

# STUDENT LICENCE AGREEMENT ACCOMMODATION SUMMARY



**Licensor:** The Bursar and Principal of St Stephen's House

**Licensee:** licensee name

**Building:** St Stephen's House, 16 Marston Street, Oxford OX41JX

**Room Number:** XXX

**Room Type:**

**Period:** XXX

**Licence Fee:** XXX PW + Compulsory ½ Board Meal Plan

**Deposit:** £XXX

**Licence Fee Payment Dates:** The Licence Fee is payable by cheque, debit card online or standing order quarterly in advance by no later than the 15<sup>th</sup> day of the first month in each quarter.

**Holding Deposit:** \*not applicable

*All sums are inclusive of VAT (where applicable).*

## **Notice to Licensee:**

This document sets out in full the **Terms and Conditions governing this Licence**. Accompanying this document is a one-page form that includes the **Accommodation Summary** as set out above, and a place for you to sign to signify that you have read and understood all the **Terms and Conditions** and are entering into the Licence. By signing this Licence, you are entering various legal obligations to the Licensor. You are strongly advised to read this Licence in its entirety before entering it. Your attention is drawn in particular to the following paragraphs:

- 4 Licensee's obligation to pay licence fee, deposit and outgoings
- 5 Licensee's obligations for repair, maintenance and security
- 6 Restrictions on Licensee's use of the Accommodation and other obligations on the Licensee
- 7 Licensee's responsibility for the Contents
- 8 Termination of the Licence due to Licensee breaches and payment of compensation by the Licensee
- 16 Licensor's right to move the Licensee to suitable alternative accommodation

## **LICENCE TERMS AND CONDITIONS**

### **1 Definitions**

#### **1.1 Parties:**

- |       |          |   |
|-------|----------|---|
| 1.1.1 | Licensor | The Bursar and Principal of St Stephen's House    |
| 1.1.2 | Licensee | The person specified in the Accommodation Summary |

#### **1.2 Accommodation**

The room occupied pursuant to this Licence as identified in the Accommodation Summary or any other room to which the Licensee transfers

# STUDENT LICENCE AGREEMENT ACCOMMODATION SUMMARY



- 1.3 Block The Building and (if applicable) the Flat as identified in the Accommodation Summary or any other building and flat to which the Licensee transfers
- 1.4 Period The period during which the Licensee shall have the right to occupy the Accommodation as specified in the Accommodation Summary
- 1.5 Licence Fee The licence fee payable as specified in the Accommodation Summary
- 1.6 Date of Contract The date which is the later of:  
  
(a) the date the Licensee completes the confirmation procedure; and  
(b) the date the Licensor receives the first payment of the Licence Fee and the Deposit (if relevant)
- 1.7 Deposit If relevant, the sum described in the Accommodation Summary
- 1.8 Holding Deposit The sum (if any) described in the Accommodation Summary paid by the Licensee and received by the Licensor to reserve the Accommodation prior to this Licence becoming binding on the Date of Contract. Any Holding Deposit shall be set against the Licence Fee.
- 1.9 Accommodation Summary The written summary of the key details of the Accommodation as set out in the Handbook.
- 1.10 Fixtures All landlord's fixtures and fittings in the Accommodation or the Block
- 1.11 Contents The belongings listed in the inventory annexed to this agreement.
- 1.12 Handbook The St Stephen's House Handbook and Regulations for Ordinands
- 1.13 Occupation The occupation of the Accommodation by the Licensee. Occupation commences on the date the Licensee first occupies the Accommodation and continues until the end of the Period, subject to the following qualifications:  
  
a) The Licensee may suspend Occupation once during the Christmas Vacation and once during the Easter Vacation upon the giving of at least seven days' notice in writing to the Licensor on each occasion.  
b) The suspension of Occupation will be deemed to have commenced on the later of the date notified to the Licensor and the date the keys to the Accommodation are handed in to the Accommodation Office, and to have resumed on the date the keys are collected from the Accommodation Office on the Licensee's return.  
c) Occupation will also be suspended if the Licensee is required by an instruction from an authorised body to leave Oxford on health grounds.  
d) During any suspension of Occupation the Licensee may leave belongings in the Accommodation without charge.
- 1.14 Payment Terms The Licence fee in respect of the first 62 nights of term-time Occupation is payable termly in advance by no later than the Friday of First Week of Term, together with any Licence Fee due in respect of Occupation prior to the start of that Term.

## **2 Licence to occupy**

2.1 Subject to the Licensee complying with its obligations hereunder, the Licensor permits the Licensee to occupy the Accommodation during the Period.

2.2 The Licensee acknowledges that:

2.2.1 the Licensee shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;

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2.2.2 the Licensor retains control, possession and management of the Accommodation and the Licensee has no right to exclude the Licensor from the Accommodation;

2.2.3 the licence to occupy granted by this Licence is personal to the Licensee and is not assignable and the rights granted may only be exercised by the Licensee.

2.3 The Licensee shall be entitled to use in common with others so entitled such communal areas in the Block as shall be applicable to the type of Accommodation as designated by the Licensor or as specified in the Accommodation Summary.

### **3 Agreement to perform obligations**

3.1 The Licensor and the Licensee agree with each other to perform their respective obligations in this Licence.

3.2 Any obligation on the Licensee not to do an act or thing includes an obligation not to permit or suffer a third party to do such act or thing.

### **4 Licensee's obligations to pay licence fee, deposit and outgoings**

4.1 The Licensee must pay the Licence Fee in full in advance on the Licence Fee Payment Dates specified in the Accommodation Summary.

4.2 The Licensee must pay the Deposit (if relevant) to the Licensor.

4.3 The Licensee shall be responsible for obtaining and paying for any television licence required for any television in the Accommodation.

4.4 Normal residential use of electricity, gas, water and sewerage utility services is included within the Licence Fee. The Licensor reserves the right to recharge the Licensee for non-residential, unreasonable or excessive use of such services.

4.5 The Licensee should be exempt from council tax by virtue of being a student but if the Licensee's occupation does attract council tax payment of council tax will be the Licensee's responsibility.

### **5 Licensee's obligations for repair, maintenance and security**

5.1 The Licensee must:

5.1.1 use the Accommodation and any common areas in the Block in a careful and reasonable manner;

5.1.2 not through the Licensee's own act or neglect or that of any guest of the Licensee allow the Accommodation or the Block to be damaged or to deteriorate;

5.1.3 be responsible for keeping the accommodation in a clean and serviceable condition by regularly using the cleaning products provided by College;

5.1.4 not change the locks to the Accommodation or give the keys to any person other than to the Licensor.

5.2 In addition the Licensee must:

5.2.1 at the end of the Licence take all belongings from the Accommodation and make sure that it is empty and clean and tidy with all rubbish removed. The Licensee must also pay the reasonable cost of repair of any damage caused during the removal;

5.2.2 pay the Licensor's reasonable removal and/or storage charges where the Licensee leaves their belongings in the Accommodation after the end of the Licence.

The Licensor can remove and store the Licensee's belongings left in the Accommodation at the end of the Licence. If the Licensee has told the Licensor in writing of a forwarding address, the Licensor must write to the Licensee at that address telling him of the storage. If the Licensee does not collect the items within

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one month, the Licensor may dispose of them. The Licensee will be liable for the reasonable costs of disposal. The Licensor may take the costs from any sale proceeds or the Deposit and the Licensee must pay any shortfall.

- 5.2.3 return the keys to the Accommodation to the Licensor at the end of the Licence. The Licensee must also pay for any reasonable charges which the Licensor incurs in securing the Accommodation against re-entry where the Licensee does not return the keys;
- 5.2.4 avoid doing anything which damages or obstructs the water pipes, tanks, drains, gutters and other parts of the Block's plumbing and drainage system;
- 5.2.5 place all rubbish in the receptacles provided:
- (i) in the Accommodation; or
  - (ii) in the communal areas of the Block;
- 5.2.6 if absent from the Accommodation lock external doors and windows (where fitted with window locks);
- 5.2.7 pay on demand the Licensor's reasonable and proper costs of making good all damage and breakages to the Accommodation the Block or the Fixtures because of:
- (i) improper or careless use of the Fixtures;
  - (ii) WATERthe negligence or wilful act of the Licensee
  - (iii) the negligence or wilful act of anyone at the Accommodation or the Block with the Licensee's permission, where the Licensee has failed to take reasonable steps to prevent or minimise such damage e.g. by failing to notify the Maintenance Team promptly;
- 5.2.8 this clause 5.2.8 is applicable to the extent the Accommodation is in shared occupation and to the extent any communal areas in the Block are in shared use. Unless there is sufficient evidence to the contrary the expenses referred in clause 5.2.7 above shall be apportioned as if:
- (i) the Licensee caused all damage to the Accommodation; and
  - (ii) all Licensees entitled to use the communal parts of the Block caused any damage to the communal parts of the Block.
- 5.2.9 tell the Licensor at once as soon as the Licensee becomes aware of any defects in or repairs needed to any part of the Accommodation for which the Licensor is responsible;
- 5.2.10 comply within a reasonable time with any notice from the Licensor advising the Licensee of the need to attend to any items of repair or maintenance for which the Licensee is responsible and for the avoidance of doubt the Licensee shall not carry out any items of repair or maintenance other than in accordance with any such notice from the Licensor;
- 5.2.11 keep the inside of the windows clean;

5.3 The Licensee does not have to pay the Licensor's costs for repairing damage to the Accommodation where the Licensor can claim the cost of repairs under any insurance for the Accommodation which the Licensor maintains. However, this exception will not apply if the Licensor cannot obtain the insurance proceeds because of the Licensee's acts or default or those of anyone at the Accommodation with the Licensee's permission. In addition, the Licensee does not have to pay the costs of making good any disrepair caused by fair wear and tear.

## 6 Restrictions on Licensee's use of the Accommodation and other obligations on the Licensee

6.1 The Licensee must not:

## STUDENT LICENCE AGREEMENT ACCOMMODATION SUMMARY



- 6.1.1 interfere with or make any alteration or addition to the appearance, structure, exterior or interior of the Block or the Accommodation, the layout of the Accommodation or to any of the Fixtures;
- 6.1.2 deface the Accommodation or allow anyone else to do so;
- 6.1.3 create a nuisance, disturbance or annoyance to the Licensor, other occupiers of properties in the Block or occupiers of adjoining or neighbouring properties or allow any guest or visitor to do the same. This includes noise;
- 6.1.4 assign, transfer, charge, underlet, declare a trust of, part with possession or share occupation of the Accommodation or any part of it other than allowing guests to stay on a short term basis provided that any guest is registered on arrival at the Porter's Lodge;
- 6.1.5 during the Period leave the Accommodation empty for more than seven consecutive days without notifying the Licensor in writing in advance;
- 6.1.6 smoke in the Accommodation or the Block;
- 6.1.7 glue stick nail screw or otherwise fix anything whatsoever to the Accommodation or the Block (including but not limited to the use of blue tack and white tack) other than on display boards provided for the purpose by the Licensor;
- 6.1.8 Bring to or keep pets or other animals on the Accommodation and the Block. In the occurrence that the Licensee has a disability (as defined in the Equality Act 2010) and requires the assistance of a guide dog or other assistance dog; the Licensor must be notified in writing with accompanying evidence. The licensor will assess and make a final decision.
- 6.1.9 erect any television aerial;
- 6.1.10 carry on any profession trade or business in the Accommodation;
- 6.1.11 play any musical instrument, radio or other sound producing equipment at a level that is audible outside of the Accommodation or play (or allow to be played) any musical instrument outside the period of 13:00 hours to 23:00 hours during weekdays and 09:30 hours to 23:00 hours at weekends;
- 6.1.12 leave any belongings or place any items:
- (i) in the communal areas of the Block;
  - (ii) outside of the confines and windows of the Accommodation;
- 6.1.13 dry any washing in the Accommodation or anywhere in the Block other than in a dryer provided for the purpose by the Licensor
- 6.1.14 do anything or allow anyone to do anything which may cancel or affect:
- (i) the Licensor's insurance policy for the Accommodation and the Contents;
  - (ii) any insurance policy which covers the Block;
- 6.1.15 remove from the Accommodation any of the Fixtures or the Contents;
- 6.1.16 keep any dangerous or inflammable goods or materials in or on the Accommodation apart from those needed for general household use;
- 6.1.17 by the Licensee's actions or omissions breach any planning permission for the Accommodation or any statutory requirements for the Accommodation.

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6.1.18 omit to pass to the Licensor immediately on receipt any notice, order, direction or other matter whatever affecting or likely to affect the Accommodation;

6.1.19 arrange any deliveries to the Accommodation or Block which contain perishable items.

6.2 Further details of what is expected of the Licensee is set out in the Handbook and the Licensee must comply with the provisions of the Handbook. Where there is any conflict between provisions in this Licence and the Handbook, they will be interpreted in the following order of precedence:

6.2.1 this Licence;

6.2.2 the Handbook.

6.3 The Licensee must comply with such regulations or instructions as the Licensor may from time to time issue in order to preserve the Block, its facilities and the quality of life of its residents and to secure civilised behaviour among the residents. The Licensor will discuss any new regulations or instructions with the Licensee or the Licensee's representatives, including the relevant officers of the Common Room of which the Licensee can apply to be a member, before they are introduced and will take reasonable account of the Licensee's views on any proposed changes.

## **7 Licensee's responsibility for the Contents**

7.1 The Licensee must:

7.1.1 take care of the Contents and keep them clean and in good repair and condition;

7.1.2 at the choice of the Licensor, either replace or make good any breakages or damage to the Contents or compensate the Licensor for reasonable damages arising from any breach of this clause.

7.2 The Licensee is not responsible for any damage or breakages to or deterioration in the Contents caused by fair wear and tear.

## **8 Inspection**

8.1 In relation to the Licensee's obligations in this Licence:

8.1.1 the Licensor, contractors or others whom the Licensor authorises may enter the Accommodation every 3 months at all reasonable times on giving not less than one week's notice in writing for the purposes of inspecting the Accommodation to ensure that the Licensee is observing and performing its obligations under this Licence (an "Inspection");

8.1.2 if an Inspection reveals that the Accommodation and Fixtures and Contents are not in the condition as required by this Licence, the Licensee must remedy any deficiencies identified within 24 hours;

8.1.3 a further Inspection will be carried out after 24 hours (without the need for further notice) and if this further Inspection reveals that the Licensee has not remedied any such deficiencies as identified, the Licensor shall arrange for such cleaning and/or other works to be carried out to bring the Accommodation up to the condition required by this Licence;

8.1.4 the Licensee shall vacate the Accommodation whilst such cleaning and works are carried out and completed and shall pay to the Licensor on demand the reasonable and proper cost of such cleaning and works.

8.2 In addition to any Inspection provided for in clause 8.1, the Licensor, contractors or others whom the Licensor authorises may enter the Accommodation at all reasonable times for the purposes of:

8.2.1 inspecting or carrying out works to the Accommodation or adjoining parts of the Block;

8.2.2 cleaning the Accommodation and Block;

8.2.3 accompanying prospective occupiers or tenants wishing to view the Accommodation.

# STUDENT LICENCE AGREEMENT ACCOMMODATION SUMMARY



The Licensor or the other persons referred to above can only enter the Accommodation if they give reasonable notice (at least 24 hours' notice in writing). However, in an emergency they do not have to give any notice.

## **9 Termination of the Licence due to Licensee breaches and payment of compensation by the Licensee**

9.1 The Licence may be terminated immediately by the Licensor at any time by written notice in the event of a serious breach by the Licensee or if the Licensee completes, degrades (suspends) or withdraws from their course or for any other reason ceases to be an enrolled student of The University of Oxford.

9.2 The Licensor may terminate the Licence on the grounds of non-payment of some or all of the Licence Fee by giving no less than 28 days' notice in writing to the Licensee. By exercising its right to terminate the Licence for non-payment of the Licence Fee, the Licensor is not prevented from exercising any other right or remedy available to it.

9.3 Where the Licensee breaches this Licence but the breach is not a serious breach within the terms of clause 8.1 the Licensor may give the Licensee no less than 14 days' notice in writing requiring the Licensee to remedy the breach. If the Licensee does not remedy the breach within the notice period then the Licensor may serve a further notice of no less than 14 days terminating the Licence.

9.4 The Licensee agrees to:

9.4.1 compensate the Licensor for any loss suffered because of the Licensee's breach of any obligation in this Licence;

9.4.2 pay, unless a court orders otherwise, the Licensor's reasonable legal costs and expenses (including Value Added Tax) incurred in enforcing the terms of this Licence.

## **10 The Licensor's obligations to the Licensee**

10.1 The Licensor will maintain and repair the structure of the Building to comply with the obligations as set out in sections 11 to 16 of the Licensor and Licensee Act 1985 (as amended by the Housing Act 1988).

## **11 Notices**

11.1 The Licensor must serve any notice on the Licensee at the Accommodation and the Licensee must serve any notice on the Licensor at:

The Bursar, St Stephen's House Oxford, OX4 1JX and bursar@ssho.ac.uk

or such other address of which the Licensor may inform the Licensee in writing from time to time.

## **12 Licensee's obligation to pay Value Added Tax**

12.1 An obligation to pay money pursuant to the Licence includes an obligation to pay Value Added Tax chargeable in respect of that payment. All sums made payable by this Licence are inclusive of Value Added Tax where applicable.

## **13 Liability where the Licensor or Licensee is more than one person**

13.1 If the Licensor or the Licensee consists of more than one person, the obligations which such persons undertake can be enforced against them all jointly or against each individually. In the case of sharing the Accommodation, each licensee is wholly responsible for all licence fees due: that is, if one or more persons fail to pay their proportion the other occupiers must pay the difference.

## **14 Licensor's delay will not prevent it from exercising its rights**

14.1 The failure or delay of the Licensor to exercise or enforce any right under this Licence shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

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## **15 No third party shall have rights under this Licence**

15.1 The parties do not intend that the terms of this Licence will be enforceable because of the Contracts (Rights of Third Parties) Act 1999.

## **16 English law governs this agreement and English courts have exclusive jurisdiction over it**

16.1 This Licence and any dispute or claim arising out of or in connection with it, its subject matter or formation will be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16.2 This Licence has been entered into on the Date of Contract.

## **17 Licensor's right to move the Licensee to suitable alternative accommodation**

17.1 During the Period the Licensor may move the Licensee to alternative accommodation of an equivalent standard and convenience having where possible given the Licensee at least four weeks' notice in writing in advance.

17.2 The Licensor will only exercise the right at 16.1 in the following circumstances:

17.2.1 the Accommodation needs to be vacated for major repair or redecoration;

17.2.2 the welfare of the Licensee or of occupants of neighbouring accommodation makes it necessary;

17.2.3 the Accommodation is in a block that has been designated for occupancy by non-students during the months of July, August and September;

17.2.4 an unforeseen circumstance has arisen that, in the reasonable opinion of the Licensor, makes it necessary to exercise this right.

In exercising this right the Licensor shall take all reasonable measures to ensure that the inconvenience to the Licensee is kept to a minimum.

## **18 When can the Licensor withhold all or part of the deposit?**

18.1 If the Licensee has paid a Deposit to the Licensor as security for the performance of the Licensee's obligations in this Licence, the Licensor may use the Deposit to compensate himself for the reasonable costs of the Licensee's breach of those obligations. This includes a failure by the Licensee to pay the Licence Fee on time.

18.2 The Licensor is:

18.2.1 entitled to interest earned on the Deposit;

18.2.2 to repay the Deposit to the Licensee no later than 28 days after the end of the Licence subject to:

(i) the Licensor having the right to deduct from the Deposit:

(A) any arrears of the Licence Fee;

(B) any other outgoings which the Licensee ought to have paid for the Accommodation under clause 4 and for which the Licensor as the owner of the Accommodation is liable where the Licensee has failed to pay;

(C) the reasonable damages and costs which the Licensor has or will incur because of the breach by the Licensee of any of their obligations in clauses 5, 5.3, 7 or 8;

(ii) the Licensee having supplied to the Licensor a contact address for the Licensee after leaving the Accommodation.



## STUDENT LICENCE AGREEMENT ACCOMMODATION SUMMARY



### **19 Use of the Licensee's personal data by the Licensor**

- 19.1 The Licensor will need to process the Licensee's personal data for the purposes of complying with its obligations and exercising its rights under this Licence and in accordance with applicable data protection laws. Further information about the Licensor's processing of the Licensee's data, who it may be shared with, the period for which it is stored and the rights that the Licensee has in respect of the Licensee's personal data is available in the Licensor's Privacy Policy <https://www.ssho.ac.uk/policies> The policy does not form part of this Licence.
- 19.2 Such data may comprise for example (1) information provided by the Licensee about any disability the Licensee has for the purposes of reasonable adjustments to the services provided to the Licensee and (2) information about the commission or alleged commission of criminal offences by the Licensee. Further information about the processing of such data and the limited circumstances in which it may be shared is set out in the Licensor's Privacy Policy.

EXAMPLE

STUDENT LICENCE AGREEMENT  
ACCOMMODATION SUMMARY



**Licensor:** The Bursar and Principal of St Stephen's House

**Licensee:** licensee name

**Building:** St Stephen's House, 16 Marston Street, Oxford OX41JX

**Room Number:** XXX

**Room Type:**

**Period:** XXX

**Licence Fee:** XXX PW + Compulsory ½ Board Meal Plan

**Deposit:** £XXX

**Licence Fee Payment Dates:**

**Holding Deposit:**

*All sums are inclusive of VAT (where applicable).*

**Notice to Licensee:**

**This Licence is subject to and incorporates in full the standard Terms and Conditions, a copy of which has been provided to you on or before the date of this Licence. By signing this Licence, you signify that you have read and understood all the Terms and Conditions and are entering into this Licence, which involves various legal obligations to the Licensor, in full knowledge and acceptance of the Terms and Conditions.**

**Signed by the Licensor:**

..... on .....

**on**

**Signed by the Licensee:**

..... on .....

**By signing this document, both parties agree to be bound by the terms of the Licence.**