

# The Licence Agreement

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**Rent:**

<b>Undergraduates: 24 week catered</b>	<b>£5723.22 per year</b>
<b>Undergraduates: 39 week non-catered</b>	<b>£7760.16 per year</b>
<b>Undergraduates: 39 week catered Bodicote House</b>	<b>£8315.83 per year</b>
<b>Graduates: 39 week non-catered, Weston Buildings</b>	<b>£7760.16 per year</b>
<b>Graduates: 48 week non-catered, Weston Buildings</b>	<b>£9529.02 per year</b>

This sum includes the price of the services, insurance and evening meal (where applicable), payable in 3 instalments in advance on or before the Payment Dates.

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- 2.2.2 New College retains control, possession and management of the Accommodation and the Student has no right to exclude New College 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 New College who has entered into an agreement with New College on the same terms as this Licence
  - 2.2.5 without prejudice to its rights under Clause 5, New College shall be entitled at any time on giving not less than 3 days' notice 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 New 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 New College on acceptance of the Student's application for Vacation residence.

## 3. STUDENT'S OBLIGATIONS

The Student agrees and undertakes:

- 3.1 to pay to New College the Charge without any deduction in advance on or before the Friday of First week of each Full Term
- 3.2 without prejudice to any other remedy of New College if the whole or part of the Charge has not been h9'lmeuridet.877a6Uk.8(acation rm7Tachcpm ))TJ -2.

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;



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- 3.13 not to bring into the Building any animal unless an assistance dog recognised by New College as an aid for a person with a disability subject to having obtained New College's prior written approval.
  - 3.14 not to smoke or vape anywhere within the College (including the Accommodation) except in areas designated by New 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 New College or to occupiers of the College or any owner or occupier of neighbouring property
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- 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 Information and Regulation 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 the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish on them;
- 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 New College in respect of the Accommodation and the College from time to time;
- 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 Information and Regulations 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 New 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 routine cleaning and in emergency
- 3.29 to maintain a reasonably safe environment within the Accommodation for the employees of New College who may have to enter the Accommodation for any purpose
- 3.30 not to cause or permit by any act or omission a breach of any of the obligations of New College under the Code of Practice
- 3.31 not at any time
  - 3.31.1 to part with possession or control of the keys to the Accommodation and the College passes and/or entry cards; and
  - 3.31.2 forthwith to report any loss to New College; and to pay the reasonable cost incurred by New College for providing a replacement key and/or pass and/or entry card

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- 3.32 at the end of each Full Term
  - 3.32.1 to leave the Accommodation in a clean and tidy condition
  - 3.32.2 to remove the Student's furniture equipment and goods from the Accommodation
  - 3.32.3 return to New College the keys to the Accommodation and all passes and entry cards;
- 3.33 to indemnify New College and keep New College indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - 3.33.1 any breach of the Student's undertakings contained in this Clause 3; and/or
  - 3.33.2 the exercise of any rights given in Clause 2;
- 3.34 without prejudice to Clause 3.32 if the Student shall remain in occupation of the Accommodation without New 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 New College's standard charge for letting the Accommodation commercially and shall otherwise occupy the Accommodation on the same terms as this Licence.

## 4. NEW COLLEGE'S OBLIGATIONS

notice for other purposes other than for the purposes set out in Clause 3.28 (when the notice shall be required)

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

## 5. TERMINATION

- 5.1 This Agreement shall end on the earliest of:

5.1.1 the last day of the Licence Period; or

5.1.2 a day on which the Student

- (a) has been suspended by or has been barred from the College pursuant to New College's bylaws or statutes
- (b) has ceased to be a member of New College and/or has ceased to be undergoing a full-time course of education at New College

5.1.3 the expiry of notice given by New 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 New College the health or the conduct of the Student constitutes a serious risk to the Student or others or to New College's or others' property.

- 5.2 This Agreement shall also end if the Student is not in occupation of the Accommodation during the Licence Period and has not resumed occupation before the expiry of at least one week's notice given by New College to the Student or if sooner by the end of the relevant Full Term provided that the termination of this Agreement shall be suspended if on expiry of such notice a replacement occupier satisfactory to New College has not entered into an agreement to take the Accommodation until a replacement occupier's occupation of the Accommodation commences.

- 5.3 During a period when the Agreement is suspended under Clause 5.2 all the terms of this Agreement shall remain in full force and effect mutatis mutandis save that the Student shall not be permitted to occupy the Accommodation unless New College agrees at the Student's request to withdraw the notice.



- 6.2 Any notice or other communication given in accordance with Clause 6.1 will be deemed to have been received:
- 6.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or
  - 6.2.2 if sent by email to the last known email address of the Student or of the Home Bursar of New College (as the case may be) at the time of receipt;
  - 6.2.3 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.
- 6.3 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.

## **7. LIMITATION OF COLLEGE'S LIABILITY**

- 7.1 Subject to Clause 7.2, New College is not liable for:
- 7.1.1 the death of, or injury to the Student, or invitees to the Accommodation; or
  - 7.1.2 damage to any property of the Student or invitees to the Accommodation; or
  - 7.1.3 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.
- 7.2 Nothing in Clause 7.1 shall limit or exclude New College's liability for:
- 7.2.1 death or personal injury or damage to property caused by negligence on the part of New College or its employees or agents; or
  - 7.2.2 any matter in respect of which it would be unlawful for New College to exclude or restrict liability.

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## **8. 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.

## **9. 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.

## **10. JURISDICTION**