



**Exeter College**  
**Standard Undergraduate Licence Agreement to occupy rooms on Turl Street (1<sup>st</sup> Years)**

THIS LICENCE AGREEMENT TO OCCUPY, together with the Electrical Regulations, the College's Handbook for Students, hereafter called the Red Book, Intranet pages, the College's Smoking Policy and the Student Finance Guide 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 Agreement is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before signing.

The following terms apply in this Licence Agreement.

College                      Exeter College, Turl Street, Oxford OX1 3DP

In this Licence Agreement "College" includes all buildings, accommodation, common parts and common rooms belonging to the College for use as student residences and not just the College building whose address is given.

Accommodation            a College room to be allocated to the Student by the College.

Contents                    the fixtures, fittings and equipment in the Accommodation as listed on the inventory found in the room on taking up occupancy.

College Contents           the fixtures fittings and equipment at the College which are for students' use but which are not allocated to any student's room.

College Facilities           includes the Dining Hall, Undercroft Bar, Chapel, all meeting rooms and Gym.

Common Parts            any shared facility such as kitchen or bathroom allocated to the Accommodation and those parts of the College's property which are necessary for the purpose of gaining access to the Accommodation.

Common Rooms            shared facilities of the JCR and the MCR. The Undercroft Bar and the GCR are NOT Common Rooms.

Payment Dates            the Thursday of 1<sup>st</sup> week each term and year end battels should be paid before departure at the end of full term in Trinity.

Licence Fee                as specified in the Green/Red Books, payable in 3 instalments in advance on or on the payment dates. This sum includes the price of the services where applicable.

Rights                      (a) to occupy College Accommodation during the Licence Periods  
(b) to use the College Contents  
(c) to use the Common Parts  
(d) to use the Common Rooms during 0<sup>th</sup> to 9<sup>th</sup> weeks only  
(e) to use the Services

	(f) to use the College's Facilities
Services	<ul style="list-style-type: none"> <li>(a) repair of the College</li> <li>(b) lighting of the College</li> <li>(c) heating of the College between 1<sup>st</sup> of October and 30<sup>th</sup> April</li> <li>(d) providing hot and cold running water to the Accommodation and Common Parts</li> <li>(e) providing an electricity supply to the Accommodation</li> <li>(f) insurance of the College</li> <li>(g) disposal of rubbish deposited in proper receptacles</li> <li>(h) cleaning of the Accommodation and the Common Parts</li> </ul>
Licence Periods	<p>from 10.00am on 6<sup>th</sup> October 2019 to 10.00am on 7<sup>th</sup> December 2019</p> <p>from 12.00noon on 16<sup>th</sup> January 2020 to 10.00am on 14<sup>th</sup> March 2020</p> <p>from 12 noon on 23<sup>rd</sup> April 2020 to 10.00am on 20<sup>th</sup> June 2020</p>
Vacation Periods	<p>any period outside of the published University Terms, including extended terms. These are:</p> <p>7<sup>th</sup> December 2019 to 15<sup>th</sup> January 2020</p> <p>14<sup>th</sup> March 2020 – 22<sup>nd</sup> April 2020</p> <p>20<sup>th</sup> June 2020 – 8<sup>th</sup> October 2020</p>

Students may only stay in College accommodation over these Vacation Periods (less the Closure Period – 20<sup>th</sup> December 2019 – 2<sup>nd</sup> January 2020 if they have applied for, and have been granted vacation residence in accordance with College Regulations.

**Due to Admissions Interviews and College Christmas Closure, there will be no vacation residence at the College Main Site from 7<sup>th</sup> December 2019 – 2<sup>nd</sup> January 2020 .**

## **1. Student's Obligations**

- 1.0 To pay the Licence Fee to the College in advance of or on the Payment Dates.
- 1.1 To check the Accommodation and contents and report any problems to the Accommodation Manager within 7 days of the start of the Licence Agreement by completing the form that will be in your room awaiting your arrival. Failure to return this form may make you liable for any damage found after your departure.
- 1.2 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College contents, the Common Parts and Common Rooms in a clean and tidy condition and not to damage them.
- 1.3 At the end of each Licence Period to leave the Accommodation, the Common Parts, and the Common Rooms in a clean and tidy condition and clear of all rubbish and all personal belongings, including electrical appliances, and to return to the College the keys to the Accommodation. The Student will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Accommodation at the end of the Licence. The College will remove and store the items for a maximum of one month. The College will notify the Student that this has been done at the Student's last known address. If the items are not collected within one month, the College may dispose of the items and the Student will be liable for the reasonable costs of disposal.
- 1.4 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 is

required to 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 either the scout or the Student, but otherwise the College will normally aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.

- 1.5 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the College, its staff, other students and visitors or The University of Oxford or on the owners or occupiers of nearby property.
- 1.6 To comply with The University of Oxford's Regulations together with the Red Book made available to the Student and also available on the College website.
- 1.7 To report to the College as directed in the College's Red Book, any damage or want of repair at the College or failure of the services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 1.8 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. 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.
- 1.9 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 1.10 Not to alter, add to or do anything which may cause damage to the electrical installation, security or safety 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 at risk. Any portable appliance must comply with the College's Electrical Regulations which are available on the College website. 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 Agreement. Candles, incense sticks and naked flames are strictly prohibited.
- 1.11 To close and lock all windows and doors when the Accommodation is unoccupied, irrespective of how long the Accommodation is unoccupied. Not to allow any non-Exeter student to endeavour to enter the College immediately after you without registering at the Lodge. To look after all keys issued in relation to this Licence Agreement and to report any loss of such keys immediately or as soon as is reasonably practicable. Not to copy or loan keys to anyone else. Under no circumstances are you permitted to access and walk on the roof tops. Secondary fire exits should only be used in an emergency.
- 1.12 To comply with The University of Oxford's and College environmental policy and in particular (a) to take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the College.
- 1.13 Not to put anything harmful, or which is likely to cause a blockage, in any pipes or drains especially via sinks, toilets, showers or baths in the Accommodation or Common Parts.
- 1.14 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. Blu tack, sellotape, sticky fixers or the like are not to be used for fixing anything to the walls or doors of the Accommodation.

- 1.15 Not to bring additional furniture (including electrical items [see the College Electrical Regulations], beds, futons, inflatable mattresses or other soft furnishings) into the College without the Accommodation Manager's prior written consent.
- 1.16 Not to use the Accommodation for any other purpose other than as a study bedroom for occupation by the Student personally while the Student is a Student of the College.
- 1.17 Not to share the Accommodation or sub-let it or transfer occupancy to any person. This Licence Agreement applies to the individual and NOT the room. If you choose to vacate the room before the end of the Licence Agreement, the room is returned to the College and no refund is payable. You may not "hand over" your Licence to any other person.
- 1.18 As directed in the College's Green/Red Books, occasional overnight visitors are allowed on the conditions that they stay no longer than two nights consecutively and no more than two nights in a seven-day period. All guests should be signed in in the Guest Book on the various sites.
- 1.19 Unaccompanied visitors must report to the Lodge on arrival.
- 1.20 Not to cause any nuisance, offence, disruption, harassment or disturbance to others, nor to play any musical instruments nor allow any noise to be heard outside the Accommodation.
- 1.21 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 and to comply at all times with the Computing policy as set out in the Green/Red Books.
- 1.22 Not to bring into the College the Accommodation or any common parts any animal or pet.
- 1.23 Not to keep any vehicle or vehicle parts in any part of College or the Accommodation. Bicycles must be registered at the Lodge and kept in the designated bicycle bays. They should not be kept in the Accommodation or Common Parts.
- 1.24 Not to cause any obstruction of the Common Parts or fire and safety equipment including fire exits.
- 1.25 Where the Student becomes aware of damage to the College caused by an unknown tenant, visitor or intruder, to report the incident to the College's Porters' Lodge on Turl Street, Iffley Road Supervisor or the Cohen Quad Front Desk staff immediately or as soon as reasonably practicable.
- 1.26 If you have a television in your room, ensure that you have a TV licence. A TV licence is also required if you use the laptop/mobile to watch programmes at the same time as they are shown on television.

## **2. College's Obligations**

- 2.0 To provide the Services, subject to the College's Green/Red Books which include reporting procedures and response times for repairs and details of arrangements for refuse collection.
- 2.1 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

normally give the Student at least 7 days' notice prior to entering the Accommodation during term-time.

- 2.2 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
- 2.3 Not to disclose personal information obtained from the Student except as permitted by clause 3.1 of this Licence Agreement or where there is serious risk of harm to the Student, to others or to the College's Property.
- 2.4 To make available to the Student for inspection by prior arrangement:
  - (a) The College's Risk register for critical risks and the College's procedures for dealing with such risks;
  - (b) The College's Fault reporting and emergency procedures for use of the College laundry;
  - (c) The Universities UK Code of Practice for the Management of Student Housing;
  - (d) The University's Transport Policy;
  - (e) The College's Security Plan;
  - (f) The College's Service Level Statement on reporting and rectification of building defects.
- 2.5 Before the end of the first week of the Licence Agreement, 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) The College Codes of Practice for the Management of Student Housing, which is available on the College website.
  - (d) The College's service level agreement for maintenance and associated risk management service available, which is available on the College website.
  - (e) how to get access to the Accommodation in the event of the Student losing their keys;
  - (f) cleaning schedules and Student's responsibilities for cleaning (where applicable);
  - (g) the respective roles and responsibilities of the College and its resident Students;
  - (h) health, welfare, and guidance on communal living;
  - (i) where to get advice on financial difficulties;
  - (j) where to get counselling;
  - (k) how to register with a local health service;
  - (l) the management structure for the College and contact details of the Porters, the Iffley Road Supervisor, Cohen Quad Front Desk staff and main College officers, with out-of-hours emergency contact details;
  - (m) any special arrangements made to help with any disability the Student may have disclosed to the College.
- 2.6 To give a receipt for any of the Student's property which is confiscated under the terms of this Licence Agreement.

- 2.7 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.
- 2.8 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order. The College may remove faulty equipment without replacement.
- 2.9 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College.

### **3. Other conditions**

- 3.0 The Student is responsible for the conduct of any invited visitor(s) in accordance with paragraphs 1.18 and 1.19.
- 3.1 The Student hereby authorises the College to use their personal data for all lawful purposes in connection with this Licence Agreement (including debt recovery, crime prevention, 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.
- 3.2 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. Personal belongings left at the College are at the Student's own risk.
- 3.3 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 where the excess is due to the Student's breach of the terms of this Licence Agreement). This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 3.4 The College may temporarily suspend use of the Common Parts and Common Rooms if they are not kept in a clean and tidy condition by the students using them.
- 3.5 This Licence Agreement does not affect the disciplinary powers of the College or of the University of Oxford.
- 3.6 The College is entitled, at the Student's expense (and having given the Student a reasonable opportunity to remove the article(s) themselves), 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 each Licence Agreement and shall not be obliged to return it to the Student.
- 3.7 The Student occupies the Accommodation as a licensee only; no relationship of landlord and tenant is created between the College and the Student by this Licence Agreement. The College retains control, possession and management of the Accommodation and the Student has no right to exclude the College from the Accommodation.
- 3.8 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.
- 3.9 This Licence Agreement is not intended to confer any benefit to anyone who is not party to it.

- 3.10 This Licence Agreement and the policies referred to in it together with the Electrical Regulations, the College's Green/Red Books, Intranet pages, the College's Smoking Policy and the Student Finance Guide 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. The College will confirm any agreed variation to the Student in writing at the time the variation is made.

#### **4. Termination of this Licence Agreement**

- 4.1 Unless the Student has made arrangements with the College Office for late arrival, this Licence Agreement will automatically terminate if the Student has not taken up residence within 7 days of the Licence Agreement.
- 4.2 The College may terminate this Licence Agreement at any time by serving notice on the Student if:
- (a) Any payment is overdue by 21 days or more, or
  - (b) The Student is in serious or persistent breach of any of the Student's obligations as set out in the Green/Red Books, 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 themselves or others or the College's or other people's property
- 4.3 The Student may only terminate this Licence Agreement in accordance with this clause, and will remain liable for the rent until:
- (a) the Student has given 8 weeks' notice to the Accommodation Manager that they wish to leave; **and**
  - (b) the Student makes payment for, or puts right to the College's reasonable satisfaction any breach of the Student's obligations in this Licence Agreement; **or**
  - (c) a replacement Student or College member who is reasonably satisfactory to the College as a tenant and who is not already a tenant of the College enters into a Licence Agreement with the College (the College will assist the Student in finding a replacement, but does not guarantee it will be able to find one); **and**

Conditions (b) to (d) in this clause shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this Licence Agreement. For the avoidance of doubt, the College will make vacated rooms available to other Students for room transfers, but room swaps will not be treated as replacements and refunds of rent will only be given where the void in the College caused by the Student's early departure has been filled and there is no loss to the College. The College shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

- 4.4 If this Licence Agreement is terminated early by either the College or the Student, the College will refund a fair proportion of pre-paid rent (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective but pre-paid rent will only be refunded for the period where the void in the residence caused by the Student's early departure has been filled and there is no loss to the College. If the College terminates under

Clause 4.2, prepaid rent will only be refunded for the period for which the College is able to, and after it has re-let the Accommodation.

- 4.5 The College reserves the right to relocate the Student to comparable alternative accommodation during the period of residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Licence Agreement the Student will have the right to terminate this Licence Agreement (without having to comply with the conditions in clause 4.3) as an alternative to relocating.
- 4.7 The College's acceptance of the keys at any time shall not in itself be effective to terminate this Licence Agreement while any part of the period of residence remains unexpired.

**The College agrees to grant and the Student agrees to take occupancy of the Accommodation for the Licence Agreement on the conditions set out in this Licence Agreement, the College's Smoking Policy, the Electrical Regulations, the College's Red Book, Intranet pages and Student Finance Guide.**

*Babis Karakoulas*

**Babis Karakoulas  
Domestic Bursar**