

VII: The Licence Agreement

The College's LICENCE AGREEMENT, the *Handbook of New College, Oxford*, the terms and conditions of Endsleigh's insurance cover (www.endsleigh.co.uk/reviewcover) and the Accommodation Acceptance Form create legally binding obligations between the College and the Student. You are advised to ensure that you understand and accept its contents. This is particularly important for international students, for the licence agreement is governed by English law which may be quite different to the law which applies in their own country.

All references to the College website refer to www.new.ox.ac.uk

TERMS USED IN THE LICENCE AGREEMENT

Student: The recipient of this agreement.

College: New College of Holywell Street Oxford OX1 3BN.

In this licence agreement "College" includes all buildings belonging to the College for use as student residences and not just the main College building at the above address.

Accommodation: A College room to be allocated to the Student by the College, and/or the fixtures, fittings and equipment in the Accommodation as listed separately.

Accommodation 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 students' acceptance of the terms and conditions of this Licence Agreement.

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 as listed in the inventory.

Common Parts: any shared facilities such as kitchen, bathroom, common or other rooms allocated to the Accommodation and those

The Licence Agreement

parts of the College's property which are necessary for the purpose of gaining access to the Accommodation.

Full Term: means any one of the full terms of the University of Oxford comprising Michaelmas, Hilary and Trinity Terms.

Licence Period:

Undergraduates (24 week licence):

Michaelmas Term starting 2pm on the Monday of 0th Week and ending at 10am on the Saturday of 8th Week.

Hilary Term starting at 2pm on the Tuesday of 0th Week, and ending at 10am on the Saturday of 8th Week.

Trinity Term starting at 2pm on the Tuesday of 0th Week, and ending at 10am on the Saturday of 8th Week.

Undergraduates (39 week licence) starting at 2pm on the 2nd of October and ending at 10am on the 2nd of July.

Graduate Students (39 week licence): starting at 2pm on 1st of October and ending at 10am on the 30th of June.

Graduate Students (48 week licence): starting at 2pm on 1st of October and ending at 10am on the 31st of August.

Payment Dates: The Friday of First Week each term. The academic year typically starts on the Sunday of the second week in October. See the *Handbook* for term dates for the current academic year.

Permitted Use: means use as a study bedroom for occupation by the Student whilst a member of the College; and undertaking full-time course of study.

The Licence Agreement

Rent:

Undergraduates: 24 week catered	£5449.91 per year
Undergraduates: 39 week non-catered	£7390.24 per year
Undergraduates: 39 week catered Bodicote House	£7918.76 per year
Graduates: 39 week non-catered, Weston Buildings	£7417.41 per year
Graduates: 48 week non-catered, Weston Buildings	£9101.95 per year

This sum includes the price of the services, insurance and evening meal (where applicable), payable in 3 instalments in advance on or before the Payment Dates.

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.

The Licence Agreement

The 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 *Handbook* the Accommodation Acceptance Form and the Domestic Arrangements information sheet.

1.0 STUDENT'S OBLIGATIONS

- 1.1 To pay the Rent to the College on, or in advance of, the Payment Dates.
- 1.2 To check the Accommodation and Contents as listed on the Room Inventory sheet and then complete and sign the Room Inventory form, found on Sharepoint within 7 days of the start of the Licence Period.
- 1.3 To sign the Accommodation Acceptance Form on Sharepoint within 7 days of receiving the letter.
- 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/entry cards to the Accommodation.
- 1.6 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 3 days' prior notice for planned maintenance work and 24 hours' prior notice for other purposes.

- 1.7 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.
- 1.8 To comply with the University of Oxford's Regulations and with the *Handbook* previously made available to the Student and available on the College website.
- 1.9 To report to the College as directed in the *Handbook* 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.
- 1.10 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 a compound interest at the rate of 5% above the prevailing UK base interest rate for each day payment of Rent is overdue).
- 1.11 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 their obligations in this licence agreement relating to College security.
- 1.12 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 1.13 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. Any portable appliance must comply with the College's Electrical Regulations available in the *Handbook*. The Student must within

The Licence Agreement

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.

- 1.14 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. Not to leave the College main gate unlocked after hours, or any of the secured entrances at any time.
- 1.15 To comply with the University of Oxford's environmental policy which can be found at <http://www.new.ox.ac.uk/deans-handbook> 'University of Oxford Environmental Sustainability Policy', and the New College 'Environmental Sustainability Policy' which can be found at <https://www.new.ox.ac.uk/sites/default/files/2023-02/Environmental%20Sustainability%20Strategy.docx.pdf> 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.
- 1.16 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.
- 1.17 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.
- 1.18 Not to bring additional furniture (including items such as fridges and cookers) into the College without the Home Bursar's prior written consent.
- 1.19 Not to use the Accommodation for any other purpose other than as a study bedroom.

The Licence Agreement

- 1.20 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's Information and Regulations.
- 1.21 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 1.22 Not to add to or change the telephone or internet 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.
- 1.23 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.
- 1.24 Not to keep any vehicle or vehicle parts in any part of College other than (a) bicycles in the designated cycle bays; 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).
- 1.25 Not to cause any obstruction of the Common Parts.
- 1.26 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Porters' Lodge immediately or as soon as reasonably practicable.

The Licence Agreement

2.0 COLLEGE'S OBLIGATIONS

- 2.1 To provide the Services, subject to the *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 or disrepair reported by the Student (or other matter preventing the Accommodation from being used) to give the Student at least 3 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 *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 <http://www.new.ox.ac.uk/deans-handbook>, 'Universities UK Code of Practice on Student Accommodation';
 - (d) The College's service level statement on reporting and rectification of building defects. This can be found at: <http://www.new.ox.ac.uk/deans-handbook>, 'New College Service Level Agreement'.

- 2.6 To give a receipt for any of the Student's property which is confiscated under the terms of this licence agreement.
- 2.7 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.
- 2.8 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order.
- 2.9 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College.

The Licence Agreement

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 their 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 £10,000 in total) are insured under the College's block insurance policy with Endsleigh (see www.endsleigh.co.uk/reviewcover) 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 website. The New College policy number is HH1127.
- 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 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 New College, Oxford or of the University of Oxford, as found in the *Handbook* and at <http://www.new.ox.ac.uk/deans-handbook>, 'University of Oxford Statutes'.

- 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 (and 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. Notices will be deemed to have been received upon receipt of a recorded delivery document or 'sent' record if via email.
- 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 *Handbook of New College, Oxford*, the terms and conditions of Endsleigh's insurance cover and the Accommodation Acceptance Form) 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 Home Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made.

The Licence Agreement

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 first week of the licence, 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.
- 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; including through voluntary or applied suspension.
 - (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 Home Bursar that they wish 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 £50 where the College or 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 (a) If this licence agreement is terminated early by either the College or the Student the College will refund 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 pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled, and there is no loss to the College.
- (b) If this licence agreement is terminated early the College will refund to the Student a fair proportion of pre-paid Rent 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.

The Licence Agreement

- 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 £50.
- 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

- 5.1 Where the Accommodation is designated for occupancy by more than one person, this clause 5 applies but not otherwise.
- 5.2 Each occupier will have a separate agreement with the College on substantially the same terms.
- 5.3 This agreement takes effect as a licence to occupy. References to "licence agreement" and "rent" shall be read as references to "licence fee".
- 5.4 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 £20 administration fee.

- 5.5 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 Accommodation but in these circumstances the Student will be charged the standard single room rent until such time as double occupancy is resumed.
- 5.6 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. Rent will revert to the rate for a shared room when a second student begins occupation. 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.
- 5.7 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 licence agreements as students in single rooms.
- 5.8 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.