

KELLOGG COLLEGE OXFORD

-and-

THE STUDENT

**LICENCE TO OCCUPY**

relating to  
student accommodation at Kellogg College Oxford

**THIS LICENCE AGREEMENT** is dated the date on which the Accommodation Acceptance Form is signed **PARTIES**

( 1 ) " Kellogg" Kellogg College 6 0 - 6 2  
Banbury Road Oxford O X 2 6  
P N

( 2 ) "the Student" A junior member of Kellogg 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 a study bedroom within the College specified in the Accommodation Acceptance Form allocated to the Student on or before the date of this Licence and in respect of which the Student has been issued a key and 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 Kellogg for the Accommodation at the Rate or such other amount as Kellogg in its absolute

discretion may from time to time determine on

giving not less than one month's written notice

- 1.5 "the College" means the buildings and grounds comprising Kellogg College Oxford
- 1.6 "Common Facilities" means (if any) the sitting rooms kitchens bathrooms and WCs within the Building intended for the shared use of the Student and other occupiers of the Building
- 1.7 "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 Kellogg.
- 1.8 "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.
- 1.9 "Contents" means the fixtures fittings and equipment in the Accommodation as listed in the inventory supplied by Kellogg on or before the commencement of the Licence Period
- 1.10 "Licence Period" means in respect of the Academic Year referred to in the Accommodation Acceptance Form the period specified in the Accommodation Acceptance Form or if sooner until the date on which this Licence is determined in accordance with Clause 4.
- 1.11 "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.

1.12 "Permitted Use" means residential use for occupation by the Student whilst undertaking a course of study at Kellogg

1.13 "Rate" means the rate applicable to the Accommodation specified in the Accommodation Acceptance Form

1.14 "Services" the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities

1.15 "Service Media" means all media for the Services and all structures, machinery and equipment ancillary to those media.

1.16 "Student Handbook" means the the handbook provided for or made available to the Student on or before the commencement of this Licence containing information and regulations for junior members of Kellogg from time to time in force

1.17 "Vacation" means any period which is not a Licence Period

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

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

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

plural shall include the singular.

- 1.21 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.22 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.
- 1.23 A reference to writing or written includes email but excludes fax.
- 1.24 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.
- 1.25 References to clauses are to the clauses of this Licence.
- 1.26 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.
- 1.27 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, Kellogg permits the Student to occupy the Accommodation for the Permitted Use for the Licence Period in common with Kellogg and all others authorised by Kellogg (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 Kellogg for such purpose.
  - 2.1.2 the Common Facilities
  - 2.1.3 the Service Media serving the Accommodation.
- 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 Kellogg and the Student by this Licence;
  - 2.2.2 Kellogg retains control, possession and management of the Accommodation and the Student has no right to exclude Kellogg 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 without prejudice to its rights under Clause 5, Kellogg 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 Kellogg 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 accommodation shall be that notified by Kellogg on acceptance of the Student's application for Vacation residence.

### **3. Student's obligations**

The Student agrees and undertakes:

- 3.1 to pay to Kellogg the Charge without any deduction in advance at the time or times specified in the Accommodation Acceptance Form
- 3.2 without prejudice to any other remedy of Kellogg if any payment due to Kellogg has not been paid within 14 days of the due date to pay to Kellogg interest on the amount outstanding at the rate of 3% 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 not to share the Accommodation with anyone or purport to sublet or transfer this Licence to any other person
- 3.9 not at any time
- 3.9.1 to part with possession or control of the keys to the Accommodation and the College passes; and
- 3.9.2 forthwith to report any loss to Kellogg;
- and to pay the reasonable costs incurred by Kellogg for providing each replacement key and/or pass.
- 3.10 not to exchange the Accommodation with an occupier of other accommodation within the College without Kellogg'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 in the Accommodation nor elsewhere within the College except (if avail able) in designated cycle bays provided for that purpose
- 3.13 not to bring into the building any animal unless as an aid for a person with a disability subject to having obtained Kellogg's prior written approval.
- 3.14 not to smoke anywhere within the College (including the Accommodation) except in areas designated by Kellogg 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 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 Kellogg or to occupiers of the College or any owner or occupier of neighbouring property
- 3.16 to report to Kellogg any discrepancy between the Contents in the Accommodation and the Inventory within seven days from the commencement of the Licence Period
- 3.17 not to cause or permit to be caused any damage to:

- 3.17.1 the Accommodation, the Building or the College (including their decorative finishes);  
or
  - 3.17.2 the Contents
- and not to repair (or procure the repair of) any such damage but immediately report to Kellogg 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
- 3.18 not to bring any additional furniture (including upholstered items fridges electrical goods and cookers) into the College without complying with the regulations contained in the Student Handbook
  - 3.19 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
  - 3.20 not to obstruct the Common Parts or the Common Facilities, make them dirty or untidy or leave any rubbish on them;
  - 3.21 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 Kellogg in respect of the Accommodation and the College from time to time;
  - 3.22 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;
  - 3.23 to observe and perform the regulations contained in the Student Handbook and any variation thereof from time to time notified to the Student
  - 3.24 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
  - 3.25 at the end of the Licence Period
    - 3.25.1 to leave the Accommodation in a clean and tidy condition
    - 3.25.2 to remove the Student's furniture equipment and goods from the Accommodation
    - 3.25.3 return to Kellogg the keys to the Accommodation and all passes and entry cards ;
  - 3.26 to indemnify Kellogg and keep Kellogg indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
    - 3.26.1 any breach of the Student's undertakings contained in this Clause 3; and/or

3.26.2 the exercise of any rights given in Clause 2;

3.27 without prejudice to Clause 3.25 if the Student shall remain in occupation of the Accommodation without Kellogg having agreed Vacation residence pursuant to Clause 2.3 the Student shall pay to Kellogg for each day of occupation a daily charge at the rate of Kellogg's standard charge for letting the Accommodation commercially and shall otherwise occupy the Accommodation on the same terms as this Licence

#### **4. Kellogg's obligations**

During the Licence Period Kellogg undertakes with the Student

- 4.1 to keep the Building including the Accommodation in reasonable repair
- 4.2 to provide electricity heating lighting hot and cold running water to the Accommodation and to the Common Facilities
- 4.3 to clean the Accommodation and the Common Parts
- 4.4 to dispose of rubbish deposited only in receptacles provided for that purpose
- 4.5 other than for the purposes set out in Clause 3.24 to give not less than 7 days' prior notice to the Student for planned maintenance work and 24 hours prior notice for other purposes.
- 4.6 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 the Student

(a) being suspended by or being barred from the College pursuant to Kellogg's bylaws or statutes

(b) ceasing to be a member of Kellogg and/or ceasing to be undergoing a course of education at Kellogg

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

5.2 The Student may terminate this Agreement:-

5.2.1 on giving notice to Kellogg if Kellogg exercises its right under Clause 2.2.4 to require the Student to move to alternative accommodation unless the Student moves to such alternative accommodation

5.2.2 on the expiry of not less than 5 working days' notice to Kellogg 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 Kellogg
- (c) the Student is not in material breach of any of its obligations under this Licence;
- (d) a replacement occupier satisfactory to Kellogg 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

5.3 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.

## **6. Notices**

6.1 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:

- 6.1.1 to Kellogg marked for the attention of the Domestic Bursar and
- 6.1.2 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 other party.
- 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 Domestic Bursar of Kellogg (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, Kellogg 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 Kellogg's liability for:
- 7.2.1 death or personal injury or damage to property caused by negligence on the part of Kellogg or its employees or agents; or
- 7.2.2 any matter in respect of which it would be unlawful for Kellogg to exclude or restrict liability.

## **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**

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 \_\_\_\_\_ for )  
and on behalf of Kellogg \_\_\_\_\_ )

