

**Terms and Conditions  
of the Student Tenancy to Occupy Residential Premises  
Balliol College 2017-18**

THIS STUDENT TENANCY AGREEMENT and the College Handbook (available at <http://www.balliol.ox.ac.uk/college-handbook>) create legally binding obligations between the College and Student Tenant, so please read them and make sure you understand and agree to them before you sign.

This Tenancy Agreement is governed by English law which international students may find quite different to the law which applies in their own country.

Balliol College complies with the Universities UK (UUK) Accommodation Code of Practice (ACOP). Further details can be found at:  
<http://www.universitiesuk.ac.uk/acop>

- 1. The Student Tenant will:**
  - 1.1 Comply with any Rules and Regulations of the College together with any Rules for Residence of the College or of the University as may be in force. These are available on request from the College Office and are stated in the College Handbook.
  - 1.2 Subject to any extension of time for payment being granted, pay the College the appropriate instalment of the tenancy fee as set out in the Student Tenancy to Occupy Residential Premises by noon on the Friday of 1st Week of each term. The tenancy period is as set out in the Student Tenancy to Occupy Residential Premises. Application to occupy beyond this period must be in writing to the Domestic Manager and agreed by her.
  - 1.3 Return to the College the key or keys to the residential premises at the end of each tenancy period (normally noon on the Tuesday of 9th Week). Failing which reimburse the College with the cost of replacing the key(s), currently £20.00 per key
  - 1.4 Be the sole occupier of the residential premises.
  - 1.5 Inform the College in writing addressed to the Domestic Manager of:
    - a. any defect in the residential premises;
    - b. any deficiency of furniture or fittings.
  - 1.6 Permit the College's employees or agents to enter the residential premises to inspect the same and the College's furniture and effects therein and carry out any works of maintenance or repair to the residential premises or elsewhere which the College may consider to be necessary. Such entry to be granted following the giving of reasonable notice by the College to the tenant save in the event of an emergency or other circumstances justifying immediate inspection.

- 1.7 Allow inspection of the residential premises by other students for the purposes of choosing rooms for the following year, under supervision of persons authorised by College, on a maximum of three occasions, which will be negotiated between the MCR or JCR President and the Domestic Manager and announced with at least one week's notice.
- 1.8 Allow persons so authorised by the College to enter residential premises with advance notice wherever practical to remove anything found in the residential premises referred to in 2.4, 2.10, 2.14, 2.15, 2.20.
- 1.9 Keep the residential premises in a clean and sanitary condition.
- 1.10 Maintain a reasonably safe environment for College staff who may have to enter the premises, e.g. Scouts and Maintenance.
- 1.11 At all times other than the tenancy period(s) (except with express agreement) clear all personal effects from the residential premises.
- 1.12 Without prejudice to 2.11 comply immediately with any requirement notified in writing to ensure the safe use of electrical apparatus.
- 1.13 Comply with all such fire safety procedures as are currently in force and which have been notified to the Tenant, but without prejudice to the generality of the foregoing, to evacuate the residential premises immediately on the sounding of the fire alarm.
- 1.14 Make the residential premises available for access by the cleaner by 9.00am on every weekday.
- 1.15 Reimburse the College with the cost of works or supplies and equipment needing to be replaced at the residential premises as a result of damage or loss however caused (save that insofar as only such damage was caused by an employee or agent of the College) which is not attributable to fair wear and tear, as well as storage charges for any item removed from residential premises under clause 1.8 as may be agreed or in default of agreement as shall be determined by a person not in the paid full-time employment of the College to be nominated by the Domestic Bursar.
- 1.16 Occupy the residential accommodation for the whole of the tenancy period subject to termination of this tenancy in accordance with paragraphs 5 or 6.
- 1.17 In the event that the tenant, being other than a first-year student, fails to take up residence in the residential accommodation, pay to the College the greater of:
  - an amount equal to the nightly rate, multiplied by the number of nights of the tenancy period for which the residential premises remain vacant;
  - the sums set out above until such time as an alternative tenant occupies the said residential premises. If the tenant fails to take up residence the College will, after giving the tenant 7 days' written notice to this effect, seek to find an alternative tenant for the residential premises.
- 1.18 If the Tenancy shall be terminated prior to the end of the tenancy period (whether pursuant to paragraphs 1.15, 5 or 6 below or in some other way), pay the tenancy fee for so long as the tenant shall occupy the residential premises. The College will refund to any tenant any overpaid tenancy fee so calculated following the termination of the tenancy save that the College will be entitled to use any such overpaid tenancy fee towards payment of any repairs and/or replacement equipment pursuant to paragraph 1.15 above and/or any legal or other costs incurred by the College in recovering possession of the residential premises from the tenant following the termination of the tenancy.
- 1.19 If the tenant remains in occupation of the residential premises following the expiry of the tenancy period referred to in paragraph 1.2 (except when a vacation extension has been agreed) and in the Student Tenancy

to Occupy Residential Premises, pay to the College the greater of the following:

- a. an amount equal to the nightly rate payable during term time multiplied by the number of nights when the tenant occupies the residential premises after the expiry of the tenancy period or of any further occupation authorised by the College following the expiry of the tenancy, or
- b. such sum as the College may lose in the event of the residential premises having been let to third parties outside the tenancy period and the College having to cancel or make alternative arrangements for any such third party as a result of the tenant's unauthorised occupation outside the said tenancy period.

**2. The Student Tenant will not:**

- 2.1 Make or suffer to be made any alterations to the internal or external finishes of the residential premises or adjoining properties including the erection of any external TV or radio aerial or satellite dish.
- 2.2 Damage or suffer to be damaged any part of the residential premises.
- 2.3 Remove from the residential premises any furniture or fittings which are the property of the College.
- 2.4 Place in the residential premises any soft furnishings without the permission of the Domestic Manager.
- 2.5 Install or erect additional fittings or suffer these to be installed or erected in or on the residential premises or adjoining properties.
- 2.6 Assign or part with possession of the whole or any part of the residential premises.
- 2.7 Allow guests to occupy the residential premises for the purpose of sleeping overnight unless the Lodge has been notified.
- 2.8 Use or permit to be used the room(s) otherwise than as a private study bedroom for occupation by the tenant alone.
- 2.9 Interfere with or suffer others to interfere with any fire-fighting equipment or other fire-fighting facilities or do or suffer to be done anything to the prejudice of the validity of the fire insurance policies for the time being subsisting in relation to the residential premises.
- 2.10 Use or keep in the residential premises any device or apparatus for lighting or heating by the ignition of combustible materials including wax candles and petroleum products.
- 2.11 Use in the residential premises any electrical or cooking appliance other than those appliances for the personal use of the tenant being: bedside lamp/kettle/TV/DVD player/ domestic iron/ hairdryer/hi-fi equipment/PC/PC peripherals/shaver/appliance re-charger or such other appliances as may be specifically approved in writing by the College.
- 2.12 Keep pets of any description in the residential premises.
- 2.13 Dry or air clothes or linen of any kind (other than on a designated washing line) outside the residential premises.
- 2.14 Bring into or store in the residential premises or adjoining properties belonging to the College or in any areas other than those duly authorised by the College for such purposes, bicycles or motor vehicles of any kind including motor cycles and mopeds, or substantial parts there from.
- 2.15 Bring firearms, fireworks, or other weapons including air guns and air pistols into the residential premises.
- 2.16 Make, permit or suffer to be made duplicates of the key or keys to the residential premises.

- 2.17 Allow persons, save for guests so authorised within 2.7 above, on the premises between 11.30pm and 8.00am.
- 2.18 Do or encourage to be done on the residential premises or on any adjoining premises belonging to the College anything which is unlawful or which may be or become a nuisance, annoyance or offence to the College or to the occupiers of other premises. In particular excessive noise is to be avoided at all times and especially between 11.30pm and 8.00am.
- 2.19 Place on any ceiling, window or light fitting of the study bedrooms any posters, paper, material or covering of any kind unless the College has given prior authority in writing allowing the tenant to do so.
- 2.20 Place on any wall of the study bedrooms any posters or paper material (other than affixed to notice boards) with Blu/White Tack that subsequently causes damage to the fabric of the room.
- 2.21 Sub-let the study/bedroom.
- 2.22 Apply for any parking permit issued by a local authority in respect of the residential premises, without the permission of the JCR/MCR President or Domestic Bursar.

### **3. The College will:**

- 3.1 Provide hot and cold water, heating, internet access (subject to the College's IT policy) and lighting.
- 3.2 Provide daily, excluding Saturdays and Sundays, public holidays and days when the College is closed, cleaning services in all public areas including toilets, bathrooms, kitchens, and the removal of rubbish from student study bedrooms.
- 3.3 Provide cleaning services once weekly in all study bedrooms. This will include cleaning of wash basins and mirror, showers where applicable, all cleared surfaces, vacuum cleaning.
- 3.4 Not be liable to the tenant for any loss, damage or inconvenience which may be suffered by the tenant as a direct or indirect result of the inability of the College by reason of circumstances or events beyond the College's reasonable control to provide equipment, commodities and services in accordance with the tenancy, including without prejudice to the foregoing in the event that heating and/or electricity apparatus is shut down for the purpose of essential maintenance and/or so that the College may comply with its statutory obligations with regard to such apparatus.
- 3.5 Not be liable for any nuisance loss or inconvenience to the tenant arising out of any building construction maintenance or repair work to the residential premises the building in which they are situated or any neighbouring land or buildings save and insofar as any such loss is caused by the negligence of the College's employees or agents
- 3.6 Endeavour at all times to give the tenant reasonable advance notice before any such building construction maintenance or repair works are to be carried out save in the event of an emergency. The College will also endeavour to avoid carrying out any such works in or around examination periods save where the said works are of an emergency nature or cannot reasonably be performed at any other time.
- 3.7 Reasonably assume at the end of your tenancy that any belongings left behind are intended to be discarded and thrown away.

### **4. The College may:**

- 4.1 Re-allocate the residential premises to another person if the tenancy fee is not paid by the tenant in accordance with paragraph 1.2 of these

Terms and Conditions but without prejudice to the right to recover from the tenant such proportionate part of the tenancy fee as relates to any period in which the residential premises are not occupied before such re-allocation.

- 4.2 In exceptional circumstances, at no extra cost to the tenant, require the tenant at any time during a tenancy period to move to such other residential premises as may be available from time to time, and if the usual tenancy fee for such other premises is lower than that for the premises specified in the tenancy the College will refund to the tenant the appropriate proportion of the tenancy fee. The College will endeavour to give the tenant reasonable notice of its intention to move the tenant to other residential premises and will consider any representations the tenant wishes to make before confirming the said decision. The College will meet any expenses reasonably incurred by the tenant in moving from the residential premises to other such premises.
- 4.3 Permit the tenant at any time during a tenancy period to substitute for the residential premises specified in the tenancy such other residential premises as may be available from time to time provided that if the usual tenancy fee tariff for such other residential premises is higher than that for the residential premises specified in the tenancy the tenancy fee payable by the tenant will be adjusted to accord with the higher tariff with effect from the date of such substitution.

**5. The Tenancy may be terminated:**

- 5.1 By the College:  
By notice in writing to the tenant on any serious or persistent breach by the tenant of the Terms and Conditions of the Student Tenancy Agreement, any of the student's obligations or regulations set out in the College Handbook, or any other grave disciplinary matter.
- 5.2 By the Student Tenant:  
In writing to the Domestic Bursar by 0th Week at the beginning of the Tenancy Period.

**6. The Tenancy shall terminate forthwith on:**

- 6.1 The tenant ceasing to be a full-time student of the College or going out of residence on health or other grounds.
- 6.2 The tenant being excluded from residential property owned, controlled or managed by the College under the provisions of the College's Disciplinary Procedures.
- 6.3 The expiry of the tenancy period.