



STUDENT TENANCY AGREEMENT

PART I

THIS TENANCY AGREEMENT, incorporates the standard terms and conditions in **part 2**, as well as the College's Information and Regulations, and the College's Handbook, and Living in Graduate Accommodation Guide and creates legally binding obligations between the College and the Student so please read them and make sure you understand and agree to them before you sign. This tenancy agreement is governed by English law which international students may find quite different to the law which applies in their own country. Take advice before signing.

The College gives and the Student accepts this tenancy to the intent that the Student shall not have exclusive possession of the room and that the College staff and agents have the right to enter the room at any time for any reasonable purpose, particularly for inspecting the room and carrying out repairs. The College will keep keys for this purpose.

By this agreement St Cross College, (hereinafter called "the College"), wishing to provide temporary accommodation to students to facilitate studies for an award of the University of Oxford gives:

| | |
|------------------|---|
| Student Name | xxxxxx |
| College | St Cross College, 61 St Giles, Oxford, OX1 3LZ [Email: accommodation@stx.ox.ac.uk] |
| Accommodation | Room, Annexe, 10 St Cross Road, Oxford, OX1 3TU A single College room for sole use to be allocated to the Student by the College |
| Accommodation | The fixtures fittings and equipment in the Accommodation as found in the room on Contents taking up occupancy. |
| College Contents | The fixtures fittings and equipment at the College which are for students' use but which are not allocated to any student's room. |
| Contents | The Accommodation Contents and the College Contents. |
| Common Parts | Any shared facility such as kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the College's property which are necessary for the purpose of gaining access to the Accommodation. |
| Insurance | Insurance is provided for some of your possessions in your room and common parts, the cover is provided by Cover4Students. More information is available upon request. |
| Payment Dates | Rent is payable as per invoice. |
| Rent | £00.00 per week payable as above. This sum includes the price of Services. |
| Deposit | A deposit of £550 (returnable at the end of the Tenancy Period, less any deductions for damage, etc.) is required to secure accommodation. An inventory check will be carried out by the College following your departure. The deposit will be returned to the student as soon as practical after the end of this agreement, by bank transfer in sterling. The College has the right to deduct from |



the deposit any sums required for damage to the Student’s room, including the removal of excess rubbish, and any proportion of loss or damage in shared areas of the residence.

Please use the Flywire link below to make your rental payments:

<https://stcross.flywire.com/>

- Rights
- (a) to occupy the Accommodation during the Tenancy Period
 - (b) to use the Contents
 - (c) to use the Common Parts
 - (d) to use the Services

- Services
- (a) repair of the College
 - (b) lighting and heating of the College
 - (c) providing hot and cold running water to the Accommodation and/or common parts
 - (d) providing an electricity supply to the Accommodation
 - (e) insurance of the College and some personal possessions
 - (f) disposal of rubbish deposited in proper receptacles
 - (g) cleaning of the Accommodation and Common Parts

Tenancy Period starting on 25th September 2023 and ending on Monday 29th July 2024

In this tenancy agreement “College” includes all buildings belonging to the College (if any) for use as student residences and not just the main College building whose address is given on the first page of this tenancy agreement. The College agrees to grant and the Student agrees to take a tenancy of the Accommodation for the Tenancy Period on the conditions set out in this tenancy agreement, in the College’s Information and Regulations in the College Handbook.

Signed by a duly authorised officer on behalf of the College:.....*Lara Summerhill*.....

Signed by the Student:

Please print name:.....

Date:.....



STUDENT TENANCY AGREEMENT – PART 2

1.0 Student's Obligations

Failure to meet any of the below obligations (1.1 – 1.63) may result in referrals to the Dean and/or fines.

General

To pay the Rent to the College in advance, on or before the Payment Dates.

1.1 To check the contents of the room and report any problems to the Accommodation Office within 1 week of arrival, using the provided inventory form.

1.2 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the College or The University of Oxford or on the owners or occupiers of nearby property.

1.3 To comply with the University of Oxford's Regulations and with the College's Regulations previously made available to the Student and available on www.stx.ox.ac.uk.

1.4 To report to the College as directed in the Living in Graduate Accommodation Guide any damage or want of repair (including for example, but not limited to damage caused by an intruder) at the College or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it. Failure to report a problem which results in further unnecessary damage to the property may result in the cost of repair being passed on to residents.

1.5 To allow the College, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency or where the need for repair (or any other matter affecting the suitability of the Accommodation for habitation) was reported by the Student, but otherwise the College will aim to give reasonable prior notice of 5 days for planned maintenance work and 24 hours prior notice for other purposes

1.6 If the College suspects a breach of the Tenancy Agreement, staff will inspect a room at a reasonable time without notice.

1.7 Not to carry out any profession, trade or business on the premises, and not to use the Accommodation for any purpose other than as a study bedroom.

1.8 Not to share the Accommodation or to enter into a subletting agreement with any person (other than the Landlord).

1.9 To report to the College, as soon as reasonably practical, any loss or theft of keys/fob. The student is liable for the cost of the replacement key(s)/fob. If keys are stolen the locks of your accommodation may need to be changed in which case you may be charged for both the replacement of the locks and the replacement keys.

1.10 To promptly send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.

- a) Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Porter's Lodge and the Estates Manager immediately or as soon as reasonably practicable



I.11 Not to bring into the College any animal unless it is an aid for a person with a disability. The Student is requested to notify the College in advance if an assistance animal is needed at College, as adjustments may need to be made to accommodate it. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.

I.12 To observe and perform any rules and regulations from time to time made by the Landlord and notified in writing to the Tenant in connection with the conduct management or security of the Building.

I.13 To pay to the College all costs reasonably incurred in enforcing the Student's obligations in this tenancy agreement or arising from a breach of them.

I.14 If the students cause damage or loss occurs at the College and it is not possible for the College (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 plus any other cost incurred per student. The Student shall not be required to contribute to loss or damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with his/her obligations in this tenancy agreement relating to College security.

I.15 The Student will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. The College will remove and store them for a maximum of 21 days, and will notify the student via the last known email address. If the items are not collected within 21 days, the College will dispose of the items and the student will be liable for the reasonable costs of disposal. The costs may be deducted from the deposit and if there are any costs remaining they will remain the student's liability. The requirement to remove and store items left at the property shall not extend to perishable, disposable or dilapidated items or such items that, in the reasonable estimation of the College, the cost of removal and storage is greater than the value of the items. The College may dispose of such items without further reference to the student.

I.16 Not to leave the Property continuously unoccupied for more than one week without notifying the Accommodation Officer and providing such security arrangements as the College and its insurers may require.

I.17 At the end of the Tenancy Period to leave the Accommodation (bedroom, en-suite and common parts) as it was when first occupied (in a clean and tidy condition and clear of all rubbish and personal belongings) and to return to the College the keys/passes/entry cards/fobs to the Porter's Lodge at/before 12 noon on the day of departure. The College will charge for the removal of excessive rubbish, bed linen, boxes, electronic equipment etc. You may also be charged for cleaning. You must also remove all of your items from the kitchen and your food from the fridge and freezer.

I.18 If you bring any electrical equipment into the kitchen, please obtain an identity label from the Estates Manager. Any items found not labelled will be removed without notice.

Guests

I.19 The tenant may not take in a guest ("Guest") at any time during a pandemic, epidemic, other outbreak of illness or where the College at its discretion deems it unsafe to permit a Guest to stay.

I.20 The Tenant must complete a [Guest Notification Form](#), supplying the Guests's name and the dates that the Guest is to stay or in writing by email to the Accommodation Office, before the Guest stays at the property. Unaccompanied visitors to College will not be admitted. The student must be present at all times when a guest is on College property.

I.21 The Guest may not stay more than a maximum of three nights, on an infrequent basis.

I.22 The Student is only permitted to have one overnight guest (must be over the age of 18), at any one time.



- 1.23 The Landlord may at any time while the Tenant's guest is in occupation of the Property withdraw permission for the Guest to stay at the Property by notice in writing to the Tenant. On receipt of such notice the Tenant shall immediately ensure that the Guest vacates the Property. For the avoidance of doubt and without limitation, the Landlord shall be entitled to withdraw its permission to the Guest's occupation of the Property in any of the following circumstances:
- a) in the reasonable opinion of the College the Guest breaches any of the terms of this agreement to the extent that such terms are applicable to the Guest's occupation of the Property, or
 - b) if the Guest constitutes a serious risk to themselves or to the Tenant or to others within the Block or the Estate; or
 - c) in the event of a pandemic, epidemic, or outbreak of illness or where the College at its discretion deems it unsafe to permit a Guest to stay.
 - d) if any of the occupiers of the rooms or flats in the near vicinity of the Property reasonably object to the Guest's conduct or behaviour (including but not limited to those occupiers who share a kitchen with the Property) then the Tenant will arrange for the Guest to vacate the Property as soon as possible.

Use of Property and Room

- 1.24 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents and the Common Parts in a clean and tidy condition, and clear of excess rubbish and free of obstruction and not to damage them. The College will supply you with cleaning materials and only these are to be used for cleaning your bedroom and en-suite.
- 1.25 The student must not use drawing pins, nails, screws, blue/white tac, sellotape, or similar on the walls or to alter or in any way interfere with the construction or arrangement of the room or any part of the building. In addition, 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 Contents. Any damaged caused to the room will be repaired or redecorated and charged back to the tenant.
- 1.26 If recycling or waste is not managed effectively, the College will arrange special collections and pass the costs on to the tenants.
- 1.27 To keep the Accommodation (bedroom, en-suite and common parts) in a clean and tidy condition and clear of all excess rubbish.
- 1.28 The student agrees to keep all of their belongings in their room (except for food and kitchen equipment) and not leave any items in the corridors or bathrooms (excluding toiletries). Any items (including shoes) will be removed without warning.
- 1.29 Not to alter the lock on any door in the property, or fit any other lock or device which could prevent staff or agents of the College from obtaining access to the property or room.
- 1.30 The student agrees to ensure the room is safe for College employees to enter. This includes making sure floor areas are clear from hazards such as electric cables, shoes and clothing.
- 1.31 Not to play, use or allow to be played, any musical instrument, radio, TV or electronic device for the reproduction of sound or noise so as to be audible outside the room between 11pm and 9am nor at any other time. Residents should be mindful of the proximity of neighbours.



- I.32 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- I.33 Not to bring into or store at the Property anything which is or may become hazardous, dangerous, or inflammable.
- I.34 Not to use the Property for any purpose or do anything there which is illegal, immoral, hazardous, noisy, noxious, dangerous, or offensive, or which may be or become a nuisance to or cause damage or annoyance to the Landlord or any other person or property, or which might be harmful to the Property.
- I.35 The Student must take reasonable care to prevent damage or soiling to the room, to its contents and to the building and must pay to the College within twenty-eight days of the date of a written demand from the College (such demand being properly served if delivered to the Student personally, or to the room, or posted to the Student's last known address) for any damage believed by the College to have been caused by the Student or by the Student's guests. Repeat offences will result in termination of the Tenancy Agreement.
- I.36 The Student must pay to the College immediately on demand the cost of washing or cleaning or replacement, if necessary, of window or floor coverings in the room, which have been soiled during the occupation of the room by the Student.
- I.37 The Student must take responsibility for the security of their own rooms and properties. They must ensure that doors are locked and closed when entering or leaving the property, and should not necessarily rely on door-closing mechanisms.
- I.38 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and closing and locking any doors.
- I.39 The Student agrees not to remove any of the furniture from the room or take down the curtains/blinds in the room or any other part of the building.
- I.40 The curtains and blinds should be kept open during the day.
- I.41 Not to bring additional furniture (including items such as fridges and cookers) into the College [without the Estates Manager's prior written consent]. Televisions are permitted subject to the 'Electrical Equipment' section of this tenancy agreement. The Student is responsible for obtaining a TV licence for their own device; this includes a television, laptop, PC, mobile phone, games console, digital box, VHS/DVD recorder or anything else used to watch television on.
- I.42 Not to install or use in or on the Property any machinery or apparatus causing noise or vibration that can be heard or felt outside the Property or that may cause damage.
- I.43 Not to do anything which interferes with any heating, cooling or ventilation equipment in the Property or the Building which imposes an additional load on any such equipment, or which adversely impacts upon the energy efficiency of the Property or the Building.
- I.44 The Student agrees not to cause or permit washing to be hung on radiators/heaters, or in windows, or on the balconies or on the outside of the room.

Fire Safety

- I.45 The Student agrees not to smoke in any part of any College or University building (including balconies). Disciplinary action will be taken if the Student is found to have broken this obligation. The University of Oxford has a NO SMOKING policy in ALL University buildings which has been in place since 1 March 2006. The NO SMOKING



LAW of April 2008 also applies in all College buildings. If you are caught smoking you will automatically be referred to the Dean and fined, and charged for an additional deep clean of your bedroom.

I.46 The Student agrees not to compromise the safety or welfare of other residents. Fire Doors must not be propped open at any time. All Students have a duty to close any fire door found open, and report it to the Estates Manager immediately.

I.47 The Student agrees not to interfere with any detection or fire fighting equipment within the residence, nor to do anything, which would prejudice the validity of relevant fire insurance policies. Disciplinary action of automatic referral to the Dean, and/or fines will be levied if fire alarms or fire fighting equipment (including fire doors) are misused.

I.48 The student agrees to evacuate on the sound of the fire alarm and not to return to the building until told it is safe to do so by a person of authority e.g. member of staff, University Security Services Personnel, Fire Brigade.

I.49 You must not keep any vehicle or vehicle parts in any part of the College other than bicycles in the designated bike shed. You agree not to block the fire exits and escape routes with any object, including bicycles. Bicycles must not be stored in the accommodation; if one is found to be kept inside or blocking a fire exit, it will be removed without warning and stored until the owner arranges for its collection and the Dean informed.

I.50 All Students must take extra care when using hairdryers and any aerosol cans near the smoke detectors.

I.51 All Students should not leave cookers and cooking unattended, especially toast, which is very susceptible to setting the fire alarm off.

I.52 The Student must not use, keep or store candles, joss sticks, flammable items or any similar such item in the room or any part of the building.

I.53 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the College or which may be a fire risk or in any other way put the health and safety or security of others or the College's or other people's property or the College's insurance policy at risk. Any portable electrical appliance must comply with the Electrical Equipment section of this Tenancy Agreement. The Student must within 3 days of request either provide a safety certificate for, or remove from the Accommodation, any appliance which in the College's reasonable opinion, is unsafe otherwise the College may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Tenancy Period.

Electrical Equipment Regulations

Under the 1989 Electricity at Work Regulations the College is obliged to control all electrical appliances connected to its electrical system. Anyone bringing electrical appliances into residential accommodation in College has a responsibility to ensure that they are safe. All electrical equipment should be inspected/tested regularly by a competent person, ideally every 12 months.

Electrical appliances can only be brought into College if their safety can be guaranteed. If they are over two years old you should have them tested by a qualified electrician before bringing them into College. You may be asked for proof of testing or you may ask the College to test the item for free.

I.54 The Student agrees to comply immediately with any requirement served in writing by the College in connection with Health & Safety regulations, including the safe use of electrical equipment. The College reserves the right to check and confiscate dangerous equipment without prior notice.

I.55 In their bedroom the Student agrees not to use any electric fires/heaters (including gas, oil and paraffin), electric guitars, electric iron, refrigerators, cooking appliances (including microwaves, toaster, and sandwich makers), infra-red



lamps, lighting (including fairy lights) and kettles, or use any heating or cooking appliance in the room other than one provided by the College. The College's decision on the use of an electrical appliance is final. Fairy lights will be removed without notice.

I.56 The College reserves the right, to enter any room in order to check on the use and safety of any electrical equipment. Any appliances, leads etc., thought to be faulty or potentially dangerous will be removed. All cooking appliances will automatically be removed.

I.57 a) The Student agrees not to use any extension plug with more than 4 plug sockets, or to run an extension lead off of an extension lead. Factory made, fused multi-sockets fitted with a plug to BS 1363 and with cable not exceeding 1 metre long may be used where there are insufficient permanent sockets.

b) The plug on every appliance must carry the relevant British Standard number or Kitemark as well as BS number 1363 and have a safety sleeve fitted to the live and neutral pins and be correctly fused for the appliance. Plugs on radios, lamps and other lightly loaded appliances should be fitted with 3 amp or 5 amp fuse. Appliances and their flexible cables must be in good condition and not worn, perished, split, stretched or twisted. You are responsible for ensuring that appliances are well maintained and tested regularly by competent people.

I.58 The Student agrees not to affix or install to the room or building any radio or television aerial or satellite.

I.59 The student agrees not to interfere with electrical fittings, connect appliances to a lighting circuit or to use two or three plug (multi-way) adaptors plugged directly into a socket outlet. Students must not change light bulbs; a College employee will do this for you, on request.

I.60 Not to install any telecoms apparatus.

I.61 Not to add to or change the telephone services to the Accommodation without the College's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.

Environment

I.62 To comply with The University of Oxford's environmental policy

http://www.admin.ox.ac.uk/media/global/wwwadminoxacuk/localsites/estatesservices/documents/intranet/EMS_P_000_1_Envirionmental_Sustainability_Policy_2016.pdf and in particular (a) to 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 the College or by others.

I.60 Not to bring into or keep in the City of Oxford a motor vehicle (except where the Tenant is registered disabled and requires the use of a motor vehicle and such use is not prohibited by the planning permission authorising the use of the Block or any related agreement with the local authority, in which case the Tenant shall inform the Landlord on the signing of this agreement so that arrangements can be made, where possible, to accommodate the motor vehicle within the Estate).

I.61 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.

I.62 Not to use the Conduits beyond their capacity or in a manner which may block or damage them and in particular will not permit oil, grease or other deleterious substance or fluid of a poisonous or noxious nature to enter any drain or sewer, nor pollute the waters of any stream or river, nor stop up or obstruct any drain or sewer.

I.63 Not to overload the structure of the Property, for example by bringing heavy equipment or machinery.



2.0 College's Obligations

2.1 To provide the Services, subject to the College's Information and Regulations (www.stx.ox.ac.uk) which include reporting procedures, and details of arrangements for refuse collection.

2.2 The College provides Internet access for academic purposes, free of charge, in all the student rooms directly managed by the College. University-supported wireless networks, including Eduroam, are provided throughout these locations and should be available in all student rooms. These networks offer an internet experience broadly similar to home broadband. In addition, all rooms in these locations are connected directly to the College network via Ethernet ports in rooms. There may be occasional outages of all these connections, as well as occasional situations when the network may be slow. The College would always work with the University to remove such issues as soon as possible

2.3 Except in the case of an emergency or disrepair reported by the Student (or other matter preventing the Accommodation from being used) to give the Student reasonable notice prior to entering the Accommodation during term-time.

2.4 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.

2.5 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this tenancy agreement or where there is serious risk of harm to the Student to others or the College's property.

2.6 To make available to the Student for inspection by prior arrangement the College's:

- a) Risk register for critical risks such as fire, outbreak of disease and the College's procedures for dealing with such risks;
- b) Electrical Regulations Policy (under the 'Electrical Equipment' section of this tenancy agreement);
- c) Fault reporting and emergency procedures;
- d) The Universities UK Code of Practice for the Management of Student Housing (which is available on line at <http://www.universitiesuk.ac.uk/acop/>);
- e) The College's security plan.

2.7 Before the end of the first week of the tenancy period the College will provide the Student with information and advice on:

- 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 College and why cooking in the Accommodation is a safety risk and in breach of this tenancy agreement; 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 Student losing their keys;
- d) students' responsibilities for cleaning their bedrooms and en-suites;
- e) the respective roles and responsibilities of the College and its resident students;
- 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 the College and contact details of the Porter, and main College officers, with out-of-hours emergency contact details;
- k) any special arrangements made to help with any disability the Student may have disclosed to the College.



3.0 Other conditions

3.1 The Student hereby authorises the College to use his/her personal data for all lawful purposes in connection with this tenancy agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Student or to others or to the College's property) and all matters arising from the Student's membership of the College and the University of Oxford.

3.2 The College's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the College's negligence or breach of its obligations in this tenancy agreement and personal belongings left at the College are at the Student's own risk. Students are advised to insure their personal property against theft.

3.3 The College is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the College has an overriding statutory obligation to make the College safe, however if the damage has been caused by the student, the costs must be met by the latter.

3.4 The College may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them.

3.5 This Tenancy Agreement does not affect the disciplinary powers of the College or of the University of Oxford.

3.6 The College is entitled, at the Student's expense, to remove from the Accommodation or the 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 Student on the termination of this tenancy agreement. The College is entitled to remove any item left in College by the Student at the end of the Tenancy Period and shall not be obliged to return it to the Student.

3.7 This Tenancy Agreement is a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988 (but will operate as a licence where the Accommodation is designated for sharing, and is shared, with another student).

3.8 Notices under this tenancy agreement must be in writing (which includes email) and the College's address for service is given on the first page of this Tenancy Agreement.

3.9 This Tenancy Agreement is not intended to confer any benefit to anyone who is not party to it.

3.10 This Tenancy Agreement and the policies referred to in it (together with the College Information and Regulations, the College Handbook) contains all the terms agreed to by the College and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the College's Domestic Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made.

3.11 At the end of their tenancy the student will remove their bike from the bike shed / store. The College will carry out a regular cull to dispose of abandoned bikes.

4.0 Termination of this Tenancy Agreement

4.1 Unless the Student has made arrangements with the College for late arrival this tenancy agreement will automatically terminate if the Student has not taken up residence by the end of the second week but the Student will be liable for the Rent up to and including that date.

4.2 The College may terminate this Tenancy Agreement at any time by serving notice on the Student if:

- a) Any payment is overdue by 14 days or more or



- b) The Student is in serious or persistent breach of any of the Student's obligations or
- c) The Student does not have status as a member of the College or of the University of Oxford
- d) In the reasonable opinion of the College the health or behaviour of the Student constitutes a serious risk to him/herself or others or the College's or other people's property.

4.3 The Student may only terminate this Tenancy Agreement in extenuating circumstances which are agreed in writing by the Domestic Bursar and or Estates and Health & Safety Manager:

- a) if you give notice at any time before the 29th July 2024, you will remain liable for the Charge for the occupation of the Accommodation up to this date, including any of the instalments prior to that date which have not yet fallen due to be paid. At our discretion, we will not charge some or all of any such instalments if we are able to find another resident to occupy the Accommodation **and**
- b) the Student makes payment for, or puts right, to the College's reasonable satisfaction any breach of the Student's obligations in this tenancy agreement; **and**
- c) the Student pays costs of deep cleaning (currently around £100) and any other costs incurred.

Conditions (a) to (c) in this clause shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this tenancy agreement. For the avoidance of doubt, the College will make vacated rooms available to other students for room transfers, but room swaps will not be treated as replacements and refunds of Rent will only be given where the void in the College caused by the Student's early departure has been filled and there is no loss to the College. The College shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

4.4 If this Tenancy Agreement is terminated early by either the College or the Student the College will refund a fair proportion of pre-paid Rent and the Deposit (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective. However pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the College.

4.5 If this Tenancy Agreement is terminated early the College will refund to the Student a fair proportion of pre-paid Rent as soon as possible after the termination becomes effective but if the College terminates under clause 4.2 pre-paid Rent will only be refunded for the period for which the College is able to, and after it has, re-let the Accommodation.

4.6 a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Period of Residence where it is reasonable to do so unless the reason for relocation is because the Student is in breach of one or more of their tenancy obligations, the Student will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 4.3) as an alternative to relocating.

b) Where the College relocates the Student because the Student is in breach of one or more of their obligations in this tenancy agreement [or where the relocation is made at the Student's request] the Student shall pay the College's costs of around £100 for the deep cleaning and any other costs incurred.

4.7 The College's acceptance of the keys at any time shall not in itself be effective to terminate this tenancy agreement while any part of the Period of Residence remains unexpired.

5.0 Shared Room Contracts

Where the accommodation is designated for occupancy by 2 people, clause 5 applies but not otherwise. If the Student becomes the sole occupier of the accommodation, the College may require the Student to move to a room designated for single occupancy. Unless the College requires a sole occupier to move to a single room, then the Student may remain alone in the accommodation but in these circumstances the Student will be charged the standard room rent



ST CROSS COLLEGE
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until such time as double occupancy is resumed. The Tenancy Agreement is only with the Student and if the Student terminates this in accordance with clause 4.0, the student and Partner are both required to leave the accommodation. The Partner has no right to stay in the accommodation without the student.

6.0 Families/Children

The College accommodation is designed for students to study, as none of our rooms or couples accommodation is remote from other study bedrooms, we regret that we are unable to house families or couples with babies in the accommodation. Should you/your partner have a baby during your tenancy you will need to find alternative accommodation.



Appendix I

2022/2023 Charges

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

| Description | Typical charges to cover the Landlord's costs incurred |
|---|---|
| Call out fee to arrange access between 4.30 pm and 8.30 am and on non-Working Days due to lost key/fob/access card. | £25 |
| On site staff attending to heat or smoke detectors which have been tampered with or removed. | £15-£50.00 |
| Administrative cost of dealing with the breach of non-smoking regulations. | £10-£40.00 |
| Attending to fire alarm call outs in the event that these are due to tenant fault. | £15-£50.00 |
| Replacement keys/fobs/access cards | £2-£50.00 depending on type of fob/key |

| Range of typical charges for cleaning or damage replacement of furniture to the Property and Contents for breaches of the agreement. The charges and details set out below are by way of example only & not exhaustive. | |
|--|---|
| General cleaning | £23.50 per hour |
| Carpet/vinyl clean | £41.21 to £171.67 depending on the area |
| Rubbish clearance | £5.00 per bag |
| Smoke contamination | £200-£300.00 |
| Repainting of one wall | £162.00 |
| Replacement of furniture | £150-£400.00 depending on the item |
| Damage to door/replacement of door | £15-£300.00 |
| Damage to lock/replacement of lock | £50-£250.00 |
| Damage to window | £50.00-£300.00 |
| Replacement Wi-Fi router | £400.00 |
| Call out fee and repairs to fire alarms/smoke detector by specialist contractor | £50-£250.00 |