

**LICENCE FOR A JUNIOR MEMBER WHO IS A MEMBER OF JESUS COLLEGE TO OCCUPY JESUS COLLEGE MAIN SITE, SHIP STREET CENTRE AND SHIP STREET ACCOMMODATION**

**Student**                                    xxx

**You have been granted a Licence to occupy: House n. Room n.**

subject to your abiding by the following conditions:

THIS AGREEMENT together with the information contained in the by-laws and Graduate and Undergraduate Handbooks of Jesus College, Oxford and the Annexes A and B to this agreement create legally binding obligations between the College and the Student so please read them and make sure you understand and agree to them before you sign. This Licence is governed by English law which international students may find quite different to the law which applies in their country of origin. Take advice before signing.

**College**                                    Jesus College of Turl Street, Oxford, OX1 3DW

**Accommodation**                    A College Room to be allocated to you by the College.

**Common Parts**                    Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the College's property which are necessary for the purpose of gaining access to the Accommodation

**Duration**                              This Licence gives you the right to occupy the Accommodation during the Licence Periods of the 2016/17 academic year only. The Licence Periods are

- **from 14.00pm on 22 September 2017 to 10.00am on the Saturday of 8<sup>th</sup> week (02 December 2017)**
- **from 14.00pm on the Monday of 0<sup>th</sup> week (08 January 2018) to 10.00am the Saturday of 8<sup>th</sup> week (10 March 2018) of Hilary Term**
- **from 14.00pm on the Monday of 0<sup>th</sup> week (16 April 2018) to 10.00am the Saturday of 8<sup>th</sup> week (16 June 2018) of Trinity Term**

If you wish to occupy the Accommodation outside of these Periods this **must** be agreed, in advance, with the Accommodation Office. This may involve moving to a temporary room and is subject to availability.

**Rent** The rates given on Annex A attached to this Licence. The full Rent is payable for the whole of the Duration of the Licence regardless of occupation. Additional nights Accommodation outside of this Licence periods agreed in advance by the deadlines set by the College will be charged at the standard nightly rate shown in Annex A of this agreement. Additional nights Accommodation not agreed in advance will be charged at the rate shown in Annex A of this agreement and an additional administration fee of £60 will also be charged.

**Payment Dates** As stated on Annex A to this document.

**Room Contents** The fixtures fittings and equipment in the Accommodation as listed on the inventory to be supplied to the Student at the start of the licence agreement.

**Rights**

- a) to occupy the Accommodation during the Licence Periods
- 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 Accommodation and/or Common Parts
- b) lighting and heating of the Accommodation and/or Common Parts
- c) providing hot and cold running water to the Accommodation and/or Common Parts
- d) providing an electricity supply to the Accommodation and/or Common Parts
- e) insurance of the fabric of Accommodation and/or Common Parts
- f) disposal of rubbish deposited in proper receptacles
- g) cleaning of the Accommodation and the Common Parts

For the purposes of Section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is Jesus College, Oxford, OX1 3DW.

## **ANNEXE B**

### **1.0 Student's Obligations**

- 1.1 To pay the Rent to the College in advance on or before the Payment Dates outlined in Schedule A to this document..
- 1.2 To check the inventory and report any discrepancies, damage or omissions to the College's Accommodation Office within 7 days of the start of the Licence Periods failing, which the contents will be deemed to have been agreed as being in good condition
- 1.3 To check the condition of the room and the internal fixtures, fittings and furniture at the start of the Licence Periods or on taking up residence (whichever is the sooner) and to report any defects to the College's Accommodation Officer within 7 days of the start of the Licence Periods or on taking up residence (whichever is the sooner).
- 1.4 To keep the Accommodation in a clean and tidy condition and not to damage it. Where damage is caused, intentionally or otherwise, to the Accommodation, its fixtures, fittings or contents (including from the use of blu-tack, white-tack, sellotape or similar products on the walls) the College will charge the Student the cost of repair or if necessary, replacement. The Student shall not be required to contribute to loss or damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this Licence agreement relating to College security.
- 1.5 To keep (jointly with other students) the Common Parts in a clean and tidy condition and not to damage them. Where damage is caused, intentionally or otherwise, to the Common Parts, their fixtures, fittings or contents (including from the use of blu-tack, white-tack, sellotape or similar products on the walls) the College will charge the cost of repair or if necessary, replacement to the Students having access to those College Contents or Common Parts.
- 1.6 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 including a £60 administration fee per student.
- 1.7 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.
- 1.8 Not to repaint, redecorate or otherwise alter the state of the room.

- I.9 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.
- I.10 To ensure that any portable appliances comply with the College's Electrical Regulations available on ([http://home.jesus.ox.ac.uk/offices/accommodation/earf\\_college](http://home.jesus.ox.ac.uk/offices/accommodation/earf_college)) before being used in the College. The Student must, within 3 days of request, either provide a safety certificate for or remove from the Accommodation any appliance which, in the College's reasonable opinion, is unsafe; otherwise the College may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Licence Periods.
- I.11 Not to add to or change the telephone services to the Accommodation without the College's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.
- I.12 Not to introduce furniture, carpets or curtains without the College's permission.
- I.13 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 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.
- I.14 Not to bring into the College or keep on College premises 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.
- I.15 To comply with the College's environmental policy and in particular (a) to take reasonable steps to avoid wasting fuel (eg 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
- I.16 Not to put anything that is harmful or likely to cause a blockage in any pipes or drains

- I.17 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. Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Lodge immediately or as soon as reasonably practicable.
- I.18 Not to use the Accommodation for any purpose other than as a study bedroom.
- I.19 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are not allowed in student rooms but may be accommodated in College guest rooms on the conditions set out in the College's Information and Regulations.
- I.20 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- I.21 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 vehicle,s 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).
- I.22 At the end of the Licence Periods to leave the Accommodation in a clean and tidy condition, clear of all rubbish and personal belongings and to return keys/passes/entry cards to the College Lodge. If at the end of the Licence the room needs cleaning beyond what is normal the College will charge the cost of such cleaning, whether by College staff or by independent contractors, along with an administration charge, to the Student.
- I.23 To send promptly to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- I.24 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.
- I.25 To comply with The University of Oxford's Regulations and with the College Regulations contained in the College By-Laws and the Graduate and/or Undergraduate Handbook.
- I.26 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.

### **College's Obligations**

- I.1 To provide the Services, subject to the College's Information and Regulations, 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
- 1.2 Except in the case of an emergency, for disrepair reported by the Student (or other matter preventing the Accommodation from being used) and for cleaning on designated days, to give the Student reasonable notice prior to entering the Accommodation during term-time
  - 1.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
  - 1.4 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
  - 1.5 To make available to the Student for inspection by prior arrangement the College's:
    - (a) Risk register for critical risks such as fire, outbreak of disease, or major disrepair and the College's procedures for dealing with such risks;
    - (b) Portable Appliance Testing (PAT) policy;
    - (c) Log of visits to the unoccupied study bedroom by College staff and contractors during term-time, giving the reason for access;
    - (d) Fault reporting and emergency procedures for use of the College laundry;
    - (e) The Universities UK Code of Practice for the Management of Student Housing
    - (f) The College's service level statement on reporting and rectification of building defects
  - 1.6 Before the end of the first week of the Licence periods 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 agreement; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for misuse of fire precautions equipment;
    - (c) how to get access to the Accommodation in the event of the Student losing their keys;
    - (d) cleaning schedules and students' responsibilities for cleaning (where applicable);
    - (e) the respective roles and responsibilities of the College and its resident students;
    - (f) health, welfare, and guidance on communal living
    - (g) where to get advice on financial difficulties
    - (h) where to get counselling

- (i) how to register with a local health service
  - (j) the management structure for the College and contact details of the Lodge Staff, and main College officers, with out-of-hours emergency contact details
  - (k) any special arrangements made to help with any disability the Student may have disclosed to the College
- 1.7 To give a receipt for any of the Student's property that is confiscated under the terms of this Licence.
- 1.8 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.
- 1.9 Maintain any kitchen facilities (where provided) in the College Common Parts in good order and repair, and keep any equipment there in proper working order
- 1.10 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College

### **Other conditions**

- 1.1 The Student is responsible for the conduct of any invited visitor(s)
- 1.2 The Student hereby authorises the College to use his/her personal data for all lawful purposes in connection with this Licence agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Student or to others or to the College's property) and all matters arising from the Student's membership of the College and The University of Oxford.
- 1.3 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. Students are advised to insure their personal property against theft.
- 1.4 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.
- 1.5 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
- 1.6 This Licence does not affect the disciplinary powers of the College or of the University of Oxford.

- 1.7 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 Periods and shall not be obliged to return it to the Student
- 1.8 This Licence is not intended to confer any benefit to anyone who is not party to it

### **Termination of this Licence**

- 1.1 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.
- 1.2 This Licence and the policies referred to in it (together with the College Bye Laws and Regulations and the Graduate/Undergraduate Handbook) 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 DACC. The College will confirm any agreed variation to the Student in writing at the time the variation is made.
- 1.3 The College may terminate this Licence agreement at any time by serving notice on the Student if:
- (a) any payment is overdue by 21 days or more or
  - (b) the Student is in serious or persistent breach of any of the Student's obligations or
  - (c) the Student does not have status as a member of the College or of the University of Oxford
  - (d) in the reasonable opinion of the College the health or behaviour of the Student constitutes a serious risk to him/herself or others or the College's or other people's property
- 1.4 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 DACC and Accommodation Services Manager that s/he wishes to leave; **and**
  - (b) the Student makes payment for, or puts right, to the College's reasonable satisfaction any breach of the their obligations in this Licence; **and**
  - (c) a replacement student or College member who is reasonably satisfactory to the College, who is not already in College accommodation and who is willing to enter into a Licence agreement with the College. The College can assist the Student in finding a replacement, but can not guarantee one will be found; **and**
  - (d) the Student pays a fee of £60 towards the College's costs of administration



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.

- 1.5 If this licence is terminated early by either the College or the Student the College will refund a fair proportion of pre-paid Rent and the Deposit (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 periods where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the College
- 1.6 If this licence 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 pre-paid Rent will only be refunded for the periods for which the College is able to, and after it has, re-let the Accommodation
- (a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Periods of Residence with 48 hours notice.
  - (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 £60.
- 1.7 The College's acceptance of the keys at any time shall not in itself be effective to terminate this Licence while any part of the Periods of Residence remains unexpired.

**AS WITNESS** the hand of the parties hereto

Signed by the said

\_\_\_\_\_ Date: \_\_\_\_\_

in the presence of:

Accommodation Services Manager  
Ms Tania MD Dandy-Minto

\_\_\_\_\_ Date: \_\_\_\_\_

## **GLOSSARY**

<b>Landlord</b>	Jesus College Oxford
<b>College</b>	Jesus College Oxford
<b>Tenant</b>	Those named as Tenant in this agreement. The tenancy is held jointly and severally between those named and they have joint responsibility for this agreement.
<b>The flat</b>	The whole of the self contained accommodation of the flat or house together with all furniture, fittings and contents of the flat or house named in this agreement.
<b>Common parts</b>	Any shared facility such as a common or other room or garden or facility allocated for the use of the Tenants of the flat and any Landlord's property that is necessary for the purpose of gaining access to the flat
<b>Duration</b>	The period of the tenancy as specified in Clause 1.2 of this agreement.
<b>Rent</b>	The rates given on Annex A attached to this Lease. The full Rent is payable for the whole of the Duration of the Lease regardless of occupation.
<b>Payment dates</b>	As stated on Annex A to this document.
<b>Contents</b>	The fixtures fittings and equipment in the flat as listed on the inventory to be supplied to the Tenant at the start of this agreement
<b>Rights</b>	a) to occupy the accommodation during the Licence Periods b) to use the Contents c) to use the Common Parts d) to use the Services
<b>Services</b>	a) repair of the flat and/or common parts b) lighting and heating of the accommodation and/or common parts

## **ANNEXE A**

### **CHARGES FOR ACCOMMODATION AT JESUS COLLEGE**

**PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORD – DO NOT RETURN THIS WITH YOUR SIGNED LICENCE**

The following charges, for 2017/18, were agreed by the Governing Body.

Charges for:-

#### **College (licensed) Rooms (*inclusive of electricity and cleaning*)**

(i)	College Turl Street	£22.41 per day
(ii)	Ship Street Centre	£22.41 per day
(iii)	Ship Street Houses	£22.41 per day

#### **For all students, there is a Hall charge**

Hall charge – living in College & Ship Street (i, ii, iii) £73.49 per term

Hall charge – living in other accommodation (iv) £36.75 per term

#### **Payment schedule**

The accommodation charges will be billed and payable in three instalments, being added to battels during Week 1 of each term with payment being required on or before the Monday of Week 3 of each term.

There are a minimum of 61 days in each term, covering the period starting on the first day (Monday) of each term and ending on the last Saturday of each term.

Therefore, **the minimum charge per term is as follows:-**

$$£22.41 \text{ per day} \times 61 \text{ days} = £1367,01$$