Licence to Occupy relating to Junior Member Accommodation

This LICENCE TO OCCUPY is dated the date the electronic acceptance form is received.

This LICENCE TO OCCUPY and the Christ Church Blue Book (the Junior Members’ Handbook) create legally binding obligations between Christ Church and the Junior Member, so please read them and make sure you understand and agree to them before you sign this agreement. This Licence is governed by English law which international students may find quite different to the law which applies in their country. Take advice before signing if there is anything you are unsure about.

Christ Church complies with the Universities UK (UUK) Accommodation Code of Practice. Further details can be found at: https://www.thescac.org.uk

AGREED TERMS

1. Definitions and Interpretations

1.1 The following definitions and rules of interpretation apply in this Licence to Occupy

<table>
<thead>
<tr>
<th><strong>Junior Member</strong></th>
<th>The University Student and junior member of Christ Church to which this licence applies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accommodation</strong></td>
<td>A room owned by Christ Church to be allocated to the Junior Member by Christ Church</td>
</tr>
<tr>
<td><strong>Christ Church</strong></td>
<td>Christ Church (whose legal name is The Dean and Chapter of the Cathedral Church of Christ in Oxford of the Foundation of King Henry VIII.) of St Aldates, Oxford OX1 1DP <a href="mailto:accommodation@chch.ox.ac.uk">accommodation@chch.ox.ac.uk</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th><strong>Accommodation Contents</strong></th>
<th>Christ Church shall provide in or to the Accommodation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>A bed and bedside cabinet</td>
</tr>
<tr>
<td>(b)</td>
<td>A wardrobe</td>
</tr>
<tr>
<td>(c)</td>
<td>A desk, desk chair and occasional chair</td>
</tr>
<tr>
<td>(d)</td>
<td>Curtains</td>
</tr>
<tr>
<td>(e)</td>
<td>The Services</td>
</tr>
</tbody>
</table>

| **Blue Book**             | Found at FAQs and Useful Information | Christ Church, Oxford University and any new or amended versions that come in to place during the Licence Period |

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<table>
<thead>
<tr>
<th><strong>Building</strong></th>
<th>The building in which the Accommodation is situated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Charge</strong></td>
<td>Shall be the sum of £32.81 per night</td>
</tr>
<tr>
<td><strong>Clerk of Works</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>College</strong></td>
<td>All the buildings belonging to the College for use as junior member residents and the main site building being the address of Christ Church</td>
</tr>
<tr>
<td><strong>Common Facilities</strong></td>
<td>Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of Christ Church’s property which are necessary for the purpose of gaining access to the Accommodation, including (where provided) the use of bicycle storage/area, laundry and designated drying areas, refuse areas, and the use of the garden/outside area for quiet recreation subject to such regulations as Christ Church determines from time to time</td>
</tr>
<tr>
<td><strong>Common Parts</strong></td>
<td>Such paths, entrance halls, corridors, lifts, staircases, landing, and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Accommodation as designated from time to time</td>
</tr>
<tr>
<td><strong>Deposit</strong></td>
<td>The sum of £300 to be paid on or before Friday of 2nd week of the first term of the licence period.</td>
</tr>
<tr>
<td><strong>Disability Co-ordinator</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>House Manager/Housekeeping Manager</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>House Surveyor</strong></td>
<td>A surveyor appointed by Christ Church</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>The block insurance policy with Endsleigh subject to the conditions, exclusions, limitations, and excesses of the policy, a copy of which is linked from the Blue Book.</td>
</tr>
<tr>
<td><strong>Licence Period</strong></td>
<td>The licence period shall be for 58 nights each University Term (Fresher Undergraduates will be charged for 62 nights in their first Michaelmas Term) as per the Blue Book. Vacation periods for undergraduate junior members are charged separately and permission is required to cover any vacation periods during the academic year. Vacation periods for graduate junior members may be covered if they have opted in for a longer stay</td>
</tr>
<tr>
<td><strong>A reference to a single Licence Period will be to an individual University Term</strong></td>
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<tr>
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<tr>
<td><strong>Payment Dates</strong></td>
<td>Pre-payment by way of a direct debit mandate by the Friday of 2(^{nd}) week each University Term</td>
</tr>
<tr>
<td><strong>Permitted Use</strong></td>
<td>Residential use for occupation by the Junior Member as a study bedroom whilst undertaking a full-time course of study with Christ Church or any other University Student permitted to occupy the Accommodation</td>
</tr>
<tr>
<td><strong>Porter's Lodge</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>Rights</strong></td>
<td>The Junior Member is permitted the benefit of the following rights:</td>
</tr>
<tr>
<td></td>
<td>(a) To occupy the Accommodation during the Licence Period</td>
</tr>
<tr>
<td></td>
<td>(b) To use the Accommodation Contents</td>
</tr>
<tr>
<td></td>
<td>(c) To use the Common Parts</td>
</tr>
<tr>
<td></td>
<td>(d) To use the Services</td>
</tr>
<tr>
<td></td>
<td>(e) To use the Common Facilities, so far as they are available</td>
</tr>
<tr>
<td></td>
<td>(f) To use Christ Church's dining facilities, subject to additional charges</td>
</tr>
<tr>
<td><strong>Scout</strong></td>
<td>An Oxford term for a cleaner.</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Christ Church shall provide the following services in relation to the Accommodation:</td>
</tr>
<tr>
<td></td>
<td>(a) Repair of defects</td>
</tr>
<tr>
<td></td>
<td>(b) Lighting and heating of the College</td>
</tr>
<tr>
<td></td>
<td>(c) Providing hot and cold running water to the Accommodation and/or Common Parts</td>
</tr>
<tr>
<td></td>
<td>(d) Providing an electricity supply to the Accommodation</td>
</tr>
<tr>
<td></td>
<td>(e) Disposing of general waste and recycling deposited in the proper receptacles</td>
</tr>
<tr>
<td></td>
<td>(f) Cleaning of the Accommodation and the Common Parts during the University Term. There is a reduced service outside of University Term and no cleaning will take place during closed periods at Christmas and Easter. During these periods, the Junior Member is expected to keep their rooms clean, tidy and to dispose of rubbish in the main refuse areas in the Meadow and in St Aldate’s; the same procedure applies at Liddell and other off-site properties</td>
</tr>
<tr>
<td><strong>Steward</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>Steward's Office</strong></td>
<td>As set out in the Blue Book</td>
</tr>
<tr>
<td><strong>University of Oxford’s Environmental Policy</strong></td>
<td>The policy found here: <a href="https://www.ox.ac.uk/about/building-our-future/environmental/strategies-policies">https://www.ox.ac.uk/about/building-our-future/environmental/strategies-policies</a> and any new or amended versions that come in to place during the Licence Period</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>University of Oxford’s Regulations</strong></td>
<td>The regulations found here: <a href="https://www.ox.ac.uk/students/academic/regulations">https://www.ox.ac.uk/students/academic/regulations</a> and any new or amended versions that come in to place during the Licence Period</td>
</tr>
<tr>
<td><strong>University Student</strong></td>
<td>A full time student of the University of Oxford</td>
</tr>
</tbody>
</table>
| **University Term** | Refer to: [https://www.ox.ac.uk/about/facts-and-figures/dates-of-term?wssl=1](https://www.ox.ac.uk/about/facts-and-figures/dates-of-term?wssl=1)  
Any reference to a specific term, i.e. Michaelmas Term, shall be to the terms set out on the link above. |

1.2 Clause headings shall not affect the interpretation of this Licence.

1.3 Unless the context requires otherwise, a reference to one gender shall include a reference to other genders.

1.4 A reference to laws in general is a reference to all local, national, and directly applicable supra-national laws as amended, extended, or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, code of practice and guidance made under them.

1.5 A reference to writing or written includes email but excludes fax.

1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.7 References to clauses are the clauses of this Licence.

1.8 Any words following the terms: including; include; in particular; for example; or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 A working day is any day which is not a Saturday, a Sunday, a bank holiday, or a public holiday in England.
2. **Acknowledgments**

2.1 The Junior Member shall occupy the Accommodation as a licensee and no relationship of landlord and tenant is created between Christ Church and the Junior Member by this Licence.

2.2 Christ Church retains control, possession, and management of the Accommodation, and the Junior Member has no right to exclude Christ Church from the Accommodation.

2.3 The licence to occupy granted by this agreement is personal to the Junior Member and is not assignable, save for as provided in Clause 9.4(b).

2.4 If the Accommodation includes more than one bedroom, it may be shared only with another junior member of Christ Church who has entered into an agreement with Christ Church on the same terms as this Licence. Clause 6 sets out further obligations for shared occupiers.

2.5 Without prejudice to its rights under Clause 9, Christ Church shall be entitled to transfer the Junior Member to alternative accommodation as detailed at Clause 9.7.

3. **Junior Member’s Obligations**

**Payments**

3.1 To pay the Charge to Christ Church on or before the Payment Dates.

3.2 Charges for the Services are included in the Charge, however if utilities such as water and electricity, are not used economically, Christ Church reserve the right to make an additional charge which will be payable on demand.

3.3 Without prejudice to any other remedy available to the whole or part of the Charge that has not been paid within 14 days of any Payment Date, to pay Christ Church interest on the amount outstanding at the rate of 3% above the base rate of the Bank of England from time to time in force from the date it becomes overdue until and including the date it is paid.

3.4 To pay the Deposit to Christ Church on or before the date required.

3.5 To pay to Christ Church all costs reasonably incurred in enforcing the Junior Member’s obligations in this Licence or arising from a breach of them.

3.6 Where damage or loss occurs at the Accommodation and it is not possible for Christ Church (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss. The Junior Members shall not be required to contribute to loss or damage which, in Christ Church’s reasonable opinion, has been caused by an intruder provided that the Junior Member has complied with their obligations in this Licence relating to security.

**Use**
3.7 To only use the Accommodation for the Permitted Use.

3.8 Not to cook in the Accommodation. The only cooking appliance permitted in the Accommodation is an automatic electric kettle or coffee maker and, in areas where there is no Tea Point (Tom Quad only), an automatic pop-up toaster. Tea Points are provided in all other staircases and are equipped with a kettle, toaster, and microwave. In the Liddell Building and St Aldate’s Quad, all cooking appliances must be kept in Kitchens. The Junior Member should refer to the Blue Book for advice on safe cooking.

3.9 Not to hang any washing from the Accommodation or in the grounds of the Building save those areas designated for such use.

3.10 Not to allow any musical instrument, television, loudspeaker, radio, or other noise making instrument of any kind to be played or used and not to allow any singing to be practiced in the Accommodation so as to cause annoyance to the other junior members or any other occupiers in the Building, or so as to be audible outside the Accommodation between the hours of 2300hrs and 0700hrs.

**Damage and Repair**

3.11 To check the Accommodation and Accommodation Contents and report any problems to the House Manager, Staircase Scout or Porters Lodge within 7 days of the start of the Licence Period. Failure to do so may make the Junior Member liable to any damage found after their departure.

3.12 Where the Junior Member becomes aware of damage to the Accommodation caused by an intruder, to report the incident to the Steward’s Office and/or the Porter’s Lodge immediately, or as soon as reasonably practicable.

3.13 To keep the Accommodation, the Accommodation Contents and (jointly with other junior members) the fixtures and fittings in the Common Parts in a clean and tidy condition and not to damage them.

3.14 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains especially via sinks, toilets, showers or baths in the Accommodation or Common Parts.

3.15 Not to remove from, affix to, change, damage, or attempt to repair the structure or decorative finish of any part of the College or the Accommodation Contents. Blue tack, sellotape, sticky fixers, or the like are not to be used to fixing anything to the walls or doors of the Accommodation or Accommodation Contents.

3.16 To report to Christ Church as directed in the Blue Book any damage or want of repair at the Accommodation or to the Accommodation Contents or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.

**Guests**

3.17 To accompany guests when they enter and leave the college. Occasional overnight guests are allowed on the conditions set out in the Blue Book.
3.18 Not to permit or allow any party or gathering in the Accommodation without the prior consent in writing of the Senior or Junior Censor from who permission must be sought in accordance with the Blue Book. In any event, whether permission has been granted or not, not to permit or allow more than the maximum number of persons provided in the Blue Book in the Accommodation at any one time.

General

3.19 If the Accommodation is empty for any period greater than a week, to ensure the shower is flushed through thoroughly before use on the Junior Member’s return.

3.20 To look after all keys and fobs issued in relation to this Licence and to report any loss of such keys or fobs immediately or as soon as is reasonably practicable. If any keys or fobs are lost, you are also required to pay the reasonable costs incurred in providing a replacement key and/or fob.

3.21 Not to copy or loan keys or fobs to third parties.

3.22 Note to smoke in any Building or within the curtilage of any College grounds. This extends to vaping and the use of e-cigarettes.

3.23 To promptly send to Christ Church a copy of any communication the Junior Member receives which is likely to affect the Accommodation.

3.24 To comply with the University of Oxford’s Regulations and the Blue Book.

3.25 To comply with The University of Oxford’s Environmental Policy, and in particular to:

(a) take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not in use) or water; and

(b) participate in any waste recycling schemes operated by Christ Church or by others, details of which can be found in the Blue Book.

3.26 Not to bring into the College any animal or pet unless as an aid for a person with a disability. Junior members are requested to notify Christ Church in advance if an assistance animal is needed at the College as adjustments may need to be made to accommodate it and a request must be made to the Steward’s Office and the Disability Co-ordinator jointly. The Junior Member will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.

3.27 Not to keep any motor vehicle in the City of Oxford or in any part of the College or Accommodation (including vehicle parts), other than:

(a) bicycles that are registered at the Porter’s Lodge and kept in the designated bicycle bays (they must not be kept in the Accommodation or Common Parts); or

(b) mobility assistance vehicles, and users of mobility assistance vehicles are requested to contact Christ Church in advance as Christ Church may need to make reasonable adjustments to accommodate it (without imposing any obligation on Christ Church if the vehicle cannot
reasonably be accommodated). Such a request must be made to the Steward’s Office and the Disability Co-ordinator jointly.

For the avoidance of doubt, motor cars, electric scooters, hover boards, and drones are not permitted on College grounds.

3.28 To inform Christ Church if the Junior Member is no longer a University Student within 10 working days of the termination of their status as a University Student.

Furnishing and Alterations

3.29 Not to bring additional furniture (including items such as fridges, cookers, electric heaters, electric blankets, chairs, beds, rugs etc) into the College or Accommodation without the prior written consent of the Steward.

3.30 Not to place or allow to be placed any flower box pot or other like object outside the Accommodation or Building.

3.31 Not to erect or allow to be erected any wireless or television aerial on the exterior of the Building or anywhere on the College.

3.32 Not to add to or change the telephone services to the Accommodation if provided without Christ Church’s prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.

When vacating the Accommodation

3.33 At the end of each Licence Period, to leave the Accommodation and the Common Parts in a clean and tidy condition, clear of all rubbish and personal belongings including electrical appliances and return to Christ Church any keys or fobs to the Accommodation.

3.34 To vacate the Accommodation no later than 0930 hours on the day of departure, or such other time as notified by the Steward’s Office. Failure to vacate the room by the appointed time will result in a further charge at the daily Charge amount and will be liable for any further damages incurred by Christ Church as a failure to vacate.

Health and Safety

3.35 In accordance with the Blue Book, not to make any repairs, alterations, or additions to the standard electrical fittings or equipment in the Accommodation which may be a fire risk or in any other way put at risk: the health and safety or security of others; or Christ Church’s or other people’s property; or Christ Church’ block insurance policy.

3.36 Any electric iron, electric heater or fan, electric or open flame cooking appliances will be confiscated. The Junior Member is only permitted to have in the Accommodation a radio, television set, computer and printer, audio equipment, and a hair dryer. It is the Junior Member’s responsibility to ensure that all items of electrical equipment brought for use in the College are safe. The accepted method of
demonstrating electrical safety of electrical equipment, irrespective of age, is for it the by Portable Appliance Tested by a qualified electrician and labelled stating ‘tested for electrical safety – PASSED’, with the date of the test and the name and contact details of the test. Christ Church carries out PAT test biannually on its own appliances and expects equipment brought in to be tested at intervals. In particular, modern, insulated, correctly-wired, and properly fuse-rated plugs should be used. If there is any doubt, equipment should be checked by a qualified electrician, and the electrician may also be able to offer advice. Any items that have not been PAT may be confiscated. In such cases, notification of all items confiscated will be given to the Junior Member by way of a note left in the room or by email from the House Manager or a member of her staff. Items will be returned at the end of the term provided they are then removed permanently from the College. If the Junior Member brings an unauthorised item in to the Building or Accommodation in breach of this clause, they will be responsible for any damages incurred by Christ Church as a result of removing and storing the items.

3.37 Electricity supplies worldwide can vary between 100 volts and 240 volts. The normal voltage and frequency of the electrical supply in the United Kingdom is 230v 50Hz and only equipment designed for the standard UK electrical supply may be connected to Christ Church’s electrical system. All electrical equipment should display the British Standard Kite-mark or a genuine European Certificate of Conformity. Furthermore, adaptors may not be used. The connection of more than one portable electrical appliance must be affected by the use of a multi-way extension lead and the loading must not exceed 13 amps. It is strictly forbidden to tamper with electrical circuits and the fixed wiring at the College on obvious grounds of simple safety. The Junior Member is required to follow these simple rules:

(a) Never touch electrical equipment with wet hands.

(b) Never tough light switches if they are cracked or show signs of damage. Report this immediately to your Scout and/or the Porters’ Lodge.

(c) Never plug electrical equipment into sockets that show signs of damage, are cracked, or have part or all of the cover missing. Report this immediately to your Scout and/or the Porter’s Lodge.

(d) Never force plugs into sockets if they do not easily fit.

(e) Never use mains-powered electrical equipment in a bathroom.

(f) Always check cables are securely attached to appliances and are not cut, nicked or damaged in any way. There should be no joints in cables and certainly no repairs with insulation tape. Cables should be checked for overheating or discolouration.

3.38 The introduction into the Accommodation of decorative lighting is permitted (including Christmas fairy lights) subject to:

(a) their being PAT and properly fuse rated prior to being plugged into a 13-amp socket; and
(b) the Junior Member ensuring that these lights are turned off whenever the Accommodation is unoccupied.

3.39 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and not at any time to leave the Accommodation unoccupied without locking the door.

3.40 Not to leave the outer gates or doors to any College buildings or sites open and make sure the gate is closed after entering or leaving at all times.

3.41 The Junior Member is strictly forbidden to go on the roofs of any part of the College, to climb any walls or to be on the window ledges above the ground storey of any building in the College. The Junior Member is also forbidden to be in the pond (‘Mercury’) in Tom Quad, or to cause any other person to be in the pond. Any contravention of these rules will be treated as a disciplinary offence.

3.42 Not to use or have candles or naked flames in the Accommodation or any other part of the College.

3.43 To observe all fire and safety regulations at all times including not causing any obstruction to the Common Parts or fire and safety equipment including fire exits. All junior members must also make themselves aware of the fire exits and assembly points applicable to the Building they are in, and they must participate in any fire drills. A failure to comply with fire drills will be treated as a disciplinary offence.

3.44 To comply with all applicable legislation to ensure that the Junior Member’s actions or negligence does not have an adverse effect on Christ Church or the University of Oxford or on the owners or occupiers of nearby property. Non-adherence to Covid-19 rules/guidance and instructions may result in immediate exclusion from the Accommodation and may also apply to future years’ residence in the College.

3.45 Not to do or permit to be done on the Accommodation or in the College anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to occupiers of the College or any owner or occupier of neighbouring property.

3.46 Not to bring any weapons, corrosive liquids, or chemicals on to College grounds or in to the Accommodation.

4. **Christ Church’s Obligations**

4.1 To provide the Services, subject to the Blue Book which includes reporting procedures and response times for repairs, details of arrangements for refuse collection, and expected clearance times for ice, snow, and leaves from the grounds of the College.

4.2 Whilst officers of Christ Church reserve the right to access all areas if necessary, Christ Church can access the Accommodation subject to giving 7 calendar days’ notice from the Steward’s Office to the
Junior Member’s Christ Church email address for planned maintenance such as window cleaning, significant maintenance work (such as electrical testing), and conference show-rounds (designated rooms only), although non-urgent maintenance work or conference show-rounds may be undertaken at shorter notice with agreement of the Junior Member.

4.3 If a maintenance matter has been reported, the Junior Member’s consent to access the Accommodation to rectify the matter is deemed to have been granted and no further notice to access the Accommodation will be given.

4.4 It will not be possible to give 7 calendar days’ notice for unplanned (reactive) maintenance which may be done within 48 hours’ notice. Any maintenance work considered, in the opinion of the House Surveyor and/or Clerk of Works, to be urgent or an emergency will be undertaken within 24 hours unless it requires immediate action. Where required, alternative accommodation will be provided for the duration of any works to minimise disruption to the Junior Member.

4.5 Routine access to the Accommodation during the working days of the week is required by your Scout for cleaning, and (occasionally) by the House Manager and her assistants (or the Manager at the Liddell Building), and by Lodge Porter’s in the course of their management duties, including inventory, safety, security, and staff supervision. Other than for health and safety reasons and/or where there are reasonable grounds to suspect contraventions of this Licence (where no notice will be given), access by management staff to check on staff performance and general standards of room cleanliness and repair will be in accordance with the timetable as printed in the Blue Book. It is inevitable that due to staff availability, occasional changes to the schedule of inspections are needed and the Junior Member will, where practical, be informed in advance about any such changes applying to the Accommodation by a member of the housekeeping team. The Steward also conducts occasional inspections and such routine visits will not normally be pre-notified though your immediate convenience will be respected. This understanding includes essential Legionellosis-related routine health and safety checks by the Compliance Officer (a member of the Clerk of Works’ staff).

4.6 Not to disclose personal information obtained from the Junior Member except as permitted by Clause 5.1 of this Licence, or where there is serious risk of harm to the Junior Member, to others, or to Christ Church’s property.

4.7 To make available to the Junior Member for inspection by prior arrangement Christ Church’s:

(a) Portable Appliance Testing (PAT) policy, which is contained in the electrical regulations in the Blue Book;

(b) fault reporting and emergency procedures for use of any Christ Church owned laundry (where applicable);

(c) The Universities UK Code of Practice for the Management of Student Housing (as detailed on the first page of this Licence);
(d) the University of Oxford’s transport policy (as found at http://www.tsu.ox.ac.uk); and

(e) Christ Church’s service level statement on reporting and rectification of building defects, which is also contained in the Blue Book.

4.8 Before the end of the first week of the Licence Period, Christ Church will provide the Junior Member with a link to the Blue Book which contains information and advice about:

(a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;

(b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the College and why cooking in the Accommodation is a safety risk and in breach of this Licence; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for misuse of fire precautions equipment;

(c) how to get access to the Accommodation in the event of the Junior Member losing their keys/fobs;

(d) cleaning schedules and the Junior Member’s responsibilities for cleaning (where applicable);

(e) the respective roles and responsibilities of Christ Church and its resident junior members;

(f) health, welfare, and guidance on communal living;

(g) where to get advice on financial difficulties;

(h) where to get counselling;

(i) how to register with a local health service;

(j) the management structure for Christ Church and contact details of the House Manager, Lodge Porters, and appropriate Christ Church College Officers, with out-of-hours emergency contact details; and

(k) any special arrangements made to help with any disability the Junior Member may have disclosed to the Christ Church.

4.9 To give a receipt for any of the Junior Member’s property confiscated under the terms of this Licence.

4.10 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carry, and allow the Junior Member to inspect, appropriate identification documents.

4.11 To maintain any kitchen facilities in the Common Parts in good order and repair, and to keep any equipment there in proper working order.

4.12 To ensure that clear and appropriate instructions for use are given for any equipment which the Junior Member needs to operate in the Accommodation.
4.13 To provide access to Christ Church’s electrician for two half days at the beginning of each term in the JCR or other location (Details and dates to be advised) to check and PAT the occasional electrical appliance where testing and labelling may have been overlooked. Simple remedial work to enable an appliance to pass such as replacing fuses, but not replacing power plugs, will be carried out. However, any items which comprehensively fail will, at Christ Church’s electrician’s discretion, be rendered unusable, confiscated, or labelled as ‘failed’ and the Junior Member will be informed in person at the time. In some cases, it may be appropriate for Christ Church’s electrician to replace a power plug but this would first be agreed with the owner of the appliance.

5. **Other Conditions**

5.1 The Junior Member hereby authorises Christ Church to use their personal data for all lawful purposes in connection with this Licence. This includes debt recovery, crime prevention, the Insurance (if applicable), and all matters arising from the Junior Member’s membership of Christ Church and the University of Oxford. Any personal data recorded in this Licence shall be processed in accordance with the terms of the General Data Protection Regulations 2018 and Data Protection Act 2018. Christ Church’s general privacy notice can be found at [https://www.chch.ox.ac.uk/privacy-policy](https://www.chch.ox.ac.uk/privacy-policy).

5.2 If the Junior Member has opted to sign up for the Insurance, their personal belongings (up to a maximum value of £10,000 in total) are insured under this policy. This is subject to the terms and conditions, exclusions, limitations of the policy and the Junior Member will be bound by these. “Top up” insurance cover is available direct from Endsleigh and details of how to arrange this are given on the Endsleigh website.

5.3 Christ Church is not liable to repair any damage caused by the Junior Member unless the cost is met by insurance or by the Junior Member (any excess on the policy being payable by the Junior Member). This clause shall not apply where Christ Church has an overriding statutory obligation to make the Accommodation safe.

5.4 Christ Church may temporarily suspend use of the Common Parts and Common Facilities, including communal kitchens, if they are not kept in a clean and tidy condition by the junior members using them.

5.5 This Licence does not affect the disciplinary powers of Christ Church, or of the University of Oxford as per the University of Oxford Regulations.

5.6 Christ Church is entitled, at the Junior Member’s expense, to remove from the Accommodation or Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Junior Member on the termination of this Licence. Christ Church is entitled to remove any item left in the Accommodation by the Junior Member at the end of the Licence Period and shall not be obliged to return it to the Junior Member.

5.7 This Licence is a student licence under paragraph 8 of Schedule 1 to the Housing Act 1988.
5.8 This Licence and the policies referred to it, together with the Blue Book and, if applicable, the terms and conditions of the Insurance, contains all the terms agreed to by Christ Church and the Junior Member at the time it comes into effect and any variation to the terms will only be effective if agreed between the Junior Member and the Steward. Christ Church will confirm any agreed variation to the Junior Member in writing at the time the variation is made.

5.9 The Junior Member is permitted a “cooling off” period of 7 working days. During this period, the Junior Member is legally entitled to cancel this Licence for no other reason than the simple fact that they may have changed their mind. The “cooling off” period commences the day this Licence is signed by the Junior Member and notification has been given to Christ Church.

6. **Shared Room Contracts**

6.1 This Clause 6 only applies where the Accommodation is designed for occupancy by more than one person.

6.2 Each occupier will have a separate agreement with Christ Church on substantially the same terms.

6.3 This Licence takes effect as a licence to occupy and not as a junior member tenancy.

6.4 Where damage or loss occurs at the Accommodation and it is not possible for Christ Church, acting reasonably, to ascertain who is at fault, the Junior Member shall pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss which is to be split equally between the occupiers.

6.5 If the Junior Member becomes the sole occupier of the Accommodation, Christ Church may require the Junior Member to move to a room designated for single occupancy or other shared accommodation otherwise the Junior Member may remain alone in the Accommodation.

6.6 Christ Church may introduce other junior member(s) to the Accommodation if it is in single occupancy and will use reasonable endeavours to give reasonable notice to the Junior Member of its intention to do so.

6.7 Clause 9.4 applies if the Junior Member wishes to leave shared Accommodation, however refunds of the Charge will only be given to the Junior Member when a replacement sharing junior member occupies the previous Accommodation vacated by the Junior Member.

6.8 Christ Church shall not be obliged to relocate the Junior Member or any other occupier of the Accommodation in the event that sharing junior members do not get along, but will treat transfer requests sympathetically in such circumstances. Junior members in shared accommodation have the same rights to terminate their licences as junior members in single rooms.

6.9 The Junior Member will show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of sharing Junior Members are equal and neither has precedence or preference over the other.
7. Deposit

7.1 The Junior Member will pay the Deposit to Christ Church in the manner prescribed by this Licence.

7.2 At the end of the Trinity Term Licence Period, Christ Church shall be entitled to retain from the Deposit (but without prejudice to any other right or remedy) such proportion of the Deposit as may be necessary to:

(a) make good any damage to the Accommodation or the Accommodation Contents (except for fair wear and tear);

(b) replace any of the Accommodation Contents which may be missing from the Accommodation;

(c) pay any part of the Charge which remains unpaid;

(d) pay for the Accommodation and Accommodation Contents to be cleaned if the Junior Member is in breach of their obligations under Clauses 3.13 and 3.15 or any other applicable obligations in this Licence; and

(e) pay for the removal of any of the Junior Member’s personal possessions in accordance with Clause 5.6.

7.3 Within 28 days from the end of the Trinity Term Licence Period, Christ Church shall give notice to the Junior Member of the balance of the Deposit.

7.4 Subject to Clause 7.2, Christ Church shall re-pay the Deposit to the Junior Member within 56 working days of the end of the Licence Period either by direct transfer to a UK or international bank whose details have previously been provided to Christ Church by the Junior Member in writing.

8. Notices

8.1 Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or by other next working day delivery service to the relevant party as follows:

(a) to Christ Church using the address details given in this Licence and marked for the attention of the Housing Manager unless otherwise detailed in this Licence or the Blue Book; or

(b) to the Junior Member at the Accommodation or at the Junior Member’s address or email address (if any) given in this Licence or at the Junior Member’s Christ Church email address;

or as otherwise specified by the relevant party by notice in writing to other party.

8.2 Any notice or other communication given in accordance with Clause 8.1 will be deemed to have been received:
(a) if delivered by hand, at the time the notice or other communication is left at the proper address;
(b) if sent by email at the time of receipt; or
(c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. **Termination**

9.1 This Licence shall end at the earliest of:

(a) the last day of the Licence Period;
(b) 7 calendar days after the start of each Licence Period if the conditions set out in Clause 9.2 are met;
(c) the termination date given in any notice under Clause 9.4; or
(d) the termination date given in any notice under Clause 9.3. If the notice is silent on the termination date, this will be the date the notice is deemed served in accordance with Clauses 8.1 and 8.2.

9.2 Unless the Junior Member has made arrangements with Christ Church for late arrival, this Licence will automatically terminate if the Junior Member has not taken up residence within 7 calendar days of the start of each Licence Period but the Junior Member will be liable for the Charge until the Accommodation is re-let or until the last day of the Licence Period, whichever is earlier, along with the reasonable costs incurred by Christ Church in finding a replacement.

9.3 Christ Church may terminate this Licence by notice to the Junior Member at any time and with immediate effect if:

(a) the Junior Member is suspended by or barred from Christ Church pursuant to the Blue Book;
(b) the Junior Member ceases to be a member of Christ Church or a University Student;
(c) any payment due under this Licence is overdue by 21 days or more unless the Junior Member has secured permission of Christ Church to defer payment;
(d) the Junior Member is in breach of any of the Junior Member's obligations contained in this Licence; or
(e) in the reasonable opinion of Christ Church, the health or the conduct of the Junior Member constitutes a serious risk to the Junior Member, or others, or to Christ Church’s or others’ property.
9.4 The Junior Member may only terminate this Licence in accordance with this clause, and will remain liable for the Charge until:

(a) either:

(i) the Junior Member has given notice to the Steward within the first week of a University Term that they do not wish to return to the Accommodation for the subsequent University Terms; and

(ii) the Junior Member makes payment for, or puts right, to Christ Church’s reasonable satisfaction any breach of the Junior Member’s obligations in this Licence;

(b) or:

(i) a replacement student or junior member of Christ Church who is reasonably satisfactory to Christ Church as a licensee and who is not already a licensee of Christ Church enters into a new licence with Christ Church (Christ Church will assist the Junior Member in finding a replacement, but does not guarantee it will be able to find one); and

(ii) the Junior Member pays Christ Church’s reasonable costs of administering the termination, finding a new occupier, and cleaning the Accommodation.

Conditions (a)(i) to (b)(ii) in this clause shall not apply if the Junior Member is able to show that the reason for termination is a serious or persistent breach of Christ Church’s obligations in this Licence.

For the avoidance of doubt, Christ Church will make vacated rooms available to other students for room transfers, but room swaps will not be treated as replacements and refunds of the Charge will only be given where the void in the Accommodation caused by the Junior Member’s early departure has been filled and there is no loss to Christ Church. Christ Church shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

9.5 If this Licence is terminated early by the Junior Member, Christ Church will refund a fair proportion of any pre-paid Charge as soon as possible after the termination becomes effective. Any pre-paid Charge will only be refunded for the period from which a new licence has been entered into for the Accommodation and there is no loss to Christ Church, unless the Licence has been terminated as a consequence of a serious or persistent breach of Christ Church’s obligations in this Licence in which case any pre-paid Charge will be refunded for the period from the day after termination.

9.6 If this Licence is terminated early by Christ Church, Christ Church will refund to the Junior Member a fair proportion of pre-paid Charge as soon as possible after the termination becomes effective. If Christ Church terminates under Clause 9.3 the pre-paid Charge will only be refunded for the period for which Christ Church is able to, and after it has, re-let the Accommodation.

9.7 Christ Church reserves the right to relocate the Junior Member to comparable alternative accommodation during the Licence Period where it is reasonable to do so but unless the reason for relocation is because the Junior Member is in breach of one or more of their obligations in this Licence.
the Junior Member will have the right to terminate this Licence (without having to comply with the conditions in Clause 9.4 as an alternative to relocating.

9.8 Where Christ Church relocates the Junior Member because the Junior Member is in breach of one or more of their obligations in this Licence, or where the relocation is made at the Junior Member’s request, the Junior Member shall pay Christ Church any costs incurred as a result of the relocation.

9.9 Christ Church’s acceptance of the keys or fob at any time shall not in itself be effective to terminate this Licence while any part of the Licence Period remains unexpired.

10. **Limitation of College's liability**

10.1 Subject to Clause 10.2, Christ Church is not liable for:

   (a) the death of, or injury to the Junior Member, or invitees to the Accommodation; or

   (b) damage to any property of the Junior Member or invitees to the Accommodation; or

   (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Junior Member or invitees to the Accommodation in the exercise or purported exercise of the Rights.

10.2 Nothing in Clause 10.1 shall limit or exclude Christ Church’s liability for:

   (a) death or personal injury or damage to property caused by negligence on the part of Christ Church or its employees or agents; or

   (b) any matter in respect of which it would be unlawful for Christ Church to exclude or restrict liability.

11. **Third party rights**

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

12. **Governing law**

    This Licence 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.

13. ** Jurisdiction**

    Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).