

Occupancy Agreement 2016/2017

St Chad's College, 18 North Bailey, Durham, DH1 3RH

STANDARD LICENCE AGREEMENT

[please read to the bottom of this document and then click on the link to go to part two](#)

THIS LICENCE AGREEMENT is made by and between St Chad's College, whose registered address is 18 North Road, Durham, DH1 3RH ("the College") and "you" the individual whose details are set out on the **Particulars of Offer** on the date that you notify online your acceptance of your offer of Accommodation.

1. LICENCE

1.1. In accepting your offer of Accommodation at St Chad's via signature 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 St Chad's College from time to time which may be put in place by St Chad's College for any reason, but in particular those required as a result of any change in the law, or those which are in the reasonable opinion of St Chad's 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 St Chad's College in writing. Such notification shall be considered to include notification via the displaying of any notice or signage by St Chad's College detailing such supplemental terms or regulations, in any shared or common area of the Accommodation or Room.

1.2. In consideration of payment of the Licence Fee in accordance with the provisions of clause 2 herein, subject to the provisions of this Agreement, St Chad's College hereby grants to you a licence to occupy a Room within the College as a furnished bedroom and study space for the Period of Occupancy as 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 as provided by the College and any included in any common area of the Accommodation during that time.

1.3. Where a catering option has been selected via your Particulars of Offer, this shall be provided to you by St Chad's College at the times and venues of which you are notified by the College, subject to availability.

1.4. This Licence Agreement does not grant you any right of exclusive possession or occupation of any particular Room or space in the College at any time. St Chad's College at all times reserves the right to require you to move to another room 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 in order to utilise bed spaces economically.

1.5. Where you are required to move to an alternative room in accordance with the provisions of clause 1.4 above, St Chad's College shall endeavour to give you as much notice as is reasonably practicable, however, St Chad's 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 St Chad's College determines that any move is necessary in the interests of the health and safety of either yourself or any other individual on University premises, such move may be required to be made with immediate effect.

1.6. In the event that during the course of this Agreement you are required to move to another Room on a permanent basis in accordance with the provisions of clause 1.4, you shall be entitled to terminate this Agreement by giving St Chad's College five (5) days written notice. Under such circumstances this Agreement shall be considered to terminate on expiry of said notice period and you will be released from your obligation to pay any further proportion of the Licence Fee.

1.7. Under no circumstances shall you be permitted or have any right to sublet or grant any kind of sub-licence to any third party to use or occupy your Room or any other part of the Accommodation or other University property, in any way or for any reason, particularly taking in any lodger or paying guest. Nor shall you be permitted to allow any other person or persons to stay in your Room or any other part of the Accommodation, or to leave their belongings in your Room or any other part of the

Accommodation whether or not you are present, including sharing your Room with any other individual unless they are explicitly licenced to do so by St Chad's College. This Agreement may not be assigned to any third party for any reason.

1.8. 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 any part of the Accommodation, or use or register any University address for such a purpose.

1.9. 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, St Chad's College, the Accommodation, the boundaries to the Property or properties of St Chad's College, any member of staff or student of St Chad's College you shall deliver the original copy of such notice or document to St Chad's College as soon as is reasonably practicable after receipt (and in any event within a maximum of five (5) days).

2. LICENCE FEE

2.1. In consideration of the Licence granted to you hereunder, you hereby undertake to pay the Licence Fee as detailed in your Particulars of Offer in three (3) equal termly instalments, each due in advance of the official commencement date of each term, or at the very latest thirty (30) days into the Michaelmas Term and fourteen (14) days into the Epiphany and Easter Terms, the dates of which you shall be notified by St Chad's College.

2.2. 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 St Chad's College shall reserve the right to terminate this Agreement in accordance with the provisions of Clause 6 herein. All outstanding unpaid instalments of the Licence Fee shall be considered to be a debt to St Chad's College and shall therefore be dealt with in accordance with St Chad's College's published policy on Student Debt available online at <https://www.stchads.ac.uk>

3. ACCESS

3.1. You hereby agree to grant immediate access (whether or not you are present) to any part of your Room or the Accommodation to St Chad's 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 St Chad's College's authorised employees, agents and representatives at all reasonable times without notice for the purposes of cleaning. St Chad's 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 St Chad's College shall under no circumstances be liable for any disturbance or inconvenience which may be caused to you by any such works. St Chad's College will attempt to minimise inconvenience 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, including where provided en-suite facilities, carpets and any items listed in the Inventory, 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 and any shared spaces in the Accommodation to staff and other students of St Chad's College.

4.1.2. In conjunction with other resident 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, any part of the Accommodation or any of the items listed in the Inventory and to give up your Room and any of the items referred to in the Inventory 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 reasonable cost, reasonably incurred, by St Chad's College as a result of it having to make good any damage or loss to your Room 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 hang posters, decorations or other items in any common area of the Accommodation (including landings, stairwells and corridors) without the written consent of St Chad's College;

4.1.7. Not to bring in or keep livestock or pets in any Room;

4.1.8. Not to use, produce or grow any illegal substance (including illegal drugs) within your Room or anywhere else in the Accommodation or any other property of St Chad's College;

4.1.9. To check the Inventory detailed in the Particulars of Offer and report any discrepancy to the College Office within five (5) Working Days of commencement of your Period of Occupancy and thereafter to check regularly the contents of your Room and report shortages, losses or damage 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 in the College Handbook & Regulations. 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 by the College at any time and will only be returned to you on the condition that you undertake to remove it from University property as soon as possible, and not to use it again on University property in the interim;

4.1.11. To meet a reasonable share of the cost of any damage or loss to a Room 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 student(s). You have a right to refer the matter to the Accommodation Dispute Procedure (see Section 8) where you believe St Chad's College is acting unreasonably in asking you to pay for any anonymous damage;

4.1.12. To meet a reasonable share of the cost reasonably incurred by the College as a result of remedying any damage to buildings, equipment, unoccupied rooms or any other property owned or managed by St Chad's College which you are entitled to use in common with other residents under this Licence, where the College, acting reasonably and after consultation with a Senior Student Representative, believes that such damage has been caused by the act or default of any student or students.

4.1.13. You have a right to refer the matter to the Accommodation Dispute Procedure (see Section 8) where you believe St Chad's College is acting unreasonably in asking you to pay for anonymous damage;

4.1.14. Not to allow to be done in your Room, in any other area of the Accommodation or, in property owned or managed by St Chad's College any act or thing which is or may invalidate St Chad's College's insurance, or be a nuisance or cause any damage to the property or annoyance to the staff, students or other residents of St Chad's College, or to any occupiers of neighbouring property;

4.1.15. To use reasonable efforts not to allow any sound from within your room (either music or other sounds) to disturb other residents, staff and students;

4.1.16. Not to share, loan, part with, or exchange any keys, fobs or access codes allowing access to the Accommodation, your Room or any property in which your Room is situated;

4.1.17. To close and where appropriate lock all external doors & windows on entering or leaving property owned or managed by St Chad's College, and not to prop open any doors which can be used by the public, or that are clearly marked as fire doors;

4.1.18. To return all Room 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 for any Supplemental Period of Occupation;

4.1.19. Not to smoke in your Room or in any other indoor College location, or within the designated published distance to the exterior of any college property;

4.1.20. Not to enter prohibited areas such as boiler rooms, rooms containing electrical equipment or any prohibited areas such as void spaces or roofs;

4.1.21. 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 a major disciplinary offence under St Chad's College's General Regulations that may lead to disciplinary proceedings and may also constitute an offence under Section 8 of the Health and Safety at Work Act 1974, which St Chad's College is obliged to investigate/report and which may result in subsequent prosecution;

4.1.22. Not without the written consent of St Chad's College to keep or use in your Room any supplementary heater of any kind;

4.1.23. Not to use or keep in your Room, the Accommodation or anywhere else on University 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, the Accommodation or any other University premises firearms (including replicas), airguns or any kind of dangerous weapons

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 St Chad's College.

4.1.27. St Chad's College is committed to reducing their environmental impact by making the most effective and efficient use of all resources. This commitment is reflected in the College Environmental Policy. St Chad's College encourages all students to develop an environmentally sound approach to their lifestyle and time occupying the Room 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. In the event that you invite any guest to visit you in the Accommodation, you hereby undertake to do the following:

4.2.1. To accept in full, personal responsibility for the behaviour of your guests and to ensure that you comply with the terms of this Agreement and the College Handbook & Regulations; to meet the reasonable cost, reasonably incurred, by St Chad's College as a result of it having to make good any damage or loss to your Room or its furniture, fixtures and fittings caused by you or by your guests.

4.2.2. Not to allow guests to stay overnight in your Room without informing the College Office (for fire safety purposes), giving the name of the guest and the length of their intended stay. The College Officers reserve the right, (acting reasonably), to charge you a fixed sum per night for each guest who stays for more than three (3)

consecutive nights or to prohibit any such stays (details of applicable charges may be obtained from the College Office on request).

CONTINUED...

PART TWO

Occupancy Agreement

2016/2017 – Part Two

please read to the bottom of this document and then click on the link to go to signature form

5. BREACH OF THIS AGREEMENT

5.1 In the event that you, or any of your invited guests, are deemed by St Chad's College to be in breach any of the conditions of this Agreement, St Chad's College reserves the right to take any action St Chad's College deems appropriate, including termination of this Agreement in accordance with the provisions of Clause 6 below. However, St Chad's College may also:

5.1.1. consider the matter as an alleged breach of College Regulations, and handle the matter as set out therein;

5.1.2. consider the matter as a major or "other" offence under St Chad's College's General Regulation IV Discipline; or

5.1.3. where St Chad's College considers the breach as amounting to a criminal offence, immediately refer the matter to appropriate law enforcement and notify the University Registrar under the Terms of the University's Code of Practice on Notification of Misconduct to the Police and Internal Action;

5.2. In addition to any of the penalties under the University's General Regulation IV Discipline or any fines under College Regulations, if misconduct on your part or the part of any of your guests results in damage to St Chad's College's property or if St Chad's 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. In the event that you fail to pay such sums on expiry of this fourteen (14) day period, St Chad's College will consider the breach as constituting an "other offence" under the University General Regulation IV Discipline and may result in further disciplinary action.

6. 6. SUSPENSION, EXCLUSION AND TERMINATION OF THIS AGREEMENT

6.1 Without prejudice to St Chad's College's right to terminate this Agreement: where in the reasonable opinion of St Chad's 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 University premises) for any reason whatsoever, St Chad's College may suspend or terminate this Agreement and thus your right to occupy your Room shall cease, whereupon you will be required to immediately vacate your Room.

6.2 Where this Agreement is suspended in accordance with the provisions of Clause 6.1, with the exception of where such suspension is deemed by St Chad's College to be on the grounds of infectious disease, any suspension will be made in accordance with the procedures set out in the University General Regulation VI, Suspension.

6.3 Such suspension shall continue for as long as St Chad's College reasonably determines it to be necessary and in accordance with the University General Regulation VI Suspension.

6.4 For the duration of any period of suspension of this Agreement as detailed in this Clause 6, St Chad's College shall be under no obligation to provide you with any alternative accommodation.

6.5 Your obligations under the provisions of Clause 2 to pay the Licence Fee shall at all times continue over any period of suspension.

6.6. In the event that you are found guilty of any offence under the University General Regulation Discipline IV, St Chad's College retains the right to terminate this Agreement at any time and without notice. In the event that you should fail to vacate your Room following instructions from St Chad's College to do so, St Chad's College shall initiate any necessary legal proceedings or take legal action and obtain a court order. St Chad's College will seek to recover all costs incurred as a consequence of having to take any such action.

6.7. Upon termination of this Agreement, in accordance with the terms of this Agreement, you undertake to immediately vacate your Room, removing all personal belongings from your Room and leaving your Room and all the items referred to in the Inventory in a reasonable state of cleanliness, tidiness and repair (except for fair wear and tear).

6.8. In the event that any belongings or items are left either in your Room or any other property of St Chad's College following termination of this Agreement, St Chad's College shall be entitled to deem it to be abandoned and in accordance with St Chad's College's published lost and found property policy, it will be disposed of without further notice.

6.9. This Agreement shall be terminated with immediate effect, with written notice from St Chad's College under any of the following circumstances:

6.9.1. You are deemed by St Chad's 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 University premises), or of neighbouring property;

6.9.2. You cease to be a registered full-time student of St Chad's College, you agree a deferment of studies or to a concession, are expelled, excluded or withdrawn from St Chad's College in accordance with St Chad's College's General Regulations;

6.9.3. Any sums due under this Agreement remain outstanding twenty (20) Working Days after being demanded from you by St Chad's College.

6.10. That in the event St Chad's College terminates this Agreement for any reason or in the event of any other dispute connected with this Agreement you shall have a right to appeal under the Disputes Procedure outlined in clause 8 below;

6.11. Termination of this Agreement for any reason shall be without prejudice to any rights or obligations accrued by you or St Chad's College under the provisions of this Agreement prior to the date of said termination.

6.12. In the event that you should fail to vacate your Room following instructions from St Chad's College to do so, St Chad's College shall initiate any necessary legal proceedings or take legal action and obtain a court order. St Chad's College will seek to recover all costs incurred as a consequence of having to take any such action.

7. 7. EARLY TERMINATION OF THIS AGREEMENT BY YOU

7.1. In signing this Agreement you legally undertake and are bound to pay the full Licence Fee due to St Chad's College in accordance with the provisions of clause 2 herein.

7.2. In the event that 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, you hereby undertake to find a replacement full time student who is pursuing a course of study at the University and who meets with the prior written approval of the College (such approval not to be unreasonably withheld) and who is willing to take over occupation of your Room, assume all the obligations under this Agreement and to pay any outstanding portion of the Licence Fee due under this Agreement for the outstanding duration of the Period of Occupancy.

7.3. In the event that you are unable to find a replacement student prepared to assume your outstanding liability under this Agreement in accordance with the provisions of Clause 6.1, you hereby undertake to pay to St Chad's College the Early Termination Fee. The Early Termination Fee is calculated to be the lesser sum of either:

7.3.1. the remaining balance of the Licence Fee payable under the provisions of Clause outstanding to cover the Period of Occupancy remaining unspent as of the date of termination; or

7.3.2. a sum equal to forty percent (40%) of the total Licence Fee payable under the provisions of Clause 2 herein. This sum is calculated by the Bursar of the College as being the reasonable sum necessary to compensate St Chad's College for losses incurred by St Chad's College as a consequence of such early termination.

8. DISPUTES

8.1. In the event a dispute arises between St Chad's 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 with St Chad's College wherever possible on an informal basis.

8.2. In the event that any dispute arises concerning any decision on the part of St Chad's College under any of the University General Regulations, including (iv) Discipline, (v) Academic Progress, (vi) Suspension, (vii) Academic Appeals or the Notification of Academic or Personal Details for Admission, Matriculation and Registration Purposes which has resulted in your exclusion from your Room, whether on a temporary or permanent basis, you shall follow the Appeals Procedure in accordance with St Chad's College's General Regulations.

8.3. Where any dispute concerning the terms or interpretation of this Agreement arises which cannot be settled informally under the provisions of Clause 8.1 above, the following procedure should be followed:

8.3.1. Notice of any formal dispute should be made in writing to the Bursar, who shall investigate the matter and give his or her decision within ten (10) Working Days of receiving such notice;

8.3.2. In the event that following the decision of the Bursar in accordance with clause 8.3.1 above, you do not feel the dispute has been appropriately concluded you shall be entitled to appeal in writing to the College Principal who shall further investigate the matter and give his or her decision within fifteen (15) Working Days of receiving the appeal.

8.3.3. If following receipt of decisions in accordance with the provisions of clauses 8.3.1 and 8.3.2 you remain dissatisfied with the outcome of these decisions, you shall retain the right to submit a formal complaint to St Chad's College which will then be considered by the College Rector.

9. GENERAL

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

9.2. No variation or amendment to the Licence will be effective unless it is made in writing and signed by both Parties.

9.3. 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.

9.4. St Chad's College reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.

9.5. St Chad's College's address for service of notices is:

For the attention of Mr Gary Cox (Bursar)

Address: St Chad's College

18 North Bailey

Durham

DH1 3RH

9.6. This Licence shall be governed and interpreted according to the laws of England and Wales

10 DEFINITIONS

The phrases set out below are all commonly used in this Agreement and have the following meanings:-

“Basic Periods of Occupation”

means the term time periods set out on page 1 of this Agreement;

“College”

means St Chad's College referred to on page 1 of this Agreement;

“College Handbook & Regulations”

means the handbook containing important University and College information and which was provided to you prior to signing this Agreement and which is available to be viewed on the College website;

“College Office”

means the location within the College where students may provide and receive notification in relation to this Agreement and which will be identified to the student prior to commencement of this Agreement;

“College Officer”

means the Bursar, the Principal, the Vice Principal or the Postgraduate Director;

“Disciplinary Offence”

means an offence that may result in a fine or other penalty as provided for by the College Handbook & Regulations and/or the University's General Regulations

“Dispute Procedure”

means the dispute procedure referred to in part 5 of this Agreement and which may be activated by either the College or you in the event of any dispute or where you wish to appeal any decision of the College;

“Early Termination Charge”

means the sum calculated by the Bursar as being the reasonable sum for compensating the College where a student terminates this Agreement early, (and prior to the end of the Basic Periods of Occupation). Such sum will represent a fraction of the Residence Charge depending on when early termination takes place and will be set in accordance with the College's published Policy on Early Termination which is available on request from the Bursar;

“Residence Charge”

means the charge for your use and occupation of the Room during the Basic Periods of Occupation as set out on page 1 of this Agreement;

“the Room”

means the room which the College has agreed to allow you to occupy for the Basic Periods of Occupation and which is referred to on page 1 of this Agreement such room to be identified on or before the commencement of this Agreement;

“Senior Student Representative”

means the elected senior student representative appointed as the JCR or SRC President of the College from time to time and identified to you at the start of this Agreement;

“Supplemental Periods of Occupation”

means any period of occupation outside of the Basic Periods of Occupation during which you have been permitted to reside at the College;

“Supplemental Residence Charge”

means the reasonable charge made by the College for any Supplemental Period of Occupation by you which will be notified to you when you request any Supplemental Periods of Occupation;

“University General Regulations”

means the General Regulations of the Durham University which can be provided on request or which can be viewed in the University library or on the University’s website at (*enter address*);

“Working Day”

Means Monday to Friday, excluding the College’s published holidays and customary days

“you”

means the student referred to on page 1 of this Agreement;

END

[SIGNATURE FORMS](#)