LEGALLY PRIVILEGED

BALLIOL COLLEGE OXFORD

-and-

THE STUDENT

LICENCE TO OCCUPY

relating to
student accommodation at Balliol College Oxford

Blake Morgan LLP
Seacourt Tower
West Way
Oxford OX2 0FB
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THIS LICENCE AGREEMENT is dated and comes into effect on the date on which the Accommodation Acceptance Form is signed

PARTIES

(1) "BALLIOL COLLEGE"

(2) "the Student" — A junior member of Balliol College or of any other college within the University of Oxford whose name and (if any) address is stated in the Accommodation Acceptance Form

AGREED TERMS

1. Definitions and Interpretation

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

1.1	"Accommodation"	means the residential accommodation within the College specified in the Accommodation Acceptance Form in respect of which the Student has been issued a Pass
1.2	"Accommodation Acceptance Form"	means the form specifying the name of the Student, the Accommodation and the Rate signed by the Student on or before the commencement of the Licence Period to signify the Student's acceptance of the terms and conditions of this Licence Agreement.
1.3	"Building"	the building at the College within which the Accommodation is situated
1.4	"Charge"	the amount payable by the Student to Balliol College for the Accommodation at the Rate or such other amount as Balliol may from time to time reasonably determine on giving not less than one month's written notice due to changes in taxation, utility costs, statutory requirements or material increases in operational costs

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1.5	"Code of Practice"	means the Code of Practice for the Management of Student Housing (https://www.universitiesuk.ac.uk/topics/students/student-support/accommodation-code-practice) published from time to time by Universities UK and under which Balliol College is an accredited institution
1.6	"College"	means the buildings and grounds comprising Balliol College Oxford
1.7	"Common Facilities"	means the kitchens bathrooms and WCs within the Building intended for the shared use of the Student and other occupiers of the Building
1.8	"Common Parts"	means such paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Accommodation as designated from time to time by Balliol College
1.9	"Competent Authority"	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers
1.10	"Contents"	means the fixtures fittings and equipment in the Accommodation as listed in the inventory supplied by Balliol College on or before the commencement of the Licence Period
1.11	"Full Term"	means any one of the full terms of the University of Oxford comprising Michaelmas Term Hilary Term and Trinity Term
1.12	“Handbook”	means the handbook containing information and regulations for junior members of Balliol College from time to time in force and set out in the handbook provided for or made available to the Student on or before the commencement

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		of this Licence and unless the context otherwise requires the information and regulations in the handbook shall apply to the Student as if the Student was a member of Balliol
1.13	"Licence Period"	means the period or periods during which the Accommodation is available for use and occupation by the Student as specified in the Accommodation Acceptance Form or if sooner until the date on which this Licence is determined in accordance with Clause 4
1.14	"Necessary Consents"	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use
1.15	"Pass"	means any key, electronic fob, smartcard, downloadable app or code or similar device issued by the College permitting the holder to access the Accommodation and the College when locked
1.16	"Permitted Use"	means residential use as a study bedroom for occupation by the Student while undertaking a full-time course of study at Balliol College
1.17	"Rate"	means the rate applicable to the Accommodation specified in the Accommodation Acceptance Form
1.18	"Services"	the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities
1.19	"Service Media"	means all media for the Services and all structures, machinery and equipment ancillary to those media.
1.20	"Vacation"	means any period which is not a Licence Period

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1.21 Clause headings shall not affect the interpretation of this Licence.

1.22 In case of any inconsistency or conflict between the terms and conditions of this Agreement and the Accommodation Acceptance Form, the Accommodation Acceptance Form shall prevail.

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

1.24 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.25 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.26 A reference to writing or written includes email but excludes fax.

1.27 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.28 References to clauses are to the clauses of this Licence.

1.29 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.30 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

2.1 In consideration of the Charge and subject to Clause 3 and Clause 4, Balliol College permits the Student to occupy the Accommodation for the Permitted Use for the Licence Period in common with Balliol and all others authorised by Balliol (so far as is not inconsistent with the rights given to the Student to use the Accommodation for the Permitted Use) together with the right for the Student to use:

2.1.1 such parts of the Common Parts for the purpose of access to and egress from the Accommodation as shall from time to time be designated by Balliol for such purpose.

2.1.2 the Common Facilities

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2.1.3 the Service Media serving the Accommodation

but reserving to Balliol College the right for its employees, agents, contractors, welfare staff, deans, receptionists and other authorised persons to enter the Accommodation at reasonable times for welfare, pastoral, disciplinary, safeguarding, management, inspection, cleaning, maintenance, compliance or security purposes.

2.2 The Student acknowledges that:

2.2.1 the Student shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between Balliol College and the Student by this Licence;

2.2.2 Balliol College retains control, possession and management of the Accommodation and the Student has no right to exclude Balliol from the Accommodation;

2.2.3 the licence to occupy granted by this agreement is personal to the Student and is not assignable;

2.2.4 the Accommodation (if it includes more than one bedroom) may be shared only with another junior member of Balliol College who has entered into an agreement with Balliol on the same terms as this Licence

2.2.5 without prejudice to its rights under Clause 5, Balliol College shall be entitled at any time on giving not less than 3 days' notice (except in emergency) to require the Student to transfer to alternative accommodation elsewhere within the College and the Student shall comply with such requirement whereupon this Licence shall apply to the new accommodation once all necessary consequential changes have been made

2.3 If Balliol College agrees in writing to allow the Student to remain in occupation of the Accommodation or any other equivalent accommodation within the College during a Vacation the Student's occupation shall be governed by the terms of this Agreement once all necessary consequential changes have been made subject to the payment of the Charge (at the Rate determined on a daily basis) for each day when the Accommodation or equivalent accommodation is occupied by the Student. The rate for occupation of non-equivalent occupation shall be that notified by Balliol on acceptance of the Student's application for Vacation residence.

3. Student's obligations

The Student agrees and undertakes:

3.1 to pay to Balliol College the Charge without any deduction in advance on or before the Friday of the first week of each Full Term

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3.2 without prejudice to any other remedy of Balliol College if the whole or part of the Charge has not been paid within 14 days of its due date to pay to Balliol interest on the amount outstanding at the rate of 2% per annum above the base rate of National Westminster Bank from time to time in force from the date payment became due until the date of actual payment

3.3 to keep the Accommodation clean, tidy and clear of rubbish;

3.4 not to use the Accommodation other than for the Permitted Use;

3.5 not at any time to leave the Accommodation unoccupied without locking the door and (if the Accommodation is on the ground floor and first floor of the Building) not to leave the Accommodation unoccupied without first closing and locking the windows

3.6 not to make any alteration or addition whatsoever to the Accommodation or the Service Media or the Services;

3.7 not to use fairy lights or display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Accommodation or elsewhere in the Building or the College

3.8 (subject to Clause 2.2.4) not to share the Accommodation with anyone or purport to sublet or transfer it to any other person

3.9 not at any time to part with possession or control of the Pass and shall forthwith;

3.9.1 to report any loss to Balliol College;

3.9.2 if the Pass is lost, to pay the reasonable cost incurred by Balliol for providing a replacement Pass;

3.10 not to exchange the Accommodation with an occupier of other accommodation within the College without Balliol's written consent, such consent not to be unreasonably withheld and provided a new Accommodation Acceptance Forms are signed by both the exchanging parties

3.11 not during the Licence Period to keep any motor vehicle or vehicle parts within the City of Oxford other than a mobility assistance vehicle

3.12 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

3.13 not to bring into the Building any animal unless an assistance dog recognised by Balliol College as an aid for a person with a disability subject to having obtained Balliol's prior written approval.

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3.14 not to smoke or vape anywhere within the College (including the Accommodation) except in areas designated by Balliol College for that purpose and not to keep or permit to be kept or to take drugs other than for presented medicinal purposes

3.15 not to burn anything in the Accommodation whether or not using a naked flame including without limitation not to cause or permit the use of candles

3.16 not to cook in the Accommodation nor bring into the Accommodation any cooking equipment

3.17 not to tamper with any window restrictions within the Building;

3.18 not to do or permit to be done on the Accommodation anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Balliol or to occupiers of the College or any owner or occupier of neighbouring property;

3.19 to report to Balliol College any discrepancy between the Contents in the Accommodation and the Inventory within seven days from the first day of each Licence Period;

3.20 not to cause or permit to be caused any damage to:

3.20.1 the Accommodation, the Building or the College (including their decorative finishes); or

3.20.2 the Contents;

and not to repair (or procure the repair of) any such damage but immediately report to Balliol any damage or want of repair or any failure in the provision of any of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.

3.21 to indemnify Balliol College on demand against the cost of making good any damage or destruction caused or permitted by the Student in breach of Clause 3.20;

3.22 not to remove any furniture or equipment from the Accommodation nor bring any additional furniture or equipment (including upholstered items fridges electrical heaters or other electrical goods and cookers) into the College without complying with the regulations contained in the Handbook;

3.23 not to cause or permit anything harmful or which is likely to cause blockage in any of the drainage or water pipes within the Building;

3.24 not to obstruct or damage the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish on them except in waste receptacles;

3.25 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Accommodation or which will or might vitiate in whole or in part any insurance effected by Balliol in respect of the Accommodation and the College from time to time;

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3.26 to comply with all laws and with any recommendations of the relevant suppliers relating to the Services and the Service Media to or from the Accommodation;

3.27 to observe and perform the provisions of the Handbook and any variation thereof from time to time notified to the Student and for the avoidance of doubt this clause shall apply whether or not the Student is a member of Balliol College;

3.28 without prejudice to Clause 2.2.2 to permit the College at all times to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair, and for cleaning and in emergency;

3.29 to maintain a reasonably safe environment within the Accommodation for the employees of Balliol College who may have to enter the Accommodation for any purpose and without prejudice to the generality of the foregoing to ensure that cables connected to personal electrical equipment are safe and will not cause a trip hazard;

3.30 not to cause or permit by any act or omission a breach of any of the obligations of Balliol College under the Code of Practice;

3.31 at the end of each Licence Period:

3.31.1 to leave the Accommodation in a clean and tidy condition

3.31.2 to remove the Student's furniture equipment and goods from the Accommodation

3.31.3 return to Balliol the keys/fob to the Accommodation;

3.32 to indemnify Balliol College and keep Balliol College indemnified against all foreseeable losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

3.32.1 any breach of the Student's undertakings contained in this Clause 3; and/or

3.32.2 the exercise of any rights given in Clause 2;

3.33 without prejudice to Clause 3.31 if the Student shall remain in occupation of the Accommodation without Balliol College having agreed Vacation residence pursuant to Clause 2.3 the Student shall pay to the College for each day of occupation a daily charge of Balliol's standard charge for letting the Accommodation commercially and shall otherwise occupy the Accommodation on the same terms as this Licence;

4. BALLIOL COLLEGE'S obligations

During the Licence Period Balliol College undertakes with the Student

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4.1 subject to the Student observing and performing its obligations under Clause 3.30 to comply with the Code of Practice

4.2 to keep the Building including the Accommodation in reasonable repair

4.3 to provide electricity heating lighting hot and cold running water to the Accommodation and to the Common Facilities without being liable for interruptions beyond its reasonable control

4.4 to clean the Accommodation and the Common Parts

4.5 to dispose of rubbish deposited only in receptacles provided for that purpose

4.6 to give not less than 7 days' prior notice to the Student for planned maintenance work affecting the Accommodation and 24 hours prior notice for other purposes other than for the purposes set out in Clause 3.28 (when no notice shall be required).

4.7 to insure the Building (including the Accommodation) fully comprehensively

5. Council Tax

5.1 The Student shall promptly provide to Balliol College on request such evidence as Balliol may reasonably require concerning the Student's status for Council Tax purposes including evidence of full-time student status.

5.2 The Student shall immediately notify Balliol College if:

5.2.1 the Student ceases to qualify as a full-time student for Council Tax purposes;

5.2.2 the Accommodation is occupied by any person who is not exempt from liability for Council Tax; or

5.2.3 any circumstances arise which may affect any exemption or disregard relating to Council Tax.

5.3 The Student shall pay any Council Tax for which he or she is liable, and shall indemnify Balliol College against any Council Tax, charges, penalties, interest, costs or expenses payable in respect of the Accommodation arising:

5.3.1 from the Student ceasing to qualify for exemption or disregard for Council Tax purposes;

5.3.2 from occupation of the Accommodation by any other occupier who is not exempt from Council Tax; or

5.3.3 from any inaccurate or misleading information supplied by the Student.

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5.4 Nothing in this Agreement shall oblige Balliol College to permit occupation by any person whose occupation may adversely affect any Council Tax exemption applying to the Accommodation or the Building.

6. Termination

6.1 This Agreement shall end on the earliest of:

6.1.1 the last day of the Licence Period; or

6.1.2 a day on which the Student

(a) has been suspended by or has been barred from the College pursuant to Balliol College's bylaws or statutes

(b) has ceased to be a member of Balliol College and/or has ceased to be undergoing a course of education at Balliol;

6.1.3 the expiry of notice given by Balliol College to the Student at any time:

(a) on material breach of any of the Student's obligations contained in Clause 3;

(b) if in the reasonable opinion of Balliol College, the health or the conduct of the Student constitutes a serious risk to the Student or others or to Balliol's or others' property.

6.2 This Agreement shall also end if the Student:

6.2.1 is not in occupation of the Accommodation during the Licence Period; and

6.2.2 has not resumed occupation before the expiry of at least one week's notice given by Balliol College to the Student or if sooner by the end of the relevant Full Term

provided that if before expiry of such notice a replacement occupier satisfactory to Balliol has entered into an agreement to take the Accommodation this Agreement shall not terminate but shall continue until a replacement occupier's occupation of the Accommodation commences.

6.3 During a period when the Agreement is continuing under Clause 6.2 all the terms of this Agreement shall remain in full force and effect save that the Student shall not be permitted to occupy the Accommodation unless Balliol College agrees at the Student's request to withdraw the notice.

6.4 The Student may terminate this Agreement:-

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6.4.1 on giving notice to Balliol College if Balliol exercises its right under Clause 2.2.5 to require the Student to move to alternative accommodation unless the Student moves to such alternative accommodation;

6.4.2 on the expiry of not less than 5 working days' notice to Balliol College provided that on expiry of such notice:-

(a) there are no arrears of the Charge;

(b) no person is in occupation of the Accommodation unless with the consent of Balliol

(c) the Student is not in material breach of any of its obligations under this Licence;

(d) a replacement occupier satisfactory to Balliol College who is not occupying other accommodation at the College has entered into an agreement to take the Accommodation on the terms of this Licence having made all necessary consequential changes; and

6.5 Termination of this Licence 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. Notices

7.1 Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or by other next working day delivery service to the relevant party as follows:

7.1.1 to Balliol College marked for the attention of the Domestic Bursar and

7.1.2 to the Student at the Accommodation or at the Student's address (if any) given in the Accommodation Acceptance Form

or as otherwise specified by the relevant party by notice in writing to the other party.

7.2 Any notice or other communication given in accordance with Clause 7.1 will be deemed to have been received:

7.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or

7.2.2 if sent by email to the last known email address of the Student or of the Domestic Bursar of Balliol College (as the case may be) at the time of receipt;

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7.2.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Limitation of College's liability

8.1 Subject to Clause 8.2, Balliol College is not liable for:

8.1.1 the death of, or injury to the Student, or invitees to the Accommodation; or

8.1.2 damage to any property of the Student or invitees to the Accommodation; or

8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Student or invitees to the Accommodation in the exercise or purported exercise of the rights granted by Clause 2.

8.2 Nothing in Clause 8.1 shall limit or exclude Balliol College's liability for:

8.2.1 death or personal injury or damage to property caused by negligence on the part of Balliol or its employees or agents; or

8.2.2 any matter in respect of which it would be unlawful for Balliol to exclude or restrict liability.

9. Third party rights

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

10. Governing law

This licence 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.

11. Jurisdiction

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

This Licence has been entered into on the date stated in the Accommodation Acceptance Form.

SIGNED by Keeley Mortimer for and on behalf of BALLIOL COLLEGE



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