licensure to occupy graduate rooms belonging to st hilda’s college

1. particulars

a. start date *date* (sunday 0th week)
b. the licensor the principal and fellows of st hilda's college in the university of oxford.
c. the licensee *name*
d. the property *building and room number*, room in the building or such other property as the licensor directs from time to time in the college property
e. licence fee £*amount*, subject to any increase decided by the licensor following negotiations between the licensor and student representatives.
f. the building *building name*
g. the college property the building and/or any other property owned or occupied by the licensor
h. tuition fees any tuition fees or other charges payable by the licensee to the licensor or to the university of oxford
i. licensor's contents all items, furniture, fixtures, fittings and any other items furniture, fixtures, fittings as shall be provided by the college whether at the time of occupancy or at any other time thereafter by the college and located in the property
j. term 51 weeks
k. extra residence approved occupation of the property outside the dates of this agreement

1.1 the licensee agrees to occupy the property for 51 weeks during the academic year *year* as a licensee only. nothing contained in this agreement shall be deemed to be or intended to create a tenancy of the property.

1.2 this licence is personal to the licensee and the licensee shall not transfer this interest in any manner whatsoever.

1.3 in addition to the right of the licensor to direct the licensee to occupy any other rooms or property within the college property the licensor shall be at liberty to without compensation allocate any other property within the college property to the licensee if the property occupied by the licensee at that time is required by the licensor for decoration, maintenance or any other reason.

1.4 the licensee shall have the right to use the front door, entrance hall, staircase and landings of the building (if applicable), and to use kitchen toilets, bath or shower rooms, gardens and cycle store, where applicable, in common with the other licensees.
1.5 The Licensor will retain a set of keys for the Property and they or anyone authorised by them shall have right to access the Property at any reasonable time without providing the Licensee with any prior notice & for any reason or purpose whatsoever.

2. LICENSEE’S OBLIGATIONS

The Licensee agrees with the Licensor as follows:

2.1 To pay the Licence fee in respect of each Term in advance at the commencement of each Term

2.2 If the Licence fee is not paid on the due date to pay interest at a compound rate of 2% per month or part thereof until payment and in addition if the Licensee’s cheque is refused by the bank to pay a penalty of £15 to the Licensor.

2.3 To pay the Licence fee in respect of any period in excess of 27 weeks in advance at the rate for Extra Residence negotiated between the Licensor and student representatives. The Licensor shall not be under any obligation to agree to such period.

2.4 To pay the replacement value of any of the Licensor’s Contents which in the Licensor’s opinion have been damaged by the Licensee during the course of this licence (reasonable wear and tear excepted); and to pay the cost of any redecoration that may in the Licensor’s opinion be necessary as a result of the misuse of the property.

2.5 Not to use the Property in such a way as to cause damage to it or to the Licensor’s Contents or to cause annoyance, danger or nuisance to the Licensor, the other licensees or students;

2.6. To allow access to the Property for maintenance staff and others authorised by the Licensor at all reasonable times, for the purpose of maintaining and cleaning the Building or for checking the state and condition of the Property and the contents and any electrical appliances;

2.7 Not to damage any of the Licensor’s Contents in the Property and/or communal areas applicable thereto or remove any of the Licensor’s Contents from the Property and/or communal areas applicable thereto and to keep all equipment in the Property and communal areas (except where these are expressed to be the responsibility of the Licensor) in good repair and condition;

2.8 To report any damage, loss or malfunction to the Licensor’s in writing as soon as reasonably possible

2.9 To keep the Property in a clean and tidy condition and not to use blu-tack, sellotape or similar material on the walls howsoever constructed, woodwork and windows including (but not exclusively) doors, fixtures and fittings

2.10 To comply with all reasonable and lawful regulations made by the Licensor from time to time in respect of the occupancy of the Property

2.11 Not to carry out any decoration maintenance or alterations to the Property

2.12. Not to carry out any trade or business at the Property

2.13 To observe fire and safety regulations and not to interfere with the fire fighting equipment

2.14 To observe all statutory obligations relating to the Licensee’s occupation of the Property and in particular to register for and pay any personal or local taxes levied on the Property and to obtain an appropriate licence for any television set used in the Property
2.15 The Licensee is required not to use any electrical appliances such as the Licensee may choose to install in the Property and/or communal areas which have not been properly maintained and serviced and/or checked by a suitably qualified electrician as may be required by the manufacturer or statute or are known or ought to be known by the Licensee to be defective for whatever reason. To use only those electrical appliances which have been individually checked and approved by the Licensor.

2.16 Not to keep any pet in the Property.

2.17 To deliver up the Property and the Licensor’s Contents in a clean and tidy condition to the Licensor at the end of the licence period unless prior arrangements have been made for Extra Residence.

2.18 To clear the Property of all the Licensee’s belongings at the end of the rental period.

2.19 To use their best endeavours to share use of the Building amicably and peaceably with the Licensor and such other licensees as the Licensor from time to time permits to use the Building and must not interfere or otherwise obstruct such shared occupation in any way whatsoever.

2.20 To pay the Licensor the full cost of replacement if the Licensee loses the keys issued to the Licensee by the Licensor.

3. LICENSOR’S OBLIGATIONS

3.1 The Licensor agrees with the Licensee:

3.2 To insure the Property and the Licensor’s Contents for loss or damage by fire and all the other risks usually covered by a normal household comprehensive policy but any items belonging to the Licensee and stored or used on the Property shall be at the Licensee’s own risk. The Licensor hereby gives notice that the Licensee will not be provided with any indemnity for any loss or damage caused to the Licensee’s property and possessions stored and/or used on the Property. Such possessions of the Licensee remain on the Property at the Licensee’s own risk at all times.

3.3 To maintain the interior and exterior of the Property in good repair.

3.4 To maintain the walls, floors, ceilings and windows of the communal areas in a clean condition.

3.5 To repair the refrigerators and cookers in the communal areas where repairs result from fair wear and tear and to replace any refrigerators and cookers that are at the end of their useful life.

3.6 The Licensor will provide the following services to the Licensee:

3.6.1 Cleaning of the Property (fortnightly, although please note this may change in event of Government guidance or restrictions)

3.6.2 Cleaning of the communal areas of the Building (daily/weekly although this may change due to Government guidance or restrictions)

3.6.3 Where cleaning is reduced or, if necessary, withdrawn due to Government guidance or restrictions additional supplies will be provided in lieu of cleaning.

4. TERMINATION

The Licensor may terminate this Licence immediately if:

4.1 The Licence fee or any part of it is in arrears for 2 weeks or more (without the need for any formal demand) or
4.2 The Tuition Fees remains unpaid 2 weeks after they have demanded in writing from the Licensees

4.3 The Licensee breaches any of the obligations set out in this Licence or

4.4 The Licensee withdraws from the course which was offered or was being pursued at the commencement of this Licence

SIGNED [on behalf of the Licensor]  SIGNED [by the Licensee]

DATED ........................................ DATED ........................................