

**DATED**

**2017**

**TENANCY AGREEMENT**

**BETWEEN**

**The Chancellor Masters and Scholars of the  
University of Oxford**

**-and-**

**[Name of tenant(s)]**

**TENANCY**

Relating to **[Room xxx / Flat xxx]**

**[NAME OF GRADUATE ACCOMMODATION BLOCK]**

**[Tenancy start date] to 31 July 2018**

**NOTE: THIS IS A STUDENT LETTING AND NOT AN ASSURED SHORTHOLD  
TENANCY OR ASSURED TENANCY (PARA 8 OF SCHEDULE 1 TO THE HOUSING  
ACT 1988)**

**This Tenancy Agreement creates legally binding obligations.  
It is governed by English law which international students  
may find quite different to the law which applies in their own  
country. If you do not understand this document, please take  
legal advice before signing it.**

## **PARTIES**

(1) **The Chancellor Masters and Scholars of the University of Oxford** of University Offices, Wellington Square, Oxford, OX1 2JD (“**the Landlord**”)

(2) [Tenant’s name] of [Tenant’s address] (“**The Tenant**”)

## **RECITALS**

- A. The Landlord intends to let the Property hereinafter described to the Tenant in consequence of the Tenant’s declaration at clause 1.a of this agreement for the sole purpose of enabling the Tenant to undertake a course of study at the University of Oxford and because of the Tenant’s status as a Student.

## **AGREED TERMS**

### **1. TENANT DECLARATION**

- a. The Tenant agrees and declares that he/she is either a Student (as hereinafter defined) or intending to pursue a course of study at the University of Oxford.

### **2. DEFINITIONS AND INTERPRETATION**

The following definitions and rules of interpretation in this clause apply in this agreement:

#### Definitions

- a. [**Bathroom** : the shared bathroom provided for the use of the occupier of the Property]<sup>1</sup>
- a. **Block**: means [Block x] which forms part of the Estate;
- b. **Contents**: means the items which are listed in the Inventory and any other fixtures and fittings and furnishings in the Property which belong to the Landlord<sup>2</sup>;
- c. **Common Parts**: means those parts of the Block that are provided by the Landlord from time to time for the benefit of or are available for use and enjoyment by the tenants and occupiers of the Block including (for example and if provided) entrances, entrance halls corridors, staircases, landings and common room together with other parts of the Estate that are provided by the Landlord from time to time for the benefit of or are available for use and enjoyment by the tenants and occupiers of the Estate including (for example and if provided), any garden, bike sheds, laundry room and bin stores and estate roads and pedestrian ways on the Estate

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<sup>1</sup> This is not applicable to ensuite rooms, flats and houses which will have their own bathroom, rather than a shared bathroom.

<sup>2</sup> For ensuite rooms, the ensuite bathroom will be included as part of the ‘Contents’

- d. **Deposit:** means [£xxx]
- e. **Estate:** means [NAME OF GRADUATE ACCOMMODATION BLOCK]
- f. **Family Member:** shall be as defined in paragraph 0 of the First Schedule.<sup>3</sup>
- g. **Guest:** shall be as defined in paragraph 0 of the First Schedule.
- h. **Inventory:** means a list of contents and description of the condition of the Property which is checked and signed by the parties.
- i. *[Kitchen : the shared kitchen provided for the use of the occupier of the Property]*<sup>4</sup>
- j. **Landlord's Adjoining Property:** means any property owned by the Landlord which adjoins or neighbours the Block or the Estate
- k. **Property:** means «Unit\_description» forming part of the Block.
- l. **Rent:** means [£xxx] per calendar month<sup>5</sup>.
- m. **Rent Payment Dates:** means the 1st Working Day of each calendar month.
- n. **Service Apparatus:** means all pipes, wires cables, sewers, drains, gullies, watercourses, flues, rainwater goods, other similar conduits and other installations on the Block or the Estate for supplying Utility Services to the Property as may be provided by the Landlord from time to time.
- o. **Utility Services:** means such gas, electricity, hot and cold water, central heating, drainage, telephone, telecommunications, Wi-Fi and other services of whatever nature as are in fact provided by the Landlord or other provider from time to time.
- p. **Student:** means an adult graduate student (aged 18 or over) lawfully pursuing a full-time course of study of an academic year or more provided by the University of Oxford.
- q. **Term:** means a fixed term from and including [Tenancy start date] to and including **31 July 2018** (but determinable by the Landlord as hereinafter provided).
- r. **Working Day:** means any day other than a Saturday, a Sunday, a bank holiday, or a public holiday in England.

#### Interpretation

- s. Clause headings shall not affect the interpretation of this agreement.

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<sup>3</sup> Family members will not be allowed to reside with the Tenant in a Room or Bedsit, as these are intended for single occupancy. Family Members may (with the University's prior written permission) be allowed to reside with the Tenant in Flats and Houses – see paragraph 2 of the First Schedule of this Tenancy Agreement for full details.

<sup>4</sup> This is not applicable to flats, houses and bedsits which will have their own kitchen rather than a shared kitchen.

<sup>5</sup> For leases with a start date before 31 July 2017, the rent will be charged at the rate for the 2016/2017 academic year up to 31 July 2017 and at the rate for the 2017/2018 academic year from 1 August 2017 for the rest of the Term.

- t. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- u. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- v. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- w. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- x. A reference to this agreement is a reference to this tenancy agreement.
- y. A reference to **writing** or **written** does not include faxes.
- z. Any reference to **Tenancy** refers to the tenancy created under this agreement.
- aa. A reference to the **end of the Term** is to the end of the Term however and whenever it ends.
- bb. Any reference to the giving of consent by the Landlord requires the consent to be given in writing.
- cc. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow for that thing to be done by a Guest [*or Family Member*]<sup>6</sup> or any person who shall be in the Property the Block or the Estate with the Tenant's consent whether express or implied.
- dd. References to clauses are to the clauses of this agreement.
- ee. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this tenancy agreement. A reference to the Tenant includes a reference to its successors in title.
- ff. Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they all will be liable for all sums due under this agreement, not just liable for a proportionate part. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

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<sup>6</sup> Family members will not be allowed to reside with the Tenant in a Room or Bedsit, as these are intended for single occupancy. Family Members may (with the University's prior written permission) be allowed to reside with the Tenant in Flats and Houses – see paragraph 2 of the First Schedule of this Tenancy Agreement for full details.

### 3. GRANT OF THE TENANCY

The Landlord lets and the Tenant takes the Property and the Contents for the Term.

### 4. RIGHTS AND RESERVATIONS

The Landlord grants the Tenant in common with the Landlord and all others so entitled the following rights subject to compliance with the regulations referred to in this agreement:

- a. to pass to and from the Block on foot or on bicycle along the roads and on foot along the pavements within the Common Parts to gain access to and egress from the Block and to pass to and from the Block along roads with vehicles for the purpose of unloading and loading at the beginning and end of the Term and at all times if permission is granted to a disabled tenant in accordance with paragraph 42 of the First Schedule;
- b. to use the hallways, corridors, stairways and landings of the Common Parts within the Block for the purpose of access to and egress from the Property;
- c. to use the Common Parts in connection with the use and enjoyment of the Property and only for their proper purposes;
- d. [to use the Kitchen and Bathroom in connection with the use and enjoyment of the Property and only for their respective proper purposes]<sup>7</sup>; and
- e. to receive Utility Services through the Service Apparatus as are from time to time in, on, over or under the Block and serve the Property.

The Landlord excepts and reserves from this Tenancy for itself and for the benefit of the Estate and the Landlord's Adjoining Property the following rights:

- f. rights of support and protection for the remainder of the Estate;
- g. the right to retain a set of keys to the Property and to enter the Property at reasonable times of the day subject to giving 24 hours' notice to the Tenant (no notice being necessary where a need for repair has been reported by the Tenant or in the case of emergency in which case such entry may be at any time of day or night) with or without workmen tools and equipment and for any reasonable purpose including (but not limited to):
  - (i) for the purpose of inspecting the Property and/or the Block and/or the remainder of the Estate (where this cannot be done from outside of the Property) and repairing decorating and painting the same or of examining the condition of the Property and the Contents; and
  - (ii) carrying out health and safety checks as reasonably required;
- h. the right to build or rebuild or alter or refurbish any part of the Estate (other than the Property) or the Landlord's Adjoining Property in any manner whatsoever notwithstanding that light or air to the Property is in any case thereby diminished or prejudicially affected or that any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected;

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<sup>7</sup> This is not applicable to flats, houses and bedsits which will have their own kitchen and bathroom rather than a shared kitchen and bathroom.

- i. the right to use and connect into all Service Apparatus from time to time laid in, on, over or under the Property;
- j. the right to the free flow of Utility Services through the Service Apparatus on, over or under the Property;
- k. the right within the last two months of the Term at reasonable times of the day and subject to giving 24 hours' notice to the Tenant to enter and view the Property with prospective tenants; and
- l. the right on reasonable notice (except in the case of emergency) to move the Tenant temporarily to alternative accommodation for health and safety reasons or for the purpose of carrying out necessary repairs to the Property or the Block or the Estate.

## 5. FIXED TERM

- a. This is a fixed term Tenancy and the Tenant has no legal right to terminate it before the end of the Term.
- b. If the Tenant vacates the Property before the end of the Term the Tenant shall immediately give notice of this to the Landlord.
- c. If [the Tenant] OR [either of parties comprising the Tenant] ceases to be a Student, including but not limited to the following reasons: the Tenant has withdrawn from his/her course of study; the Tenant has been withdrawn as a Student by the University of Oxford; the Tenant's academic work has been completed; the Tenant has submitted his/her thesis; or where the Tenant ceases to be a Student for any other reason, she/she must notify the Landlord as soon as reasonably practicable in writing.
- d. The Landlord may at any time after becoming aware of the relevant circumstances set out in clause 5c that the Tenant [or either or the parties comprising the Tenant] has ceased to be a Student terminate this Tenancy by serving not less than two months' written notice on the Tenant but for the avoidance of doubt the Landlord is under no obligation to do so.
- e. The Landlord may seek to lawfully terminate this Tenancy before the end of the Term by obtaining a court order if
  - (i) the Tenant is in serious or persistent breach of any of the Tenant's obligations under this agreement,
  - (ii) or if in the reasonable opinion of the Landlord the health or behaviour of the Tenant or any of the Tenant's Family Member(s) Guest(s) or visitors constitutes a serious risk to him/herself or others within the Block or the Estate.

## 6. RENT

- a. The Tenant shall pay Rent in advance (by standing order or such other method of payment as may be required by the Landlord) on or before the Rent Payment Dates.
- b. Save where the circumstances set out in clause 6.c apply, the Tenant shall make the first payment of Rent on or before the date of this agreement which shall be an apportioned part of the Rent from the first day of the Term until:-
  - (i) (if the first day of the Term falls on or before the 15th day of the first calendar month of the Term) the end of that calendar month; or
  - (ii) (if the first day of the Term falls on or after the 16th day of the first calendar month of the Term) the end of the next following calendar month
- c. Where the Tenant is not able to make the first payment of Rent from a bank account held with a UK clearing bank, the Tenant shall make the first payment of Rent on or before the date of this agreement which shall be an apportioned part of the Rent from the first day of the Term until:-
  - (i) (if the first day of the Term falls on or before the 15<sup>th</sup> day of the first calendar month of the Term) the end of the third calendar month of the Term: or
  - (ii) (if the first day of the Term falls on or after the 16<sup>th</sup> day of the first calendar month of the Term) the end of the fourth calendar month of the term
- d. In this clause 6 all dates are inclusive and due account shall be given in either case to any payments of Rent which has been made to the Landlord before the first day of the Term.
- e. The last payment of Rent shall be made on the first day of the last calendar month of the Term and if the expiry date is before the last day of that month shall be an apportioned part of a full month's Rent.
- f. The Tenant shall pay interest at the rate of 1% per annum above the base rate of the Bank of England on any Rent lawfully due that is paid more than 14 days after the date on which it became lawfully due. The interest will be payable from the date on which the Rent should have been paid until the date on which the Rent is actually paid.
- g. Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- h. Where any Rent is paid in advance it will be applied to future Rent payments and is non- returnable.

## 7. DEPOSIT

- a. If not paid prior to the date hereof the Tenant agrees to pay the Deposit to the Landlord on the date of this agreement.
- b. The Landlord shall be entitled at any time to deduct from the Deposit such proportion (up to 100%) of the Deposit as may be reasonably necessary to rectify

any breaches by the Tenant of the terms of this agreement, including but not limited to the following:

- (i) making good any damage to the Property or the Contents (except for fair wear and tear);
- (ii) replacing any of the Contents which may be missing from the Property or damaged beyond repair;
- (iii) paying any outstanding Rent or other money due or payable by the Tenant under this agreement of which the Tenant has been made aware and which remains unpaid after the date on which this payment was due;
- (iv) paying for the Property and the Contents to be cleaned (if the Tenant is in breach of his/her obligations under this agreement);
- (v) removing and disposing of Tenant's Items at the Property at the end of the Term in accordance with clause 13 e;
- (vi) paying any unpaid charges for any Utility Services, water charges or council tax incurred at the Property for which the Tenant is liable; and
- (vii) paying any legal or professional fees incurred by the Landlord as a result of any breaches by the Tenant of the terms of this agreement on a full indemnity basis,

and the Landlord will notify the Tenant as soon as practicable of any such deduction made before the end of the Term whereupon the Tenant shall be obliged to pay to the Landlord an amount equal to such deduction to replenish the Deposit.

- c. If the Tenant fails to vacate the Property at the end of the Term (as required by clause 13.c of this agreement) then the Landlord shall be entitled to deduct from the Deposit such proportion (up to 100%) of the Deposit as may be reasonably necessary to pay any of the following:
  - a) the cost of unpaid charges for council tax or Utility Services water charges or other similar services incurred at the Property in relation to the period after the Term but whilst the Tenant remained in occupation and
  - b) an amount equal to the amount of rent which the Landlord could have charged if the Property had been let to another tenant from the day after the end of the Term onwards, calculated on a daily rate until the Tenant vacates the Property; and
  - c) any legal or professional fees incurred by the Landlord in seeking possession of the Property on a full indemnity basis, including (without limitation) any court fees, bailiffs' fees or solicitors' fees.

- d. The balance (if any) of the Deposit remaining at the end of the Term after deductions pursuant to clause 7.b above shall be refunded to the Tenant not later than four weeks after the end of the Term, except where either:-
- (i) the Tenant has failed to vacate the Property at the end of the Term as required by clause 13, in which case the balance of the Deposit (if any) will be refunded to the Tenant not later than four weeks after the Tenant fully vacates the Property and complies with the Tenant's obligations under clause 13.d; or
  - (ii) the Landlord and Tenant enter into a surrender agreement in relation to this agreement, in which case the Landlord will comply with the terms of that surrender agreement regarding the refund of the balance (if any) of the Deposit.
- e. The Tenant agrees that no interest is payable in regard to the Deposit, or any balance remaining after deductions.
- f. The Tenant agrees and acknowledges that the Rent must be paid in accordance with clause 6 of this agreement and the Tenant cannot require the Landlord to use the Deposit in lieu of any payment of Rent.
- g. The Landlord shall be entitled to refund any balance of the Deposit either equally to both parties forming the Tenant, or to one of the parties forming the Tenant at its discretion. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves<sup>8</sup>.
- h. In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord for the further amount within 14 days of the request being made.
- i. The Deposit is held pursuant to the Universities UK Code of Practice for the Management of Student Housing (sometimes known as the 'Accommodation Code of Practice', or the 'Student Accommodation Code') a copy of which is available on the Universities UK website.

## **8. CLEANING FEE**

On the date of this agreement the Tenant agrees to pay the Landlord a non-refundable sum of £40 which the Landlord will use towards a 'sparkle clean' at the end of the Term. The 'sparkle clean' does not alter the Tenant's obligations under the First Schedule.

## **9. OUTGOINGS**

- a. The Tenant shall also pay:
- (i) [The amounts demanded by the University or relevant suppliers for any [gas and] electricity supplied for use by the Tenant at the Property including any standing charges but excluding the cost for the supply of central heating

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<sup>8</sup> This only applies where there are two joint tenants

and hot water]<sup>9</sup>; OR [i. The amounts demanded by the University or relevant suppliers for any gas and electricity supplied for use by the Tenant at the Property including any standing charges. <sup>10</sup>]

(ii) any Council Tax payable in respect of the Property.

- b. Any sum or sums payable from time to time under this clause 9 shall be payable on demand and at the election of the Landlord either to the Landlord or to such person as the Landlord may direct.

## 10. TENANT'S ADDITIONAL COVENANTS

- a. The Tenant agrees to perform and observe the agreements stipulations and conditions set out in this agreement, including those set out in the First Schedule.
- b. The Tenant agrees to procure that any Guests [and Family Members]<sup>11</sup> are made aware of and observe the agreements stipulations and conditions of the First Schedule.

## 11. THE LANDLORD'S COVENANTS

The Landlord agrees to perform the stipulations as set out in this agreement, including those set out in the Second Schedule.

## 12. DEFAULT BY TENANT

It is hereby agreed and declared that if:

- a. the whole or any part of the Rent is unpaid for twenty one days after it becomes due (whether legally demanded or not); or
- b. there is any breach of any of the Tenant's other obligations in this agreement; or
- c. the Tenant is adjudicated bankrupt or has an interim receiver of their property appointed,

the Landlord shall be entitled (in addition to any other right) to repossess the Property and the Contents and this Tenancy shall immediately terminate but without affecting the Landlord's right to take action against the Tenant for any outstanding breach of the Tenants' obligations hereunder **PROVIDED THAT** the Landlord acknowledges the obligation under the Protection from Eviction Act 1977 to obtain a court order before evicting the Tenant.

## 13. END OF TENANCY

- a. At or shortly before the end of the Term the Tenant is to use reasonable endeavours to arrange a mutually convenient time ("**the Appointment**") for the Landlord to enter the Property to check the state of the Property as against the Inventory. Please

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<sup>9</sup> This applies to flats, houses and bedsits only – the rent for a room only is inclusive of electricity.

<sup>10</sup> Note- Court Place Gardens house & 134-138 Walton Street – charge for gas & electricity.

<sup>11</sup> Family members will not be allowed to reside with the Tenant in a Room or Bedsit, as these are intended for single occupancy. Family Members may (with the University's prior written permission) be allowed to reside with the Tenant in Flats and Houses– see paragraph 2 of the First Schedule of this Tenancy Agreement for full details.

note that Appointments are subject to availability and available slots for Appointments fill up quickly on days where lots of tenants are checking out.

- b. If the Tenant is not present at the Appointment (or if the Landlord and Tenant have been unable to arrange an Appointment) the Landlord shall have the right to enter the Property in the Tenant's absence in order to check the state of the Property as against the Inventory.
- c. By 12:00 (midday) on the last day of the Term the Tenant shall quietly deliver up possession of the Property to the Landlord in such condition as will comply with the Tenant's obligations under this agreement.
- d. Before moving out of the Property (whether at the end of the Term or before this date), then Tenant must:-
  - (i) provide the Landlord with a forwarding address, contact email address and their bank account details for return of the balance of the Deposit (if any) after any deductions are made;
  - (ii) remove all rubbish and all personal items (including the Tenant's own contents and equipment) from the Property before leaving;
  - (iii) return all keys and/or fobs for the Property, the Block or the Estate to the caretaker or to the Graduate Accommodation Office;
  - (iv) thoroughly clean all fixtures and fittings and other items included in the Contents;
  - (v) wash down all dirty paint work and floors and clean any carpets to the Landlord's reasonable satisfaction; and
  - (vi) deliver up the Property and the Contents to the Landlord in a clean and tidy condition.
- e. If any of the Tenant's personal possessions ("**the Tenant's Items**") are left at the Property after the end of the Term, the Landlord will remove the Tenant's Items from the Property, use reasonable endeavours to contact the Tenant to inform them of this and:-
  - (i) the Tenant will be responsible for meeting all reasonable removal and storage charges for the Tenant's Items until the Tenant collects the Tenant's Items, with such charges to be due to the Landlord as a debt; and
  - (ii) if either:-
    - a) the Landlord has not had a response from the Tenant within a month of their informing the Tenant that the Tenant's Items have been left in the Property; or
    - b) the Tenant has not collected the Tenant's Items within 3 months of the end of the Term,

then the Landlord may dispose of the Tenant's Items, in which case the Tenant will be liable for the reasonable costs of disposal and the Tenant will not have any action against the Landlord in the criminal or civil courts in respect of the Tenant's Items. The Landlord may choose to sell any such Tenant's Item but is not obliged to do so. If the Landlord does sell a Tenant's Item then the costs of removal, storage and disposal and any other

sums due to the Landlord will be deducted from any sale proceeds and the balance (if any) will be forwarded to the Tenant by cheque at his last known address. If the cheque is returned or not presented the balance will be retained by the Landlord.

#### **14. INSURANCE**

- a. The Landlord will insure the Property and the Contents against damage or loss by fire and may insure the Property and the Contents against any other such risks as the Landlord deems appropriate.
- b. The Tenant shall be solely responsible for effecting such insurance as he/she may wish in respect of his/her own belongings and cash.
- c. If the Property or those Common Parts over which rights are granted or any part of them is destroyed or made uninhabitable by any of the risks insured against by the Landlord then the Rent or an appropriate part of it according to the extent of the damage shall be suspended until the Property and/or the Common Parts (as the case may be) has been reinstated and made fit for use and (in the case of the Property only) fit for occupation.
- d. The Rent will not be suspended in accordance with clause 14.c if and to the extent that the Landlord's insurance policy has been vitiated or payment of the insurance monies refused because of the act or default of the Tenant or any other person on the Estate with the express or implied authority of the Tenant.
- e. The Tenant will pay to the Landlord a sum equivalent to any sum withheld by the insurers which would have been paid to the Landlord by its insurers if the insurance had not been vitiated or invalidated or if insurance monies had not been refused as a result of the Tenant's act or omission.

#### **15. NOTICES**

- a. For the purposes of section 48 of the Landlord and Tenant Act 1987 the address at which notices may be served upon the Landlord is:-  
Head of Graduate Accommodation, Graduate Accommodation Office, University of Oxford, 6 Worcester Street, Oxford OX1 2BX.
- b. The Tenant must notify the Landlord in writing of any defect in the Property, the Block, the Estate or the Contents other than those which the Tenant is liable to remedy under this agreement immediately after the defect comes to the notice of the Tenant.
- c. The Tenant must forward to the Landlord immediately upon receipt any correspondence addressed to the Landlord and any notice order or proposal relating to the Estate its use or value or to the development of the Landlord's Adjoining Property or any neighbouring property.

## **16. GOVERNING LAW**

This Tenancy and this agreement 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 law of England and Wales.

## **17. DATA PROTECTION**

17.1 Any personal data collected in connection with this agreement (where that data is used in connection with the Tenant's status as a student of the University of Oxford) will be stored and processed in accordance with the Student Data Protection statement for the University of Oxford, a copy of which is available at <http://www.ox.ac.uk/students/life/it/studentrecord/data>

17.2 The University may exchange personal data and information in relation to the Tenancy Agreement with the Tenant's College.

17.3 In addition present and future addresses and other contact details of the parties will be retained by the Landlord and may be supplied to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, tracing agencies or any other interested third party.

## **18. THIRD PARTIES**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This agreement has been entered into on the date stated at the beginning of it.

## FIRST SCHEDULE

### 1 Assignment or subletting

The Tenant agrees:-

- 1.1. not to assign underlet charge or part with possession of the whole or any part of the Property;
- 1.2. not to take in any paying Guest or lodger;
- 1.3. not to lend or share the Contents of the Property;
- 1.4. not to share possession of the whole or any part of the Property save as permitted by paragraph 0 of this First Schedule; and
- 1.5. not to advertise the Property for underletting or assignment, including (but not limited to) any advertisements online, on social media, by email, in the press or hard copy advertisements of any kind.

### **Option A – this clause sets out the regulations for Rooms, Bedsits and Studios ONLY**

### 2 Guests

- 2.1 Not to take in a guest (“**Guest**”) unless:
  - 2.1.1 the Guest stays no longer than a maximum of three nights in any week (a week being Monday through to Sunday); and
  - 2.1.2 the Tenant is present with the Guest at all times. The Tenant shall not allow the Guest to stay in the Property if the Tenant is away.
- 2.2 If the Landlord so requests in writing, the Tenant shall promptly supply the Landlord with any information about the Guest reasonably required by the Landlord including (without limitation) the Guest’s full name, address, date of birth and a copy of the Guest’s current passport, driver’s licence or other form of photographic identification, birth certificate, visa and/or other evidence of permission to reside.
- 2.3 The Landlord may at any time while the Tenant’s Guest is in occupation of the Property withdraw permission for the Guest to stay at the Property by notice in writing to the Tenant. On receipt of such notice the Tenant shall immediately ensure that the Guest vacates the Property. For the avoidance of doubt and without limitation, the Landlord shall be entitled to withdraw its permission to the Guest’s occupation of the Property if in the reasonable opinion of the Landlord the Guest breaches any of the terms of this agreement to the extent that such terms are applicable to the Guest’s occupation of the Property, or if the Guest

constitutes a serious risk to him or herself or to the Tenant or to others within the Block or the Estate.

- 2.4 If any of the occupiers of rooms or flats in the near vicinity of the Property reasonably object to the Guest's conduct or behaviour (including but not limited to those occupiers who share a kitchen or a bathroom with the Property) then the Tenant will arrange for the Guest to vacate the Property and the Estate as soon as possible.

**OR**

**Option B – this clause sets out the regulations for Flats and Houses ONLY**

**2 Guests and Family Members**

- 1.6. The Tenant may share occupation of the Property with a guest (“**Guest**”) for a period of no more than seven days without first obtaining the consent of the Landlord.
- 1.7. Subject to this paragraph and paragraph 1.8 of this Schedule, the Tenant may share occupation of the Property (a) with either a named partner, parent, grandparent, sibling, aunt, uncle, cousin or dependent child (“**Family Member**”) previously approved in writing by the Landlord (with such approval (or lack thereof) to be at the Landlord's absolute discretion) or (b) with a Guest for a period of between seven days and three months PROVIDED THAT:
- 1.7.1. The Tenant obtains the Landlord's consent in writing before allowing any Guest and/or Family Member into occupation;
- 1.7.2. Before allowing any Guest and/or Family Member into occupation the Tenant gives the Landlord a notice containing details of that Guest's and/or Family Member's name, their relationship to the Tenant and the length of their proposed stay and the date on which that Guest and/or Family Member will vacate the Property;
- 1.7.3. The Tenant supplies any information about the proposed Guest and/or Family Member reasonably required by the Landlord including (without limitation) a copy of the Guest's or Family Member's current passport, driver's licence or other form of photographic identification, birth certificate, visa and/or other evidence of permission to reside;
- 1.7.4. The Tenant makes it clear to the Guest and/or Family Member that the Guest and/or Family Member is not a party to this agreement and does not have any rights to enforce any terms of this agreement or to remain in the Property without the Tenant's permission.
- 1.7.5. The Tenant does not accept any payment from any Guest and/or Family Member and no relationship of landlord and tenant is created;
- 1.7.6. The Tenant shall be liable for any breach by any Guest and/or Family Member of the terms of this agreement;
- 1.7.7. The Tenant ensures that any Guest and/or Family Member vacates the Property on the earliest of:

- 1.7.7.1. the date specified in the Tenant's notice under paragraph 1.7.2 of this First Schedule;
- 1.7.7.2. the date on which the Tenant vacates this Property; and
- 1.7.7.3. the end of the Term.
- 1.7.8. The Tenant ensures that a Guest does not stay for any period longer than three months.
- 1.7.9. The Tenant shall ensure that he/she is present with the Guest at all times and the Tenant shall not allow the Guest to stay in the Property if the Tenant is away.
- 1.7.10. The Tenant shall notify the Landlord promptly after any Guest and/or Family Member vacates the Property.
- 1.8. The Landlord may, at any time while the Tenant's Guest or Family Member is in occupation of the Property, withdraw permission for the Guest and/or Family Member to stay at the Property by notice in writing to the Tenant. On receipt of such notice the Tenant shall immediately ensure that the Guest and/or Family Member vacates the Property. For the avoidance of doubt and without limitation, the Landlord shall be entitled to withdraw its permission or approval to the Guest's or Family Member's occupation of the Property if in the reasonable opinion of the Landlord the Guest or Family Member breaches any of the terms of this agreement to the extent that such terms are applicable to the Guest's or Family Member's occupation of the Property, or if the Guest or Family Member constitutes a serious risk to him or herself or to the Tenant or to others within the Block or the Estate.
- 1.9. If any of the occupiers of rooms or flats in the near vicinity of the Property reasonably object to a Guest or Family Member's, conduct or behaviour and then the Tenant will arrange for the Guest or Family Member to vacate the Property and the Block and the Estate as soon as possible.

### **Repairs and Alterations**

3. Not to do any damage to the Property or to the Contents or the Common Parts the Block or the Estate and to pay for all such damage (including accidental damage) save for fair wear and tear provided that the Tenant shall not be liable for any damage caused by fire otherwise than by the negligence of the Tenant or of any person who shall be in the Property or the Block or the Estate with the Tenant's consent whether express or implied.
4. To keep clean the inside and outside of all windows of the Property that the Tenant can reasonably and safely reach and to pay the Landlord on demand for the cost of the replacement of all broken or cracked glass in the windows of the Property except such as may be broken or cracked at the date hereof and noted in the Inventory.
5. To ensure that no act or omission takes place in the Property or Common Parts which may cause the external or internal drains to become obstructed and to keep the lavatories in the Property clear and clean.
6. To keep the Property and the Contents clean and tidy and in good condition throughout the Term and return the Property and the Contents to the Landlord at the end of the Term in the same state (except for fair wear and tear) as detailed on the Inventory and promptly to

implement any requirements of the Landlord following an inspection. Please note that the non-refundable cleaning charge referred to in clause 8 of this agreement is for a 'sparkle clean' and notwithstanding this charge, the Tenant is still expected to return the Property to the Landlord in a clean and tidy condition at the end of the Term.

7. To ensure that the Property is sufficiently heated and ventilated to avoid condensation and mould growth and if there is excess condensation the Tenant must wipe down surfaces promptly with bleach or any anti-mould product to help prevent mould growth recurring. The following measures should also be taken to avoid condensation:
  - the drying of clothes inside the Property or the Block or the Estate is prohibited except in areas designated for that purpose;
  - trickle vents shall be left open at all times and extractor fans in bathrooms and kitchens should be used; and
  - curtains and blinds should be kept open during the day.
8. To pay to the Landlord on demand the cost of washing or cleaning all curtains bedding and floor coverings included in the Contents and the washing down of the walls, floors, ceilings, windows and all other surfaces of the Property which shall have become soiled during the Term including the cost of replacement of items which are damaged or soiled beyond repair.
9. Not to drive drawing pins nails or screws or any similar thing into the walls of the Property or Common Parts nor to affix things to the walls by any means or to affix shower attachments to the taps and in the event of any breach to reimburse the Landlord on demand the cost of any repairs or redecorating required as a result of such breach.
10. Not to paint paper or redecorate any part of the interior or exterior of the Property or Common Parts.
11. Not to remove the Contents from the Property or any items from the Common Parts and not to bring additional furniture onto the Block or the Estate without the consent of the Landlord.
12. To keep any smoke detector which may be installed on the Property in good working order and in particular to test the said smoke detector not less than once in every week to ensure that it functions correctly and (in the case of a battery operated smoke detector) to replace at the Tenants' cost the batteries within the said unit whenever the need arises.
13. Not to cover over or otherwise tamper in any manner with any smoke detector which may be installed on the Property or the Block or the Estate so as to make it less effective in detecting smoke or fire at the Property or the Block or the Estate.
14. To comply with all fire safety regulations imposed by either the Landlord or any local authority and (without prejudice to the generality of this clause) to vacate the Property and the Block immediately if the fire alarm is sounded and (if required by the Landlord or local authority) to vacate the Estate and to co-operate at all times with the Landlord and/or the emergency services.
15. Not to pull down alter add to or in any way interfere with the construction or arrangement of the Property or the Common Parts.

16. To take all necessary precautions to prevent damage by frost to water apparatus within the Property.
17. Not to affix any wireless radio or television aerial to the Property or the Block or the Estate. Not to fix any flags placards signs or posters so as to be visible outside the Property.
18. Not to alter the existing lock on the Property or fit any additional lock or other device which would prevent the Landlord from gaining access to the Property.
19. Not to affix any items to the window glass or window frames of the Property or to allow the windows or doors to be obscured save by domestic curtains or blinds.

#### Use

20. Not to use in the Property or Common Parts any heating lighting or cooking appliance which burns paraffin or other liquid fuels.
21. Not to light any fires or burn any items whatsoever on the Property or Common Parts including, without limitation, any candles or joss sticks and not to cook other than in the designated kitchen areas
22. To use the Property as a private residence only for the use of the Tenant while she / he is a Student and not to carry out any trade or business in the Property.
23. Not to overload the electrical sockets in the Property.
24. Not do anything to or omit to do or on the Property or any other part of the Block or the Estate that:
  - 24.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property (including the Landlord's Adjoining Property) or the owners or occupiers of them;
  - 24.2 involves using the Property or any other part of the Block or the Estate for immoral or illegal purposes; or
  - 24.3 has the effect of invalidating the insurance that the Landlord has at any time taken out in respect of the Property and/or Block and/or Estate or increases the ordinary premium thereof and to pay to the Landlord a sum equal to the amount by which the ordinary premium for the insurance has increased as a direct result of the act or omission of the Tenant.
25. If the Tenant leaves the Property vacant for thirty (30) days or more, to inform the Landlord in advance in writing and comply with any requirements of the Landlord's insurers.
26. Not to keep any animal, bird, fish, insect, reptile or other creature of any kind (a "Pet") in the Property or anywhere else within the Block or the Estate without the prior written consent of the Landlord which can be granted and withdrawn by the Landlord in accordance with the University of Oxford Graduate Housing Pet Policy. If the Landlord does grant consent for the Tenant to keep a Pet, the Tenant will be required to enter into a pet licence, a copy of which is available from the Graduate Accommodation Office on request. If any Pet is kept (with or without consent) the Tenant shall pay for additional cleaning and damage

caused to the Property and/or the Common Parts including (but not limited to) the costs of ensuring no fleas remain.

27. Not to play or use any musical instrument or instruments wireless television gramophone or other electronic device for the reproduction or amplification of sound and/or music so as to be audible outside the Property between the hours of 11.00pm<sup>12</sup> and 8.00am nor at any other time so as to become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any other part of the Block, the Estate or any adjoining or neighbouring land (including the Landlord's Adjoining Property).
28. Not to use the Property or any other part of the Block or the Estate for any auction sale, any dangerous, noisy or offensive activity, any illegal or immoral act or purpose, or for any commercial activity.
29. Not to make any noise so as to be audible outside the Property between the hours of 11.00pm<sup>13</sup> and 8.00am nor at any other time so as to become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any other part of the Block, the Estate or any adjoining or neighbouring land (including the Landlord's Adjoining Property).
30. Not to allow washing or other items to be hung in the windows (save in accordance with paragraph 19 of this schedule) or on any balconies (if any) or on the outside of the Property and/or the Block.
31. Not to do or omit to do anything on the Property the doing or omission of which shall be a contravention of the Town and County Planning legislation and to immediately inform the Landlord of any notice served upon the Tenant or occupier by any person or authority which may affect the Landlord's interest in the Estate or any part of the Estate.
32. Not to install a washing machine in the Property and to use all appliances in accordance with any instructions or manuals supplied by the Landlord. In the event of a breakdown of any appliance or equipment the Tenant shall be present or otherwise arrange for the appropriate tradesperson technician or engineer to enter and leave the Property on order to try to rectify the fault and the Tenant will reimburse any call-out fee charged by such person in the event that the Tenant fails to make such arrangements.
33. Not to smoke anywhere in the Property in the Block or on the Estate except in designated smoking areas if any. This prohibition applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
34. Not to contravene the Misuse of Drugs Act 1971 or any subsequent amending legislation anywhere in the Property in the Block or on the Estate. Any contravention of this clause will be dealt with in accordance with University Drug Misuse Guidelines <https://www1.admin.ox.ac.uk/proctors/oxonly/drugmisuse/> or such other guidelines or policy as the University shall introduce from time to time.

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<sup>12</sup> In the case of Cavalier Court the time is 10pm not 11 pm

<sup>13</sup> In the case of Cavalier Court the time is 10pm not 11 pm

35. If the Tenant or any Family Member or Guest suffers from any infectious or contagious disease the Tenant must inform the Graduate Accommodation Office immediately and comply with any reasonable requests made by the Landlord to protect the welfare of the Tenant, Family Member, Guest, or the other occupiers of the Block and the Estate.
36. Not to use any computer facilities or access any computer network provided at the Property or the Block or the Estate by the Landlord except in accordance with the Landlord's regulations relating to the use of Information Technology facilities current from time to time and without prejudice to the generality of the foregoing not to connect any wireless router<sup>14</sup> to the University network supplied within the Property or the Block and not to tamper with any computer equipment of the Landlord located within the Property or the Block or the Estate.

### **Regulations and Estate Matters**

37. To observe and comply with any regulations for the conduct of tenants residing in the Block or the Estate as laid down from time to time by the Landlord including but not limited to the Graduate Accommodation Handbook and the Graduate Accommodation policies, copies of which are available on the Graduate Accommodation website at [www.admin.ox.ac.uk/accommodation/graduate/](http://www.admin.ox.ac.uk/accommodation/graduate/) or are available in hard copy from the Graduate Accommodation Office on request.
38. Not to interfere with damage or deface any trees shrubs flower beds lawns landscape features (including hard surfaces) or other parts of the grounds (if any) of the Estate and not to pick any flowers.
39. Not to leave articles of any description in any part of the Estate other than within the Property. In particular the Tenant shall not obstruct any of the corridors paths or passageways or leave bicycles anywhere on the Estate save that one bicycle (not a motor bike) may be stood in any designated bicycle store or storage areas if there is room in one.
40. [ Walton Street only] Not to leave bicycles anywhere on the Block or anywhere on Walton Street save for one bicycle (not a motor bike) which may be stood in any designated bicycle store or storage areas within the Block if there is room in one. In particular the Tenant agrees not to secure any bicycle to the railings of any of the houses on Walton Street or to park or secure any bicycle in any position on Walton Street which fully or partially obstructs any pavement road or footpath or which causes a nuisance or annoyance to others
41. To close any blinds and or curtains in the Property after dark to ensure that no light shines out of the Property.
42. **OPTION A – FOR SITES WHERE PARKING IS PROHIBITED<sup>15</sup>**

[Not to bring into or keep in the City of Oxford a motor vehicle (except where the Tenant is registered disabled and requires the use of a motor vehicle and such use is not prohibited by the planning permission authorising the use of the Block or the Estate or any related

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<sup>14</sup> Wireless routers are only permitted at Court Place Gardens. At all other sites wireless routers are not permitted, but will not be needed as the Tenant can connect directly to the University's IT network without a router.

<sup>15</sup> Parking is prohibited on several sites - please see the Graduate Handbook and the Graduate Accommodation website for further information. If you are disabled and need to keep a car at your graduate accommodation in connection with your disability, please inform the Graduate Accommodation team who will endeavour to assist.

agreement with the local authority, in which case the Tenant shall inform the Landlord on the signing of this agreement so that arrangements can be made, where possible, to accommodate the motor vehicle within the Estate).

**OR**

**OPTION B – FOR SITES WHERE PARKING IS ALLOWED WITH PERMITS<sup>16</sup>**

[To comply with all regulations made by the Landlord in relation to the keeping and parking of motor vehicles]

43. The Tenant shall purchase a television licence for the Property if a licence is required.

**Disclaimer**

44. Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, the Landlord will not in any circumstances be liable in respect of loss or damage to any person or property except where it can be shown that the loss or damage was caused by any negligence on the part of the Landlord.
45. The Landlord has the right to carry out alterations, repairs or building works to the Block, the Estate or the Landlord's Adjoining Property without liability for disturbance to the Tenant where the Landlord has used reasonable endeavours to carry out works at times likely to cause least disturbance and otherwise for as short a period as reasonably practicable (save in the case of emergency).

**Costs**

46. To pay all costs (including legal and surveyor's fees) incurred by the Landlord:
- (a) in connection with the preparation and service of a notice under Section 146 Law of Property Act 1925 whether forfeiture of the Tenancy is avoided by relief granted by the Court or in any other way;
  - (b) in connection with the Landlord enforcing the Tenant's obligations under this agreement or dealing with any breach of those obligations; and
  - (c) in connection with the recovery of arrears of Rent or other sums due under this agreement.

**Landlord Access for Repairs**

47. If the Landlord exercises its rights of entry in accordance with clause 4.g for the purpose set out at clause 4.g(i) and/or 4.g(ii) then the Tenant will:
- (a) maintain a safe environment for the Landlord and for any other staff or workmen exercising this right of entry; and
  - (b) comply with any reasonable requirements of the Landlord or their agents or contractors in relation to those works and/or the Landlord's rights of entry.

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<sup>16</sup> This only relates to sites where parking is allowed once a permit has been obtained from the University - please see the information for each graduate site on the Graduate Accommodation website for further information.

48. If there are works to be carried out to the Property or the Block or the Estate where the Landlord or their workmen consider it reasonably necessary for health and safety reasons that the Tenant needs to temporarily vacate the Property then on receiving reasonable notice from the Landlord (or immediately in the case of emergency) the Tenant will temporarily vacate the Property either:
- (i) for such reasonable period during the hours of 9am – 6pm on usual Working Days (or at any time of day or night on any day in the case of emergency) as the Landlord or their workmen require; and/or
  - (ii) for any other period as reasonably required by the Landlord where the Landlord has exercised its right under clause 4.1 to move the Tenant to alternative accommodation (“the Alternative Accommodation”) and provided the Tenant with the Alternative Accommodation, in which case the Tenant will vacate the Property as required the Landlord and will occupy the Alternative Accommodation provided by the Landlord on the same terms as this agreement, except the Term, and deductions may be made from the Deposit in respect of the Alternative Accommodation as if it were the Property.

## SECOND SCHEDULE

Provided that the Tenant pays the Rent and performs his/her obligations under this agreement the Landlord agrees:-

1. To pay the business and water rates for the Estate.
2. To take all reasonable steps to provide the following services:-
  - 2.1 cleaning of the Block and Common Parts;
  - 2.2 disposal of refuse from the Common Parts;
  - 2.3 central heating, hot and cold water and electricity for the Property [(subject to the Tenant's obligation to pay for any Utility Services)]<sup>17</sup>; and
  - 2.4 light and power for the Common Parts.
3. To allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord (save as permitted by this agreement).
4. To:
  - 4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - 4.2 keep in repair and proper working order the Service Apparatus and the installations in the Property for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - 4.3 keep in repair and proper working order the installations in the Property for central heating and heating water.

Provided that the Landlord shall not be required to:

- 4.4 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- 4.5 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

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<sup>17</sup> This is only relevant where the Tenant pays for gas & electricity or gas

Signed by Katherine Scheinkonig / .....  
Ingrid Keary/ Sara Leneic for and  
on behalf of **THE**  
**CHANCELLOR MASTERS**  
**AND SCHOLARS OF THE**  
**UNIVERSITY OF OXFORD**

Signed by [Name of Tenant] .....

SAMPLE