or allow more than twenty persons to be present in the flat at any one time.
 - (xi) To ensure that if your flat is empty for any period greater than a week that the shower is flushed thoroughly before use on your return.
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The College shall provide in or to the Room:

- a. A bed and bedside cabinet.
- b. A wardrobe and Chest or drawers
- c. A desk, desk chair and occasional chair
- d. Curtains
- e. Heat, light, water and other services.

Together with

- (a) The use of the bicycle storage area provided
- (b) the use of the laundry and designated drying areas
- (c) The use of the refuse area
- (d) The use of the entrance and stairs giving access to the flat
- (e) The use of the furniture and effects in the flat
- (f) The use of the quad for quiet recreation subject to such regulations as the College make from time to time

NAME: _____

FLAT : _____

SIGNATURE: _____

DATE: _____
