

ST HUGH'S COLLEGE OXFORD

-and-

THE STUDENT

**LICENCE TO OCCUPY STUDENT ACCOMMODATION**

**2025-26**

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



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

## **PARTIES**

(1) "the College"	THE PRINCIPAL AND FELLOWS OF ST HUGH'S COLLEGE IN THE UNIVERSITY OF OXFORD, of St Margaret's Road, Oxford OX2 6LE
(2) "the Student"	A member of the College or of any other college within the University of Oxford whose name and (if any) address and status 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 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 on 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 within which the Accommodation is situated
1.4 "Code of Practice"	means the Code of Practice for the Management of Student Housing ( <a href="https://www.universitiesuk.ac/topics/students/student-support/accommodation-code-">https://www.universitiesuk.ac/topics/students/student-support/accommodation-code-</a>

		<u>practice)</u> published from time to time by Universities UK and under which St Hugh's is an accredited institution
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 them or any of their duly authorised officers.
1.8	"Contents"	means the fixtures fittings and equipment in the Accommodation as listed in the Inventory
1.9	"Deposit"	means the sum of stated in the Accommodation Acceptance Form which is subject to the provisions of Clause 7
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: <a href="https://www.ox.ac.uk/about/facts-and-figures/dates-of-term?wssl=1">https://www.ox.ac.uk/about/facts-and-figures/dates-of-term?wssl=1</a>
1.11	"Information and Regulations"	means the information and regulations for junior members and for middle members of the College from time to time in force and set out in the College's Handbook and Bylaws both of which have been provided for or made available to the Student on or before

	the commencement of this Licence and may be found at <a href="https://www.st-hughs.ox.ac.uk/current-students/accommodation/">https://www.st-hughs.ox.ac.uk/current-students/accommodation/</a> . (Handbook and <a href="https://www.st-hughs.ox.ac.uk/wp-content/uploads/2023/10/College-Bylaws-January-2023.pdf">https://www.st-hughs.ox.ac.uk/wp-content/uploads/2023/10/College-Bylaws-January-2023.pdf</a> (bylaws)
1.12 "Inventory"	means the list of Contents supplied by the College on or before the commencement of the Licence Period
1.13 "Licence Fee"	means the amount payable for the Accommodation during the Licence Period at the rate for a Termly Licence or a Single Period Licence (as the case may be) specified in the Accommodation Acceptance Form
1.14 "Licence Period"	means the period or periods set out in the Accommodation Acceptance Form for a Single Period Licence or Termly Licence or if sooner until the date on which this Licence is determined in accordance with Clause 6
1.15 "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.
1.16 "Payment Dates"	means the dates for the payment of the Licence Fee specified in the Accommodation Acceptance Form
1.17 "Permitted Use"	means residential use for occupation by the Student whilst undertaking a full-time course of study with the College
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 "	means the buildings and grounds comprising St Hugh's College, St Margaret's Road, Oxford OX2 6LE
1.21 "Vacation"	means in relation to a Termly Licence (as defined in the Accommodation Acceptance Form) any period which is not a Licence Period. .
1.22	Clause headings shall not affect the interpretation of this Licence.
1.23	In case of any inconsistency or conflict between the terms and conditions of this Licence Agreement and
1.23.1	the Accommodation Acceptance Form, the Accommodation Acceptance Form shall prevail.
1.23.2	the Information and Regulations the terms of this Licence shall prevail
1.24	Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
1.25	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
1.26	A reference to laws in general is a reference to all local, national and directly applicable supranational 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 Licence Fee and subject to Clause 4 and Clause 5, 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 without prejudice to its rights under Clause 6, 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 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 Licence Fee (at a daily rate ) for each day when the Accommodation or equivalent accommodation is occupied by the Student. The rate for occupation of non-equivalent occupation shall be that notified by the College on acceptance of the Student's application for Vacation residence.

## **3. Shared accommodation**

- 3.1 This Clause 3 only applies where the Accommodation is designated for occupancy by more than one person.
- 3.2 The Accommodation may be shared only with another member of the College who has entered into an agreement with the College on the same terms as this Licence including without limitation this Clause 3
- 3.3 The College shall have sole discretion in determining with whom the Student shares the Accommodation
- 3.4 If the Student is or 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 at the standard single room rate until such time as double occupancy is resumed.
- 3.5 The College shall not be obliged to relocate either occupier in the event that sharing occupiers do not get on with each other, but will treat transfer requests sympathetically in such circumstances. Occupiers in shared rooms have the same rights to terminate their licences as occupiers of single rooms.
- 3.6 Occupiers of shared rooms must show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the sharing occupiers are equal and neither has precedence or preference over the other

#### **4. Student's obligations**

The Student agrees and undertakes:

- 4.1 To pay to the College the Licence Fee without any deduction in advance of or on each of the Payment Dates whether or not formally demanded except that in the case of a Single Period Licence
  - 4.1.1 the Student must pay the first instalment of the Licence Fee on the first day of the month next following the first day of the Licence Period together with the Licence Fee for that month;
  - 4.1.2 that first instalment of the Licence Fee shall be the proportion of the Licence Fee for one month calculated on a daily basis for the period from and including the first day of the Licence Period to and including last day of the then current month;
  - 4.1.3 the last instalment of the Licence Fee shall be the proportion of the Licence Fee for the last month of the Licence Period calculated on a daily basis for the period from and including the first day of the last month until the end of the Licence Period.
- 4.2 To pay to the College the Deposit in advance of or on the first of the Payment Dates.

- 4.3 Without prejudice to any other remedy of the College if the whole or part of the Licence Fee 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.
- 4.4 to keep the Accommodation clean, tidy and clear of rubbish.
- 4.5 not to use the Accommodation other than for the Permitted Use.
- 4.6 not at any time to leave the Accommodation unoccupied without locking the door and (if the Accommodation is in the basement, ground floor and/or first floor of the Building) not to leave the Accommodation unoccupied without first closing and locking the windows.
- 4.7 not to make any alteration or addition whatsoever to the Accommodation or the Service Media or the Services.
- 4.8 [Not to keep any motor vehicle within the City of Oxford]
- 4.9 not to keep any vehicle or vehicle parts in any part of St Hugh's other than:
  - 4.9.1 bicycles, scooters or e-bicycles or e-scooters in the designated cycle bays; or
  - 4.9.2 mobility assistance vehicles, and not to ride or drive any vehicle in St Hugh's unless
    - (a) it is a mobility assistance vehicle.
    - (b) the College has given its approval in advance
    - (c) the College has made such reasonable adjustments to accommodate it as may be necessary
- 4.10 not to remove any furniture or equipment from the Accommodation nor bring additional furniture or equipment (including upholstered items, fridges, electrical heaters or other electrical goods, and cookers) into St Hugh's without complying with the Information and Regulations .
- 4.11 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 .
- 4.12 not to cook in the Accommodation nor bring into the Accommodation any cooking equipment
- 4.13 not to tamper with any window restrictions within the Building
- 4.14 (Subject to Clause 3) not to share the Accommodation with anyone or purport to sublet or transfer it to any other person.
- 4.15 not at any time:
  - 4.15.1 to part with possession or control of the keys to the Accommodation and the College passes; and
  - 4.15.2 forthwith to report any loss to the Porter at St Hugh's Lodge;

and to pay the reasonable costs incurred in providing a replacement for each replacement key and/or passcard

- 4.16 not to exchange the Accommodation with an occupier of other accommodation within St Hugh's without the College's written consent, such consent not to be unreasonably withheld and provided new Accommodation Acceptance Forms are signed by both of the exchanging parties.
- 4.17 not to bring into St Hugh's any animal unless
  - 4.17.1 it is a registered assistance animal for a person with a disability.
  - 4.17.2 the College has given its approval in advance if it is satisfied that an assistance animal is needed by the Student at St Hugh's
  - 4.17.3 the College has made adjustments may be necessary to accommodate the animal at St Hugh's
  - 4.17.4 the Student accepts full responsibility for the proper care and control of the approved animal and any damage or nuisance which it causes.
- 4.18 not to smoke or vape anywhere within St Hugh's (including the Accommodation) except in areas designated from time to time by the College and not to keep or permit to be kept or to take drugs other than for presented medicinal purposes.
- 4.19 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 or any owner or occupier of neighbouring property.
- 4.20 to report to the College any discrepancy between the Contents in the Accommodation and the Inventory within seven days after becoming aware of it.
- 4.21 not to cause or permit to be caused any damage to:
  - 4.21.1 the Accommodation, the Building or St Hugh's (including their decorative finishes); or
  - 4.21.2 the Contents;and not to repair (or procure the repair of) any such damage but immediately report to the College any damage or want of repair or any failure in the provision of any of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 4.22 to indemnify the College on demand against the cost of making good any damage or destruction caused or permitted by the Student in breach of Clause 4.21
- 4.23 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.
- 4.24 not to obstruct the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish on them.

- 4.25 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 from time to time.
- 4.26 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.
- 4.27 to observe and perform the Information and Regulations and any variation thereof from time to time notified to the Student and for the avoidance of doubt this clause shall apply whether or not the Student is a member of St Hugh's.
- 4.28 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.
- 4.29 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.
- 4.30 to maintain a reasonably safe environment within the Accommodation for the employees of St Hugh's who may have to enter the Accommodation for any purpose.
- 4.31 not to cause or permit by any act or omission a breach of any of the obligations of the College under the Code of Practice.
- 4.32 (in the case of holders of a Termly Licence) at the end of each Full Term or (in the case of holders of a Single Period Licence) at the end of the Licence Period:
  - 4.32.1 to leave the Accommodation in a clean and tidy condition;
  - 4.32.2 to remove the Student's furniture, equipment and goods from the Accommodation; and
  - 4.32.3 return the keys to the Accommodation and all passes and entry cards to the College.
- 4.33 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:
  - 4.33.1 any breach of the Student's undertakings contained in Clause 4; and/or
  - 4.33.2 the exercise of any rights given in Clause 2.
- 4.34 without prejudice to Clause 4.33, if the Student who is a junior member shall remain in occupation of the Accommodation without the College 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.

## **5. College's Obligations**

During the Licence Period the College undertakes with the Student:

- 5.1 To comply with the Code of Practice subject to the Student observing and performing its obligations under Clause 4.31
- 5.2 To keep the Building including the Accommodation in reasonable repair.
- 5.3 To provide the Services to the Accommodation and to the Common Facilities.
- 5.4 To clean the Accommodation and the Common Parts as detailed in the Handbook.
- 5.5 To dispose of rubbish deposited only in receptacles provided for that purpose.
- 5.6 To give not less than 7 days' prior notice to the Student before undertaking planned maintenance work affecting the Accommodation and 24 hours prior notice for other purposes other than for the purposes set out in Clause 4.29 (when no notice shall be required).
- 5.7 To insure the Building (including the Accommodation) fully comprehensively.

## **6. Termination**

- 6.1 This Agreement shall end on the earliest of:
  - 6.1.1 the last day of the Licence Period; or
  - 6.1.2 a day on which the Student
    - (a) has been suspended by the College or barred from St Hugh's pursuant to the College's bylaws or statutes; or
    - (b) has ceased to be a member of the College and/or ceased to be undergoing a full-time course of education with the College;
  - 6.1.3 the expiry of notice given by the College to the Student at any time
    - (a) after a material breach of any of the Student's obligations contained in Clause 4; 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.
- 6.2 This Agreement shall also end if the Student is not in occupation of the Accommodation during the Licence Period and has not resumed occupation before the expiry of at least one week's notice given by the College to the Student or if sooner by the end of the relevant Full Term provided that the termination of this Agreement shall be suspended if on expiry of such notice a replacement occupier satisfactory to the College has not entered into an agreement to take the Accommodation until a replacement occupier's occupation of the Accommodation commences.
- 6.3 During a period when the Agreement is suspended under Clause 6.2 all the terms of this Agreement shall remain in full force and effect mutatis mutandis save that the Student shall not

be permitted to occupy the Accommodation unless the College agrees at the Student's request to withdraw the notice.

6.4 The Student may terminate this Agreement: -

- 6.4.1 on giving notice to the College if the College exercises its right under Clause 2.2.4 to require the Student to move to alternative accommodation unless the Student moves to such alternative accommodation; or
- 6.4.2 on the expiry of not less than 5 working days' notice to the College provided that on expiry of such notice:-
  - (a) there are no arrears of the Licence Fee;
  - (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.

6.5 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.

**7. Deposit**

- 7.1 The Student will pay the Deposit to the College before the start of the Licence Period.
- 7.2 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:
  - 7.2.1 make good any damage to the Accommodation or the Contents (except for fair wear and tear);
  - 7.2.2 replace any of the Contents which may be missing from the Accommodation;
  - 7.2.3 pay any part of the Licence Fee which remains unpaid;
  - 7.2.4 pay for the Accommodation and the Contents to be cleaned if the Student is in breach of their obligations under Clauses 4.4 4.11 4.12 4.17 4.18 4.21 4.23 and 4.32; and
  - 7.2.5 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.

- 7.3 Within 28 days from the end of the Licence Period, the College shall give notice to the Student of the balance of the Deposit.
- 7.4 Subject to Clause 7.2, 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.

## **8. Notices**

- 8.1 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:
  - 8.1.1 to the College marked for the attention of the Accommodation Manager; or
  - 8.1.2 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.
- 8.2 Any notice or other communication given in accordance with Clause 8.1 will be deemed to have been received:
  - 8.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address;
  - 8.2.2 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
  - 8.2.3 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.
- 8.3 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.

## **9. Limitation of College's liability**

- 9.1 Subject to Clause 9.2, the College is not liable for:
  - 9.1.1 the death of, or injury to the Student, or invitees to the Accommodation; or
  - 9.1.2 damage to any property of the Student or invitees to the Accommodation; or
  - 9.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Student or invitees to the Accommodation in the exercise or purported exercise of the rights granted by Clause 2.

9.2 Nothing in Clause 9.1 shall limit or exclude the College's liability for:

- 9.2.1 death or personal injury or damage to property caused by negligence on the part of the College or its employees or agents; or
- 9.2.2 any matter in respect of which it would be unlawful for the College to exclude or restrict liability.

**10. 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.

**11. 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.

**12. 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