

## Agreement for residences

This is an agreement between You and St. Clare's, Oxford while you are living in our accommodation. You must agree to all the conditions before you can move into your room. These conditions include all our rules, policies and procedures. It is important that you read them carefully. Please ask the Accommodation and Welfare Officer if anything is unclear to you.

### Under this agreement:

- A. You want St Clare's, Oxford ("We"/ "St Clare's") to provide accommodation and related Services;
- B. St Clare's agrees to provide accommodation and related Services to You on the terms and conditions set out in this Agreement;
- C. This Agreement consists of the following attachments: the Rules for Residences, the Charges for Residences, the Inventory.
- D. This Agreement is issued under Schedule 1 of the Housing Act 1988, which means that a tenancy granted by an education institution is not an 'assured shorthold tenancy', and that lettings to students do not protect the occupier who is studying at the college.

### IT IS AGREED AS FOLLOWS:

#### 1. Definitions and Interpretations

<b>Booking Period</b>	means the dates stated in Confirmation Letter, which can be changed with St Clare's agreement if You wish to stay for longer.
<b>Building</b>	means the college house stated in your Confirmation Letter.
<b>Common Areas</b>	means the areas of the Building that all the Residents can use. These include: the reception area, common room, laundry, bin stores, cycle stores, corridors, lifts and staircases.
<b>Common Facilities</b>	means the shared kitchen, lounge and corridor areas in the house.
<b>Contract</b>	means this agreement and related documents (the most recent version of the Confirmation Letter, House Rules, the List of Charges, the Inventory etc).
<b>Course Director</b>	means the Director of the St Clare's course that You are enrolled on.
<b>Deposit</b>	means a refundable deposit of £500.00 (five hundred pounds) held against non-payment of a legitimate charge (applies only to a Booking Period of more than six weeks).
<b>Services</b>	means the cleaning, house-keeping, maintenance and security detailed on the Student Portal.
<b>Room</b>	means the room or apartment allocated to you on arrival

<b>Parties</b>	means St Clare's and You.
<b>Premises</b>	means the Rooms and Flats and Common Areas in the Building that St Clare's allows the Residents to use.
<b>Resident(s)</b>	means You and all the other registered students who are allowed to live in the house.
<b>Student Portal</b>	means the pages on the St Clare's website which relate to Your course.

## **2. Duration of Contract**

We will i) allow You to use the Premises and ii) provide the Services during the Booking Period if You make the payments set out in this agreement and You comply with all its terms.

## **3. Previous Communication**

This Contract is the entire agreement and replaces all previous agreements for accommodation between You and St Clare's.

## **4. Instructions and Approvals**

There can be no changes to the terms of this contract unless they have been agreed in writing between You and St Clare's.

## **5. Responsibility**

5.1 You must comply with the St Clare's House Rules and Regulations.

5.2 You must make sure that the Premises are kept and returned to St Clare's in good condition together with all of the items listed in the Inventory on your arrival. You are responsible for any damage caused to the Premises or the Building by You or the Residents either solely or jointly. You must pay us promptly for the cost of repair or replacement. However, You are not responsible for fair wear and tear caused by normal use of the Premises.

5.2 You are responsible for your own property. We do not accept responsibility or liability for any loss of, or damage to, any property brought onto the Premises by You or by any other person, except in the case of negligence or an act or omission by St Clare's or its agents.

## **6. Arrivals & Departures**

6.1 You may use the Premises from 14:00 on the first day of the Booking Period, subject to clauses 16, 17 and 18.

6.2 You must vacate the Premises by 10:00 on the final day of the Booking Period.

## **7. Occupation of the Premises and Allocation of Rooms**

- 7.1 Only You and other Residents may use the Premises. You must never give your Premises keys/fobs/swipe cards to anyone else.
- 7.2 The allocation of accommodation is the responsibility of St. Clare's. This does not give You exclusive possession of the Room. We have the right to re-allocate rooms or change rooms at any time. We will give You reasonable notice of this unless there is an emergency, in which case we may need to move you immediately.
- 7.3 If You wish to move rooms You may be able to do so after a reasonable period in residence. This is at the absolute discretion of St Clare's and is subject to availability of an alternative room. The Course Director has the final decision.
- 7.4 If You move to a different type of room You must pay the new accommodation fee. You will not be allowed to change rooms if You have any unpaid fees or charges.
- 7.5 If you are allocated a twin room We have the right to decide who shares it with You.

## **8. Conduct**

- 8.1 You agree:
- to comply with the Rules for Residences and with all other St Clare's policies and procedures at all times. We have the right to amend Our policies and procedures at any time.
  - to observe fire regulations as instructed by St Clare's and as displayed in the Building;
  - to comply with all reasonable requirements of St Clare's staff.
- 8.2 We have the right
- to demand the immediate departure of any Resident or visitor who does not comply with Our policies and procedures.
  - to access the Premises at any time and for any purpose.
  - on giving You 24 hours' notice, to enter the Room for inspection and/or maintenance at any time (except in an emergency when We are allowed to access the Room at any time) but We will try to make sure that any inspection or maintenance works causes as little disruption as is reasonably possible.
  - to amend Our policies and procedures (including the Rules for Residences) at any time. These can be found on the Student Portal.

## **9. St Clare's Obligations**

Subject to clause 10 We agree to use reasonable endeavours to:

- 9.1 give You uninterrupted use of the Premises during the Booking Period except when we need access to perform Our obligations in this Contract;

- 9.2 keep in good clean condition the Premises, the outside of the Building, the structure of the Building, water, sewerage and drainage systems, telephone lines, broadband and internet connectivity, and gas, electrical and heating appliances in the Building;
- 9.3 have adequate insurance cover in place to make sure We can meet Our obligations under this agreement (including buildings insurance and public liability insurance);
- 9.4 make sure You are given clear and appropriate instructions for any equipment which You need to operate in the Residence;
- 9.5 provide information to You on how to make a complaint about matters relating to the Accommodation (details of the complaints procedure can be found on the St Clare's student portal).
- 9.6 provide You with information on:
- what You should do if there is an emergency;
  - fire, health and safety matters;
  - how to get into the Accommodation if You lose Your keys;
  - cleaning schedules and Your responsibilities for cleaning;
  - contact details for people who can help with problems, including the Accommodation and Welfare Officer and out-of-hours emergency contact details.
- 9.7 make sure that all staff entering the Room and Residence are clearly identified and carry appropriate identification;
- 9.8 not to disclose personal information about You except as allowed by these terms and conditions or where there is serious risk of harm to You, to others, or to Our or another person's property;
- 9.9 provide the Services set out on the Student Portal.

## **10. Termination**

- 10.1 This Contract may be terminated by either You or the College by notice in writing if:
- We breach our obligations under the agreement; or
  - We at any time enter into liquidation or administration or make any composition or arrangement with or for the benefit of their creditors, make any conveyance or assignment of the benefit of their creditors or if any order is made for or a resolution is passed for the winding up of the Receiving Party.
- 10.2 You may terminate this Contract under clause 10.1 if you provide written notice explaining the details of the breach of contract and allow a further period of 30 days for Us to put the breach right.
- 10.3 St Clare's may terminate this Contract by serving notice on You if you fail to pay any amount due under this Contract to Us within 10 working days of the due date.
- 10.4 Neither the College nor You may terminate this Contract under clause 10.1 if arbitration is pending under Clause 12 .

10.5 In the event of termination of this Contract in accordance with clauses 10.1 or 10.3:

- You must vacate the Premises
- We will write to You detailing all payments due to under this Contract.
- Both the College and You have the right to demand payment for any other breaches which happened before the end of the contract after the termination date.

## 11. Force Majeure

11.1 This Agreement may be delayed, hindered or prevented by a *force majeure*. This includes war, civil commotion, fire, flood, action by any government or any event beyond reasonable control of the party affected. If this happens either You or We must promptly notify the other party in writing explaining the circumstances and explaining what has been done to minimise the effects of the *force majeure* on the other party.

11.2 If the *force majeure* continues for more than 7 days the Agreement may be terminated by the party affected.

11.3 If the Contract is terminated under this clause all payments due up to and including the date of termination must be paid promptly.

## 12. Settlement of Disputes

If You and St Clare's are not able to reach agreement on the meaning or interpretation of any terms or other matters arising out of the Contract, the dispute shall be referred to an arbitrator to be agreed between the parties. If this fails, an arbitrator will be nominated by the President of the Law Society of England and Wales on application of either party, and the decision of the arbitrator shall be final and binding on both parties.

## 13. Law

This Contract is governed in all respects by the laws of England and Wales and the parties agree to submit to the jurisdiction of the Courts of England and Wales.

## 14. Status of Rights Granted to St Clare's

Nothing in this Contract grants You exclusive or any other rights of possession of the Property. It does not create for You any tenancy agreement, lease or security of tenure.

## 15. Variations

The Services may be varied by written agreement of both St Clare's and You.

## **16. Damage and Deposit**

- 16.1 You must pay the Deposit to St Clare's not less than three weeks before the start of the Booking Period.
- 16.2 If You cause damage to Your Room or the Premises you will be charged for the repair or replacement as detailed in the List of Charges. The costs will be in accordance with the St Clare's Standing Charges List.
- 16.3 If it is not clear who caused the damage, a charge will be made to all Residents, and divided equally.
- 16.4 We will send You a list of any damage caused to Rooms together with an invoice for the cost of replacement or repair no later than ten working days of You vacating the Room during or at the end of the Booking Period.
- 16.5 You must pay any costs for damages within 10 days of receiving the invoice. If you do not, We will take the cost from the Deposit.

## **17. Payments**

- 17.1 You must pay St Clare's the amount specified in the Invoice.
- 17.2 You must make this payment (in 17.1) at least three weeks before you occupy the room.
- 17.3 All payments to St Clare's must be made in Pounds Sterling by direct transfer to the bank account We specify in writing. We must receive the full invoiced value of the fees, deposit and charges without the deduction of bank or other charges.

## **18. Legislation**

- 18.1 We will make sure that the Premises comply in all respects with any legislation applicable to public and student use and will keep certificates up to date and available to You on reasonable request during the Booking Period subject to You complying with this Contract.
- 18.2 We will make sure that any ongoing testing requirements and monitoring are carried out and compliant with any regulatory requirements.

## **19. Notices**

- 19.1 Any notices, demands or other communications given under or made in relation to this agreement:
- must be in writing and may be delivered personally or sent by post or email;
  - may be given to each person at their registered office or home address (or to any other address as may have been notified to the other parties for this purpose);
  - will be deemed to be served:

- a) if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee;
- b) if by letter, at noon on the working day after such letter was posted (or, in the case of airmail, five working days after such letter was posted) and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class (or airmail), addressed and delivered to the postal authorities;
- c) if by email, at noon on the working day after such message was sent and, in proving service, it shall be sufficient to produce a computer printout indicating that the message was sent to the recipient's email address.

## **20. Data Protection**

- 20.1 You authorise St Clare's to process your personal data, including sensitive personal data, for all lawful purposes in connection with this agreement. The purposes may include but are not limited to:
- recovering monies owed to St Clare's including disclosing details to third parties;
  - preventing crime;
  - measuring student service satisfaction;
  - allocating rooms;
  - achieving an appropriate student mix in the Residence;
  - protecting people or property where there is a risk of harm to You or to others or a risk of damage to Our or another person's property;
  - administering all matters arising from Your membership of the College.
- 20.2 Sensitive personal data may include information concerning disability, health, ethnicity and (alleged) offences.
- 20.3 You consent to the transfer of your sensitive personal data to St Clare's and for this data to be processed for the purposes given above.