



**DATED**

**2021**

**TENANCY AGREEMENT**

**BETWEEN**

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

**-and-**

**«Tenant1\_Title» «Tenant1\_Forename» «Tenant1\_Surname»**

**TENANCY**

Relating to «Unit\_description»

**FARNDON COURT 133 WOODSTOCK ROAD OXFORD, OX2 6HW**

**(«Ten\_start») to 31 July 2022**

**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) «**Tenant1\_Title**» «**Tenant1\_Forename**» «**Tenant1\_Surname**» of «**Unit\_description**», Farndon Court, 133, Woodstock Road, Oxford, OX2 6HW (“**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.
- B. This is a student letting and not an assured shorthold tenancy or assured tenancy (Paragraph 8 of Schedule 1 to The Housing Act 1988).
- C. The Landlord has signed up to the Universities UK Student Accommodation Code of Practice details of which can be found at <https://www.thesac.org.uk/the-code>.

## AGREED TERMS

### 1. TENANT DECLARATION

- a. The Tenant agrees and declares that they are either a Student (as hereinafter defined) or that they are intending to pursue a course of study as a Student 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. **Contents:** means the ensuite bathroom and any other items which are listed in the Inventory and any other fixtures and fittings and furnishings in the Property which belong to the Landlord.
- b. **Common Parts:** means those 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 excluding any loft spaces but 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 but excluding any estate roads and pedestrian ways on the Estate.
- c. **Deposit:** means £«**Deposit\_amt**»

- d. **Estate:** means Farndon Court 133 Woodstock Road Oxford OX2 6HW
- e. **Graduate Internet Service:** as set out at:  
<https://gradaccommodation.admin.ox.ac.uk/internet-access>
- f. **Guest:** shall be as defined in paragraph 2 of the First Schedule.
- g. **Inventory:** means a list of contents and description of the condition of the Property which is checked and signed by the parties.
- h. **Landlord's Adjoining Property:** means any property owned by the Landlord which adjoins or neighbours the Estate.
- i. **Property:** means «Unit\_description» forming part of the Estate and excludes any loft spaces above the Property.
- j. **Rent:** means £«newrent» per calendar month and the Rent for those days not forming a full calendar month is calculated on an annual daily basis by multiplying the calendar month Rent by 12 and dividing that by 365 and not by reference to the calendar month within which those days fall.
- k. **Rent Payment Dates:** means the 1st Working Day of each calendar month.
- l. **Service Apparatus:** means all pipes, wires cables, sewers, drains, gullies, watercourses, flues, rainwater goods, other similar conduits and other installations on the Estate for supplying Utility Services to the Property as may be provided by the Landlord from time to time.
- m. **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.
- n. **Term:** means a fixed term from and including «Ten\_start» to and including **31 July 2022** (but determinable by the Landlord as hereinafter provided).
- o. **University:** means the University of Oxford.
- p. **College:** means Reuben College, a Graduate Society of the University of Oxford.
- q. **University's Code of Discipline:** means the University's Code of Discipline which is set out in the University's Statutes and Regulations at: [http://www.admin.ox.ac.uk/statutes/352-051a.shtml#\\_ToC28142342](http://www.admin.ox.ac.uk/statutes/352-051a.shtml#_ToC28142342)
- r. **University's IT Service Entitlements:** means those entitlements set out at:  
[https://help.it.ox.ac.uk/iam/registration/service\\_entitlements](https://help.it.ox.ac.uk/iam/registration/service_entitlements)
- s. **Utility Services:** means such gas, electricity, hot and cold water, central heating, drainage, telecommunications, the University's Wi-Fi and other services of whatever nature as are in fact provided by the Landlord or other provider from time to time.

- t. **Working Day:** means any day other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

#### Interpretation

- u. Clause headings shall not affect the interpretation of this agreement.
- v. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- w. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- x. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- y. 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.
- z. A reference to this agreement is a reference to this tenancy agreement.
- aa. A reference to **writing** or **written** does not include faxes.
- bb. Any reference to **Tenancy** refers to the tenancy created under this agreement.
- cc. A reference to the **end of the Term** is to the end of the Term however and whenever it ends.
- dd. Any reference to the giving of consent by the Landlord requires the consent to be given in writing.
- ee. 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 any person who shall be in the Property or the Estate with the Tenant's consent whether express or implied.
- ff. References to clauses are to the clauses of this agreement.
- gg. 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.
- hh. 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.

### 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 Property on foot or on bicycle along such roads and on foot along such pavements that the Landlord shall designate from time to time to gain access to and egress from the Property;
- b. to pass to and from the Estate along such route that the Landlord shall designate from time to time with vehicles:
  - i. for the purpose of unloading and loading at the beginning and end of the Term;
  - ii. at all times where possible where permission has been granted in accordance with paragraph 40 of the First Schedule to the Tenant with a disability;
- c. to use the hallways, corridors, stairways and landings of the Common Parts within the Estate for the purpose of access to and egress from the Property;
- d. to use the Common Parts in connection with the use and enjoyment of the Property and only for their proper purposes; and
- e. to receive Utility Services through the Service Apparatus as are from time to time in, on, over or under the Estate 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 between 8.30am and 6.00pm 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 contractors tools and equipment and for any reasonable purpose including (but not limited to):
  - i. for the purpose of inspecting the Property 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 such as testing for Legionnaire's disease;
- 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;

- 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;
- l. the right to suspend, limit or remove parking and vehicular access for any reasonable purpose giving the Tenant reasonable notice of this; and
- m. 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 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 ceases to be a Student, including but not limited to the following reasons: the Tenant has withdrawn from their 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 their thesis; or where the Tenant ceases to be a Student for any other reason, they 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 has ceased to be a Student terminate this Tenancy by serving not less than two month's 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; or
  - ii. if in the reasonable opinion of the Landlord the health or behaviour of the Tenant or any of the Tenant's Guest(s) constitutes a serious risk to themselves or others within 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. The Rent for part of a month is calculated on an annual daily basis. This figure is ascertained by multiplying the calendar month Rent by 12 and dividing that figure by 365. The resultant daily rate is then multiplied by the number of days for which Rent is to due be paid to ascertain the apportioned Rent for a part of a month.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Where any rent is paid in advance it will be applied to future Rent payments and is non-returnable. If at the end of the Term Rent has been over paid the Landlord will return any overpayment to the Tenant.

## **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. the actual cost to the Landlord of making good any damage to the Property or the Contents (except for fair wear and tear);
  - ii. the actual cost to the Landlord of replacing any of the Contents which may be missing from the Property or damaged beyond repair;

- iii. 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. the actual cost to the Landlord of paying for the Property and the Contents to be cleaned (if the Tenant is in breach of their 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 13e;
- vi. paying any proper and reasonably incurred unpaid charges for any Utility Services incurred at the Property for which the Tenant is liable; and
- vii. paying any proper and reasonably incurred legal or professional fees incurred by the Landlord as a result of any breaches by the Tenant of the terms of this agreement,

and the Landlord will notify the Tenant as soon as practicable of any lawful 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 Utility 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 reasonable costs properly incurred by the Landlord in connection with failure to vacate.
- d. The balance (if any) of the Deposit remaining at the end of the Term after deductions pursuant to 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. 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.

## **8. CHARGES**

- a. The Tenant shall pay the Landlord's reasonable costs in respect of replacement for the loss of a key to or other security device giving access to the Property together with any reasonable costs incurred in respect of a call out to the Property to arrange access. Typical charges are set out in Appendix 1.
- b. The Tenant shall pay the Landlord's reasonable costs where the Landlord suffers a loss because of the Tenant's breach of the tenancy agreement. Examples of breaches and charges are set out in Appendix 1.

## **9. OUTGOINGS AND OTHER COSTS**

- a. The Tenant shall also pay 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 and hot water.
- b. Any sum or sums payable from time to time under clause 9 a. shall be payable on written demand and at the election of the Landlord either to the Landlord or to such person as the Landlord may direct.
- c. The Tenant shall be responsible for and pay any Council Tax payable in respect of the Property directly to the Council tax billing authority.

## **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 are made aware of and observe the agreements stipulations and conditions of the First Schedule.
- c. The Tenant acknowledges that in the event that they cease to be a Student, or where their access to the University's IT Service Entitlements has been removed by the University, that the Landlord will cease to permit access to the Graduate Internet Service and wider Internet as this resource is dependent upon the Tenant remaining a Student and the University permitting access. No replacement service will be supplied.

## **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 **SAVE THAT** where the Tenant ceases to be a Student or where their access to the University's It Service Entitlements has been removed by the University, that the

Landlord will cease to permit access to the Graduate Internet Service and wider Internet as this resource is dependent upon the Tenant remaining a Student and the University permitting access.

## 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 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, or the Estate to the caretaker or to the Bursary 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 for a period of 12 months after the end of the tenancy agreement and if not claimed by the Tenant it will be retained by the Landlord for its own use.

- f. Where the Tenant has failed to provide the Landlord with a forwarding address, contact email address and or their bank account details for return of the balance of the Deposit (if any) after any deductions are made; the Landlord will attempt to return the balance to the Tenant to its last known address by cheque. However if the cheque is returned or not presented the balance will be held by the Landlord for a period of 12 months after the end of the tenancy agreement and if not claimed by the Tenant it will be retained by the Landlord for its own use.

## 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 they may wish to hold in respect of their 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: -

Bursar, Reuben College, University of Oxford, 2<sup>nd</sup> Floor Eagle House, Walton Well Road, Oxford OX2 6ED.

- b. The Tenant must notify the Landlord in writing of any defect in the Property, 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.

## **17. PRIVACY NOTICE**

- a. Any personal data collected in connection with this agreement will be stored and processed in accordance with the Graduate Privacy Notice a copy of which is available at: <https://reuben.ox.ac.uk/governance-and-policies>.
- b. The Landlord draws to your attention to the following detail which is in the Graduate Privacy Notice that it:
  - i. may exchange personal data and information in relation to this agreement with the Tenant's College;
  - ii. may retain present and future addresses and other contact details of the parties and these may be supplied to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or tracing agencies and;
  - iii. may collect names and contact information of family members and associates.

## **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.

SAMPLE

## 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 2 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.

### 2. Guests

- 2.1. The Tenant may not take in a guest (“Guest”) at any time during a pandemic, epidemic, other outbreak of illness or where the University at its discretion deems it unsafe to permit a Guest to stay.
- 2.2. Where 2.1 does not apply a Tenant may take in a Guest subject to the following conditions:
  - 2.2.1. the Tenant must supply the Guest’s name and the dates that the Guest is to stay to the Landlord in writing by email to the Bursary Office before the Guest stays at the Property.
  - 2.2.2. the Guest may not stay more than a maximum of three nights in any month; and
  - 2.2.3. the Tenant must be present with the Guest at all times. The Tenant shall not allow the Guest to stay in the Property if the Tenant is away; and
  - 2.2.4. One Guest only is permitted at any one time.
- 2.3. 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.
- 2.4. 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 in any of the following circumstances:
  - 2.4.1. in the reasonable opinion of the University 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
  - 2.4.2. if the Guest constitutes a serious risk to themselves or to the Tenant or to others within the Block or the Estate; or

2.4.3. in the event of a pandemic, epidemic or outbreak of illness or where the University at its discretion deems it unsafe to permit a Guest to stay.

2.5. 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 with the Property) then the Tenant will arrange for the Guest to vacate the Property as soon as possible.

### **Repairs and Alterations**

3. Not to do any damage to the Property or to the Contents or the Common Parts 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 Estate with the Tenant's consent whether express or implied.
4. To keep clean the inside 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.
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 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 and;
  - not to use humidifiers.
8. 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.
9. Not to paint paper or redecorate any part of the interior or exterior of the Property or Common Parts.
10. Not to remove the Contents from the Property or any items from the Common Parts and not to bring additional furniture into the Property or the Estate without the consent of the Landlord.

11. 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 the batteries within the said unit whenever the need arises.
12. Not to cover over or otherwise tamper in any manner with any smoke detector which may be installed on the Property or the Estate so as to make it less effective in detecting smoke or fire at the Property or the Estate.
13. 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 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.
14. Not to pull down alter add to or in any way interfere with the construction or arrangement of the Property or the Common Parts.
15. To take all necessary precautions to prevent damage by frost to water apparatus within the Property.
16. Not to affix any wireless radio or television aerial to the Property or the Estate. Not to fix any flags placards signs or posters so as to be visible outside the Property.
17. 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.
18. 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

19. Not to use in the Property or Common Parts any heating lighting or cooking appliance which burns paraffin or other liquid fuels.
20. 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.
21. To use the Property as a private residence only for the use of the Tenant and not to carry out any trade or business in the Property.
22. Not to overload the electrical sockets in the Property.
23. Not do anything to or omit to do anything on the Property or any other part the Estate that:
  - (a) 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;
  - (b) involves using the Property or any other part of the Estate for immoral or illegal purposes; or
  - (c) has the effect of invalidating the insurance that the Landlord has at any time taken out in respect of the Property and/or the Estate or which 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.



24. 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.
25. 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 Estate.
26. 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 10.00pm 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 Estate or any adjoining or neighbouring land (including the Landlord's Adjoining Property).
27. Not to use the Property or any other part of the Estate for any auction sale, any dangerous, noisy or offensive activity, any illegal or immoral act or purpose, or for any commercial activity.
28. Not to make any excessive noise so as to become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any other part of the Estate or any adjoining or neighbouring land (including the Landlord's Adjoining Property) at any time and to keep any noise at a low level between the hours of 10.00pm and 7.00am as far as is possible.
29. Not to allow any item to be hung in the windows (save in accordance with paragraph 18 of this schedule) or on any balconies (if any) or on the outside of the Property.
30. 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.
31. Not to install a washing machine, dryer or dishwasher 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 in order to try to rectify the fault.
32. Not to smoke anywhere in the Property 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.
33. Not to contravene the Misuse of Drugs Act 1971 or any subsequent amending legislation anywhere in the Property or on the Estate.
34. If the Tenant or any Guest suffers from any infectious or contagious disease the Tenant must inform the Bursary Office immediately and comply with any reasonable requests made by the Landlord to protect the welfare of the Tenant, Guest, or the other occupiers of the Estate.
35. Not to use any computer facilities or access any computer network provided at the Property or the Estate ("**the University's Network**") by the Landlord except in accordance with the Landlord's regulations which are set out at <http://www.it.ox.ac.uk/rules> and at <https://governance.admin.ox.ac.uk/legislation/it-regulations-1-of-2002> and for the avoidance of doubt:
  - (a) the use of the University's Network at the Property is only permissible whilst the Tenant is a Student. The University's Network is intended primarily for academic purposes but reasonable and limited use for social and recreational purposes by the Tenant is acceptable; and

- (b) responsibility for all activity on the University's Network connection at the Property lies with the Tenant.

### **Regulations and Estate Matters**

- 36. To observe and comply with:
  - (a) any regulations for the conduct of tenants residing in the Property ,or the Estate as laid down from time to time by the Landlord including but not limited to the Reuben College Student Handbook and the college policies, copies of which are available on the college website at [www.reuben.ox.ac.uk/student-handbook](http://www.reuben.ox.ac.uk/student-handbook) or are available in hard copy from the Bursary Office on request; and
  - (b) the University's Code of Discipline which applies to all University property.
- 37. 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.
- 38. Not to leave articles of any description in any part of the Estate other than within the Property.
  - (a) 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.
  - (b) Further the Tenant shall not store any articles in any loft spaces above the Property or in any loft spaces in Common Parts or on the Estate.
- 39. To close any blinds and or curtains in the Property after dark to ensure that no light shines out of the Property.
- 40. 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 Estate or any related agreement with the local authority, in which case the Tenant shall inform the Landlord before the signing of this agreement so that arrangements can be made, where possible, to accommodate the motor vehicle within the Estate.
- 41. The Tenant shall purchase a television licence for the Property if a licence is required.

### **Disclaimer**

- 42. 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.
- 43. The Landlord has the right to carry out alterations, repairs or building works to 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, for example between the hours of 8.00am and 6.00pm, and otherwise for as short a period as reasonably practicable (save in the case of emergency).

## **Costs**

44. To pay all reasonably and properly incurred 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**

45. 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 staff or its contractors exercising this right of entry;
  - (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;
  - (c) not delay or prevent access to the Property;
  - (d) not interfere with the carrying out of work;
  - (e) treat the Landlord's staff and contractors with courtesy and consideration.
46. If there are works to be carried out to the Property or the Estate where the Landlord or their contractors 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 between 8.30am to 6.00pm 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 contractors require; and/or
  - (ii) for any other period as reasonably required by the Landlord where the Landlord has exercised its right under clause 4.m 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.
47. Communication with the Landlord its staff and contractors
- (a) The Tenant will when communicating or interacting with the Landlord's staff and or its contractors whether by telephone, in writing, or face to face be polite and considerate.
  - (b) In communicating with the Landlord the Tenant must not:

- (i) subject the Landlord's staff and or its contractors to harassment as defined in the University's Code of Discipline;
  - (ii) engage in violent, indecent, disorderly, threatening or offensive behaviour or language; or
  - (iii) interrupt staff/contractors in the course of their work.
48. The Landlord may, in addition to any other measures it takes, refer any breach of clause 47 above to the Tenant's College and or the University's Proctors for consideration under the University's Code of Discipline.

SAMPLE

## SECOND SCHEDULE

Provided that the Tenant pays the Rent and performs their 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 Estate 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 (including the ensuite bathroom) (subject to the Tenant's obligation to pay for the cost of electricity); 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.

## Appendix 1

### Charges

The Landlord will not charge the Tenant any more than the amount actually incurred by the Landlord due to the Tenant's breach or default.

Description	Typical charges to cover the Landlord's costs incurred
Call out fee to arrange access between 4.30 pm and 8.30am and on non-Working Days due to lost key/fob/access card.	£25.00
On site staff attending to heat or smoke detectors which have been tampered or removed.	£15.00 to £50.00
Administrative cost of dealing with the breach of non-smoking regulations	£10.00 to £40.00
Attending to fire alarm call outs in the event that these are due to tenant fault	£15.00 to £50.00
Replacement keys/fobs/access cards	£2.00 to £50.00 depending on type of fob/key

<b>Range of typical charges for cleaning, replacement of furniture or damage to the Property and Contents for breaches of the agreement. The charges and details set out below are by way of example only and are not exhaustive.</b>	
General cleaning	£23.50 per hour
Carpet /vinyl clean	£41.21 to £171.67 depending on area
Rubbish clearance	£2.75 per bag
Smoke contamination	£200.00 -£300.00
Repainting of one wall	£162.00
Replacement of furniture	£150.00- £400.00 depending on the item
Damage to door/replacement of door	£15.00- £300.00
Damage to lock/replacement of lock	£50.00 - £150.00
Damage to window	£50.00- £300.00
Replacement Wi- Fi router	£41.28
Call out fee and repairs to fire alarms/ smoke detector by specialist contractor	£50- £250.00

Signed by Tania Boyt for and on behalf of **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**

.....

Signed by «Tenant1\_Title»  
«Tenant1\_Forename»  
«Tenant1\_Surname»

.....

SAMPLE