

Licence to Occupy Residential Premises

Kellogg College 2026-27

This Licence to Occupy and the Rules and Regulations create legally binding obligations between the College and the Licensee so please read them and make sure you understand and agree to them before you sign.

This Licence to Occupy is governed by English law which international licensees may find quite different to the law which applies in their own country. You should take independent legal advice before signing if there is anything you do not understand.

Kellogg College complies with the Universities UK (UUK) Accommodation Code of Practice. Further details can be found at: <http://www.universitiesuk.ac.uk/accommodationcodeofpractice>

THIS LICENCE is dated on the first day of your contract as stipulate in you Accommodation Acceptance Form

Parties

- (1) **Kellogg College, the University of Oxford**, which is a specified educational institution and whose address is 60-62 Banbury Road, Oxford, OX2 6PN and at accommodation@kellogg.ox.ac.uk (the “College”)
- (2) “You” the Licensee, as stipulated in the Accommodation Acceptance Form which accompanies this Licence to Occupy.

1. Section 1. AGREED TERMS

The following definitions and rules of interpretation apply in this Licence:

Accommodation means your allocated accommodation room as per your Accommodation Acceptance Form or other such room or set of rooms within Kellogg College as may be allocated to the Licensee by the College from time to time under this licence.

Accommodation Allocation Policy means the guide found at: [The Ballot Process](#)

Accommodation Contents means the fixtures, fittings and equipment in the Accommodation allocated to you, as specified in the Accommodation Handbook.

Accommodation Handbook means the handbook found in the ‘Useful Information section on the [website](https://www.kellogg.ox.ac.uk/kellogg-college-experience/accommodation/full-time-student-accommodation/).
<https://www.kellogg.ox.ac.uk/kellogg-college-experience/accommodation/full-time-student-accommodation/>

Accommodation Office means the College’s Accommodation Office.

Accommodation Period means the period from and including 1pm on contract start date as and including 11am on or until the date upon which this licence is determined in accordance with clause 6.

Car Parking Policy	means the publication available at the following web address: https://handbook.kellogg.ox.ac.uk/travel-and-transport/
Charges	means the Licence Fee payable for the Accommodation Period plus any Miscellaneous Charges incurred.
Code of Practice	means the Code of Practice for the Management of Student Housing (https://www.universitiesuk.ac.uk/topics/students/student-support/accommodation-code-practice) published from time to time by Universities UK and under which the College is an accredited institution.
College Contents	means the fixtures, fittings and equipment at Kellogg College which are for use by licensees but which are not allocated to the Accommodation.
College Regulations	means the regulations as set by the College and found at: Code of Conduct
Contents	means the contents within the rooms allocated to you and the College Contents.
Common Parts	means any shared facility such as kitchen, bathroom, common or other rooms as may be allocated for the Licensee's use from time to time and those parts of the Kellogg College estate which are necessary for the purpose of gaining access to and egress from the Accommodation.
Designated Day	means the days designated for cleaning of the rooms allocated to you by College staff in accordance with the cleaning schedules that will be displayed at on the posters in your accommodation or days designated for maintenance, inspections or other visits necessary for the College's management and upkeep of the College Estate.
Environmental Policy	means the policy set by the College and found at: Sustainability Policy
Miscellaneous Charges	means charges for services provided as set out in the Additional Charges Document

Payment Dates	means by the due date specified in the Accommodation Handbook
Permitted Use	means for use only as a study bedroom or where the rooms allocated to you are a set, as a bedroom and kitchen where appropriate and in each case as temporary living accommodation provided in connection with Licensee's association with the College, and not as the Licensee's only principal home and not for business use.
Licence Fee	means the daily /monthly Accommodation licence Fee as stipulated in your Accommodation Acceptance Form
Request Form	means the housing maintenance request form published here: Maintenance Request form
Rights	<ul style="list-style-type: none"> (a) To use the Contents (b) To use the Common Parts (c) To use the Services
Rules and Regulations	<p>means all rules and regulations as are from time to time made by the University of Oxford and all rules, regulations, policies and statements made by the College from time to time, as found in The Student Hand Book, Accommodation Handbook and the University of Oxford's Regulations.</p> <p>The College regulations are from time to time made by the College and published on the College Website (kellogg.ox.ac.uk). It is the Licensee's responsibility to stay apprised of the rules and regulations.</p>
Services	<ul style="list-style-type: none"> (a) Repair of Kellogg College (b) Lighting and heating of Kellogg 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 Kellogg College (f) Disposal of rubbish deposited in proper receptacles (g) Cleaning of the Accommodation and/or Common Parts subject to the proviso that it is the residents' responsibility to ensure their rooms, the communal areas and kitchens are left clean and tidy and

clear of obstructions at all times in between the college cleaning times

(h) Provision of Wi-Fi

University of Oxford's Regulations means the regulations set by the University of Oxford, including as to discipline where applicable:
<https://governance.admin.ox.ac.uk/legislation/statute-xi-university-discipline-0#collapse1556036>.

Kellogg College means the buildings and grounds comprising 60-62 Banbury Road, Oxford, OX2 6PN and all buildings deployed by the College to accommodate members.

- 1.1 Clause headings shall not affect the interpretation of this licence.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 A reference to **writing** or **written** excludes fax.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 References to clauses are to the clauses of this licence.

- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, nominated College Closure day, a bank holiday or a public holiday in England.

2. Section 2. LICENCE TO OCCUPY

Subject to **clauses 3, 5, and 6** and subject to the conditions set out in the Accommodation Handbook and the Rules and Regulations, the College, as licensor, permits the Licensee to occupy the Accommodation for the Permitted Use for the Accommodation Period in common with the College and all others authorised by the College (so far as is not inconsistent with the rights given to the Licensee to use the Accommodation for the Permitted Use) together with the Rights.

2.1 The Licensee acknowledges that:

- a) The Licensee shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between the College as licensor and the Licensee by this licence;
 - a) The Licensee shall not be entitled to any tenancy, assured tenancy, assured shorthold or otherwise, or to any statutory protection under the Housing Act 1988 (as amended from time to time including under the Renters Rights Act 2025), or to any other statutory security of tenure now or upon the determination of this licence;
 - b) The College retains control, possession and management of the Accommodation at all times and the Licensee has no right to exclude the College from the Accommodation, and no right of quiet enjoyment is granted. For the avoidance of doubt, nothing in this licence shall be construed as granting the Licensee exclusive possession of the Accommodation;
- b) The permission to occupy granted by this licence is personal to the Licensee and is not assignable and the rights given in clause 2 above may only be exercised by the Licensee;
- c) Without prejudice to its rights under clause 6, the College shall be entitled, for any reason which may include operational, welfare, academic or estate maintenance reasons, at any time upon reasonable notice to require the Licensee to transfer to any other room or set of rooms within the Kellogg College Estate or Kellogg College nominated rooms as may be allocated to the Licensee by the College from time to time and the Licensee shall comply with such requirement;

- d) Whether the Licensee is a student, academic fellow, visiting researcher, employee, or other associate of the College, their permission to occupy the Accommodation is ancillary to and conditional upon membership of, employment by, fellowship with, or other association with the College;
- e) All rooms which may be allocated to the Licensee from time to time are part of Kellogg College and are a key constituent of the academic community and collegiate life of the College. Such rooms are provided solely for temporary residential occupation as part of the Licensee's academic role and participation in Kellogg College. Such rooms are not intended for long-term independent residential use;
- f) Upon determination of this licence, howsoever it may be determined, the College is not required to renew the licence or grant a new or alternative licence;
- g) If the Licensee is permitted to remain in occupation of the Accommodation after the end of Accommodation period without a further written agreement signed on behalf of the College, the Licensee's continued occupation, for the avoidance of doubt, shall be on the same terms as this licence but as a daily personal licence only, revocable by the College upon not less than 24 hours' written notice and the Licensee shall pay a daily licence fee calculated by reference to the rates applicable;
- c) Room occupancy is stipulated as single occupancy only unless residing in designated couples' accommodation.
- h) The College carries out regular refurbishment, maintenance and improvement works to maintain the condition of the Buildings, Accommodation and the facilities within them. The Licensee acknowledges that such works may occasionally cause disruption during the Licence Period. Where reasonably practicable, the College will endeavour to provide advance notice of planned works and updates to the Licensee regarding timing and any likely impact. The College shall not be liable for any inconvenience or disruption arising from such works, provided that it has acted reasonably in giving notice and in undertaking the works.

3. Section 3. LICENSEE'S OBLIGATIONS

- 3.1 To pay the Charges to the College in advance on or before the Payment Dates stipulated in the Accommodation Handbook and the Miscellaneous Charges (if any) on demand. Payment dates will be the 1st of the month unless stated otherwise.
- 3.2 To check the Accommodation and the contents and report any problems to the College's Accommodation Office within seven days of the start of the Accommodation Period.
- 3.3 To keep the Accommodation, the Contents, and the common parts in a clean and tidy condition and not to damage them.
- 3.4 Not to cause or permit any damage or destruction to the Accommodation and to indemnify the College on demand against the cost of making good any such damage or destruction.

- 3.5 At the end of the Accommodation Period to vacate the rooms allocated to you and leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings and to return to the College the keys to the Accommodation.
- 3.6 To allow the College and its employees, agents, contractors or other operatives to enter the Accommodation for any reason including operational, welfare, academic or estate maintenance reasons, or for the purposes of viewing, inspection, maintenance or repair, and to maintain a reasonably safe environment within the Accommodation for the employees of the College who may have to enter the Accommodation for any purpose. Without prejudice to the control, possession and management of the Accommodation retained by the College, the College shall endeavour to give the Licensee prior warning of such access except in an emergency, for routine cleaning, if applicable, on the Designated Days, or where the need for repair or any other matter affecting the suitability of the Accommodation for habitation was reported by the Licensee.
- 3.7 To comply with all applicable legislation to avoid the Licensee'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.
- 3.8 To comply with the Rules and Regulations in force during the Accommodation Period which will be the Rules and Regulations defined above and published on the College's website or the University of Oxford's website, or as may be otherwise notified to the Licensee from time to time. It is the Licensee's responsibility to stay apprised of the Rules and Regulations.
- 3.9 To indemnify the College against any costs reasonably incurred in enforcing a breach of this licence.
- 3.10 To report to the College as directed in the Accommodation Handbook and by using the Request Form any damage or want of repair at Kellogg College or failure of the Services as soon as reasonably practicable and in any event within twenty-four hours of becoming aware of it.
- 3.11 Without prejudice to any other remedy available to the College if the whole or part of the Licence Fee has not been paid within fourteen days of any payment date to pay to the College interest on the amount outstanding at the rate of 2% per annum above the base rate of the Bank of England from time to time in force from the date it becomes overdue until the date it is paid.
- 3.12 Where a key or security device needs to be replaced due to an act or omission or the negligence of the Licensee, the Licensee must pay the costs reasonably incurred by the College in issuing a replacement.

- 3.13 Not at any time to part with possession or control of the keys to the Accommodation and the College passes.
- 3.14 Where damage or loss occurs at the Accommodation to indemnify the College against the cost of repairing the damage or reinstating the loss. The Licensee 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 Licensee has complied with his/her obligations in this Licence relating to College security.
- 3.15 Promptly to send to the Accommodation Office a copy of any communication the Licensee receives which is likely to affect the College or the Accommodation.
- 3.16 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in Kellogg 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 at risk. Any portable electrical appliance must comply with the regulations contained in the Accommodation Handbook before being used in Kellogg College. The Licensee must within 24hours of request either:
- a) provide a safety certificate for, or
 - b) remove from the Accommodation,
- any appliance which in the College's reasonable opinion is unsafe. If the Licensee fails to do this within a reasonable time, the College may remove the appliance without further notice to the Licensee, charge any storage costs to the Licensee, and return it to the Licensee at the end of the Accommodation Period, or dispose of the item.
- 3.17 Not at any time to leave the Accommodation unoccupied without locking the door and not to leave open any door to the Common Parts or any door or gate providing access to Kellogg College (other than those at the main entrances to Kellogg College).
- 3.18 If the Accommodation is on the lower ground, ground or first floor, not to leave the Accommodation without first closing and locking the windows.
- 3.19 To comply with the Environmental and Sustainability Policy and in particular to take reasonable steps to avoid wasting fuel, by turning off lights and electrical equipment when not in use, or water and to participate in any waste recycling schemes operated by the College or by others.

- 3.20 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.
- 3.21 Not to remove from, affix to, change, damage or attempt to repair the structure, furniture or decorative finish of any part of Kellogg College or the Contents. The use of surface fixings is strictly prohibited. To include, but not limited to, the use of wall hanging strips such as Command Strips, nails, tacks and screws, Blu-Tac, Sellotape on any surface.
- 3.22 Not to bring additional furniture including, but not limited to, items such as refrigerators and cookers into Kellogg College without the prior written consent of the Accommodation Office. Not to use any kitchen appliance in an area which is not a designated kitchen.
- 3.23 Not to share the use of the Accommodation or let it, assign it or sub-licence it or transfer occupancy to allow any other person to use it or sleep in it. Occasional overnight visitors are allowed to reside in student rooms for a maximum of 2 nights in any 1-month period and must be accompanied by the Licensee at all times. The Licensee will be responsible for their guests' behaviours.
- 3.24 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 3.25 Not to add to or change the information technology services installation or the supply in the Accommodation and not to add to or change any telephone services that may be in the Accommodation.
- 3.26 Not to bring into the College any animal unless it is recognised by the College as an aid for a person with a disability and written approval has been granted. The Accommodation Office should be notified in advance if an assistance animal is needed at Kellogg College, as adjustments may need to be made to accommodate it. The Licensee will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes and may be asked to pay an additional deposit.
- 3.27 Not to keep any vehicle or vehicle parts in any part of the College other than (a) bicycles in the designated external cycle bays; or (b) mobility assistance vehicles and not to ride or drive any vehicle in College unless it is a mobility assistance vehicle. Requirements relating to motor vehicles are contained in the Accommodation Handbook and Car Parking Policy. Users of mobility assistance vehicles are requested to contact the College in advance as the College may need to make reasonable adjustments to accommodate it (without imposing any obligation on the College if the vehicle cannot reasonably be accommodated).
- 3.28 Not to cause any obstruction of the Common Parts, Fire Exits, and Exit Routes. To include restrictions to the proper function of designated Fire Doors.

- 3.29 Where the Licensee becomes aware of damage to Kellogg College caused by an intruder, to report the incident to the Accommodation Office as soon as reasonably practicable (and in any event within forty-eight hours).
- 3.30 Not to keep a bicycle or scooter or e-bicycle or e-scooter or charger in the Accommodation nor elsewhere within the College except (if available) in designated cycle, scooter or charger bays provided for that purpose.
- 3.31 Not to smoke or vape anywhere within the College (including the Accommodation) other than in areas designated by the College for that purpose, and not to keep or permit to be kept or to take drugs other than for presented medicinal purposes.
- 3.32 Not to tamper with any structural parts, equipment provided for safety within the Building or window restrictors.
- 3.33 Take all care and consideration with respect to fire safety including, but not limited to, not burning anything, not using naked flames, not causing or permitting the use of candles or joss sticks, not to leave any items charging unattended, only using kite marked electrical chargers and power banks of the correct voltage in accordance to the Kellogg College Electrical Safety Policy.
- 3.34 Not to use fairy lights or display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Accommodation or elsewhere in the Building or the College
- 3.35 Not to cause or permit by any act or omission a breach of any of the obligations of the College under the Code of Practice.

4. Section 4. COLLEGE'S OBLIGATIONS

- 4.1 Subject to the Licensee observing and performing its obligations under Clause 3.34 to comply with the Code of Practice.
- 4.2 To provide the Services, subject to **clause 4.3** below and subject to the Rules and Regulations including the Accommodation Handbook which provides details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from Kellogg College grounds. In the case of maintenance and repairs to carry these out within a reasonable time, subject to the formal notification procedure having been complied with.

- 4.3 The College reserves the right at any time to suspend or alter the provision of Services (f) and (g) as set out in clause 1 where, in its reasonable opinion, the provision of such services may prejudice the health or safety of any person. This may apply in relation to (but is not limited to) COVID-19, or similar, restrictions and recommendations. The Licensee will not be entitled to any compensation or rebate of the licence fee in such circumstances.
- 4.4 Except in the case of an emergency, for disrepair reported by the Licensee or other matter preventing the Accommodation from being used and for cleaning or pre-arranged routine maintenance as notified on posters or in the Accommodation Handbook, as applicable, on Designated Days to endeavour where possible to give the Licensee at least seven days' notice prior to entering the Accommodation.
- 4.5 Without prejudice to the control, possession and management of the Accommodation retained by the College, the College shall endeavour not to interrupt the Licensee's use of the Accommodation more than is reasonably necessary.
- 4.6 Not to disclose personal information obtained from the Licensee except as permitted by this Licence or where there is serious risk of harm to the Licensee or to others or the College's property.
- 4.7 To make available to the Licensee for inspection where necessary by prior arrangement with the Accommodation Office the Rules and Regulations or other rules, regulations, handbooks, statements or policies directly affecting the Licensee's occupation of the Accommodation, including:
- a) The College's Portable Appliance Testing procedures as outlined in the Accommodation Handbook.
 - b) The Universities UK Code of Practice for the Management of Student Housing (at <https://www.universitiesuk.ac.uk/topics/students/student-support/accommodation-code-practice>).
- 4.8 Information and advice on the following can be found on the College's website and/or the Accommodation Handbook:
- 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 and safety matters such as how to avoid common fire risks, safe cooking in the designated areas of Kellogg College and why cooking in the Accommodation or in any rooms other than the kitchens is a safety risk and in breach of this Licence; electrical safety and voltage differences; the dangers of using candles or other naked flames or

storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceeds for misuse of fire precautions equipment;

- c) how to get access to the Accommodation in the event of the Licensee losing their keys;
- d) the respective roles and responsibilities of the College and its residents;
- e) health, welfare and guidance on communal living;
- f) where to get advice on financial difficulties;
- g) where to get counselling;
- h) how to register with a local health service;
- i) the management structure for the College and contact details of the College Reception, and main College officers, with out-of-hours emergency contact details; and
- j) any special arrangements made to help with any disability the Licensee may have disclosed to the College.

4.9 To give a receipt for any of the Licensee's property which is confiscated under the terms of this Licence.

4.10 To ensure security staff are clearly identified, and that any member of staff or contractor requiring access to the Accommodation carries and allows the Licensee to inspect appropriate identification documents.

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

4.12 To ensure clear and appropriate instructions for use are given for any equipment which the Licensee needs to operate in the College.

5. Section 5. OTHER CONDITIONS

5.1 The Licensee is responsible for the conduct and activities of any family member, child, visitor or other person invited by them to the Accommodation or Kellogg College.

5.2 The Licensee hereby authorises the College to use their personal data for all lawful purposes in connection with this Licence including debt recovery, crime prevention, allocation of rooms or where there is a serious risk of harm to the Licensee or to others or to the College's property and all matters arising from the Licensee's membership of the College and the University of Oxford.

- 5.3 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 Licence and personal belongings left at the College are at the Licensee's own risk.
- 5.4 The College is not liable to repair any damage caused by the Licensee unless the cost is met by insurance or by the Licensee with any excess on the policy being payable by the Licensee. This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 5.5 The College may temporarily suspend the use or cleaning services of the Common Parts or Accommodation if they are not kept in a clean and tidy condition by the licensees using them.
- 5.6 This Licence does not affect the disciplinary powers of the College or of the University of Oxford as set out in the Rules and Regulations.
- 5.7 The College is entitled to request the removal from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk. If the Licensee fails to move the article within a reasonable time, the College is entitled, at the Licensee's expense, to remove the article and, unless perishable, will if requested return it to the Licensee on the termination of this licence or dispose of the item.
- 5.8 The College is entitled to remove any item left in College by the Licensee at the end of the Accommodation Period and shall not be obliged to return it to the Licensee but shall be entitled to dispose of it in any way the College thinks fit whether the item has value or not. Should any such item have value and be sold the Licensee agrees to the College retaining the proceeds of sale for the College's use.
- 5.9 This Licence and the policies referred to in it and in the Rules and Regulations contain all the terms agreed to by the College and the Licensee at the time it comes into effect and any variation to the terms will only be effective if agreed between the Licensee and the Accommodation Office. The College will confirm any agreed variation to the Licensee in writing at the time the variation is made.
- 5.10 Where the licensee is not a registered student of the College or of the University of Oxford, the rooms allocated to Licensee are provided solely to facilitate the licensee's performance of their academic, research, administrative or other functions in connection with the College or University.

6. Section 6. TERMINATION OF LICENCE

- 6.1 This Licence shall end on the earliest of:

- 6.2 The end date specified on the Accommodation Acceptance Form;
- 6.3 The expiry of the seventh day of the Accommodation Period in accordance with clause 6.7 below;
- 6.4 The expiry of 4 weeks' notice given by the College to the Licensee at any time in accordance with clause 6.8 below;
- 6.5 The expiry of any notice given by the College to the Licensee at any time in accordance with clause 6.9 below; or
- 6.6 The expiry of any notice given by the Licensee to the College at any time in accordance with clause 6.10 below.
- 6.7 Unless the Licensee has made arrangements with the Accommodation Office for late arrival this Licence may be terminated by the College if the Licensee has not taken up residence by the seventh day of the Accommodation Period and the Licensee will pay the reasonable costs incurred by the College as a result of the early termination.
- 6.8 The College may terminate this Licence at any time by serving not less than 4 weeks' notice on the Licensee if:
- a) any payment is overdue by fourteen days or more unless the Licensee has secured the written permission of the College's Domestic Bursar to defer payment; and/or
 - b) the Licensee ceases to be a registered as a Member of the College.
 - c) the Licensee ceases to hold office, employment, fellowship, visiting appointment or other status in connection with which the allocated Accommodation is granted.
- 6.9 The College may terminate this licence at any time by serving notice on the Licensee if:
- a) the Licensee is in serious or persistent breach of any of their obligations in this Licence; and/or
 - b) in the reasonable opinion of the College the health or behaviour of the Licensee constitutes a serious risk to themselves or others or the College's or other people's property.
- 6.10 The Licensee may terminate this Licence only in accordance with this clause and shall remain liable for the Charges until the conditions below have been satisfied. Termination shall take effect on the expiry of not less than five working days' written notice to the College, provided that at that date:

7. there are no Accommodation Licence Fee arrears; and
 8. no person remains in occupation of the Accommodation without the College's consent; and
 9. the Licensee is not in material breach of this Licence; and
 10. a replacement occupier, satisfactory to the College and not already occupying College accommodation, has entered into a licence agreement for the Accommodation on the same terms (subject to any necessary consequential amendments); and
 11. by 10am on the agreed date the Licensee shall vacate all of the Accommodation allocated to them and the Licensee and the College shall be released from any further obligations under this Licence but without prejudice to each party's rights arising under this Licence prior to the date of leaving. If the Licensee fails to give the notice required then they will be required to pay the reasonable costs incurred by the College as a result.
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- 11.1 If the Licensee is a Part-Time Student residing in designated Part-Time Student or Short-Term accommodation as established on the Licensee's Accommodation Acceptance Form, termination of any part of this Licence by the College or the Licensee, must be in accordance with the terms and conditions established and agreed to at the time of booking.
 - 11.2 If this Licence is terminated by either the College or the Licensee, the College will refund a fair proportion of Miscellaneous Charges (after making any proper deductions to cover actual losses incurred) as soon as possible after the termination becomes effective.
 - 11.3 The College reserves the right to relocate the Licensee to comparable alternative accommodation during the Accommodation Period where it is reasonable to do so but, unless the reason for relocation is because the Licensee is in breach of one or more of their obligations in this licence, the Licensee will have the right to terminate this licence (without having to comply with the conditions in section 3 as an alternative to relocating. The Licensee acknowledges that the College may exercise this right of relocation from time to time as part of its management of Kellogg College and that such relocation is consistent with the grant of a licence.
 - 11.4 Where the College relocates the Licensee and the relocation is made at the Licensee's request the Licensee shall pay the College the reasonable costs incurred by the College in relocating the Licensee.
 - 11.5 The College's acceptance of the keys at any time shall not in itself be effective to terminate this licence while any part of the Accommodation Period remains unexpired.
 - 11.6 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

12. Section 7. NOTICES

- 12.1 Any notice or other communication given to a party under or in connection with this licence shall be in writing (which shall include e-mail) and shall be given by hand, by pre-paid first-class post or other next-day delivery service, or by e-mail at the party's address for service set out at **clauses 7.2 and 7.3** or as may be notified from time to time by one party to the other.
- 12.2 Unless notified otherwise, the College's address and e-mail address for service is given in the Parties clause of this licence.
- 12.3 Unless notified otherwise, the Licensee's address for service is the Accommodation. Any e-mail served on the Licensee will be validly given if sent to the Licensee's college e-mail address.
- 12.4 If a notice or other communication complies with the criteria in **clauses 7.1, 7.2 and 7.3**, it shall be deemed to have been received:
- a) if delivered by hand, at the time the notice or other communication is left at the proper address, or on the next working day if delivered after 4.30 pm;
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting; or
 - c) if sent by e-mail, provided there is no bounce-back or notice of the e-mail being undelivered, at the time the notice or other communication is sent to the proper e-mail address, or on the next working day if sent after 4.30 pm.
 - d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
 - e) A notice or other communication given under this licence is not valid if sent by facsimile.

13. Section 8: Limitation of College's liability

- 13.1 Subject to Clause 8.2, Kellogg College is not liable for:
- a) the death of, or injury to the Student, or invitees to the Accommodation; or
 - b) damage to any property of the Student or invitees to the Accommodation; or

- c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Student or invitees to the Accommodation in the exercise or purported exercise of the rights granted by Clause 2.

13.2 Nothing in Clause 8.1 shall limit or exclude Kellogg College's liability for:

- a) death or personal injury or damage to property caused by negligence on the part of Kellogg College or its employees or agents; or
- b) any matter in respect of which it would be unlawful for Kellogg College to exclude or restrict liability.

14. Section 9. THIRD PARTY RIGHTS

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

15. Section 10. GOVERNING LAW

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. Section 11. JURISDICTION

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

This Licence has been entered into on the date stated in the Accommodation Acceptance Form.

SIGNED by *Chris Licence* Domestic Bursar

for and on behalf of KELLOGG COLLEGE