

## ACCOMMODATION AGREEMENT

### PARTICULARS

Date	201
The College	St Antony's College whose address for service is 62 Woodstock Road Oxford OX2 6JF
The Licensee	of
The Accommodation	[Flat] [room no [ ] in the Building]
The Building	[address] of which the Accommodation forms part, and includes any common parts, forecourts, parking areas, gardens and land held with it;
The Common Parts	Any shared facility such as kitchen, bathroom, common or other room allocated to the Building and those parts of the Building which are necessary for the purpose of gaining access to the Accommodation
The Contents	The furniture, furnishings, fixtures and other items set out in the Inventory
The Inventory	The inventory of furniture and appliances copies of which have been signed on behalf of the College and by the Licensee, which are licensed with the Accommodation under this Agreement;
The Licence Period	From until
The Licence Fee	£ per week
The Payment Dates	The Friday of Third Week in each Academic Term

#### 1. LICENSEE'S RIGHTS

The College grants to the Licensee the following rights:-

- 1.1 to occupy the Accommodation during the Licence Period;
- 1.2 to use the Contents;
- 1.3 to use the Common Parts;

**2. DURATION AND LICENCE FEE**

2.1 The Licensee shall occupy the Accommodation for the Licence Period subject to the Licence Fee to be paid by three instalments on the Payment Dates

2.2 The College shall be entitled on giving the Licensee of least seven days written notice to require the Licensee to move to reasonably suitable alternative accommodation whereupon the provisions of this Agreement shall continue to apply to the alternative accommodation as if it had been made on the date of this Agreement

**3. INCORPORATION OF GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the General Terms and Conditions (Accommodation) which may be viewed at <https://weblearn.ox.ac.uk/site/colleges/sant/handbooks> are incorporated into this Accommodation Agreement. The Licensee must ensure that he understands and accepts the terms of this Accommodation Agreement (including the terms incorporated into it) before signing below. International students should note in particular that this Accommodation Agreement is governed by English Law which may be quite different law which applies in their own country.

Signed by behalf the College	for and on	
Signed by		

## **GENERAL TERMS AND CONDITIONS (Accommodation)**

The followings agreements terms and conditions are deemed to be incorporated into each Accommodation Agreement in respect of accommodation licensed to the Licensee by the College.

### **1. INTERPRETATION**

1.1 'the Accommodation' means the flat or room described in the Particulars or any flat or room provided by the College in substitution, and the expression includes:

1.1.1 all additions and improvements to the Accommodation,

1.1.2 all the College's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Accommodation (whether or not originally affixed or fastened) including the Contents, and

1.1.3 all service and other conducting media that are in, under or over the Accommodation and serve it exclusively, including plant or fixtures and fittings and other ancillary apparatus, and

1.1.4 the surface of all walls and ceilings and the floor coverings and floor boards to the floors, but not the beams or supports,

does not include any area of the Building above the surface of the ceiling or below the level of the floor, nor the structural or outside walls of the Building

1.2 References to 'Academic Term' and 'Week' shall be a week within any of the terms of Oxford University comprising Michaelmas Term Hilary Term and Trinity Term

1.3 Where the Licensee for the time being comprises two or more persons, obligations expressed or implied to be made by them are deemed to be made by such persons jointly and severally.

1.4 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa.

1.5 The clause, paragraph and schedule headings do not form part of these Terms and Conditions and shall not be taken into account in its construction or interpretation.

### **2. LICENSEE'S OBLIGATIONS**

The Licensee hereby agrees and undertakes with the College as follows:-

**Pay Licence Fee**

- 2.1 To pay the Licence Fee on the Payment Days without any deduction or set off whatsoever and to pay an administration charge of £20 in consequence of the Licensee's default in payment of the Licence Fee within seven days after the same shall become due together with interest on such outstanding rent at 5% per annum above the base rate of Barclays Bank plc from time to time in force

**To Maintain**

- 2.2 To keep the Accommodation in a clean and tidy condition
- 2.3 Not to damage or permit the Accommodation or the Common Parts to be damaged
- 2.4 The Licensee shall keep the Contents in good condition and shall return the Contents to the College at the end of the Licence Period in the same state (except for fair wear and tear) as detailed on the Inventory.
- 2.5 Not to repair or decorate the Accommodation or any of the Contents or in any way alter its colour scheme
- 2.6 Not to bring additional furniture appliances or equipment into the Accommodation or cause or permit any of them to remain on the Common Parts at any time without the College's prior written consent
- 2.7 Not to cause or permit the water and waste pipes in the Accommodation and the cisterns water closets sinks basins and radiators attached thereto to become obstructed or blocked or from being damaged by frost (and without limitation not to cause or permit rubbish, rags, refuse, food, cooking fat, tea leaves and coffee granules to be flushed into any waste pipe or WC) and forthwith report to the College should any of the pipes or apparatus become frozen blocked or damaged and in the event of damage occurring as a result of any act or omission on the Licensee's part to pay for the cost of making good replace or repair at the option of the College such damage
- 2.8 To use adequately the heating provided in the Accommodation during the months from October to April inclusive
- 2.9 Not to do or permit any of the following that is to say the fixing of nails or the sticking of sellotape, blue-tack or white-tack or the using of drawing pins or the doing of any damage whatsoever on or to any wall door or window of the Accommodation
- 2.10 Forthwith to report to the College of any damage or want of repair at the Accommodation or the Common Parts as soon as the Licensee becomes aware of it, and paying on demand for the cost of making good any damage caused by Licensee or his visitors

### **Permit College to Enter**

- 2.11 To permit the College and all persons authorised by the College at all reasonable times and on reasonable notice (being least seven days for planned maintenance or otherwise 24 hours except in emergency or for routine cleaning when no notice shall be required) to enter the Accommodation:-
- 2.11.1 to clean the Accommodation
  - 2.11.2 to inspect the condition and state of repair of the Accommodation;
  - 2.11.3 to execute repairs decorations or alterations to the Accommodation or to any adjoining or neighbouring premises or cleansing emptying or renewing the sewers pipes drains soakaways and gutters belonging to the same
  - 2.11.4 to carry out the College's obligations under these Terms and Conditions;
  - 2.11.5 to take gas, electricity or water meter readings; and
  - 2.11.6 to show prospective occupiers around the Accommodation.
- 2.12 The College has the right to retain a set of keys to the Property

### **Alterations**

- 2.13 Not to make any alteration in or addition to the Accommodation
- 2.14 Not to add to or alter the plumbing or electrical systems within the Accommodation and any fixed appliances

### **Transmit Notices**

- 2.15 To transmit to the College immediately all notices orders or proposals whatsoever affecting the Accommodation and served there by any person body or authority (other than the College)

### **Use**

- 2.16 Not to do or permit or suffer to be done on the Accommodation or any part thereof anything which may cause damage or be or become a nuisance or annoyance to the College or the occupier of any adjoining or neighbouring accommodation or any illegal or immoral act or anything which may vitiate any insurance upon the Accommodation or which may cause the premium of any such policy to be increased
- 2.17 Not to use the Accommodation for any profession trade or business whatsoever but to use the Accommodation only as a study bedroom for the sole occupation of the Licensee whilst he/she is a member of St Antony's College Oxford and is undertaking a full-time course of study at the University

of Oxford and for no other purpose whatsoever

2.18 Not to suffer or permit the Accommodation to remain unoccupied

2.18.1 (where the Accommodation is on the ground or first floor of the Building) without closing and locking the windows

2.18.2 without locking the door

2.18.3 for more than 30 days without giving prior written notice to the College

2.19 Not to cause or permit any portable cooking, lighting or heating appliance to be used at the Accommodation or within the Building or cause or permit any naked flame within the Accommodation or within the Building

### **Keys**

2.20 Not to have any additional keys made for any of the locks of the Accommodation without the prior written consent of the College and in the event that any keys of the Accommodation have been lost to pay to the College on demand any costs incurred by it in replacing the locks to which the lost keys belonged

### **Alienation**

2.21 Not to transfer sublet or part with or share possession of the whole or part of the Accommodation

### **Signs**

2.22 Not to exhibit any board or notice whatsoever on any external portion of the Accommodation or within the Accommodation so as to be visible from outside it

### **Animals**

2.23 Not to keep or permit or suffer to be kept any bird or animal on the Accommodation except for an animal required as an aid for a person with a registered disability subject to the College been notified in advance in order that reasonable adjustments might be made to accommodate it and subject always to the Licensee being responsible for the proper care and control of such an animal and for making good any damage or nuisance which it causes

### **Dangerous Substances**

2.24 Not to keep or permit or suffer to be kept any combustible or offensive goods drugs (save for those kept in accordance with the prescription of a registered doctor) provisions or materials upon the Accommodation

### **Motor vehicles**

2.25 Not to cause or permit any motor vehicle to be brought into the City of Oxford nor to use or keep any vehicle or vehicle parts in any part of the Building or the precincts of the College except for:-

2.25.1 bicycles which when not in use shall be kept in designated bicycle bays;

2.25.2 mobility assistance vehicles for registered disabled persons subject to the College being given prior notice without imposing any obligation on the College to make adjustments if such a vehicle cannot reasonably be accommodated

### **Observe Regulations**

2.26 To observe and perform the rules and regulations made by the College from time to time in relation to the use of Accommodation and the property of the College and in particular:-

2.26.1 not to cause or permit any waste material or rubbish to accumulate within the Accommodation or the Building except in receptacles designed for the purpose and in accordance with the regulations from time to time imposed by the College and the local authority

2.26.2 not to hold or permit to be held upon the Accommodation any sale by auction

2.26.3 no carpets hearthrugs mats or similar articles shall be beaten or shaken at any time out of the windows of the Accommodation

2.26.4 not to hang or expose washing or any clothes or materials on any part of the Accommodation so as to be visible from outside the Accommodation

2.26.5 not to keep or use any musical instrument or instruments in the Accommodation which may be a nuisance annoyance or inconvenience to the owners lessees or occupiers of any other accommodation in the Building and not to permit or suffer any music or singing (which expression shall be deemed to include all music or singing howsoever produced or rendered and whether by means of musical instruments electronic means or otherwise) to take place in or upon the Accommodation between the hours of 2300 hours and 0800 hours or use or permit or suffer to be used or permitted any electronic apparatus music or singing so as to be audible outside the Accommodation

2.26.6 to report immediately to the College and to British Gas using emergency telephone number 0800 111999 any brown or sooty buildup on any gas appliance

2.26.7 no external aerial shall be erected without the written consent of the College

2.27 To comply with the University of Oxford's Regulations and with the College's handbooks from time to

time made available to the Licensee

2.28 To comply with the University of Oxford's environmental policy to be found at <http://www.admin.ox.ac.uk/estates/environment/statemento.shtml> and in particular

2.28.1 To take reasonable steps to avoid wasting energy (e.g. by turning off lights and electrical equipment when not in use) and/or water and

2.28.2 To participate in any waste recycling schemes operated by the College and by others

### **3. THE COLLEGE'S OBLIGATIONS**

The College hereby agrees and undertakes with the Licensee but subject to the Licensee paying the License Fee and observing and performing the obligations on the part of the Licensee contained in these Terms and Conditions as follows:-

#### **Repair Exterior and Service Supplies**

3.1 To keep in repair the structure and exterior of the Building and the Common Parts

3.2 To keep in working order the installations in the Accommodation for the supply of water gas and electricity and for sanitation provided always that the College shall not be required:-

3.2.1 to carry out any works or repairs the need for which he has no knowledge nor for which the Licensee is liable by virtue of these Terms and Conditions or

3.2.2 to rebuild or reinstate the Accommodation in case of destruction or damage by fire or by tempest flood or other inevitable accident or

3.2.3 to keep in repair or maintain anything which the Licensee is entitled to remove from the Accommodation

#### **Provision of Services**

3.3 To provide weekly cleaning services to the Accommodation and thrice weekly cleaning services to the Common Parts

3.4 To keep the Common Parts lit and reasonably heated

3.5 To provide hot and cold running water to the Accommodation and to the WC facilities within the Common Parts

3.6 To provide a supply of electricity to the Accommodation and the Common Parts



- 3.7 To procure the disposal of rubbish deposited in receptacles within the Accommodation and Common Parts provided for that purpose

**Quiet enjoyment**

- 3.8 Not to interrupt the Licensee's occupation of the Accommodation more than reasonably necessary
- 3.9 Except in case of emergency or in order to undertake repairs to the Accommodation and for cleaning on designated days to give the Licensee lease seven days prior notice before entering the Accommodation

**4. INSURANCE**

- 4.1 The College shall keep the Building comprehensively insured
- 4.2 The College shall not be responsible for keeping Licensee's personal property insured against loss or damage in excess of the cover provided from time to time by the College's block insurance policy (but subject always to the conditions, exclusions, limitations and excesses of any such policy) nor shall the College be responsible for personal injury or ill-health except when caused by the College's negligence or breach of its obligations under the Accommodation Agreement
- 4.3 The College shall be entitled to remove at the Licensee's expense from the Accommodation any article which constitutes an obstruction or a fire or health or safety hazard subject to the article being returned to the Licensee on the termination of the Accommodation Agreement unless perishable

**5. SUSPENSION OF LICENCE FEE**

If at any time during the Licence Period hereby granted the Accommodation is destroyed or damaged by any cause other than the act or default of the Licensee or his visitors then and so often as it happens the License Fee or a fair and just proportion thereof according to the nature and extent of the damage shall be suspended during so long as the Accommodation or the destroyed or damaged part thereof remain uninhabitable or unfit for use by reason of such destruction or damage and if any dispute arises between the College and the Licensee in regard to the amount of the period of the suspension of the Licence Fee or otherwise in relation thereto it shall be referred to arbitration

**6. TERMINATION**

- 6.1 The Accommodation Agreement may be terminated by the College at any time by giving written notice to the Licensee if:-
- 6.1.1 any payment due to the College from the Licensee (whether or not arising under the

Accommodation Agreement) is more than 14 days overdue; or

6.1.2 the Licensee is in serious or persistent breach of any of its obligations under the Accommodation Agreement; or

6.1.3 the Licensee does not have or ceases to have during the Accommodation Agreement the status as a member of St Antony's College Oxford ;or

6.1.4 the Licensee is not undertaking a full-time course at the University of Oxford; or

6.1.5 in the reasonable opinion of the College the health or behaviour of the Licensee constitutes a serious risk to himself or others or to the College or to other people's property; or

6.1.6 the Accommodation is damaged or destroyed so as to be or likely to be incapable of occupation and use for more than two months following the date of damage or destruction

6.2 If the Licensee wishes to determine the Accommodation Agreement either

6.2.1 prior to the expiry of the Licence Period but after, and not sooner than 13 weeks from, the commencement of the Licence Period; or

6.2.2 before the commencement of the Licence Period

6.2.3 and shall give to the College at least eight weeks' notice in writing of such desire then upon the expiry of such notice or if sooner on the date when the Accommodation has been re-licensed to the College's satisfaction and provided the Licensee shall have paid

(a) the License Fee until date on the notice expires or if sooner on which the Accommodation has been relicensed; and

(b) the College's costs and expenses in re-letting the Accommodation (including minimum administration fee of £50); and

6.2.4 shall have observed and performed all other obligations under these Terms and Conditions

the Accommodation Agreement shall determine without prejudice to the respective rights of either party in respect of any antecedent claim or breach of obligation

## **7. CONSEQUENCES OF TERMINATION**

7.1 Upon termination of the Accommodation Agreement under Clause 6.1.6 or Clause 6.2, the College will refund to the Licensee a proper proportion of any pre-paid part of the Licence Fee as soon as possible after termination has become effective

- 7.2 At the end of the License for whatsoever reason, the Licensee shall (subject to any damage caused by normal comprehensive insured risks)
- 7.2.1 return the Accommodation and the Contents to the College in the condition required by these Terms and Conditions. and
  - 7.2.2 leave the furniture and effects in the same position as they were in at the commencement of the Licence Period
  - 7.2.3 clean or pay for the cleaning of any of the Contents which shall have been soiled during the Licence Period
  - 7.2.4 return all keys to the College
- 7.3 The Licensee shall provide the College with a forwarding address once the License has come to an end.
- 7.4 The Licensee shall remove all personal possessions from the Accommodation once the License has ended. If any of the Licensee's personal possessions are left at the Property after the License has ended, the College has the right to dispose of the Licensee's possessions after making reasonable attempts to contact the Licensee at the forwarding address provided.

## **8. NOTICES**

- 8.1 Any notice to the College sent under or in connection with the Accommodation Agreement shall be deemed to have been properly served if:
- 8.1.1 sent by first class post to the College's address given in the Particulars; or
  - 8.1.2 left at the College's address given in the Particulars;
- 8.2 Any notice sent to the Licensee under or in connection with the Accommodation Agreement shall be deemed to have been properly served if:
- 8.2.1 sent by first class post to the Licensee's address stated in the Particulars;
  - 8.2.2 left at the Licensee's address stated in the Particulars; or
- 8.3 Any notice sent by first class post shall be deemed to have been received the day after it was sent.