

GRADUATE / OTHER

ACCOMMODATION LICENCE AGREEMENT 2018/19

HERTFORD COLLEGE

Version 2.5 ~ August 2018

This agreement sets out the terms on which accommodation is provided by Hertford College (the "College") to the resident (the "Licensee"), and the respective obligations of each.

1. The Licensee will:

- 1.1 If a student of the College, comply with any Rules & Regulations of the College, together with any Rules for Residence or of the University as may be in force (this includes the Information for Members document). These are available upon request from the College Office.
- 1.2 Subject to any extension of time for payment being granted, pay the College the appropriate instalment of the Licence as set out in Appendix 1 to this agreement by Noon on the Thursday of 3rd Week of each term.
- 1.3 Occupy accommodation only during the Licence Period as set out in Appendix 1 to this agreement. Application to occupy beyond this period must be in writing on the appropriate vacation residence form and is subject to agreement by the College.
- 1.4 In the case of undergraduate students, return to the College any keys and/or keycards to the residential premises at the end of each Licence period (normally Noon on the Saturday of 8th Week); or failing that, reimburse the College with the cost of replacing the keycard and/or key(s) which is currently £20.00, in addition to the cost of vacation rent which shall be charged on a daily basis. Replacement of broken locks (inclusive of labour) is charged at cost.
- 1.5 Inform the College in writing, addressed to the Bursar, of:
 - 1.5.1 Any defect in the residential premises at the commencement of the licence period.
 - 1.5.2 Any deficiency of furniture or fittings at the commencement of the licence period.
- 1.6 Inform the College immediately of any defect in the residential premises requiring repair, or of any deficiency of the furniture or fittings, that may become apparent during any period of the Licence.
- 1.7 Permit the College's employees or agents to enter the residential premises to inspect the same and the College's furniture and effects therein, and carry out any works of maintenance or repair to the residential premises or elsewhere which the College may consider to be necessary (such entry to be granted following the giving of reasonable notice by the College to the Licensee, save in the event of an emergency, or other reasonable circumstances justifying immediate inspection).
- 1.8 Allow persons so authorised by the College to enter residential premises with advance notice wherever practical to remove anything found in the residential premises referred to in 2.4, 2.10, 2.14, 2.15, 2.20.
- 1.9 Keep the residential premises in a clean and sanitary condition.
- 1.10 At all times other than the Licence period(s) (except with express agreement) clear all personal effects from the residential premises.

- 1.11 Without prejudice to 2.11 comply immediately with any requirement notified in writing to ensure the safe use of electrical apparatus.
- 1.12 Comply with all such fire safety procedures as are currently in force and which have been notified to the Licensee, but without prejudice to the generality of the foregoing, to evacuate the residential premises immediately on the sounding of the fire alarm.
- 1.13 Make the residential premises available for safe access by the cleaner by 09.00 hours on every weekday.
- 1.14 Reimburse the College with the cost of works or supplies and equipment needing to be replaced at the residential premises as a result of damage or loss however caused (excepting where such damage was caused by an employee or agent of the College) which is not attributable to fair wear and tear, and storage charges for any item removed from residential premises under clause 1.8, as may be agreed or in default of agreement as shall be determined by a person not in the paid full-time employment of the College, to be nominated by the Bursar.
- 1.15 Occupy the residential accommodation for the whole of the Licence period unless terminated in accordance with sections 5 or 6.
- 1.16 Pay all rent for the entire period of the Licence as it becomes due, save only where the agreement has been terminated according to sections 5 or 6, in which case:
 - 1.16.1 If terminated under sections 5.1, 6.1 or 6.2 the Licensee will pay charges for the period up to and including the term during which the agreement is terminated. No refund will be made on such charges, even where the accommodation is vacated prior to the end of the term in question.
 - 1.16.2 If terminated under section 5.2, the Licensee will remain liable to pay all charges for the Licence period up to the point at which an accepted replacement Licensee becomes responsible for charges. Refunds will be made using the published daily rate for periods where the replacement Licensee has moved in to residence during a period for which the Licensee has already made an advance payment, but only after the replacement Licensee has made an equivalent payment.
- 1.17 If the Licensee fails to take up residence at the start of the Licence period, the College may, after giving the Licensee 7 days' written notice to this effect, seek to find an alternative Licensee for the residential premises. The Licensee will remain liable for all charges due under the Licence until such time as an alternative Licensee occupies the said residential premises.
- 1.18 Be deemed to have accepted this Licence Agreement by accepting or using keys to the accommodation being provided in respect of the Licence period.
- 1.19 If the Licensee remains in occupation of the residential premises following the expiry of the Licence period referred to in paragraph 1.2 the Licensee will pay to the College the greater of the following:
 - (a) an amount equal to the nightly rate payable during term time multiplied by the number of nights when the Licensee occupies the residential premises after the expiry of the Licence period or of any further occupation authorised by the College following the expiry of the Licence, or
 - (b) Such sum as the College may lose in the event of the residential premises having been let to third parties outside the Licence period, and the College having to cancel or make alternative arrangements for any such third party as a result of the Licensee's unauthorised occupation outside the said Licence period.

2. The Licensee will not:

- 2.1 Make or suffer to be made any alterations to the internal or external finishes of the residential premises or adjoining properties including the erection of any external TV or radio aerial or satellite dish.
- 2.2 Damage or suffer to be damaged any part of the residential premises; or to fail to maintain a safe working environment for College employees.
- 2.3 Remove from the residential premises any furniture, furnishings or fittings which are the property of the College.
- 2.4 Place in the residential premises any furniture or furnishings of any sort without the written permission of the Domestic Manager, or to replace or supplement any furniture or furnishings with additional or alternative items so as to accommodate additional residents.
- 2.5 Install or erect additional fixtures or fittings or suffer these to be installed or erected in or on the residential premises or adjoining properties.
- 2.6 Assign or part with possession of the whole or any part of the residential premises.
- 2.7 Allow guests to occupy the residential premises for the purpose of sleeping overnight without the written permission of the Domestic Manager (having identified the guest by name, and confirmed their duration of stay), and in any case for no longer than three consecutive nights, without the express permission of the Domestic Manager. All guests in residence would assume for their period of residence the same obligations as that of the Licensee, pursuant to paragraphs 1 and 2.
- 2.8 Use or permit to be used the study bedroom otherwise than as a private study bedroom for sole occupation by the Licensee alone.
- 2.9 Interfere with or suffer others to interfere with any fire fighting equipment or other fire fighting facilities or do or suffer to be done anything to the prejudice of the validity of the fire insurance policies for the time being subsisting in relation to the residential premises.
- 2.10 Use or keep in the residential premises any device or apparatus for lighting or heating by the ignition of combustible materials including wax candles and petroleum products.
- 2.11 Use in the residential premises any electrical or cooking appliance other than those appliances for the personal use of the Licensee being:
 - bedside lamp
 - kettle
 - Television with a television licence
 - VCR, DVD, or BluRay player
 - Hairdryer and/or electric styling equipment
 - Stereo equipment
 - Personal computer, electronic typewriter, tablet computer, and peripherals
 - Shaving equipment
 - Appliance chargers, or
 - such other appliances as may be specifically approved in writing by the College.
- 2.12 Keep pets of any description in the residential premises.
- 2.13 Dry or air clothes or linen of any kind (other than on a designated washing line) outside the residential premises.

- 2.14 Bring into or store in the residential premises or adjoining properties belonging to the College, or in any areas other than those duly authorised by the College for such purposes, bicycles or motor vehicles of any kind including motor cycles and mopeds, or substantial parts therefrom (save where expressly permitted annually by written consent of the Bursar).
- 2.15 Bring firearms, fireworks, or other weapons including air weapons or bladed items (excluding kitchen implements) into the residential premises.
- 2.16 Make, permit or suffer to be made duplicates of the key or keys to the residential premises.
- 2.17 Allow persons save for guests so authorised within 2.7 above on the premises between 11.45pm and 8.00am.
- 2.18 Do or encourage to be done on the residential premises or on any adjoining premises belonging to the College anything which is unlawful or which may be or become a nuisance, annoyance or offence to the College or to the occupiers of other premises. In particular excessive noise is to be avoided at all times and especially between midnight (10.30pm during the examination period) and 8.00am.
- 2.19 Place on any door, ceiling, window or light fitting of the study bedrooms, any posters, paper, material or covering of any kind, unless the College has given prior authority in writing allowing the Licensee so to do.
- 2.20 Affix on any wall of the study bedrooms any posters or paper material (other than where affixed to notice boards), unless affixed with picture hooks available from the College maintenance staff.

3. The College will:

- 3.1 Provide hot and cold water, heating and lighting.
- 3.2 Provide daily, excluding Saturdays and Sundays, public holidays and days when the College is closed, cleaning services in all public areas including toilets, bathrooms, kitchens, and the removal of rubbish from student study bedrooms. Please note that shared facilities in flats are not deemed public areas.
- 3.3 Provide cleaning services once weekly in all study bedrooms. This will include cleaning of washbasins and mirrors, showers where applicable, all cleared surfaces, and vacuum cleaning.
- 3.4 Not be liable to the Licensee for any loss, damage or inconvenience which may be suffered by the Licensee as a direct or indirect result of the inability of the College by reason of circumstances or events beyond the College's reasonable control to provide equipment, commodities and services in accordance with the Licence, including without prejudice to the foregoing in the event that heating and/or electricity apparatus is shut down for the purpose of essential maintenance and/or so that the College may comply with its statutory obligations with regard to such apparatus.
- 3.5 Not be liable for any nuisance loss or inconvenience to the Licensee arising out of any building construction maintenance or repair work to the residential premises the building in which they are situated or any neighbouring land or buildings, save and insofar as any such loss is caused by the negligence of the College's employees or agents.
- 3.6 Endeavour to give the Licensee reasonable advance notice before any such building construction maintenance or repair works are to be carried out save in the event of an emergency. The College will also endeavour to avoid carrying out any such works in or around examination periods save where the said works are of an emergency nature or cannot be reasonably performed at any other time.

4. The College may:

- 4.1 Re-allocate the residential premises to another person if the Licence fee is not paid by the Licensee in accordance with paragraph 1.2 of these Terms & Conditions but without prejudice to the right to recover from the Licensee such proportionate part of the Licence fee as relates to any period in which the residential premises are not occupied before such re-allocation.
- 4.2 In exceptional circumstances at no extra cost to the Licensee require the Licensee at any time during a Licence period to move to such other residential premises as may be available from time to time, and if the usual Licence fee for such other premises is lower than that for the premises specified in the Licence the College will refund to the Licensee the appropriate proportion of the Licence fee. The College will endeavour to give the Licensee reasonable notice of its intention to move the Licensee to other residential premises, and will consider any representations the Licensee will wish to make before confirming the said decision. The College will meet any expenses reasonably incurred by the Licensee in moving from the residential premises to other such premises.
- 4.3 Permit the Licensee at any time during a Licence period to substitute for the residential premises specified in the Licence such other residential premises as may be available from time to time, provided that if the usual Licence fee tariff for such other residential premises is higher than that for the residential premises specified in the Licence the Licence fee payable by the Licensee will be adjusted to accord with the higher tariff, with effect from the date of such substitution.
- 4.4 Share limited personal data in respect of the Licensee with College Suppliers as required to provide services associated with the provision of the accommodation, including but not limited to insurance.

5. The Licence may be terminated

- 5.1 By the College forthwith by notice in writing to the Licensee on any breach by the Licensee of the Licence or of the Terms & Conditions of the Licence to occupy, or having found a suitable replacement under section 1.17. The College will wherever possible notify the Licensee in writing if it is considering serving notice to terminate the Licence forthwith and will invite the Licensee to let the College have his or her comments within such reasonable period of time as may be specified by the College in its said notification to the Licensee. The College reserves the right to terminate by notice in writing forthwith if the Licensee's breaches of the Licence or of the Terms & Conditions of the Licence to occupy are sufficiently serious to justify this based upon the information available to the College at the time.
- 5.2 Exceptionally, by mutual agreement, where the Licensee is able to find a replacement Licensee who is not currently living in a College residence, is not already on a College accommodation waiting list, and who is acceptable to the Bursar.

6. The Licence shall terminate forthwith on:

- 6.1 The Licensee ceasing to be a full-time student of the College, or going out of residence on health or other grounds.
- 6.2 The Licensee being excluded from residential property owned, controlled or managed by the College under the provisions of the College's Disciplinary Procedures, or those of the University, or those of another College of which the Licensee is a member."

6.3 The expiry of the Licence period.

7. Signatures

Signed for and on behalf of the College:

Signed:



Print: J K Clark, Bursar

Date: October 2018

Signed by the Licensee:

Accommodation Plan _____

Name: _____

Signed: _____

Print: _____

Date: _____

APPENDIX 1 TO LICENCE TO OCCUPY RESIDENTIAL PREMISES

1. Licence Period

This Licence is valid for the period 1st September 2018 to 31st August 2019.

2. Licence Fee

The Licence fee is charged in instalments relating to set following intervals, depending upon the Accommodation plan selected. The fee is based on the days in the period and the applicable per day room rate, which varies by accommodation type.

Period	Covers	Days	Charged	Payment Due
Michaelmas Term	1/10 to 31/12	92	MT wk0	MT wk3
Hilary Term	1/1 to 31/3	90	HT wk0	HT wk3
Trinity Term (standard)	1/4 to 31/7	122	TT wk0	TT wk3
Trinity Term (short)	1/4 to 30/6	91	TT wk0	TT wk3
Summer	1/7 to 31/8	62	(next) MT wk0	MT wk3

Accommodation plans are based on length of stay, and type of accommodation occupied. Possible combinations are set out below.

Accommodation plan	Single Occupancy Rooms					Flats	
	A1	A2	A3	B	C	D	E
Day Rate	£20.82	£20.82	£20.82	£22.00	£25.00	£31.21	£36.39
Michaelmas Term	£1,915.44	£1,915.44	£1,915.44	£2,024.00	£2,300.00	£2,871.32	£3,347.88
Hilary Term	£1,873.80	£1,873.80	£1,873.80	£1,980.00	£2,250.00	£2,808.90	£3,275.10
Trinity Term (Standard)		£2,540.04					
Trinity Term (Short)	£1,894.62		£1,894.62	£2,002.00	£2,275.00	£2,840.11	£3,311.49
Summer			£1,290.84	£1,364.00	£1,550.00	£1,935.02	£2,256.18

Any additional days agreed with the accommodation office will be charged at the applicable day rate.