

ST HUGH'S COLLEGE OXFORD

-and-

LICENCE TO OCCUPY 2023-24

St Hugh's College
St Margaret's Road
Oxford
OX2 6LE





ST HUGH'S COLLEGE
UNDERGRADUATE LICENCE TO OCCUPY 2023-2024
ACCOMMODATION ACCEPTANCE FORM

Please see below the Accommodation Acceptance Form of your Licence to Occupy. Please check the details and return the signed document back to the Accommodation Office as soon as possible.

Student's Name:	
Period:	3 terms – (commencing at 2.00pm on Sunday of 0 th week through to 10.00am Saturday of 8 th week each term) Michaelmas 2023 2.00pm Sunday 1 October 2023 to 10.00am Saturday 2 December 2023 Hilary 2024 2.00pm Sunday 7 January 2024 to 10.00am Saturday 9 March 2024 Trinity Term 2024 2.00pm Sunday 14 April 2024 to 10.00am Saturday 15 June 2024
Building/Room:	
Termly Rate:	

Student's signature _____

Date __/__/____

For and on behalf of the College

Accommodation Manager

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

The College's **LICENCE TO OCCUPY**, the Handbook, and the terms and conditions of Endsleigh's insurance cover (www.endsleigh.co.uk/reviewcover) create legally binding obligations between the College and the Student. You are advised to ensure that you understand and accept their contents before signing. This is particularly important for international students, as the Licence is governed by English law which may be different from the law which applies in their own country.

The College complies with the Universities UK (UUK) Accommodation Code of Practice. Further details can be found at: <http://www.universitiesuk.ac.uk/accommodationcodeofpractice>

PARTIES

(1) **"the College"**

The Principal and Fellows of St Hugh's College in the University of Oxford, St Margaret's Road, Oxford OX2 6LE

(2) **"the Student"**

A junior member of the College whose name and address is stated in the Accommodation Acceptance Form

AGREED TERMS

1. Definitions and Interpretation

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

1.1 **"Accommodation"**

means a study bedroom within St Hugh's College specified in the Accommodation Acceptance Form allocated to the Student on or before the date of this Licence or any other bedroom allocated to the Student by the College under the terms of this Licence and in respect of which the Student has been issued a key and pass

1.2 **"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 Student's acceptance of the terms and conditions of this Licence

1.3 **"Building"**

means the building at St Hugh's College within which the Accommodation is situated

1.4 **"Charge"**

means the amount payable by the Student to the College for the Accommodation at the Rate or such other amount as the College in its absolute discretion may from time to time determine on giving not less than one month's written notice

1.5 **"Common Facilities"**

means the kitchens, bathrooms and WCs within the Building intended for the shared use of the Student and other occupiers of the Building

1.6 **"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 College.

1.7 **"Competent Authority"**

means 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 their duly authorised officers.

1.8 **"Contents"**

means the fixtures fittings and equipment in the Accommodation as listed in the Inventory supplied by the Accommodation Office on or before the commencement of the Licence Period

1.9 **"Deposit"**

means the sum of £250 which is subject to the provisions of clause 6

1.10 **"Full Term"**

means any one of the full terms of the University of Oxford comprising Michaelmas Term, Hilary Term and Trinity Term, and full details of the terms can be found at: -

<https://www.ox.ac.uk/about/facts-and-figures/dates-of-term?wssl=1>

1.11 **"Information and Regulations"**

means the information and regulations for junior members of the College from time to time in force and set out in the Handbook and the College Bylaws

1.12 **"Inventory"**

means the list of Contents supplied by the Accommodation Office on or before the commencement of the Licence Period

1.13 **"Licence Period"**

means the period from 2pm on the Start Date as set out in the Accommodation Acceptance Form up to 10am on the End Date as set out in the Accommodation Acceptance Form, excluding any Vacation dates

1.14 **"Necessary Consents"**

means 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.

1.15 **"Payment Date"**

means payment of the Charge in three termly instalments due on the Friday before arrival in 0th week of the Full Term

1.16 **"Permitted Use"**

means residential use for occupation by the Student whilst undertaking a full-time course of study with the College

1.17 **"Rate"**

means the rate applicable to the Accommodation specified in the Accommodation Acceptance Form

1.18 **"Services"**

means the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities

1.19 **"Service Media"**

means all media for the Services and all structures, machinery and equipment ancillary to those media

1.20 **"St Hugh's College"**

means the buildings and grounds comprising St Hugh's College, St Margaret's Road, Oxford OX2 6LE

1.21 **"Handbook"**

means the student handbook as found at <https://www.st-hughs.ox.ac.uk/currentstudents/accommodation/> and any new or amended version that comes in to place during the Licence Period in so far as it is consistent with the terms of this Licence and in the event of any inconsistency between the Handbook and this Licence, the terms of this Licence shall prevail

1.22 **"Vacation"**

means 10am on the Saturday of the 8th week of the Full Term up to 2pm on the Sunday before 0th week of the Full Term and any other period which is not a Licence Period

1.23 Clause headings shall not affect the interpretation of this Licence.

1.24 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.

1.25 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.26 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.

1.27 A reference to writing or written includes email but excludes fax, SMS or communication via messaging app.

1.28 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.29 References to clauses are to the clauses of this Licence.

1.30 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

2.1 In consideration of the Charge and subject to Clause 3 and Clause 4, the College permits the Student to occupy the Accommodation for the Permitted Use for the Licence Period in common with the College and all others authorised by the College (so far as is not inconsistent with the rights given to the Student to use the Accommodation for the Permitted Use) 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 College for such purpose,
 - 2.1.2 the Common Facilities, and
 - 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 College and the Student by this Licence;
 - 2.2.2 the College retains control, possession and management of the Accommodation and the Student has no right to exclude the College, its agents or employees from the Accommodation;
 - 2.2.3 the licence to occupy granted by this agreement is personal to the Student and is not assignable;
 - 2.2.4 the Accommodation (if it includes more than one bedroom) may be shared only with another junior member of the College who has entered into an agreement with the College on the same terms as this Licence and subject to clauses 3.35 to 3.38; and
 - 2.2.5 without prejudice to its rights under Clause 5, the College shall be entitled at any time on giving not less than 3 days' notice to require the Student to transfer to alternative accommodation elsewhere within St Hugh's College and the Student shall comply with such requirement whereupon this Licence shall apply to the new accommodation once all necessary consequential changes have been made.
- 2.3 If the 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 the Student's occupation shall be governed by the terms of this Licence once all necessary consequential changes have been made subject to the payment of the Charge (at the Rate determined on a daily basis) for each day when the Accommodation or equivalent accommodation is occupied by the Student. The rate for occupation of non-equivalent accommodation shall be that notified by the College on acceptance of the Student's application for Vacation residence.

3. Student's obligations

The Student agrees and undertakes:

- 3.1 To pay to the College the Charge without any deduction in advance of or on the Payment Date.
- 3.2 To pay to the College the Deposit in advance of or on the first day of the Licence Period.

- 3.3 Without prejudice to any other remedy of the College if the whole or part of the Charge has not been paid within 14 days of the Payment Date to pay to the College interest on the amount outstanding at the rate of 3% per annum above the base rate of Barclays Bank Plc from time to time in force from the date payment became due until the date of actual payment.
- 3.4 To keep the Accommodation clean, tidy and clear of rubbish.
- 3.5 Not to use the Accommodation other than for the Permitted Use.
- 3.6 Not at any time to leave the Accommodation unoccupied without locking the door and (if the Accommodation is on the basement, ground floor and/or first floor of the Building) not to leave the Accommodation unoccupied without first closing and locking the windows.
- 3.7 Not to make any alteration or addition whatsoever to the Accommodation or the Service Media or the Services.
- 3.8 Not to keep any vehicle or vehicle parts in any part of St Hugh's College other than:
- 3.8.1 bicycles in the designated cycle bays; or
- 3.8.2 mobility assistance vehicles, and not to ride or drive any vehicle in St Hugh's 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).
- 3.9 Not to cause any obstruction of the Common Parts.
- 3.10 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the Porter's Lodge immediately or as soon as reasonably practicable.
- 3.11 Not to bring additional furniture (including upholstered items, fridges, electrical goods, and cookers) into St Hugh's College without complying with the Information and Regulations unless with prior written consent from the Accommodation Office.
- 3.12 Not to use fairy lights or display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Accommodation or elsewhere in the Building or St Hugh's College.
- 3.13 (Subject to Clause 2.2.4) not to share the Accommodation with anyone or purport to sublet or transfer it to any other person.
- 3.14 Not at any time:
- 3.14.1 to part with possession or control of the keys to the Accommodation and the College passes; and
- 3.14.2 forthwith to report any loss to the Porter's Lodge;
- and to pay the reasonable costs incurred in providing a replacement for each replacement key and/or card (no more than £25.50 per key/card).

- 3.15 Not to exchange the Accommodation with an occupier of other accommodation within St Hugh's College without the Accommodation Manager's written consent, such consent not to be unreasonably withheld and provided new Accommodation Acceptance Forms are signed by both of the exchanging parties.
- 3.16 Not to bring into St Hugh's College any animal unless it is a registered assistance animal for a person with a disability. Students are requested to notify the College in advance if an assistance animal is needed at St Hugh's 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.
- 3.17 Not to smoke anywhere within St Hugh's College (including the Accommodation) except in areas designated as shown on the map in the Handbook and not to keep or permit to be kept or to take drugs other than for presented medicinal purposes.
- 3.18 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 occupiers of St Hugh's College or any owner or occupier of neighbouring property.
- 3.19 To report to the Accommodation Office any discrepancy between the Contents in the Accommodation and the Inventory within seven days from the first day of each Full Term.
- 3.20 Not to cause or permit to be caused any damage to:
- 3.20.1 the Accommodation, the Building or St Hugh's College (including their decorative finishes); or
 - 3.20.2 the Contents;
- and not to repair (or procure the repair of) any such damage but immediately report to the Maintenance Office 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.
- 3.21 Not to cause or permit anything harmful or which is likely to cause blockage in any of the drainage or water pipes within the Building.
- 3.22 Not to obstruct the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish on them.
- 3.23 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 College in respect of the Accommodation and St Hugh's College from time to time.
- 3.24 To comply with all laws and with any recommendations of the relevant suppliers relating to the Services and the Service Media to or from the Accommodation.

- 3.25 Not to light or permit any naked flame, including candles or tea-lights, in any part of the College, other than the use of cigarette lighters in the designated smoking areas .
- 3.26 Without prejudice to Clause 2.2.2 to permit the College at all times to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair, and for routine cleaning and in cases of emergency.
- 3.27 At the end of each Full Term :
- 3.27.1 to leave the Accommodation in a clean and tidy condition;
 - 3.27.2 to remove the Student's furniture, equipment and goods from the Accommodation;
and
 - 3.27.3 return to the Porters Lodge the keys to the Accommodation and all passes and entry cards.
- 3.28 To indemnify the College and keep the College indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- 3.28.1 any breach of the Student's undertakings contained in this Clause 3; and/or
 - 3.28.2 the exercise of any rights given in Clause 2.
- 3.29 Without prejudice to Clause 3.27, if the Student shall remain in occupation of the Accommodation without the Accommodation Office having agreed Vacation residence pursuant to Clause 2.3 the Student shall pay to the College for each day of occupation a daily charge of the standard charge for letting the Accommodation commercially and shall otherwise occupy the Accommodation on the same terms as this Licence.
- 3.30 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 (a 'collective damage charge') 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 relating to College security. If the Student can demonstrate that they were not in St Hugh's College at the time the damage occurred (for example by showing travel tickets) they can appeal under the College's Student Complaints procedure. Collective damage charges may be invoiced to students, or deducted from deposits.

Other Obligations

- 3.31 The Student is responsible for the conduct of any invited visitor(s). Permission to bring visitors into the College is subject to the conditions laid out in the Handbook, and may from time to time be suspended or curtailed where the College in its reasonable opinion judges it necessary to do so.

- 3.32 The Student hereby authorises the College to use their personal data for all lawful purposes in connection with this Licence (including debt recovery, crime prevention, allocating rooms) or where there is a serious risk of harm to the Student or to others or to the College or the College's Property and all matters arising from the Student's membership of the College and The University of Oxford.
- 3.33 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. 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 £5,000 in total) are insured under the College's block insurance policy with Endsleigh (www.endsleigh.co.uk), 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 or students are advised to insure their personal property against theft.
- 3.34 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.

Shared Room Contracts

- 3.35 Where the Accommodation is designated for occupancy by more than one person, clauses 3.36-3.38 apply but not otherwise.
- 3.36 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.
- 3.37 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 licences as students in single rooms.
- 3.38 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.

4. College's Obligations

During the Licence Period the College undertakes with the Student:

- 4.1 To keep the Building including the Accommodation in reasonable repair.

- 4.2 To provide the Services to the Accommodation and to the Common Facilities.
- 4.3 To clean the Accommodation and the Common Parts as detailed in the Handbook.
- 4.4 To dispose of rubbish deposited only in receptacles provided for that purpose.
- 4.5 Except in the case of an emergency, for disrepair reported by the Student (or other matters preventing the Accommodation from being used) and for cleaning on designated days to give not less than 7 days' prior notice to the Student for planned maintenance work and 24 hours prior notice for other purposes.
- 4.6 To insure the Building (including the Accommodation) fully comprehensively.
- 4.7 To make available to the Student for inspection by prior arrangement the College's:
- (a) Appropriate risk assessments e.g. fire;
 - (b) Portable Appliance Testing (PAT) policy or appropriate policy;
 - (c) Fault reporting and emergency procedures for use of the College Laundry facilities;
 - (d) The Universities UK Code of Practice for the Management of Student Housing; and
 - (e) The terms and conditions of Endsleigh's insurance cover; and
 - (f) Premises' Licences.
- 4.8 Before the end of second week of the Licence Period the College will provide the student with information and advice on:
- (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; 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 misuse of fire precautions equipment;
 - (c) how to get access to the Accommodation in the event of the Student losing their keys;
 - (d) students' responsibilities for keeping their rooms clean and tidy;
 - (e) where to get advice on financial difficulties;
 - (f) where to get counselling;
 - (g) how to register with a local health service;

- (h) the management structure of the College and contact details of the Porters, and main College officers, with out of hours emergency contact details; and
- (i) special arrangements made to help with any disability the Student may have disclosed to the College.

5. Termination

5.1 This Agreement shall end on the earliest of:

5.1.1 the last day of the Licence Period; or

5.1.2 the Student

(a) being suspended by or being barred from the College pursuant to the College's bylaws or statutes; or

(b) ceasing to be undergoing a full-time course of education with the College;

5.1.3 the expiry of notice given by the College to the Student at any time

(a) on breach of any of the Student's obligations contained in Clause 0; or

(b) if in the reasonable opinion of the College the health or the conduct of the Student constitutes a serious risk to the Student or others or to the College or others' property.

5.2 The Student may terminate this Agreement:-

5.2.1 on giving notice to the Accommodation Office if the College exercises its right under Clause 2.2.5 to require the Student to move to alternative accommodation unless the Student moves to such alternative accommodation; or

5.2.2 on the expiry of not less than 5 working days' notice to the Accommodation Office provided that on expiry of such notice:-

(a) there are no arrears of the Charge;

(b) no person is in occupation of the Accommodation unless with the consent of the Accommodation Office;

(c) the Student is not in breach of any of their obligations under this Licence; and

(d) a replacement occupier satisfactory to the College who is not occupying other accommodation at the College has entered into an agreement to take the Accommodation on the terms of this Licence having made all necessary consequential changes.

5.3 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.

5.4 Unless the Student has made arrangements with the College for late arrival this Licence will automatically terminate if the Student has not taken up residence by the end of first week of the Licence Period, but the Student will be liable for the Charge until the room is re-let or until the end of the Licence Period, whichever is earlier.

6. Deposit

6.1 The Student will pay the Deposit to the College before the start of the Licence Period.

6.2 At the end of the Licence Period, the College shall be entitled to retain from the Deposit (but without prejudice to any other right or remedy) such proportion of the Deposit as may reasonably be necessary to:

6.2.1 make good any damage to the Accommodation or the Contents (except for fair wear and tear);

6.2.2 replace any of the Contents which may be missing from the Accommodation;

6.2.3 pay any part of the Charge which remains unpaid;

6.2.4 pay for the Accommodation and the Contents to be cleaned if the Student is in breach of their obligations under Clauses 3.7, 3.17 and 3.20; and

6.2.5 pay for the removal of any of the Student's personal possessions from the Accommodation once the Licence has ended. If the Student's personal possessions are left at the Accommodation after the Licence has ended, the College has the right to dispose of the possessions and should the possessions have value and be sold, the Student agrees to the College retaining the proceeds of sale for the College's use.

6.3 Within 28 days from the end of the Licence Period, the College shall give notice to the Student of the balance of the Deposit.

6.4 Subject to clause 6.2, the College shall re-pay the Deposit to the Student within 56 working days of the end of the Licence Period either by direct transfer to a UK or international bank whose details have previously been provided to the College by the Student in writing.

7. Notices

7.1 Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or by other next working day delivery service to the relevant party as follows:

7.1.1 to the College marked for the attention of the Accommodation Manager; or

7.1.2 to the Student at the Accommodation or at the Student's address (if any) given in the Accommodation Acceptance Form;

or as otherwise specified by the relevant party by notice in writing to other party.

- 7.2 Any notice or other communication given in accordance with Clause 7.1 will be deemed to have been received:
- 7.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address;
 - 7.2.2 if sent by email to the last known email address of the Student or of the Accommodation Manager of the College (as the case may be) at the time of receipt; or
 - 7.2.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Limitation of College's liability

- 8.1 Subject to Clause 8.2, the College is not liable for:
- 8.1.1 the death of, or injury to the Student, or invitees to the Accommodation; or
 - 8.1.2 damage to any property of the Student or invitees to the Accommodation; or
 - 8.1.3 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 0.
- 8.2 Nothing in Clause 8.1 shall limit or exclude the College's liability for:
- 8.2.1 death or personal injury or damage to property caused by negligence on the part of the College or its employees or agents; or
 - 8.2.2 any matter in respect of which it would be unlawful for the College to exclude or restrict liability.

9. 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.

10. 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.

11. 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).

This Licence has been entered into on the date stated in the Accommodation Acceptance Form.

SIGNED by

Accommodation Manager

For and on behalf of the College