ll: h L A.

The College's LICENCE AGREEMENT, the *Handbook of New College, Oxford*, the terms and conditions of Endsleigh's insurance cover

(. h. , /.) and the Accommodation Acceptance Form create legally binding obligations between the College and the Student. You are advised to ensure that you understand and accept its contents. This is particularly important for international students, for the licence agreement is governed by English law which may be quite different to the law which applies in their own country.

All references to the College website refer to

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: The recipient of this agreement.

C : New College of Holywell Street Oxford OX1 3BN.

In this licence agreement yCollege%includes all buildings belonging to the College for use as student residences and not just the main College building at the above address

- A : A College room to be allocated to the Student by the College, and/or the fixtures, fittings and equipment in the Accommodation as listed separately.
- A A F . : 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 students' acceptance of the terms and conditions of this Licence Agreement.
- C : the fixtures fittings and equipment at the College which are for students' use but which are not allocated to any student's room.
- C : the Accommodation Contents and the College Contents as listed in the inventory.
- C P . : any shared facilities such as kitchen, bathroom, common or other rooms allocated to the Accommodation and those

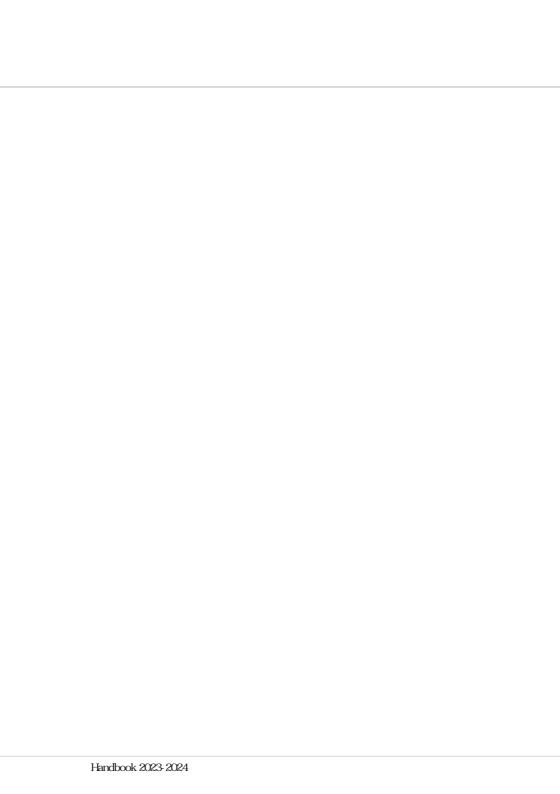
parts of the College's property which are necessary for the purpose of gaining access to the Accommodation.

F. : means any one of the full terms of the University of Oxford comprising Michaelmas, Hilary and Trinity Terms

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M h starting 2pm on the Monday of 0th Week and ending at 10am on the Saturday of 8th Week.

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- 1.7 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.
- 1.8 To comply with the University of Oxford's Regulations and with the Handbook previously made available to the Student and available on the College website.
- 1.9 To report to the College as directed in the Handbook 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.
- 1.10 To pay to the College all costs reasonably incurred in enforcing the Student's obligations in this licence agreement or arising from a breach of them (including a compound interest at the rate of 5% above the prevailing UK base interest rate for each day payment of Rent is overdue).
- 1.11 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 damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with their obligations in this licence agreement relating to College security.
- 1.12 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 1.13 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the College or which may be a fire risk or in any other way put the 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 available in the

3 days of request either provide a safety certificate for, or remove from the Accommodation, any appliance which in the College's reasonable opinion, is unsafe otherwise the College may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Licence Period.

- 1.14 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and not at any time to leave the Accommodation unoccupied without locking the door. Not to leave the College main gate unlocked after hours, or any of the secured entrances at any time.
- 1.15 To comply with the University of Oxford's environmental policy which can be found at h :// / h 'University of Oxford Environmental Sustainability Policy', and the New College 'Environmental Sustainability Policy' which can be found at h :// / / f /f /2023-02/E . %20 f in particular (a) to take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not in

use) or water and (b) participate in any waste recycling schemes

1.16 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains

operated by the College or by others.

- 1.17 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the College or the Contents.
- 1.18 Not to bring additional furniture (including items such as fridges and cookers) into the College without the Home Bursar's prior written consent.
- 1.19 Not to use the Accommodation for any other purpose other than as a study bedroom

- 1.20 Not to share the Accommodation 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 College's Information and Regulations.
- 1.21 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 1.22 Not to add to or change the telephone or internet 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.
- 1.23 Not to bring into the College any animal unless it is an aid for a person with a disability. The Student is 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.
- 1.24 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).
- 1.25 Not to cause any obstruction of the Common Parts.
- 1.26 Where the Student becomes aware of damage to the College caused by an intruder; to report the incident to the College's Porters' Lodge immediately or as soon as reasonably practicable.

2.0 COLLEGE' OBLIGATION

- 2.1 To provide the Services, subject to the Handbook which include reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from College grounds
- 2.2 Except in the case of an emergency or disrepair reported by the Student (or other matter preventing the Accommodation from being used) to give the Student at least 3 days' notice prior to entering the Accommodation during term time.
- 2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
- 2.4 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this licence agreement or where there is serious risk of harm to the Student to others or the College's property.
- 2.5 To make available to the Student for inspection by prior arrangement the College's:
 - (a) Portable Appliance Testing (PAT) policy (contained in the electrical regulations in the *Handbook*);
 - (b) Fault reporting and emergency procedures for use of the College laundry;
 - (c) The Universities UK Code of Practice for the Management of Student Housing h:// / h , 'Universities UK Code of Practice on Student Accommodation':
 - (d) The College's service level statement on reporting and rectification of building defects. This can be found at: h://..., 'New College Service Level Agreement'.

- To give a receipt for any of the Student's property which is confiscated under the terms of this licence agreement.
- 2.7 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries

- 3.0 O HE CONDITION
 - 3.1 The Student is responsible for the conduct of any

- 3.7 The College is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this licence agreement. The College is entitled to remove any item left in College by the Student at the end of the Licence Period and shall not be obliged to return it to the Student.
- 3.8 This licence agreement is a student licence under paragraph 8 of Schedule 1 to the Housing Act 1988 (and will operate as a licence where the Accommodation is designated for sharing, and is shared, with another student).
- 39 Notices under this licence agreement must be in w0

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- 4.0 LICENCE AG EEMEN
 - 4.1 Unless the Student has made arrangements with the College for late arrival this licence agreement will automatically terminate if

already a tenant of the College enters into a licence agreement with the College (the College will assist the Student in finding a replacement, but does not guarantee it will be able to find one); and

(d) the Student pays a fee (of r 50 where the College or Student finds a replacement student) towards the College's costs of administration and cleaning the Accommodation.

Conditions (b) to (d) in this clause shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this licence agreement. For the avoidance of doubt, the College will make vacated rooms available to other students for room transfers, but room swaps will not be treated as replacements and refunds of Rent will only be given where the void in the College caused by the Student's early departure has been filled and there is no loss to the College. The College shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

- 4.4 (a) If this licence agreement is terminated early by either the College or the Student the College will refund a fair proportion of pre-paid Rent (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective but pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled, and there is no loss to the College.
 - (b) If this licence agreement is terminated early the College will refund to the Student a fair proportion of pre-paid Rent as soon as possible after the termination becomes effective but if the College terminates under clause 4.2 pre-paid Rent will only be refunded for the period for which the College is able to, and after it has, re-let the Accommodation.



- 5.5 If the Student becomes the sole occupier of the accommodation, the College may require the Student to move to a room designated for single occupancy. Unless the College requires a sole occupier to move to a single room, then the Student may remain alone in the Accommodation but in these circumstances the Student will be charged the standard single room rent until such time as double occupancy is resumed.
- The College may introduce a second student to the Accommodation if it is in single occupancy and will use reasonable endeavours to give reasonable notice to the Student in occupation of its intention to do so. Rent will revert to the rate for a shared room when a second student begins occupation. Clause 4.3 applies to students wishing to leave shared accommodation, but refunds of Rent will only be given to Students who have left a shared room when a replacement sharing student begins occupation.
- 5.7 The College shall not be obliged to relocate either Student in the event that sharing students do not get on with each other; but will treat transfer requests sympathetically in such circumstances. Students in shared rooms have the same rights to terminate their licence agreements as students in single rooms.
- 5.8 Students in shared rooms will show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the sharing students are equal and neither has precedence or preference over the other.