



LICENCE TO OCCUPY COLLEGE ACCOMMODATION (SERVICE OCCUPANCY)

THIS LICENCE AGREEMENT is made by and between St John's College, whose registered address is the 3 South Road, Durham, DH1 3RJ ("the College") and "you" the individual(s) whose details are set out on the **Particulars of Offer**. For the purposes of this Agreement, your "Accommodation" shall mean and shall include the room or flat within the College which you have been allocated, along with all areas of the College to which other occupants of College accommodation are permitted access, including all social spaces ("Common Areas").

Where this Licence Agreement relates to Family Accommodation which is to be occupied by more than one adult occupant as detailed on the Particulars of Offer, and this Licence Agreement is accepted by more than one individual, you hereby understand and agree that each acceptor of the Licence Agreement relating to the aforementioned Accommodation, shall each be held jointly and severally responsible and liable by the College for all obligations, undertakings and responsibilities under this Agreement.

It is acknowledged by both you and the College that your occupation of College accommodation is to accommodate you while you visit the University of Durham or St John's College to undertake research, deliver services or as an employee of the University or College, under a relevant connected contract as defined in the Particulars of Offer (hereinafter the "Contract").

You hereby accept and fully understand that this Licence only grants you a Licence to occupy your Room for the duration of and for the purposes of fulfilling the Contract, strictly in accordance with the terms herein and the terms of the Contract, and that this Licence does not create or afford you any other proprietary interest including any tenancy within the meaning of the Housing Act 1985 (as amended) or other law or regulation and that your occupation of your Room cannot be taken into account in any claim under the 1985 Act or other such law or regulation to exercise the right to buy the property or to claim any other proprietary interest in your Room or any other premises, as the case may be.

1. LICENCE

- 1.1. In accepting your offer of Accommodation at the College via your acceptance of the Particulars of Offer a copy of which is attached hereto, you hereby agree to be legally bound by the terms of this Licence Agreement. In addition, you undertake that you will comply with any further regulations or terms of which you are notified by the College from time to time which may be put in place by the College for any reason, but in particularly those required as a result of any change in the law, or those which are in the reasonable opinion of the College, necessary in the interests of health and safety, security or good estate management. All such supplementary regulations and terms shall be deemed to be incorporated into and to form part of this Licence Agreement at the point at which you are notified of the existence of such terms and/or regulations by the College in writing. Such notification shall be considered to include notification via the displaying of any notice or signage by the College detailing such supplemental terms or regulations, in any shared or Common Area of the Accommodation or Room or Flat.
- 1.2. In consideration of payment of the Licence Fee as set out in the Particulars of Offer, in accordance with the provisions of clause 2 herein, subject to the provisions of this Agreement, the College hereby grants to you a non-exclusive licence to occupy a Room or a Flat within the College for the Period of Occupancy as is defined in the Particulars of Offer attached hereto, including the right, (in common with other licensees with rights to occupy or use the Accommodation), to use all furniture, equipment and other property located in the Room or Flat, and any included in any Common Area of the Accommodation during that time.
- 1.3. This Licence Agreement does not grant you any right of exclusive possession or occupation of any particular room or flat or space in the College at any time. The College at all times reserves the right to require you to move to another room or flat at any time and for any

reason. In the event that the room you occupy is a twin room with an unoccupied bed space therein, you may be asked to move into another twin room, sharing with another occupier, in order to utilise bed spaces economically.

- 1.4. Where you are required to move to an alternative room or flat in accordance with the provisions of clause 1.3 above, the College shall endeavour to give you as much notice as is reasonably practicable, however, the College shall be under no obligation to provide you with any specific period of notice prior to requiring you to move, and in particular, where the College determines that any move is necessary in the interests of the health and safety of either yourself or any other individual on College premises, such move may be required to be made with immediate effect.
- 1.5. Under no circumstances shall you be permitted or have any right to sublet or grant any kind of sublicence to any third party to use or occupy your room or flat or any other part of the Accommodation or other College property, in any way or for any reason, particularly taking in any lodger or guest, paying or otherwise. Nor shall you be permitted to allow any other person or persons to stay in your Room or Flat or any other part of the Accommodation, or to leave their belongings in your Room or Flat or any other part of the Accommodation whether or not you are present, including sharing your Room with any other individual who is not explicitly licenced to do so by the College. This Agreement may not be assigned to any third party for any reason.
- 1.6. Under no circumstances shall you be permitted or will be granted any licence of any kind to instigate or conduct any formal or registered trade, business, profession or any other commercial activity within your Room or Flat or any part of the Accommodation, or use or register any College address for such a purpose.
- 1.7. You hereby undertake to ensure that in the event that you receive any formal or legal notice, order or other similar document delivered to the Accommodation by any third party which may relate to, or might affect, the College, the Accommodation, the boundaries to the Property or properties of the College, and/or any member of staff or student of the College you shall deliver the original copy of such notice or document to the College as soon as is reasonably practicable after receipt (and in any event within a maximum of five (5) days).

2. LICENCE FEE

In consideration of the Licence granted to you hereunder, you hereby undertake to pay the Licence Fee as detailed in your Particulars of Offer. You shall be invoiced for the total Licence Fee on taking up residence in the Accommodation, but shall be permitted to pay the Licence Fee in any such instalments as set out in the Particulars of Offer.

- 2.1. Any failure to pay any instalment of the Licence Fee by the date due in accordance with the provisions of clause 2.1 above, will be considered to be a direct breach of the terms of this Agreement and the College shall reserve the right to terminate this Agreement in accordance with the provisions of clauses 6 and 7 herein.
- 2.2. You hereby acknowledge that payment of the Licence Fee is an absolute requirement of this Agreement and under no circumstance shall you have any right to make any unilateral offset, set-off, deduction or counterclaim, in respect of the Licence Fee or any portion thereof, however arising. In the event that at any point during your Period of Occupancy you may consider yourself entitled to any repayment or refund of any portion of the Licence Fee as a consequence of any perceived failing on the part of the College to allow you to occupy College Accommodation in accordance with the terms of this Agreement or in connection with any other matter relating to your relationship with, visit to, employment or study at the University or College, this should be raised formally with the College through the processes prescribed by clause 9 to this Agreement.

3. ACCESS

- 3.1. You hereby agree to grant immediate access (whether or not you are present) to any part of your Room or Flat or the Accommodation to the College's authorised employees, agents and representatives and all statutory law enforcement agencies and emergency services for

any lawful and reasonable purpose including, but not limited to purposes of inspection, maintenance, repair, or security.

- 3.2. You agree to allow access to the College's authorised employees, agents and representatives at all reasonable times without notice for the purposes of cleaning. The College at all times has the right to carry out or to commission any maintenance, alterations or building works anywhere in the Accommodation or on adjoining or neighbouring property and the College shall under no circumstances be liable for any disturbance or inconvenience which may be caused to you by any such works. The College will attempt to minimise inconvenience and wherever possible.

4. USE, MAINTENANCE AND CLEANLINESS OF THE ACCOMODATION

- 4.1. For the Period of Occupancy under this Agreement, you hereby undertake as follows:

- 4.1.1. To keep your Room or Flat, including where provided en-suite facilities, carpets and any items and furniture provided in your Room or Flat on commencement of the Period of Occupancy, in a reasonable state of cleanliness and tidiness, and maintain them in no worse state of repair than on commencement of this Agreement (fair wear and tear excepted), and so as to allow (where it is reasonably necessary) full and free access to your Room or Flat and any shared spaces in the Accommodation to staff and other students of the College.
- 4.1.2. In conjunction with other residents and students, to keep any shared spaces in the Accommodation and any other buildings or property which you are entitled to use in common with others reasonably clean and tidy and not to allow the accumulation of rubbish;
- 4.1.3. Not to alter or damage your Room or Flat, any part of the Accommodation or any of the items and furniture provided in your Room or Flat or located in any of the Common Areas on commencement of the Period of Occupancy and to give up your Room or Flat and any of the items and furniture provided in your Room or Flat on commencement of the Period of Occupancy, at the end of your Period of Occupation in no worse state of repair than at the start of the Agreement (fair wear and tear excepted); and to meet the cost, reasonably incurred, by the College as a result of it having to make good any damage or loss to your Room or Flat or its furniture, fixtures and fittings caused by you;
- 4.1.4. To ensure that your mattress remains on the bed-base at all times, covered with mattress covers, and that curtains are left in position and not replaced by your own curtains;
- 4.1.5. Not to use socket adapters; although gang sockets are permitted provided that they are fitted with a 5-amp fuse;
- 4.1.6. Not to keep any additional fittings or fixtures, or articles of furniture in your Room or Flat, or hang posters, decorations or other items in any Common Area of the Accommodation (including landings, stairwells and corridors) without the written consent of the College;
- 4.1.7. Not to bring in or keep any animal, livestock or pets in any Room or any of the Common Areas;
- 4.1.8. Not to use, produce, store, distribute or grow any illegal substance (including illegal drugs) or any substance that is or could reasonably be considered by the College to be or to constitute any New or Novel Psychoactive Substance as defined by the EMCDDA, within your Room or Flat or anywhere else in the Accommodation or any other property of the College. For the avoidance of doubt, this shall include the recreational use and/or storage for the purposes of recreational use of nitrous oxide;

- 4.1.9. To check the contents and furniture provided in your Room or Flat on commencement of the Period of Occupancy, and regularly thereafter and report any shortages, losses or damage identified to the College Office as soon as is reasonably practicable to do so;
- 4.1.10. To ensure that any electrical or other equipment which you bring into any part of the Accommodation complies with all safety requirements stipulated by the College. In the event that any such equipment is found not to be in compliance with such safety requirements, such items may be removed from your Room or Flat by the College at any time and will only be returned to you on the condition that you undertake to remove it from College property immediately, and not to use it again on College property;
- 4.1.11. To meet a reasonable share of the cost of any damage or loss to a Room or Flat or any shared spaces of the Accommodation, including loss or damage to furniture, fixtures and fittings where that damage or loss cannot be attributed to an individual residents(s). You have a right to refer the matter to the Accommodation Dispute Procedure, outlined in clause 9, where you believe the College is acting unreasonably in asking you to pay for any anonymous damage;
- 4.1.12. You have a right to refer the matter to the Dispute Procedure, as set out in clause 9 herein, where you believe the College is acting unreasonably in asking you to pay for anonymous damage;
- 4.1.13. Not to do or allow to be done in your Room or Flat, in any other area of the Accommodation or, in property owned or managed by the College any act or thing which is, may or is likely to invalidate the College's insurance, or be a nuisance or cause any damage to the Accommodation or any other property of the College or annoyance to staff, students or other residents of the College, or to any occupiers of neighbouring property;
- 4.1.14. To use reasonable efforts not to allow any sound from within your Room or Flat (either music or other sounds) to disturb other residents, staff and students;
- 4.1.15. Not to share, loan, part with, or exchange any keys, fobs or access codes allowing access to the Accommodation, your Room or Flat or any property in which your Room or Flat is situated;
- 4.1.16. To close and where appropriate lock all external doors & windows on entering or leaving property owned or managed by the College, and not to prop open any doors which can be used by the public, or that are clearly marked as fire doors;
- 4.1.17. To return all Room or Flat keys back to the College as directed at the end of the Period of Occupancy, except where the College has agreed to you occupying the Room or Flat for any Supplemental Period of Occupation;
- 4.1.18. Not to smoke in your Room or Flat or in any other indoor College location, or within the designated published distance to the exterior of any College property. For the purposes of this clause 4.1.19 and for the avoidance of doubt, to "smoke" shall mean being in possession of any lit tobacco or of any other lit substance in such a form from which the smoke could be purposefully inhaled and/or exhaled, and further any other product including but not limited to electronic cigarettes, which produce any kind of vapour or other inhalant for the purposes of personal recreational use;
- 4.1.19. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs;
- 4.1.20. Not to tamper with fire alarms, fire detectors and fire safety equipment. If you set off a fire alarm without good cause you commit a serious disciplinary offence, and you may have to pay a fine and any costs reasonably incurred by the College and the Emergency Services. Misuse or disablement of the fire alarms and fire safety

equipment is considered a serious material breach of this agreement, and any such action on your part shall result in termination of this agreement with immediate effect and may result in subsequent prosecution;

- 4.1.21. Not without the written consent of the College to keep or use in your Room or Flat any supplementary heater of any kind;
 - 4.1.22. Not to keep bicycles or any other similar vehicles in your Room or Flat or corridor or any part of the College except designated bike rack located behind the Garth.
 - 4.1.23. Not to use or keep in your Room or Flat, the Accommodation or anywhere else on College Property any inflammable, incandescent or explosive items or substances, e.g. fireworks, candles, joss sticks, incense or car batteries;
 - 4.1.24. Not to bring in or keep in your Room or Flat, the Accommodation or any other College premises firearms (including replicas), airguns or any kind of dangerous weapon;
 - 4.1.25. Not to display material that may be considered obscene or offensive in any shared space in the Accommodation or other Common Area;
 - 4.1.26. Not within any College property to conduct door to door campaigning, political canvassing, leafleting, collections or evangelising without having first sought and obtained the express written permission of the College; and
 - 4.1.27. The College is committed to reducing their environmental impact by making the most effective and efficient use of all resources. This College follows the University of Durham policies available on the University's Greenspace Website: <http://www.dur.ac.uk/greenspace>. The College encourages all residents to develop an environmentally sound approach to their lifestyle and time occupying the Room or Flat and we would expect you to use reasonable efforts to comply with these initiatives. Full copies of all relevant policies can be provided to you on request.
- 4.2. You understand and agree that the College at all times reserves the right to refuse entry or access to any part of College property including the Accommodation and your Room or Flat to any individual, at any time, whether or not they are your invited guest, and may at any time require any individual already accessing or on College property (including any individual in the Accommodation or your Room or Flat) to leave. In the event that you wish to invite any guest to visit you in the Accommodation, you hereby undertake to do the following:
- 4.2.1. Not to allow any guest to stay overnight in your Room or Flat without first informing the College Office, giving the name of the guest and the length of their intended stay. The College Officers at all times reserve the right to refuse such a request and where such a request is approved, to charge you a fixed sum per night for each guest who stays for more than three (3) consecutive nights (details of applicable charges may be obtained from the College Office on request). For the avoidance of doubt and for the purposes of this Clause 4.2.1, "overnight" shall be defined at the discretion of the College acting reasonably, but can be considered to constitute any period between the hours of 12 midnight and 8am; and
 - 4.2.2. Where at any time you invite a guest onto College property, you accept in full, personal responsibility and liability for the behaviour of any and all such guests and for ensuring that you and your guests at all times comply with the terms of this Agreement and the College Regulations.
- 4.3. In the event that any damage to any College property is caused by an individual reasonably considered by the College to constitute your invited guest you shall meet the reasonable cost, reasonably incurred, by the College as a result of it having to make good any damage or loss to your Room or Flat or its furniture, fixtures and fittings by your guests.

5. BREACH OF THIS AGREEMENT

- 5.1. In the event that you, or any of your invited guests, are deemed by the College to be in breach any of the conditions of this Agreement, the College reserves the right to take any action the College deems appropriate, including termination of this Agreement in accordance with the provisions of Clauses 6 and 7 below. However, the College may also where the College considers the breach as amounting to a criminal offence, immediately refer the matter to appropriate law enforcement.
- 5.2. In the event that misconduct on your part or the part of any of your guests results in damage to the College's property or if the College suffers any other loss as a consequence of such breach, you will be issued with a demand for the reasonable cost of repairing the damage caused by your breach and, as appropriate, with a demand to make good other losses. You undertake to pay any such fine and/or other charges within fourteen (14) days of notification that such sums are due and owing.

6. SUSPENSION, EXCLUSION AND TERMINATION OF THIS AGREEMENT

- 6.1. Without prejudice to the College's right to terminate this Agreement: where in the reasonable opinion of the College, you are deemed to present a significant risk to the health and/or safety of the community (including other students, other residents, staff, or other authorised users of any College premises) for any reason whatsoever, the College may suspend or terminate this Agreement and thus your right to occupy your Room or Flat shall cease, whereupon you will be required to immediately vacate your Room or Flat.
- 6.2. Any suspension shall continue for as long as the College reasonably determines it to be necessary and for the duration of any period of suspension of this Agreement as detailed in this Clause 6, the College shall be under no obligation to provide you with any alternative accommodation.
- 6.3. Your obligations under the provisions of Clause 2 to pay the Licence Fee shall at all times continue over any period of suspension.
- 6.4. In the event that the College is made aware that you have been found guilty of any criminal offence, the College retains the right to terminate this Agreement at any time and without notice.
- 6.5. This Agreement shall be terminated with immediate effect, with written notice from the College under any of the following circumstances:
- 6.5.1. the determination of your Contract applicable to your visit to the College;
 - 6.5.2. you ceasing to reside in your Room or Flat;
 - 6.5.3. You are deemed by the College to have materially, seriously, substantially or persistently breached the conditions of this Agreement in any way by, including but not limited to engaging in behaviour constituting a serious nuisance or annoyance to the community (including other students, other residents, staff, or other authorised users of College premises), or of neighbouring property;
 - 6.5.4. Any sums due under this Agreement remain outstanding twenty (20) Working Days after being demanded from you by the College; or
 - 6.5.5. the Occupier giving the College no less than four weeks written notice of vacating the Premises;
- 6.6. Termination of this Agreement for any reason shall be without prejudice to any rights or obligations accrued by you or the College under the provisions of this Agreement prior to the date of said termination.

7. BREAK

- 7.1. Upon termination of this Agreement for any reason, in accordance with the terms of this Agreement, you undertake to immediately vacate your Room or Flat, removing all personal

belongings and leaving your Room or Flat and all the items and furniture provided on commencement of the Period of Occupancy in a reasonable state of cleanliness, tidiness and repair (except for fair wear and tear).

- 7.2. In the event that any belongings or items are left either in your Room or Flat or any other property of the College following termination of this Agreement, the College shall be entitled to deem it to be abandoned and in accordance with the College's lost and found property policy, it will be disposed of without further notice.
- 7.3. Where the College terminates this Agreement for breach of the Terms of this Agreement, including for non-payment of the Licence Fee, the College or any person or persons duly authorised by the College of its behalf, shall have the absolute right to re-enter your Room or Flat on the provision by the College of four (4) weeks written notice. On re-entry by the College, any and all right to occupy your Room or Flat shall absolutely determine.
- 7.4. In the event that you should fail to vacate your Room or Flat following instructions from the College to do so, the College shall initiate any necessary legal proceedings or take legal action and obtain a court order. The College will seek to recover all costs incurred as a consequence of having to take any such action.

8. LIABILITY FOR PAYMENT OF THE LICENCE FEE ON EARLY TERMINATION OF THIS AGREEMENT

- 8.1. In signing this Agreement you legally undertake and are bound to pay the full Licence Fee due to the College in accordance with the provisions of clause 2 herein.
- 8.2. You understand and agree that in the event that:
 - 8.2.1. you choose to terminate this Agreement at any point and for any reason prior to expiry of the Period of Occupancy as detailed in the Particulars of Offer; or
 - 8.2.2. the College terminates this Agreement as a result of any breach of the terms of this Agreement in accordance with the terms set out herein;

You shall remain fully liable to the College to pay the Licence Fee in full.

9. DISPUTES

- 9.1. In the event a dispute arises between the College and you concerning the terms or interpretation of this Agreement you should in the first instance endeavour to discuss any such issue with the College with a view to attempt to settle matters wherever possible on an informal basis.
- 9.2. If a dispute remains outstanding for twenty one (21) days or more it should be progressed as follows:

The matter must be notified in writing to the Finance & Operations Director who shall:

 - 9.2.1. within fourteen (14) days thereafter arrange a date for a round-table meeting to take place between the relevant Parties as soon as is reasonably practicable and notify the Parties of such date; and
 - 9.2.2. when and where necessary, arrange such other meeting/s as may be necessary with a view to resolving the dispute.

10. GENERAL

- 10.1. Nothing in this Agreement confers or purports to confer on any third party any right to enforce any term of this Licence.

- 10.2. No variation or amendment to the Licence will be effective unless it is made in writing and signed by both Parties.
- 10.3. If the whole or any part of any provision of this Agreement is deemed to be void or unenforceable in any jurisdiction, the other provisions of this Licence, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 10.4. This Licence Agreement including the Particulars of Offer and any additional conditions as set out in Clause 1.1, constitutes the entire agreement between you and the College regarding occupation of your College Accommodation. You acknowledge that you have not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking made elsewhere, including via any website or email communication, except those expressly set out herein. You hereby waive any claim for breach of contract, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement.
- 10.5. The College reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.
- 10.6. The College's address for service of notices is:
- Address: 3 South Bailey
Durham,
DH1 3RJ
- 10.7. This Licence shall be governed and interpreted according to the laws of England and Wales