Licence to Occupy

Conditions

1. General

1.1 The following words or phrases shall have the meanings set out below unless the context requires otherwise:

Common Parts means all such roads, paths, entrance halls, corridors, kitchens, lifts, staircases, landing and other means of access in or upon the Hall the use of which is necessary for obtaining access to or egress from the Hall as designated from time to time by the University

Hall means all that land and buildings forming part of the University’s hall of residence at which you have been allocated a Room

Licence to Occupy (or the contract) means these conditions together with your Licence to Occupy Offer, your booking confirmation and the Rules.

Room means the study bedroom allocated to you from time to time by the University

Rules means the University’s rules for all residents of the Hall.

University means Oxford Brookes University of Headington Campus, Oxford OX3 0BP

You or Your means the student named as the licensee on the Licence to Occupy booking confirmation notice.

1.2 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.

1.3 A person who is not a party to the contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

1.4 The contract and any dispute or claim arising out of or in connection with it or its subjected matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

2. Your Rights

2.1 The University permits you to occupy the Room as a study bedroom for the duration of your contract together with the right to use such parts of the Common Parts for their designated purpose as shall from time to time be designated by the University (e.g. preparing meals, access to and egress from
2.2 You acknowledge that:

(a) you shall occupy the Room as a licensee and that no relationship of landlord and tenant is created between the University and you by this contract; and

(b) your entitlement to occupy the Room is conditional upon you remaining enrolled as a full-time student on your Programme at the University; and

(c) your entitlement to occupy the Room is conditional upon you not bringing to or keeping a car in Oxford save for the purposes of dropping-off and picking-up your belongings at the commencement and end of your Licence to Occupy; and

(d) the University retains control, possession and management of the Room and the Halls and you have no right to exclude the University from the Room or the Hall; and

(e) the University shall be entitled at any time, on giving you not less than 24 hours’ notice, to require you to transfer to alternative space elsewhere within the University’s property portfolio and you shall comply with such requirement; and

(f) the University shall be entitled at any time, on giving you not less than 7 days’ notice, to require you to leave the Hall where, in the University’s reasonable opinion, you have breached your obligations set out in Clause 3 (Your Obligations) below.

3. Your Obligations:

3.1 You agree and undertake to the University:

(a) not to bring to or keep a car in Oxford whilst you are a resident at the Hall save for the purposes of dropping-off and picking-up your belongings at the commencement and end of your Licence to Occupy; and

(b) not to carry out any activity at the Hall which may be construed as running ‘a business’ from the Hall. This includes any type of activity that generates income or other non-financial personal gain or benefit in kind; and

(c) to pay the cost per night for your Room in accordance with the instalment payment plan that you selected when accepting your Licence to Occupy Offer; and

(d) to keep the Room and Common Parts clean, tidy and clear of rubbish;

(e) not to use the Room other than as a study bedroom;

(f) not to make any alteration or addition whatsoever to the Room, Common Parts or Hall;
(g) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices in the Common Parts or elsewhere at the Hall without the prior written consent of the University;

(h) not to do or permit to be done at the Hall anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the University or other residents of the Hall or any owner or occupier of neighbouring property;

(i) not to cause or permit to be caused any damage to:
   (i) the Room, Hall or any neighbouring property; or
   (ii) any property of the owners or other residents of the Hall or any neighbouring property;

(j) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

(k) to observe the Rules and any other reasonable rules and regulations the University makes and notifies to you from time to time governing your use of the Room and the Common Parts;

(l) to leave the Room in a clean and tidy condition and to remove your furniture equipment and goods from the Room and the Common Parts at the end of the contract;

(m) to pay to TV Licensing any sums due if you wish to watch or record programmes as they’re being shown on TV or live on an online TV service or to download or watch BBC programmes on iPlayer - live, catch up or on demand;

(n) to indemnify the University and keep the University indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
   (i) the contract;
   (ii) any breach of your undertakings contained in Clause 3 (Your Obligations); and/or
   (iii) the exercise of any rights given in Clause 2 (Your Rights); and

(o) to pay to the University on demand any sums claimed pursuant to clause 3.1(n) above; and

(p) to pay to the University interest on any overdue sums at the rate of 3% above the Bank of England base rate from time to time calculated on a daily basis from the due date until payment if you fail to pay any sums due under the contract within 14 days of the due date (whether formally demanded or not).

4. **Termination**

4.1 The contract shall end on the earliest of:

   (a) the date stated your Licence to Occupy Offer; or
   (b) 28 days after the date you cease to be enrolled on your Programme at the University as a full-time student; or
(c) the expiry of any notice given by the University to you at any time on breach of any of your obligations contained in Clause 3 (Your Obligations) above.

4.2 Termination of the contract shall not affect the rights of either party in connection with any breach of any obligation under the contract which existed at or before the date of termination.

5. Limitation of the University’s Liability

5.1 Subject to Clause 5.2 below, the University is not liable for:
(a) death or injury suffered by you or your invitees to your Room or the Hall; or
(b) damage to any of your property or that of your invitees to your Room or to the Hall; or
(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or your invitees to your Room or the Hall in the exercise or purported exercise of the rights granted by clause 2

5.2 Nothing in Clause 5.1 shall limit or exclude the University’s liability for:
(a) death or personal injury or damage to property caused by negligence on the part of the University or its employees or agents; or
(b) any matter in respect of which it would be unlawful for the University to exclude or restrict liability.