



**College's Property**

The Building Location identified under the definition of "Accommodation". For the avoidance of doubt this includes the Accommodation and Common Parts.

**Common Parts**

Any shared facility such as kitchen, bathroom, common room or other room allocated to the Accommodation and those parts of the College's Property which are necessary for the purpose of gaining access to the Accommodation.

**Payment Dates**

To be paid in three termly instalments as set out in the Student Administrative Handbook, and payment must be made no later than two weeks after this date.

**Rights**

To occupy the Accommodation during the Tenancy Period.

- (a) To use the Accommodation Contents and where appropriate the College Contents
- (b) To use such Common Parts as are made available from time to time
- (c) To use the Services
- (d) To use the College's dining facilities in accordance with the fixed meal charge system.

**Services**

- (a) Repairs to the Accommodation and/or Common Parts as deemed necessary by the College to the College's Property
- (b) Lighting and heating to the Accommodation and/or Common Parts subject to clause 2.2 below
- (c) Providing hot and cold running water to the Accommodation and/or Common Parts
- (d) Providing an electricity supply to the Accommodation
- (e) Providing buildings insurance
- (f) Arrangements for insurance of the Student's personal possessions (for exclusions see the Endsleigh web site [www.endsleigh.co.uk](http://www.endsleigh.co.uk) and [www.blockhalls.co.uk](http://www.blockhalls.co.uk))
- (g) Disposal of rubbish deposited in proper receptacles during periods when the College is open
- (h) Cleaning of the Accommodation and the Common Parts during periods when the College is open.

**Student Administrative Handbook**

The handbook as found on the College's intranet and any new or amended version that comes in to place during the Tenancy Period in so far as it is consistent with the terms of this Tenancy Agreement. In the event the handbook is inconsistent with the terms of this Tenancy Agreement, the Tenancy Agreement shall prevail.

**Tenancy Period**

As detailed in the table above. **Please note that it is not possible to extend past the tenancy end date.**

In this Tenancy Agreement “College” where the context so requires includes the College’s Property and all buildings belonging to the College for use as student residences and not just the main College buildings whose address is given on the first page of this Tenancy Agreement.

The College agrees to grant and the Student agrees to take a tenancy of the Accommodation for the Tenancy Period on the conditions set out in this Tenancy Agreement and the *Student Administrative Handbook*.

### **1.0 Student’s Obligations**

- 1.1 To pay the Rent to the College in advance on or before the Payment Dates.
- 1.2 To check the Accommodation and Accommodation Contents and report any problems to the College’s Accommodation Manager within 7 working days of the start of the Tenancy Period.
- 1.3 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents and the Common Parts in a clean and tidy condition and not to damage them.
- 1.4 At the end of the Tenancy Period to leave the Accommodation (in a clean and tidy condition and clear of all rubbish and personal belongings) and to return to the Lodge the keys/entry cards to the Accommodation.
- 1.5 To allow the College, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency or where the need for repair (or any other matter affecting the suitability of the Accommodation for habitation) was reported by the Student, but otherwise the College will aim to give reasonable prior notice for planned maintenance work and 24 hours prior notice for other purposes.
- 1.6 To allow members of the Housekeeping staff to enter the Accommodation on a regular (at least weekly during full term) basis for the purpose of routine cleaning, wherever possible at a time previously arranged between the Student and Housekeeping though some flexibility is required in this.
- 1.7 Students must maintain a reasonably safe environment for College employees who have to enter the Accommodation e.g. ensuring cables to personal electronic equipment are safe.
- 1.8 To comply with all applicable legislation to avoid the Student’s actions or negligence having an adverse effect on the College or the University of Oxford or on the owners or occupiers of nearby property.
- 1.9 To comply with the University of Oxford’s Regulations and with the *Student Administrative Handbook*.
- 1.10 To report to the College (via the Lodge or other ways determined by the College) any damage or want of repair at the College or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.
- 1.11 Without prejudice to any other remedy available to the whole or part of the Rent has not been paid within 14 days of any Payment Date, to pay to the College interest on the amount outstanding at the rate of 3% per annum above the base rate of the Bank of England from time to time in force from the date it becomes overdue until the date it is paid.

- 1.12 Where a key or security device needs to be replaced due to the act or omission or the negligence of the Student, the Student must pay the costs reasonably incurred by the College in issuing a replacement.
- 1.13 To indemnify the College against any costs reasonably incurred in enforcing a breach of this Tenancy Agreement .
- 1.14 Where damage or loss occurs at the College and it is not possible for the College (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. The Student shall not be required to contribute to loss or repairing the damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this Tenancy Agreement relating to College security.
- 1.15 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 1.16 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the College and the College's Property or which may be a fire risk or in any other way put health and safety or security of others or the College's or other people's property. Any portable appliance must comply with the College's Electrical Regulations as detailed in the *Student Administrative Handbook*. **Under no circumstances are candles or other combustible materials to be lit on the College's Property.**
- 1.17 Not at any time to leave the Accommodation unoccupied without locking the door, and if the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window. Not to leave College main doors/gates unlocked at any time.
- 1.18 To comply with the University of Oxford's environmental policies <https://sustainability.admin.ox.ac.uk/> and in particular (a) to take reasonable steps to avoid wasting energy (e.g. by turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the College or by others.
- 1.19 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.
- 1.20 Not to remove from, affix to, change, damage or attempt to repair the structure or the decorative finish of any part of the College, the College's Property or the Accommodation Contents or College Contents. This includes the use of blue tack and drawing pins on areas other than specially provided notice boards. To report any damage or maintenance issues to the Lodge whereupon the Lodge will inform the Maintenance team and enter the details in the Maintenance Incident Book in the Lodge.
- 1.21 Not remove existing furnishings or to bring additional furniture into the College, the College's Property or the Accommodation except in cases where there is a clear medical need and then only with prior arrangement with the Accommodation Office. Any use of cooking equipment in College such as sandwich makers, deep-fat fryers, etc. will lead to their confiscation and referral to the Dean. The sole exception to this is rule is rice cookers, which may be used only in communal kitchens. Private and soft furnishings must comply with current fire regulations. Private furniture and furnishings are not covered by the College insurers. There are no facilities for storing private furniture and furnishings in the College or the College's Property.
- 1.22 The College is entitled to remove any item left on the College's Property by the Student at the end of the Tenancy Period and shall not be obliged to return it to the Student but shall be entitled to dispose of it in a way that the College thinks fit, whether the item has value or not. Should any such item have value and be sold, the Student agrees to the College retaining the proceeds of sale for the College's use.

- 1.23 If the Student has a refrigerator, to ensure that it is in good working order, registered with the Accommodation Office and kept in a clean state at all times.
- 1.24 Not to use the Accommodation for any other purpose other than a study bedroom.
- 1.25 Not to share the Accommodation or the Accommodation Contents or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed, in guest rooms, on the conditions set out in the *Student Administrative Handbook*.
- 1.26 Unaccompanied visitors to College will not be admitted after 11.00pm or before 8.00am.
- 1.27 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others. The period of complete silence in the College, the College's Property or any buildings of the College is from midnight to 7.30am throughout the week.
- 1.28 Not to add to or change the telephone services to the Accommodation without the College's prior written consent and not to add to or change the information technology services, installation or supply in the Accommodation.
- 1.29 Not to bring into the College any animal unless it is an aid for a person with a disability. Students are requested to notify the College in advance if an assistance animal is needed at College, as adjustments may need to be made to accommodate it. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes. Please note that "animal" also includes insects, birds and reptiles.
- 1.30 Not to keep any vehicle or vehicle parts in any part of College other than (a) bicycles in the designated cycle bays; or (b) mobility assistance vehicles and not to ride or drive any vehicle in College unless it is a mobility assistance vehicle. Users of mobility assistance vehicles are requested to contact the College in advance as the College may need to make reasonable adjustments to accommodate it (without imposing any obligation on the College if the vehicle cannot reasonably be accommodated). On no account must bicycles be brought into College rooms.
- 1.31 Not to cause any obstruction of the Common Parts.
- 1.32 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the Lodge immediately or as soon as is reasonably practicable where the information will be put in the Maintenance Book.
- 1.33 Students must comply with the terms of the College's Premises Licence, which governs licensable activities as defined by the Licensing Act 2003.
- 1.34 To comply with all health and safety legislation and best practice. To observe the rules and procedures contained in the Notices referred to in the note below.

Note: each relevant College Room will contain a Health and Safety Precaution Notice. Each relevant College Property will contain Fire and Evacuation Procedure Notices.

## **2.0 College's Obligations**

- 2.1 To provide the Services subject to clause 2.2 below.
- 2.2 The College will only be obliged to provide heating between 1 October and the following 30 April (inclusive). The College will exercise its discretion in providing heating outside this period, taking into account the welfare of students.

- 2.3 To ensure all maintenance issues are dealt with as soon as possible after being reported (see clause 1.10). Rent rebates for extended periods where services are suspended will only be considered in exceptional circumstances, and through referral to the College Building Committee or its delegate.
- 2.4 Except in the case of an emergency, for disrepair reported by the Student (or other matter preventing the Accommodation from being used) and for the purposes of routine cleaning to give the Student reasonable notice prior to entering the Accommodation during term-time. The College reserves the right to carry out room inspections without prior notice.
- 2.5 To maintain whenever possible an environment suitable for quiet study and not to interrupt the Student's occupation of the Accommodation during the Tenancy Period more than is reasonably necessary.
- 2.6 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this Tenancy Agreement or where there is serious risk of harm to the Student, to others or the College's Property.
- 2.7 To make available to the Student for inspection by prior arrangement the College's:
- Appropriate Risk Assessments e.g. such as fire
  - Portable Appliance Testing (PAT) policy or appropriate policy
  - Fault reporting and emergency procedures for use of the College laundry facilities
  - The Universities UK Code of Practice for the Management of Student Housing
  - The College's Premises' Licences.
- 2.8 Before the end of the second week of the Tenancy Period the College will provide the Student with information and advice on:
- Action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect.
  - Health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of College and why cooking in the Accommodation is a safety risk and in breach of this Tenancy Agreement; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for misuse of fire precautions equipment
  - How to get access to the Accommodation in the event of the Student losing their keys
  - Students' responsibilities for keeping their rooms clean and tidy
  - Where to get advice on financial difficulties
  - Where to get counselling
  - How to register with a local health service
  - The management structure of the College and contact details of the Porters, and main College officers, with out-of-hours emergency contact details
  - Special arrangements made to help with any disability the Student may have disclosed to the College.
- 2.9 To give a receipt for any of the Student's property which is confiscated under the terms of this Tenancy Agreement.
- 2.10 To ensure security staff are clearly identified, and that any member of staff or contractor requiring access to the Accommodation carry and allow the Student to inspect appropriate identification documents.

- 2.11 To maintain any kitchen facilities in the Common Parts in sound order and repair, and keep any equipment there in proper working order.
- 2.12 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College.

### **3.0 Other conditions**

- 3.1 The Student is responsible for the conduct of any invited visitor(s).
- 3.2 The Student hereby authorises the College to use his/her personal data for all lawful purposes in connection with this Tenancy Agreement (including debt recovery, crime prevention, allocating rooms) or where there is a serious risk of harm to the Student or to others or to the College or the College's Property and all matters arising from the Student's membership of the College and The University of Oxford.
- 3.3 The College's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the College's negligence or breach of its obligations in this Tenancy Agreement and personal belongings left at the College are at the Student's own risk. Although the Student's personal belongings (up to a maximum value of £3,000 in total) are insured under the College's block insurance policy with Endsleigh ([www.endsleigh.co.uk](http://www.endsleigh.co.uk)), that insurance is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this are given on the Endsleigh web-site or students are advised to insure their personal property against theft.
- 3.4 The College is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 3.5 The College may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them.
- 3.6 This Tenancy Agreement does not affect the disciplinary powers of the College or of the University of Oxford (see [www.admin.ox.ac.uk/proctors/discipline.html](http://www.admin.ox.ac.uk/proctors/discipline.html)).
- 3.7 The College is entitled during the Tenancy Period to request the removal from the College's Property of any article which constitutes an obstruction or a fire or health or safety risk. If the Student fails to remove the article within a reasonable time, the College is entitled, at the Student's expense, to remove the article and (unless perishable) will if requested return it to the Student on the termination of this Tenancy Agreement.
- 3.8 This Tenancy Agreement is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988.
- 3.9 Notices under this Tenancy Agreement must be in writing (which includes e-mail) and the College's address for service is given on the first page of this Tenancy Agreement. The Student's address for service is the Accommodation during the Tenancy Period and their Home address as set out at the beginning of this Tenancy Agreement outside the Tenancy Period. Any email served on the Student will be validly given if sent to the Student's college email address. An email can be served on the College at the following email address: [accommodation@spc.ox.ac.uk](mailto:accommodation@spc.ox.ac.uk).
- 3.10 This Tenancy Agreement is not intended to confer any benefit to anyone who is not party to it.
- 3.11 This Tenancy Agreement and the policies referred to in the *Student Administrative Handbook* contains all the terms agreed to by the College and the Student at the time it comes into effect and any

variation to the terms will only be effective if agreed between the Student and the Bursar or his appointed person. The College will confirm any agreed variation to the Student in writing at the time the variation is made.

**4.0 Termination of this Tenancy Agreement**

- 4.1 Unless the Student has made arrangements with the College for late arrival, this Tenancy Agreement may be terminated by the College if the Student has not taken up residence by the seventh day of the Tenancy Period and the Student will pay the reasonable costs incurred by the College as a result of the early termination.
- 4.2 The College may terminate this Tenancy Agreement at any time by serving notice on the Student if:
- a. Any payment is overdue by 21 days or more or
  - b. The Student is in serious or persistent breach of any of the Student's obligations or
  - c. The Student does not have status as a member of the College or of the University of Oxford
  - d. In the reasonable opinion of the College the health or behaviour of the Student constitutes a serious risk to him/herself or others or the College's or other people's property.
- 4.3 The Student may terminate this Tenancy Agreement by giving written notice to the College to that effect. Unless otherwise agreed by the Bursar, the tenancy will expire on the date 28 days after notice is given or, if later, expiry of the 9<sup>th</sup> week of the College term in which notice is given. For the avoidance of doubt, if notice is given during a holiday period the tenancy will expire at the end of the 9<sup>th</sup> week of the College term next following. Rent in full until the end of this notice period or day of departure (whichever is latest) is due unless the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this Tenancy Agreement.
- 4.4 (a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Tenancy Agreement the Student will have the right to terminate this Tenancy Agreement (without having to comply with the conditions in clause 4.3) as an alternative to relocating.
- (b) Where the College relocates the Student and the relocation is made at the Student's request the Student shall pay the College the reasonable costs incurred by the College in relocating the Student.
- 4.5 The College's acceptance of the keys at any time shall not in itself be effective to terminate this Tenancy Agreement while any part of the Tenancy Period remains unexpired.
- 4.6 At the end of the Tenancy Period termination of this tenancy will be deemed complete when the Student has vacated the room and returned the room key to the Lodge pursuant to Clause 1.4.

<b>Signed by the Student:</b>		
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Print name	Signature	Date

<b>Signed by an authorised officer on behalf of St. Peter's College:</b>		
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Print name	Signature	Date