

# AGREEMENT OF LICENCE TO OCCUPY A ROOM BELONGING TO WYCLIFFE HALL

## 1 PARTICULARS

- a) **Date** 25<sup>th</sup> September 2017
- b) **The Licensor** Wycliffe Hall
- c) **The Licensee** xxxxxxxxxxxx
- d) **The Room** Room xxxxx in xxxxx Norham Gardens/Banbury Road
- e) **Category** Single room in category 1/2/3/1\*/2\*
- f) **The Property** The **Room** and residential areas shared with other licensees
- g) **Licence fee** £xxxx
- h) **Contents** Items provided by the **Licensor** in the **Room**
- i) **Term Dates** 25<sup>th</sup> September 2017 until 9<sup>th</sup> December 2017  
7<sup>th</sup> January 2018 until 7<sup>th</sup> July 2018  
17<sup>th</sup> April 2018 until 16<sup>th</sup> June 2018
- j) **Extra Residence** Formally approved occupation of the **Room** outside the Term Dates above

## 2 GENERAL TERMS

- 2.1 The **Licensee** agrees to occupy the **Room** during the **Dates** above as a licensee only. Nothing contained in this Agreement shall be deemed or intended to create a tenancy of the **Room** or the **Property**.
- 2.2 This **Licence** is for single occupancy of a room.
- 2.3 Once this agreement has commenced, the **Licence fee** in full will apply regardless of whether the **Licensee** decides to occupy or not occupy the **Room**.
- 2.4 This **Licence** is personal to the **Licensee** and the **Licensee** shall not transfer this interest in any manner whatsoever.

## 3 LICENSEE'S OBLIGATIONS

The **Licensee** agrees with Wycliffe Hall (the **Licensor**) as follows:

- 3.1 to pay the **Licence fee** when invoiced;
- 3.2 to pay the **Licence fee** in respect of any period of **Extra Residence** negotiated between the **Licensor** and the **Licensee**;
- 3.3 to pay a deposit of £400 to Wycliffe Hall on reserving the **Room**;
- 3.4 to pay the replacement value of any of the **Contents** which in the **Licensor's** opinion have been damaged by the **Licensee** during the course of this **Licence** (fair wear and tear excepted);
- 3.5 not to use the **Room or Property** in such a way as to cause damage to it or to the **Contents** or to cause annoyance or danger to other licensees or users;
- 3.6 to allow access to the **Room** for maintenance and domestic staff or others authorised by Wycliffe Hall at all reasonable times, subject to reasonable notice (except in cases of emergency) for the purpose of repairing or painting the outside of the Building or for carrying out of any cleaning or repairs or for checking the state and condition of the **Room** and the **Contents** and any electrical appliances;
- 3.7 not to damage or remove any of the **Contents** in or from the **Room or Property**;

- 3.8 not to store items on an exterior window ledge or hang washing or other items including flags from the window
- 3.9 not to permit any guest to stay in the property for more than two consecutive nights without permission from the Bursar, nor to permit any guest to stay for any period without informing him/her;
- 3.10 not to hold parties without prior authorisation, as defined in the Student Handbook;
- 3.11 to keep the **Property** in a safe, clean and tidy condition;
- 3.12 not to carry out any trade or business at the **Property**;
- 3.13 to observe all statutory obligations relating to the **Licensee's** occupation of the **Room** and in particular to register for and pay any personal or local taxes levied on the **Licensee**;
- 3.14 to submit all portable electrical appliances to testing on demand, and not to use any which have been failed upon testing;
- 3.15 not to carry out any decoration maintenance or alterations to the **Room** without the prior written approval of the **Licensor**;
- 3.16 not to use any space or food heater of any kind on the **Property** except those provided or authorised by Wycliffe Hall;
- 3.17 not to keep any pet on the **Property**;
- 3.18 not to smoke or burn candles or incense in the **Property**;
- 3.19 not to smoke (including e-cigarettes), or take controlled drugs or prohibited substances on the **Property**;
- 3.20 not to bring a bicycle into the **Property**, but to keep bicycles only in designated areas;
- 3.21 not to copy a key to the **Room**, or permit a copy to be made, or lend a key to an unauthorised person;
- 3.22 at the reasonable request of the **Licensor**, to move to an alternative **Room** in the same **Category**, whether on a temporary or permanent basis, to permit required repairs or maintenance, or for reasons of security, health or safety;  
for designated twin rooms only, at the reasonable request of the **Licensor**, to move to an alternative co-occupant, for logistical or security reasons;
- 3.23 to deliver up the **Room** to the **Licensor** on expiry or termination of the **Licence** (unless prior arrangements have been approved for **Extra Residence**);
- 3.24 to pay charges for breaches of the above terms as determined in the following section.

#### 4 ADDITIONAL CHARGES

In the circumstances given, the **Licensee** shall be liable for the following charges, to be decided by the Hall's Senior Dean and paid to the **Licensor**:

- 4.1 for replacement of lost room key: £15; apply to the Bursary for a replacement key;
- 4.2 for allowing the **Property** to become so untidy or extraordinarily dirty as to require the **Licensor** to provide additional cleaning: £50 plus an equal share with other licensees in the actual cost of cleaning;
- 4.3 for delivering up the **Room** at the end of each block of **Term Dates** in an untidy or dirty state so as to require the **Licensor** to provide additional cleaning: £50;
- 4.4 for any unauthorised decoration, maintenance or alteration of the **Property**: £50 plus the cost of returning it to its former state;
- 4.5 for any wilful or negligent damage, destruction or loss of the **Contents**: £100 plus cost of repair or replacement;
- 4.6 for any wilful or negligent damage to the **Property**: £100 plus cost of repair;

- 4.7 for the improper discharge of a fire extinguisher: £200 per extinguisher plus costs or replacement and restoration of the room;
- 4.8 for other breaches of fire, security, health or safety regulations: £150;
- 4.9 for excessive noise or disturbance to local residents, £50-200 depending on severity;
- 4.10 for keeping a bicycle on the property other than in approved bicycle storage locations, £20;
- 4.11 for smoking in the Property, £200 on each occasion;
- 4.12 for other breaches of the terms of this **Licence**, such fines as may be imposed in accordance with the disciplinary procedures of Wycliffe Hall.
- 4.13 The Bursar of Wycliffe Hall *may* reduce or waive or increase these charges in extenuating circumstances. Appeals against charges and fines are made in accordance with the disciplinary procedures of Wycliffe Hall.

## 5 LICENSOR'S OBLIGATIONS

The **Licensor** agrees with the **Licensee** to work within the Universities UK Accommodation Code Of Practice to:

- 5.1 ensure that the interior and exterior of the **Room** are maintained in good repair;
- 5.2 ensure that the walls, floors, ceilings and windows of the communal areas of the **Property** are maintained in a clean condition;
- 5.3 pay for electricity, water and gas for the **Property**, and to ensure that adequate central heating is provided;
- 5.4 provide a broadband internet connection for the use of residents;
- 5.5 provide and maintain suitable electrical appliances in the communal areas of the **Property**;
- 5.6 return the **Licensee's** deposit, after deduction of any applicable charges, on expiry of the **Licence**.
- 5.7 provide contractual services for pest control, cleaning, gardening, water testing, sanitary bins, and maintenance (services which require access to the **Property** on a regular basis)
- 5.8 provide information to students about the ACOP code – primarily through posters in the residences

## 6 TERMINATION

- 6.1 The **Licence** may be terminated immediately by Wycliffe Hall, the **Licensor**, upon service of a written notice to the **Licensee**, if:
  - i) the **Licensee** is in material, substantial or persistent breach of any condition of this agreement;
  - ii) or the **Licensee** ceases to be a registered full-time student at Wycliffe Hall, or is expelled or excluded from the Hall;
  - iii) or the **Licensee's** behaviour constitutes a risk to, or significantly interferes with the safety and wellbeing of, the **Licensee**, other licensees or users of the **Property** or the neighbours to the **Property**;
  - iv) or the **Licensee**, having been requested by the **Licensor** to move, for emergency or otherwise urgent reasons, from an existing room to a reasonable alternative, refuses to do so within the required time limit.
- 6.2 The **Licence** may be terminated by the **Licensor** giving not less than four weeks written notice to the **Licensee**, if:
  - i) the **Licence fee** remains unpaid four weeks after the due date given on an invoice;

- ii) or the **Licensee's** behaviour constitutes a significant or persistent nuisance or annoyance to other licensees and users of the **Property**;
- iii) or the **Licensee**, having been requested by the **Licensor** to move from an existing room to a reasonable alternative, refuses to do so within the required time limit.

6.3 The **Licence** may be terminated by the **Licensee** giving not less than four weeks written notice to the **Licensor**. As in clause 2.3, this will not reduce the **Licence fee**.

**7 ADDITIONAL RESIDENCE**

- 7.1 Use of the **Room**, or a different room in Wycliffe Hall, beyond the **Term Dates** may be possible, subject to availability and additional charges.
- 7.2 A request for additional residency must be submitted by the deadline stipulated by the Hall (usually notified in the form of email circulars). Residence is only possible after written authorisation is obtained from the **Licensor**.

Signed:.....

Signed:.....

Date: .....

Date: .....

On behalf of the **Licensor**

The **Licensee**