

THIS ACCOMMODATION LICENCE AGREEMENT together with the College's Information and Regulations booklet 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 the summary sheet in the Porters' Lodge when you collect your keys. Non-signature does not remove you from its obligations. This licence agreement is governed by English law, which international students may find quite different to the law which applies in their own country. You may wish to take advice before signing.

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|------------------------|---|
| Student                | Your name and home address  |
| College                | Magdalen College Oxford OX1 4AU   |
| Accommodation          | A single College room to be allocated to the Student by the College [partnered graduate flat where applicable]  |
| Accommodation Contents | the fixtures fittings and equipment in the Accommodation as listed on the inventory provided in the room or flat  |
| 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  |
| Contents               | the Accommodation Contents and the College Contents   |
| 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   |
| Payment Dates          | Friday of 1 <sup>st</sup> Week of each of Michaelmas, Hilary and Trinity Terms; payments overdue at the start of 3 <sup>rd</sup> Week attract a charge and interest   |
| Charge                 | The charge, expressed per day, is payable in advance on or before the Payment Dates. This sum includes the price of the Services. The prevailing amount is available on the College's website and on notices at the Bursary or on request to the Home Bursary   |
| Rights                 | (a) to occupy the Accommodation during the Licence Period<br>(b) to use the Contents<br>(c) to use the Common Parts<br>(d) to use the Services<br>(e) to use the College's catering facilities (additional charges apply)   |
| Services               | (a) repair of the College<br>(b) lighting and heating of the College<br>(c) providing hot and cold running water to the Accommodation<br>(d) providing an electricity supply to the Accommodation<br>(e) disposal of rubbish deposited in proper receptacles<br>(f) provision and laundering of bed linen <sup>1</sup><br>(g) cleaning of the Accommodation <sup>1</sup> and the Common Parts |
| Licence Period         | Undergraduates: starting on Thursday 0 <sup>th</sup> Week and ending on Saturday 8 <sup>th</sup> Week each term<br>Graduates: a continuous period starting on Monday 0 <sup>th</sup> Week Michaelmas Term and ending in July 293 days later (payable in three instalments as above)   |

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<sup>1</sup> Except in partnered graduate flats

Graduate Partnered Flats: a continuous period starting on 1<sup>st</sup> October and ending on 31<sup>st</sup> July (payable monthly)

Vacation Residence Any period of occupation of accommodation outside the Licence Period

In this licence agreement “College” includes all buildings belonging to the College for use as student residences and not just the main College building whose address is given on the first page of this licence agreement.

The College agrees to grant and the Student agrees to take a licence of the Accommodation for the Licence Period on the conditions set out in this licence agreement and in the College’s Information and Regulations booklet

## **1.0 Student’s Obligations**

- 1.1 To pay the Charge to the College in advance on or before the Payment Dates
  - 1.2 To check the inventory and report any discrepancy to the College Steward within 7 days of the start of the Licence Period
  - 1.3 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents and the Common Parts in a clean and tidy condition and not to damage them
  - 1.4 At the end of the Licence Period to leave the Accommodation (in a clean and tidy condition and clear of all rubbish and personal belongings) and to return to the College the keys/passes/entry cards to the Accommodation
  - 1.5 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
  - 1.6 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
  - 1.7 To comply with The University of Oxford’s Regulations and with the College’s Regulations previously made available to the Student and available at [www.magd.ox.ac.uk](http://www.magd.ox.ac.uk)
  - 1.8 To report to the College as directed in the College Information and Regulations [www.magd.ox.ac.uk](http://www.magd.ox.ac.uk) 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
  - 1.9 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 an administration and interest charge)
  - 1.10 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 £20 administration fee per student. 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
  - 1.11 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation
  - 1.12 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
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College's or other people's property or the College's block insurance statement at risk. Any portable electrical appliance should be tested in accordance with the College's PAT statement (Information and Regulations booklet) 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 Period

- 1.13 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and not at any time to leave any Accommodation unoccupied without locking the door. Not to leave the College main gate unlocked after hours
  - 1.14 To comply with the College's environmental statement (Information and Regulations booklet) 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 and others
  - 1.15 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
  - 1.16 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
  - 1.17 Not to bring additional furniture (including items such as upholstered items, fridges and cookers) into the College without the Home Bursar's prior written consent. Televisions (in accommodation), kettles and toasters (strictly in kitchens only) are permitted, subject to the College's Health & Safety Statement (Information and Regulations booklet) and the College's Information and Regulations
  - 1.18 Not to use the Accommodation for any other purpose other than as a study bedroom
  - 1.19 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed, in guest rooms, on the conditions set out in the College's Information and Regulations. Children of any age may not be accommodated in College accommodation at any time.
  - 1.20 Not to have any visitors in College who are not College members after midnight unless they have been booked into a guest room for that night.
  - 1.21 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others; to observe music hours (Information and Regulations booklet)
  - 1.22 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
  - 1.23 Not to bring into the College 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.
  - 1.24 Not to keep any vehicle or vehicle parts in any part of College other than (a) cars bearing a valid College parking permit in the designated car park, (b) bicycles in the designated cycle bays; or (c) mobility assistance vehicles 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). All bicycles in any part of the College must bear a College security/identity sticker and be removed at the end the academic year unless prior arrangements have been made for storage.
  - 1.25 Not to cause any obstruction of the Common Parts
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- 1.26 Not to smoke, or allow personal visitors to smoke anywhere inside the College buildings including the Cloisters, New Buildings Colonnade, Grove Colonnade, Lodge Outer Lobby or archways between quads.
- 1.27 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Porters' Lodge as soon as reasonably practicable (and in any event within 48 hours)

## **2.0 College's Obligations**

- 2.1 To provide the Services, subject to the College's Information and Regulations ([www.magd.ox.ac.uk](http://www.magd.ox.ac.uk)) 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
  - 2.2 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
  - 2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary, particularly during examination periods
  - 2.4 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
  - 2.5 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) statement;
    - (c) Fault reporting and emergency procedures for use of the College laundry;
    - (d) The Universities UK Code of Practice for the Management of Student Housing
    - (e) The College's security statement
    - (f) The College's service level statement on reporting and rectification of building defects
  - 2.6 Before the end of the first week of the licence period in Michaelmas Term 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 mis-use 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 Porter, 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
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- 2.7 To give a receipt for any of the Student's property which is confiscated under the terms of this licence agreement.
- 2.8 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
- 2.9 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order
- 2.10 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College

### **3.0 Other Conditions**

- 3.1 The Student is responsible for the conduct of any invited visitor(s)
  - 3.2 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, the College's insurance policy, 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
  - 3.3 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.
  - 3.4 Any Vacation Residence applied for and approved by the College will be subject to all the provisions of this Agreement. The College will provide an opportunity each term for students to apply for Vacation Residence without obligation to house them in the same accommodation as they do during the Licence Period. Late applications for Vacation Residence will be subject to a £10 charge. Unauthorised Vacation Residence and the non-return of keys to the Lodge upon departure will attract a charge at twice the daily Charge
  - 3.5 The College is not liable to repair any damage caused by the Student unless the cost is met by the Student. This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
  - 3.6 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
  - 3.7 This licence agreement does not affect the disciplinary powers of the College
  - 3.8 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 and may make a reasonable charge for its storage
  - 3.9 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
  - 3.10 This licence agreement is not intended to confer any benefit to anyone who is not party to it
  - 3.11 This licence agreement and the policies referred to in it (together with the College Information and Regulations), 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 Home Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made
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#### 4.0 Termination of this Licence agreement

4.1 Unless the Student has made arrangements with the College for late arrival this licence agreement will automatically terminate if the Student has not taken up residence by Tuesday of 1<sup>st</sup> Week but the Student will be liable for the Charge unless waived at the discretion of the Home Bursar

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 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

4.3 The Student may only terminate this licence agreement in accordance with this clause, and will remain liable for the Charge until:

- (a) the Student has given notice to the Home Bursar 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 Student's obligations in this licence agreement; **and**
- (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 seek a replacement, but does not guarantee it will be able to find one); **and**
- (d) the Student pays a fee (£50 where the College finds a replacement student or £25 where the Student finds a replacement student) towards the College's costs of administration and cleaning the Accommodation

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 Charge 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.

Or:

Graduate students and 2<sup>nd</sup> BM students may invoke the provisions set out in Section 31 of the Information and Regulations booklet for early departure and absence during elective periods and / or their district hospital placement

4.4 (a) 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

- (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 £35

4.5 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 Licence Period remains unexpired

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