THIS TENANCY AGREEMENT creates legally binding obligations between the College and the Student so please read them and make sure you understand and agree to them before you sign. This tenancy agreement is governed by English law.

Student «Name»

College Nuffield College, Oxford, OX1 1NF

Accommodation A College room to be allocated to the Student by the College

Contents

College Contents the fixtures, fittings and equipment at the College which are for students’ use but which are not allocated to any student’s room

Contents the Accommodation Contents and the College Contents

Common Parts any shared facility such as kitchen, bathroom, common 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 15 October 2018; 15 January 2019; 15 April 2019

Rent £6248 payable in 3 instalments in advance on or before the Payment Dates. This sum includes the price of the Services

Rights (a) to occupy the Accommodation during the Tenancy Period (b) to use the Contents (c) to use the Common Parts (d) to use the Services (e) to use the College’s dining facilities (additional charges apply)

Services (a) repair of the College (b) lighting and heating of the Accommodation (NB: the heating is permanently on between 1 October and 30 April, and normally switched off outside of these dates) (c) providing hot and cold running water to the Accommodation (d) providing an electricity supply to the Accommodation (e) disposal of rubbish deposited in proper receptacles (f) cleaning of the Accommodation and the Common Parts

Tenancy Period starting at 1200 hours on «Start_date» and ending at 1200 hours on «Finish_date»

In this tenancy agreement “College” includes all buildings belonging to the College for use as student residences and not just the main College building 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 in the College’s Student Handbook.

Signed by a duly authorised officer on behalf of the College

................................................................................   Dated: ..................................................

Signed by the Student (Student please also print name clearly)

........................................................................................................  Dated:  ................................
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 its contents and report any discrepancy or defect to the Bursary within 7 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 Bursary the keys/passes/ibuttons 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, for routine cleaning, or where the need for repair (or any other matter affecting the suitability of the Accommodation for habitation) was reported by the Student or member of the Staff, but otherwise the College will aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other purposes.

1.6 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.

1.7 To comply with The University of Oxford’s Regulations and with the College’s Regulations previously made available to the Student and available on the College webpages.

1.8 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.

1.9 To pay to the College all costs reasonably incurred in enforcing the Student’s obligations in this tenancy agreement or arising from a breach of them (including an administration/interest charge of £20 for each week, or part week, payment of Rent is overdue).

1.10 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 including a £20 administration fee per student. 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 his/her obligations in this tenancy agreement and student handbook relating to College security.

1.11 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.

1.12 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 at risk. This includes not using electric blankets, foreign travel plugs or cooking equipment in rooms. Sockets must not be overloaded with extension leads. The Student must within 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 Tenancy Period.

1.13 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 any Accommodation unoccupied without locking the door. Not to leave the College main gate unlocked after hours (see Handbook: Section 1).
1.14 To comply with the College's environmental policy and in particular (a) to take reasonable steps to avoid wasting fuel (eg 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. Fridges are not to be used in individual student rooms, and portable heaters may not be used without permission. If agreement is given to use a portable heater, extra charges will apply.

The College Policy is to provide central heating to accommodation when ambient temperature is low. This covers winter months and abnormally cold periods at other times.

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

1.16 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.

1.17 Not to bring additional furniture into the College. Televisions and kettles are permitted, subject to the College’s Health & Safety Policy and the Handbook (Section 32), and to obtaining a television licence (required by law).

1.18 Not to use the Accommodation for any other purpose other than as a study/bedroom.

1.19 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed on the conditions set out in the Handbook.

1.20 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.

1.21 Not to add to or change the telephone services to the Accommodation and not to add to or change the information technology services installation or supply in the Accommodation.

1.22 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.

1.23 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).

1.24 Not to cause any obstruction of the Common Parts.

1.25 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College’s Porter’s Lodge as soon as reasonably practicable (and in any event within 48 hours).

1.26 Not to smoke or vape in the Accommodation.

2.0 College’s Obligations

2.1 To provide the Services, subject to the College’s Handbook, which include reporting procedures and response times for repairs and details of arrangements for refuse collection.

2.2 Except in the case of an emergency, for disrepair reported by the Student or staff (or other matter preventing the Accommodation from being used) and for cleaning, to give the Student at least 24 hours’ 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, particularly during examination periods.
2.4 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.

2.5 To make available to the Student for inspection by prior arrangement the:

(a) planning and building regulations consents (if any) applicable to the College
(b) the Universities UK Code of Practice for the Management of Student Housing

2.6 Before the end of the first week of the tenancy period the College will provide the Student with information and advice on:

(a) 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
(b) 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
(c) how to get access to the Accommodation in the event of the Student losing their keys
(d) cleaning schedules and students’ responsibilities for cleaning (where applicable)
(e) the respective roles and responsibilities of the College and its resident students
(f) health, welfare, and guidance on communal living
(g) where to get advice on financial difficulties
(h) where to get counselling
(i) how to register with a local health service
(j) the management structure for the College and contact details of the Porter, and main College officers, with out-of-hours emergency contact details
(k) any special arrangements made to help with any disability the Student may have disclosed to the College

2.7 To give a receipt for any of the Student’s property which is confiscated under the terms of this tenancy agreement.

2.8 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.

2.9 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order.

2.10 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’s property) and all matters arising from the Student’s membership of the College and The University of Oxford. Further information about the College’s responsibility under GDPR can be found at https://www.nuffield.ox.ac.uk/the-college/policies-and-resources/

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. Please see the Student Handbook for information on the possessions insurance provided by the College.
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 Bursar 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.

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 tenancy
agreement. The College is entitled to remove any item left in College by the Student at the end of
the Tenancy Period and shall not be obliged to return it to the Student.

3.8 This tenancy agreement is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act
1988 (but will operate as a licence where the Accommodation is designated for sharing, and is
shared, with another student).

3.9 Notices under this tenancy agreement must be in writing (which includes email) and the College’s
address for service is given on the first page of this tenancy agreement.

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 it (together with the College 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. 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
will automatically terminate if the Student has not taken up residence by the end of October 2018.

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 only terminate this tenancy agreement in accordance with this clause, and will
remain liable for the Rent until:

(a) the Student has given notice to the Bursar that s/he wishes to leave; and
(b) the Student makes payment for, or puts right, to the College’s reasonable satisfaction any
breach of the Student’s obligations in this tenancy agreement; and
(c) a College member who is reasonably satisfactory to the College as a tenant and who is not
already a tenant of the College enters into a tenancy 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 £35 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 tenancy 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 If this tenancy agreement is terminated early by either the College or the Student the College will refund a fair proportion of pre-paid Rent and the Deposit (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.

4.5 (a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Period of Residence 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 because the Student is in breach of one or more of their obligations in this tenancy agreement, or where the relocation is made at the Student’s request, the Student shall pay the College an administration fee of £35.

4.6 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 Period of Residence remains unexpired.