



## WADHAM COLLEGE

# LICENCE AGREEMENT

THIS AGREEMENT is made on 00/00/0000

### BETWEEN:-

- (1) **“Wadham College”** : The Warden, Fellows and Scholars of Wadham College in the University of Oxford (commonly called Wadham College) at Parks Road Oxford OX1 3PN, and
- (2) **“The Student”** : The named student signatory of this agreement

### BACKGROUND

**This Licence Agreement** creates legally binding obligations. It is governed by English law which international students may find quite different to the law which applies in their own country. If you do not understand this document, please take legal advice before signing it.

The College complies with the Universities UK/Guild HE Accommodation Code of Practice for Student Housing. Further information on the Code of Practice is available at this website:  
<https://www.thesac.org.uk/>

### 1. AGREED TERMS

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

#### 1.1. Definitions:

- College** : In this agreement, “the College” includes all buildings and grounds belonging to Wadham College for use as student residences and not just the College buildings at Parks Road, Oxford, OX1 3PN.
- College Representative** : The relevant representative, staff or appointed contractor appointed to carry out activities on behalf of the College
- Accommodation** : A College study bedroom to be allocated to the Student by the College.
- Permitted Use** : Use as study bedroom for occupation by the Student during the Licence Period.
- Accommodation Contents** : The fixtures, fittings and equipment in the Accommodation, including a bed, bedside cabinet, a wardrobe, chest of drawers, a desk, desk chair, easy chair or seat, curtains or blinds.

<b>College Contents</b>	: The fixtures, fittings and equipment at the College which are for students' use but which are not allocated to any students' study bedroom.
<b>Contents</b>	: The Accommodation Contents and the College Contents.
<b>Common Facilities</b>	: Any shared facility such as kitchen, bathroom, common or other rooms allocated to the Accommodation.
<b>Common Parts</b>	: Any areas such as paths, entrance halls, corridors, lifts, staircases, landings and other areas of the College's property which are necessary for the purpose of gaining access to the Accommodation.
<b>Services</b>	: Shall include the supply or removal of lighting, heating (Michaelmas and Hilary Terms), water, electricity, gas, sewage, telecommunications, data, other utilities, disposal of rubbish deposited in proper receptacles, cleaning and other services, and repair of the College.
<b>Deposit</b>	: £400 payable to the College.
<b>Accommodation Charge</b>	: Shall be the amount payable by the Student to the College for the Accommodation at the instalments given in the First Schedule at the end of this agreement for Accommodation Type A/B/C/D/E.  The charge is based on the best estimates of cost and occupancy at present available. If it becomes apparent that actuals differ from estimates to a significant extent, the College reserves the right to increase charges with effect from Hilary or Trinity term, giving at least four weeks' notice, or to revise the scope of Services provided.
<b>Payment Dates</b>	: The Friday of First Week each term in Michaelmas and Hilary terms and by the end of second week in Trinity term.
<b>Licence Period</b>	: Shall be the periods set out in the First Schedule at the end of this agreement for Accommodation Type A/B/C/D/E.
<b>Student Handbook</b>	: The information and regulations for students of the College set out in the handbook provided on the College's website and made available to the Student on or before the commencement of this Licence, and which may be updated from time to time to reflect prevailing circumstances.
<b>Vacation</b>	: Any period which is not a Licence Period.

1.2. Clause headings shall not affect the interpretation of this agreement.

1.3. References to clauses are to the clauses of this agreement.

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

1.5. A reference to writing or written includes letter and/or e-mail.

- 1.6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. LICENCE TO OCCUPY**

- 2.1. Subject to Clause 3 and Clause 4, the College permits the Student to occupy the Accommodation for the Permitted Use for the Licence Period together with the right to use the Common Facilities and such Common Parts for the purpose of access to and egress from the Accommodation.

The Student acknowledges that:

- 2.2. they shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between the Student and the College by this agreement.
- 2.3. the College retains control, possession and management of the Accommodation and the Student has no right to exclude College Representatives from the Accommodation.
- 2.4. the licence to occupy granted by this agreement is personal to the Student and is not assignable.
- 2.5. the College shall have the right on reasonable notice (except in the case of emergency) to move the Student to comparable alternative accommodation during the Licence Period for health and safety reasons, or for operational reasons such as for the purpose of carrying out necessary repairs to the Accommodation, or so as to enable a period of Vacation Residence in a different Accommodation, or as provided in Clause 2.9, and the Student shall comply with such requirement whereupon this agreement shall apply to the new Accommodation.
- 2.6. if the Student wishes to extend their occupation outside the Licence Period, they shall seek permission from the College to do so. The College may choose but has no obligation to agree to extend the occupation, and the student may be required to move to an alternative accommodation of the College and to leave on the date agreed. The Student's occupation during the agreed extended period shall be governed by the terms of this Licence subject to the payment of a charge (at a daily rate notified in advance of the extended occupation).
- 2.7. this licence and the policies referred to in it (together with the College Student Handbook and the terms and conditions of Endsleigh's basic student insurance cover) contains all the terms agreed to by the College and the Student at the time it comes into effect any variation to the terms will only be effective if agreed between the Student and the Domestic Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made.
- 2.8. this licence agreement does not affect the disciplinary powers of the College or of the University of Oxford.
- 2.9. Shared Rooms

Where the Student is in Accommodation that is designated for occupancy by more than one person (for instance a double set, or a flat), the Student acknowledges that:

- 2.9.1. where damage or loss occurs at the Accommodation and it is not possible for the College (acting reasonably) to ascertain who is at fault, the Student shall pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss.
- 2.9.2. the College may introduce additional occupants to the Accommodation if it is below maximum occupancy and the College will use reasonable endeavours to give reasonable notice to the Student in occupation of its intention to do so.

- 2.9.3. the College shall not be obliged to relocate any of the students in the event that sharing students do not get on with each other, but will endeavour to treat transfer requests sympathetically in such circumstances.
- 2.9.4. if a 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, and will give reasonable notice to this effect.

### **3. STUDENT'S OBLIGATIONS**

The Student agrees with the College:

- 3.1. to pay to the College the Accommodation Charge without any deduction in accordance with the Payment Dates set out in this Licence Agreement.
- 3.2. 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, including interest charges at the rate of 0.5% per week if the whole or part of the Accommodation Charge has not been paid by the Payment Dates set out in Clause 1 and alternative arrangements have not been agreed with the Domestic Bursar or Finance Bursar.
- 3.3. to check the Accommodation and Contents and report any problems to the Domestic Bursar within 7 days of the start of the Licence Period.
- 3.4. to keep the Accommodation, Accommodation Contents and (jointly with other students) the Common Facilities and Common Parts in a clean and tidy condition and not to damage them.
- 3.5. not to use the Accommodation other than for the Permitted Use, which includes not to use the Accommodation for the conduct of commercial business.
- 3.6. not to share the Accommodation or sub-let it or transfer occupancy to any person.
- 3.7. not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 3.8. not to obstruct the Common Facilities or Common Parts, make them untidy or leave any rubbish in them except in waste receptacles.
- 3.9. not to bring additional furniture and large electrical appliances (including items such as sofas, beds, fridges and cookers) into College without the Domestic Bursar's prior written consent.
- 3.10. not to use Blu-tac, or any other fixing materials (including sellotape, double-side tape, white-tac, pins or gummed paper) on any of the walls in the Accommodation and Common Facilities. Pictures and posters may be hung from a picture rail where fitted.
- 3.11. not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the College, the information technology services installation or supply in the Accommodation.
- 3.12. to ensure that the Accommodation is maintained in a reasonably safe environment for the College's employees and contractors who may have to enter the Accommodation, including ensuring that cables to personal electrical equipment are safe and will not cause a trip hazard.
- 3.13. not to alter anything which may cause damage to the electrical installation or equipment in the Accommodation or other College areas, or which may be a fire risk or may in any other way put at risk the health and safety or security of others or the College's or other people's property.
- 3.14. not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.

- 3.15. to pay a fair and proportion of the cost of repairing damage or reinstating the loss where damage or loss occurs at the College and it is not possible for the College (acting reasonably) to ascertain who is at fault.
- 3.16. not to store or use candles, incense burners or sticks, or naked flames, weapons, electric blankets, fairy lights, corrosive liquids or chemicals within the Accommodation or any part of the College.
- 3.17. not to use or display any advertisement, flag, banner, boards, posters or signs at the Accommodation or Common Parts.
- 3.18. not to cook in the Accommodation nor bring into the Accommodation any cooking equipment.
- 3.19. not to keep a bicycle or scooter or e-bicycle or e-scooter or charger in the Accommodation nor elsewhere within the College except (if available) in designated cycle scooter or charger bays provided for that purpose.
- 3.20. not to bring into the College any animal unless an assistance dog recognised by the College as an aid for a person with a disability subject to having obtained the College's prior written approval.
- 3.21. to take reasonable steps to avoid wasting energy and water, and participate in the College's waste recycling schemes.
- 3.22. to report to the College as directed by the Student Handbook any damage or failure of the Services as soon as reasonably practicable.
- 3.23. not to tamper with any window restrictors within the Accommodation, Common Parts or Common Facilities.
- 3.24. not at any time part with possession or control of keys/fobs/passes to the Accommodation and College and forthwith to report any loss to the College's Lodge.
- 3.25. to pay a fee to cover the cost of replacement keys/fobs/passes where these have been lost or damaged. The College will only charge a reasonable cost that it has incurred as a result of the lost key/fob/pass.
- 3.26. not at any time to leave the Accommodation without locking the door and (if the Accommodation is on the ground floor and first floor of the Building) not to leave the Accommodation without first closing and locking the windows.
- 3.27. to report to the College any security concerns to the College's Lodge immediately or as soon as reasonably practicable.
- 3.28. to comply with the College's Smoking Policy. The current policy restricts smoking, including the use of e-cigarettes, to the immediate vicinity of the existing smoking bins and to dispose of all cigarette litter in these receptacles.
- 3.29. not to keep or permit to be kept or to take drugs other than for presented medicinal purposes.
- 3.30. that where the student is in Accommodation in the Dorothy Wadham Building:  
  
not to bring into or keep in the City of Oxford a motor vehicle other than for the purposes of moving in or moving out of the Accommodation (except where the Student is registered disabled and requires the use of a motor vehicle and the College has made, where possible, arrangements to accommodate the motor vehicle within the site). This is a condition of the planning permission granted to the College by Oxford City Council. If the Student is in breach of this clause, the

College reserves the right to request the Student to remove their motor vehicle from the City of Oxford and refer the matter to the College's Dean for consideration under the College's Disciplinary Code. Such action would take place under the appropriate procedures and could result in sanctions.

- 3.31. to comply with the College Student Handbook as amended from time to time, including the policies listed in the appendices to that handbook.
- 3.32. to comply with all laws 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.
- 3.33. without prejudice to **Clause 2.3** to permit the College Representatives at all times 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, health and safety audits, condition reviews, and 24 hours' notice for other purposes where this is practicable.
- 3.34. behaving in a way that minimises the risk of infection to yourself and others, by treating others with respect and keeping up to date with public health, University and College guidance.
- 3.35. at the end of the Licence Period to leave the Accommodation:
  - i. by 10am on the day of departure.
  - ii. in a clean and tidy condition.
  - iii. clear of all rubbish and personal belongings.
  - iv. with the furniture in the original position at the start of the occupancy.
  - v. return the key/fob/pass to the Accommodation to the College's Lodge.

#### **4. COLLEGE'S OBLIGATIONS**

The College agrees with the Student:

- 4.1. to keep the College including the Accommodation, Common Facilities and Common Parts in good order and repair.
- 4.2. to provide Services, subject to the College Student Handbook, which includes response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from College grounds.
- 4.3. to clean the Common Facilities and Common Parts. Students living in the Dorothy Wadham Building, Merifield and Lathbury Road are expected to clean the common facilities in their flat.
- 4.4. Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
- 4.5. to ensure clear and appropriate instructions for use are given for any College-provided equipment which the Student needs to operate in the Accommodation.
- 4.6. other than for the purposes set out in **Clause 3.33** to give not less than 7 days advance notice for planned maintenance or repair work. The College will aim to give a minimum of 24 hours' notice before carrying out urgent works, but notice may be shorter or waived completely if the circumstances require an immediate response for the purposes of safety or security.

- 4.7. to ensure security staff are clearly identified and that any College Representatives requiring access to the Accommodation carry and allow the Student to inspect appropriate identification documents.
- 4.8. to provide a basic level of contents insurance for the Accommodation. Further information on this basic cover is provided in the Student Handbook.

## 5. DEPOSIT

### 5.1. The Student agrees with the College:

5.1.1. to pay a Deposit with the first instalment of the Accommodation Charge if not already paid prior to the date of this licence agreement. The Deposit will be kept by the College and will not be placed in an authorised tenancy deposit protection scheme.

5.1.2. to accept that the College will be entitled at any time to deduct from the Deposit such proportion (up to 100%) of the deposit as may be reasonably necessary to rectify any breaches by the Student of the terms of this agreement, including but not limited to the following:

- a) making good any damage to the Accommodation, Accommodation Contents (except for fair wear and tear), or Common Areas.
- b) replacing any of the Accommodation Contents which may be missing from the Accommodation or damaged beyond repair.
- c) paying an outstanding Accommodation Charge or other money due or payable by the Student under this licence agreement of which the Student has been made aware and which remains after the date on which this payment was due.
- d) paying for the Accommodation to be cleaned (if the Student is in breach of their obligations under this Licence Agreement).
- e) removing and disposing of the Student's personal belongings left in the Accommodation at the end of the Licence Period in accordance with **Clause 3.35**.

5.1.3. where any deductions are made to the Deposit before the end of the Licence Period, to pay to the College on request an amount equal to such deduction to replenish the Deposit.

5.2. If the Student wishes to live in College accommodation in the academic year after the Licence Period of this Licence Agreement, then the College may choose to retain the Deposit and, provided that the Student makes good any deductions at the end of the Licence Period, it will become the deposit of the subsequent accommodation licence.

5.3. If the College does not choose to retain the Deposit, or if the Student confirms that they do not wish to licence College accommodation in the subsequent year, then the College shall refund the Deposit, subject to any deductions, as a credit to the Battels account at the end of the Licence Period.

### 5.4. The College agrees with the Student:

5.4.1. to notify the Student as soon as practicable of any deductions to the Deposit during or at the end of the Licence Period.

5.4.2. Conditional to **Clauses 5.2 and 5.3** to refund the balance (if any) of the Deposit remaining at the end of the Licence Period, after any deductions in accordance with **Clause 5.1.2**, to the Student not later than 28 days after the room has been

vacated and checked. The refund time may take a little longer if there is any damage/cleaning to be addressed. Any queries about the deposit or proposed deposit deduction(s) should be directed to the Domestic Bursar (domestic.bursar@wadham.ox.ac.uk).

## 6. TERMINATION

- 6.1. The licence to occupy granted by this agreement shall end on the earliest of:
- 6.1.1. The last day of the Licence Period, or
  - 6.1.2. the Student
    - a. being suspended or being barred from the College in accordance with the College's rules, Regulations, Codes of Policy, Practice and Procedure.
    - b. ceasing to be a member of the College and/or ceasing to undertake a course of study at the College.
  - 6.1.3. The expiry of notice given by the College to the Student at any time
    - a. On material breach of any of the Student's obligations contained in this Licence.
    - 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 other's property.
- 6.2. The Student may terminate this licence agreement:
- 6.2.1. before the start of the Licence Period if they are not able to take up their course offer and provide notice with immediate effect.
  - 6.2.2. on giving notice to the Domestic Bursar if the College seeks to move the Student to alternative accommodation other than by exercising its right under **Clause 2.5**, unless the Student moves to such alternative accommodation or the reason for the relocation is because the Student is in breach of one or more of their obligations in this licence agreement.
  - 6.2.3. on the expiry of not less than 5 working days' notice to the Domestic Bursar provided that on expiry of such notice:
    - a) a replacement student or College member who is reasonably satisfactory to the College and who is not already occupying other College-owned accommodation enters into a licence agreement with the College; and
    - b) there are no arrears of the Accommodation Charge; and
    - c) 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; and
    - d) the Student pays a fee of £35 towards the College's costs of administration and cleaning the Accommodation.
  - 6.2.4. conditions (a) to (d) 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.
- 6.3. The Student agrees to vacate the Accommodation, Common Facilities and Common Parts immediately when the licence to occupy granted by this agreement ends.

6.4. Termination of this Licence Agreement 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. LIMITATION OF COLLEGE'S LIABILITY

7.1.1. 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.

7.1.2. Student's personal belongings left at the College are at the Student's own risk. The basic student contents insurance under the College's block insurance policy is subject to the conditions, exclusions, limitations and excesses of the policy payable by the Student. Further information on basic content insurance is available on the following website:

<https://www.wadham.ox.ac.uk/current-students/freshers-guide/financial-matters>

7.1.3. The College is not liable to any repairs, losses, claims, demands, actions, costs or expenses caused by the Student. This clause shall not apply where the College has an overriding statutory obligation to make the College safe.

## 8. THIRD PARTY RIGHTS

A person who is not party to this Licence shall not have any benefits or rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

## 9. PRIVACY NOTICE

Any personal data collected in connection with this Licence Agreement will be stored and processed in accordance with the Wadham College Privacy Notice a copy of which is available at:

<https://www.wadham.ox.ac.uk/governance/wadham-college-gdpr-framework>

## 10. GOVERNING LAW

This agreement 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 and Wales.

## 11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).

Student Name (PLEASE PRINT)

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Student Signature

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Date

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Signed on behalf of  
Wadham College, University of Oxford

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**FIRST SCHEDULE**

Accommodation Type	Location	Licence Period	Accommodation Charge
<p><b>Type A</b> En-suite/ Standard,  <b>Term-Time</b></p>	<p>College main site</p>	<p>Shall be the periods between: --- to --- (Michaelmas); --- to --- (Hilary); -- to --- (Trinity). <b>VACATION RESIDENCE IS NOT AVAILABLE IN EN-SUITE ROOMS OR IN STANDARD ROOMS IN STAIRCASES 20, 22, 24 AND 26.</b>  <b>ROOMS MUST BE VACATED BY 10:00 ON THE LAST DAY OF EACH LICENCE PERIOD. VACATION RESIDENCE MAY BE AVAILABLE IN STANDARD ROOMS.</b></p>	<p><b>Accommodation:</b> Shall be the sum of <b>££</b> in respect of the provision of the Accommodation for the College Terms by the College to the Licensee to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. This represents a weekly rate of <b>££</b>.</p> <p><b>Breakfast:</b> Where the College has opted to provide breakfasts within the scope of the Licence for a fixed charge then such an amount shall be added to the cost of the Licence, or if the College has opted to provide breakfasts at no charge then the foregone charge shall be used to calculate the equivalent net cost of the accommodation.</p> <p><b>Plus</b></p> <p><b>Dinner:</b> Shall be the sum of <b>££</b> in respect of the provision of Dinner for the College Terms by the College to the Licensee to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. Dinner provision is Monday to Friday during term-time: from --- to ---.</p>

<p><b>Type B</b> En-suite/ Standard,</p> <p><b>Full Academic Year</b></p>	<p>College main site</p>	<p>Shall be the period between: --- to --- . <b>RESIDENCE DURING CHRISTMAS AND EASTER VACATIONS WILL BE IN STANDARD ROOMS – NOT EN-SUITE ROOM. EN-SUITE ROOMS WILL NEED TO BE VACATED BY THE DATE AND TIME NOTIFIED BY THE ACCOMMODATION OFFICE.</b></p>	<p><b>Accommodation:</b> Shall be the sum of <b>££</b> in respect of the provision of the Accommodation for the College Terms by the College to the Licensee to be paid in instalments of <b>££</b> by the end of the first week of Michaelmas term, <b>££</b> by the end of the first week of Hilary term, and <b>££</b> by the end of the second week in Trinity term. This represents a weekly rate of <b>££</b>.</p> <p><b>Breakfast:</b> Where the College has opted to provide breakfasts within the scope of the Licence for a fixed charge then such an amount shall be added to the cost of the Licence, or if the College has opted to provide breakfasts at no charge then the foregone charge shall be used to calculate the equivalent net cost of the accommodation.</p> <p><b>Plus</b></p> <p><b>Dinner:</b> Shall be the sum of <b>££</b> in respect of the provision of Dinner for the College Terms by the College to the Licensee to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. Dinner provision is Monday to Friday during term-time from --- to ---.</p>
<p><b>Type C</b> Standard</p>	<p>Merifield and Lathbury Road</p>	<p>Shall be the period between: ---to ---</p>	<p>Shall be the sum of <b>££</b> in respect of the provision of the Accommodation to the Licensee for the Licence Period to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. This represents a weekly rate of <b>££</b>.</p>
<p><b>Type D</b> En-suite</p>	<p>Dorothy Wadham Building</p>	<p>Shall be the period between: ---to ---</p>	<p>Shall be the sum of <b>££</b> in respect of the provision of the Accommodation to the Licensee for the Licence Period to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. This represents a weekly rate of <b>££</b>.</p>
<p><b>Type E</b> Percy Street Annex</p>	<p>Percy Street Annex, Dorothy Wadham Building</p>	<p>Shall be the period between: ---to ---</p>	<p>Shall be the sum of <b>££</b> in respect of the provision of the Accommodation to the Licensee for the Licence Period to be paid in three equal instalments of <b>££</b> to be paid by the end of the first week of term in Michaelmas and Hilary terms and by the end of the second week in Trinity term. This represents a weekly rate of <b>££</b>.</p>