Licence to Occupy Conditions: Reviewed 20 November 2025

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 facilities provided for communal use within the Hall such as bike sheds, bin stores and kitchens, together with all such roads, paths, entrance halls, corridors, elevators, staircases, landings and other means of access in or upon the Hall the use of which is necessary for obtaining access to or egress from your room and/or 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 on the Licence to Occupy booking confirmation notice.

1.2. Any obligation on the University or you not to do something includes an obligation on the university or you not to allow that thing to be done and an obligation on the university or you to do their utmost to prevent that thing being done by another person. For example, this may mean that you must immediately report the activity to hall staff, security or the warden on duty.

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 subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws 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 your room or the Hall). Your right to use the Common Parts is in common with the University and all others authorised by the University.

2.2. You acknowledge that:

a. the licence to occupy granted by the contract is personal to you and is not assignable and the rights given in this Clause 2 may be exercised only by you; and

b. 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

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

d. 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

e. 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

f. 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

g. in the event that a complaint about you is received by the University, the University reserves the right, as part of its precautionary measures response, to require you to leave your accommodation immediately upon receipt of the notification. At the University's sole discretion, it may offer you alternative accommodation; and

h. 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 permit any other person to occupy your Room; and

b. 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

c. 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

d. 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

e. not to leave any cooking equipment unattended whilst in use and to keep the Room and Common Parts clean, tidy and clear of rubbish;

f. not to use the Room other than as a study bedroom;

g. not to make any alteration or addition whatsoever to the Room, Common Parts or Hall;

h. 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;

i. 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;

j. 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;

k. not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

l. 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. For the avoidance of doubt, such changes will be made with reference to any relevant UK Government Guidelines and/or Covid-19 Guidance published by the University;

m. to notify the Accommodation Bureau that you have ceased to be enrolled with the University as a full time student;

n. 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;

o. 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;

p. 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

q. to pay to the University on demand any sums claimed pursuant to clause 3.1(p) above; and

r. to pay to the University interest on any overdue sums at the rate of 3% per annum 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. This is a fixed-term contract that shall end on the earliest of:

a. the date stated in your Licence to Occupy Offer; or

b. 28 days after the official university withdrawal date where you have ceased to be enrolled on your Programme at the University as a full-time student – subject to you notifying the accommodation bureau of your withdrawal, vacating the accommodation and returning keys to your hall staff within the 28 day period; 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. Notwithstanding clause 4.1 above and subject to clause 4.3 below, the University may, at its sole discretion, agree to terminate your contract early in the following circumstances:

a. you have found a replacement full-time student to take over your Room and such student is acceptable to the University; or

b. the University agrees that there are exceptional circumstances applying to you that mean the University is willing to release you from your contract early.

4.3. Where the University agrees to you being released from your contract early, you shall pay to the University the equivalent of 28 days' rent in consideration of the University agreeing to your request to terminate your fixed-term licence to occupy early and which fee is a permitted payment under the Tenant Fees Act 2019.

4.4. 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.

5.0. 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. (a) death of or personal injury to any person 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.