

CAMPION HALL OXFORD

-and-

THE OCCUPIER

**LICENCE TO OCCUPY**

relating to

resident accommodation

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

## **PARTIES**

- |     |                |   |
|-----|----------------|---|
| (1) | "Campion Hall" | CAMPION HALL of Brewer Street Oxford OX1 1QS  |
| (2) | "the Occupier" | The person 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 or flat within the Building specified in the Accommodation Acceptance Form allocated to the Occupier on or before the date of this Licence and in respect of which the Occupier has been issued a key and pass  |
| 1.2 | "Accommodation Acceptance Form" | means the form specifying the name of the Occupier, the Licence Period the Accommodation and the Rate signed by the Occupier on or before the commencement of the Licence Period to signify the Occupier's acceptance of the terms and conditions of this Licence Agreement |
| 1.3 | "Building"                      | the buildings at the Campion Hall Hall Brewer Street Oxford OX1 1QS and at Norfolk House Littlegate Street Oxford OX1 1QU within which the Accommodation is situated  |

- 1.4 "Charge" the amount payable by the Occupier to Campion Hall for the Accommodation specified in the Accommodation Acceptance Form or such other amount as Campion Hall in its absolute discretion may from time to time determine on giving not less than one month's written notice
- 1.5 "Common Facilities" means the kitchens bathrooms and WCs within the Building intended for the shared use of the Occupier and other occupiers of the Building
- 1.6 "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 Campion Hall.
- 1.7 "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.
- 1.8 "Contents" means the fixtures fittings and equipment in the Accommodation as listed in the inventory supplied by Campion Hall on or before the commencement of the Licence Period
- 1.9 "Deposit" means the sum specified as the deposit in the Accommodation Acceptance Form which is subject to the provisions of Clause 6
- 1.10 "Information and Regulations" means the information and regulations applicable to members of Campion Hall from time to time in force and set out in the Occupier Handbook provided for or made available to the

Occupier on the Campion Hall's website on or before the commencement of this Licence

- 1.11 "Licence Period" means in respect of the Academic Year referred to in the Accommodation Acceptance Form the periods applicable to the type of contract specified in the Accommodation Acceptance Form or if sooner until the date on which this Licence is determined in accordance with Clause 4.
- 1.12 "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.
- 1.13 "Payment Dates" means the date or dates on which the Charge must be paid
- 1.14 "Permitted Use" means residential use for occupation by the Occupier whilst undertaking a full-time course of study at Campion Hall
- 1.15 "Services" the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities
- 1.16 "Service Media" means all media for the Services and all structures, machinery and equipment ancillary to those media.
- 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, Campion Hall permits the Occupier to occupy the Accommodation for the Permitted Use for the Licence Period in common with Campion Hall and all others authorised by Campion Hall (so far as is not inconsistent with the rights given to the Occupier to use the Accommodation for the Permitted Use) together with the right for the Occupier 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 Campion Hall for such purpose.
  - 2.1.2 the Common Facilities subject to Campion Hall having the right to suspend the use of any of Common Facilities that may become dangerous dirty or untidy
  - 2.1.3 the Service Media serving the Accommodation.
- 2.2 The Occupier acknowledges that:
- 2.2.1 the Occupier shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between Campion Hall and the Occupier by this Licence;
  - 2.2.2 Campion Hall retains control, possession and management of the Accommodation and the Occupier has no right to exclude Campion Hall from the Accommodation;
  - 2.2.3 the licence to occupy granted by this agreement is personal to the Occupier and is not assignable;
  - 2.2.4 without prejudice to its rights under Clause 5, Campion Hall shall be entitled at any time on giving not less than 3 days' notice to require the Occupier to transfer to alternative accommodation elsewhere within the Building and the Occupier 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 Campion Hall agrees in writing to allow the Occupier to remain in occupation of the Accommodation or any other equivalent accommodation within the Building during a Vacation the Occupier's occupation shall be governed by the terms of this Agreement once all necessary consequential changes have been made subject to the payment at the Daily Rate for each day when the Accommodation or equivalent accommodation is occupied by the Occupier. The rate for occupation of non-equivalent occupation shall be that notified by Campion Hall on acceptance of the Occupier's application for Vacation residence.

### **3. Occupier's obligations**

The Occupier agrees and undertakes:

- 3.1 to pay to Campion Hall the Charge without any deduction in advance by such instalments on or before the Payment Dates specified in the Accommodation Acceptance Form

- 3.2 without prejudice to any other remedy of Campion Hall if the whole or part of the Charge has not been paid within 28 days of the due date to pay to Campion Hall 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 and without limitation not to use any form of adhesive material (including adhesive putties such as blue tack or white tack) on the walls ceilings or floor of the Accommodation
- 3.8 not to share the Accommodation with anyone or purport to sublet or transfer it to any other person
- 3.9 not to exchange the Accommodation with an occupier of other accommodation within the Building without Campion Hall's written consent, such consent not to be unreasonably withheld and provided a new Accommodation Acceptance Forms are signed by both the exchanging parties
- 3.10 not during the Licence Period to keep any motor vehicle or vehicle parts within the City of Oxford other than a mobility assistance vehicle
- 3.11 not to keep a bicycle in the Accommodation nor elsewhere within the Building except (if available) in designated cycle bays provided for that purpose
- 3.12 not to bring into the building any animal unless as an aid for a person with a disability subject to having obtained Campion Hall's prior written approval.
- 3.13 not to smoke or vape anywhere within the Building (including the Accommodation) except in areas designated by Campion Hall for that purpose and not to keep or permit to be kept or to take drugs other than for presented medicinal purposes
- 3.14 not to do or permit to be done on the Accommodation anything which

- 3.14.1 is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Campion Hall or to occupiers of the Building or any owner or occupier of neighbouring property
- 3.14.2 is a fire risk or put at risk the health, safety, welfare or security of others or Campion Hall's or other people's property
- 3.15 at all times to maintain a reasonably safe environment for Campion Hall's employees when at the Accommodation
- 3.16 to report to Campion Hall any discrepancy between the Contents in the Accommodation and the Inventory within seven days from the first day of the Licence Period
- 3.17 not to cause or permit to be caused any damage to:
  - 3.17.1 the Accommodation, the Building (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 Campion Hall 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 Accommodation without complying with the regulations contained in the Information and Regulations
- 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 Campion Hall in respect of the Building 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 Information and Regulations and any variation thereof from time to time notified to the Occupier



- 3.24 without prejudice to Clause 2.2.2 to permit Campion Hall 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 not at any time
- 3.25.1 to part with possession or control of the keys to the Accommodation and the passes and/or entry cards to the Building; and
- 3.25.2 forthwith to report any loss to Campion Hall;
- and to pay the reasonable cost incurred by Campion Hall for providing a replacement key and/or pass and/or entry card.
- 3.26 at the end of the Licence Period
- 3.26.1 to leave the Accommodation in a clean and tidy condition
- 3.26.2 to remove the Occupier's furniture equipment and goods from the Accommodation
- 3.26.3 return to Campion Hall the keys to the Accommodation and all passes and entry cards
- 3.27 to indemnify Campion Hall and keep Campion Hall indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- 3.27.1 any breach of the Occupier's undertakings contained in this Clause 3; and/or
- 3.27.2 the exercise of any rights given in Clause 2;
- 3.28 without prejudice to Clause 3.26 if the Occupier shall remain in occupation of the Accommodation without Campion Hall having agreed Vacation residence pursuant to Clause 2.3 the Occupier shall pay to Campion Hall for each day of occupation a daily charge of Campion Hall's standard charge for letting the Accommodation commercially and shall otherwise occupy the Accommodation on the same terms as this Licence

#### **4. Campion Hall's obligations**

During the Licence Period Campion Hall undertakes with the Occupier

- 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 provide a broadband Internet connection;
- 4.4 to clean the Common Parts
- 4.5 to dispose of rubbish deposited only in receptacles provided for that purpose
- 4.6 other than for the purposes set out in Clause 3.24 to give not less than 48 hours' prior notice to the Occupier for planned maintenance work and 24 hours' prior notice for other purposes.
- 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 the Occupier

(a) being suspended by or being barred from the Building pursuant to Campion Hall's bylaws or statutes

(b) ceasing to be a member of Campion Hall and/or ceasing to be undergoing a full-time course of education at Campion Hall

5.1.3 the expiry of notice given by Campion Hall to the Occupier at any time

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

(b) if in the reasonable opinion of Campion Hall the health or the conduct of the Occupier constitutes a serious risk to the Occupier or others or to Campion Hall's or others' property

5.2 The Occupier may terminate this Agreement:-

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

5.2.2 on the expiry of not less than 5 working days' notice to Campion Hall 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 Campion Hall
- (c) the Occupier is not in material breach of any of its obligations under this Licence; and
- (d) a replacement occupier satisfactory to Campion Hall who is not occupying other accommodation at the Building has entered into an agreement to take the Accommodation on the terms of this Licence having made all necessary consequential changes.

5.3 Termination of this Licence shall not affect

5.3.1 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.

5.3.2 any provision of this Licence which can reasonably be inferred as continuing or is expressly stated to continue following termination

**6. Deposit**

6.1 Campion Hall acknowledges receipt of the Deposit (if any) from the Occupier

6.2 At the end of the Licence Period, Campion Hall shall be entitled to retain from the Deposit (but without prejudice to any other right or remedy) such proportion of the Deposit as may reasonably be necessary to:

6.2.1 make good any damage to the Accommodation or the Contents (except for fair wear and tear);

6.2.2 replace any of the Contents which may be missing from the Accommodation;

6.2.3 pay any accounts for utilities, Council Tax or any other taxes or accounts for which the Occupier may be liable, which remain unpaid;

6.2.4 pay any part of the Charge which remains unpaid; and

6.2.5 compensate Campion Hall for any breach of the Occupier's obligations under Clause 3;

6.3 Within 28 days from the end of the Licence Period Campion Hall shall give notice to the Occupier of the balance of the Deposit

6.4 Subject to Clause 6.2 Campion Hall shall re-pay the Deposit to the Occupier within 56 working days of the end of the Licence Period either by cheque drawn on a UK clearing bank to the Occupier's last

address known to Campion Hall or by direct transfer to a UK or international bank whose details have been previously provided to Campion Hall by the Occupier in writing

## **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 Campion Hall marked for the attention of the Bursar and

7.1.2 to the Occupier at the Accommodation or at the Occupier'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.

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 Occupier or of the Bursar of Campion Hall (as the case may be) at the time of receipt;

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 Campion Hall's liability**

8.1 Subject to Clause 8.2, Campion Hall is not liable for:

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

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

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

