



**Somerville College**  
**Oxford**  
**OX26HD**

**From: The Treasurer**

**August 2023**

Please find attached a file including your **Licence to Occupy** for your College accommodation for next academic year, together with the **Electrical Regulations**, the **College's Smoking Policy**, and details of the **Endsleigh Insurance** cover.

Please read this **Licence to Occupy** and the associated notes carefully, making sure you understand all the conditions.

Please sign (with an electronic signature, not typed name) the declaration form and return to the Academic Office [academic.office@some.ox.ac.uk](mailto:academic.office@some.ox.ac.uk) as soon as possible, and no later than Friday 22<sup>nd</sup> September. Please keep a second copy for your records.

**It's important that you understand that failure to return the Licence to Occupy on time may result in your room not being available for your arrival.**



## Somerville College

### 1<sup>st</sup> Year Undergraduate Licence to Occupy 2023 – 2024

**THIS LICENCE TO OCCUPY** is dated the date on which it is signed by the Student

This LICENCE TO OCCUPY, together with the Electrical Regulations, the College Handbook, website, the College's Smoking Policy, the Student Finance Guide, and the terms and conditions of Endsleigh's insurance cover <https://www.endsleigh.co.uk> create 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 Licence to Occupy is governed by English law which international students may find quite different to the law which applies in their own country. Please take advice before signing.

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

#### AGREED TERMS

##### 1. Definitions and Interpretations

1.1. The following definitions and rules of interpretation apply in this Licence to Occupy

<b>Student</b>	_____
<b>Accommodation</b>	being a single room to be allocated to the Student by the College, or any other room allocated to the Student by the College under the terms of this Licence and in respect of which the Student has been issued a key and pass
<b>College</b>	Somerville College in the University of Oxford, Woodstock Road, Oxford, OX2 6HD
<b>Accommodation Contents</b>	the fixtures fittings and equipment in the Accommodation as listed on the inventory found in the room on taking up occupancy
<b>Closure Periods</b>	the periods when the College will be closed below. There is no access to any student unless special arrangements have been made with Academic Office and Housekeeping.

**Closing date: 4pm on Wednesday 20<sup>th</sup> December 2023**

**Re-opening: 10am on Tuesday 2<sup>nd</sup> January 2024**

<b>College Contents</b>	the fixtures fittings and equipment at Somerville College which are for students' use but which are not allocated to any student's room
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<b>College Environmental Policy</b>	the policy found on the College’s website and any new or amended version that comes in to place during the Licence Period
<b>College Facilities</b>	includes the Dining Hall, and The Terrace
<b>College Gym</b>	the gym at Somerville College, for which an induction is required
<b>College Ball</b>	College reserves the right to restrict access to the common areas of college to our students choosing not to attend the triennial Somerville-Jesus Ball, during the final few hours running up to the ball and whilst the ball is taking in place
<b>College Handbook</b>	the student handbook as found at: <a href="https://www.some.ox.ac.uk/policies-and-procedures/">https://www.some.ox.ac.uk/policies-and-procedures/</a> and any new or amended version that comes in to place during the Licence Period in so far as is consistent with the terms of this Licence and in the event of any inconsistency between the handbook and this Licence, the terms of this Licence shall prevail
<b>College’s Smoking Policy</b>	the policy found annexed to the back of this Licence and any new or amended version that comes in to place during the Licence Period
<b>Contents</b>	the Accommodation Contents and the College Contents
<b>Common Parts</b>	any shared facility such as kitchen or bathroom allocated to the Accommodation and those parts of the College’s property which are necessary for the purpose of gaining access to the Accommodation
<b>Common Rooms</b>	shared facilities – Vaughan JCR. [n.b. <i>The Terrace is <u>NOT</u> a Common Room but is a College Facility</i> ]
<b>Deposit</b>	Deposit received on 1 <sup>st</sup> year of Degree see section 7
<b>Electrical Regulations</b>	the regulations found annexed to the back of this Licence and any new or amended version that comes in to place during the Licence Period
<b>Housekeeping Manager</b>	the Housekeeping and Accommodation Manager, currently Teresa Walsh, who can be contacted at <a href="mailto:housekeeping.desk@some.ox.ac.uk">housekeeping.desk@some.ox.ac.uk</a> and on 01865 270623
<b>Licence Fee</b>	£4962.48 payable in 3 instalments £1654.16 each term in advance on or before the Payment Dates, and any other sums due from the Student should they be granted leave to reside in the Accommodation during the Vacation Periods. This sum includes the price of the Services.
<b>Licence Period</b>	Michaelmas Term - starting on Sunday 1 <sup>st</sup> October 2023 to Friday 1st December 2023 inclusive, departing on Saturday 2 <sup>nd</sup> December 2023 by 6pm. Hilary Term - returning on Sunday 7 <sup>th</sup> January 2024 to Friday 8th March 2024 inclusive, departing by 6pm on Saturday 9th March 2024 Trinity Term - returning on Sunday 14 <sup>th</sup> April 2024 to Friday 14th June 2024 inclusive, departing at 10am on Saturday 15th June 2024

<b>Payment Dates</b>	Friday 6th October 2023, Friday 12 <sup>th</sup> January 2024, Friday 19th April 2024 And any other dates indicated by the College should the Tenant be granted leave to reside in the Accommodation during the Vacation Periods
<b>Permitted Use</b>	residential use for occupation by the Student as a study bedroom whilst undertaking a full-time course of study with the College
<b>Rights</b>	(a) to occupy the Accommodation during the Licence Period (b) to use the Contents (c) to use the Common Parts (d) to use the Common Rooms during 0 <sup>th</sup> to 8 <sup>th</sup> weeks only (e) to use the Services (f) to use the College's Facilities (additional charges may apply)
<b>Services</b>	(a) repair of Somerville College (b) lighting of Somerville College (c) heating of Somerville College between 1 <sup>st</sup> October 2023 and 30 <sup>th</sup> April 2024 (d) providing hot and cold running water to the Common Parts (e) providing an electricity supply to the Accommodation (f) insurance of Somerville College (g) insurance of the Student's personal possessions [limitations apply] (h) disposal of rubbish deposited in proper receptacles (i) cleaning of the Accommodation and the Common Parts
<b>Somerville College</b>	all buildings, Accommodation, Common Parts and Common Rooms belonging to the College for use as student residences and not just the main College building whose address is given
<b>Student Finance Guide</b>	the guide found on the College's website and any new or amended version that comes in to place during the Licence Period
<b>Treasurer</b>	the Treasurer and Domestic Bursar, currently Andrew Parker, who can be contacted at <a href="mailto:treasurer@some.ox.ac.uk">treasurer@some.ox.ac.uk</a> and on 01865 270627
<b>University of Oxford's Regulations</b>	The regulations found here: <a href="https://www.ox.ac.uk/students/academic/regulations">https://www.ox.ac.uk/students/academic/regulations</a> and any new or amended versions that come in to place during the Licence Period
<b>University Student</b>	a full time undergraduate student of the University of Oxford
<b>University Terms</b>	Michaelmas – Sunday 8th October 2023 to Saturday 2 <sup>nd</sup> December 2023 Hilary – Sunday 14th January 2024 to Saturday 9th March 2024 Trinity – Sunday 21 <sup>st</sup> April to Saturday 15 <sup>th</sup> June 2024
<b>Vacation Residence</b>	residing in the Accommodation during the Vacation Periods, subject to an application being made and a further Licence Fee being payable [ <i>n.b. there will be very limited Vacation Residence at the end of Michaelmas term due to Admissions and the end of Trinity Term because of the need to prepare for summer schools and conferences</i> ]

**Welfare Officer**

the Welfare Support and Policy Officer, currently Jo Ockwell, who can be contacted at [welfare.officer@some.ox.ac.uk](mailto:welfare.officer@some.ox.ac.uk) and on 01865 270525

- 1.2. Clause headings shall not affect the interpretation of this Licence.
- 1.3. Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. Unless the context requires otherwise, a reference to one gender shall include a reference to other genders.
- 1.5. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.6. A reference to writing or written includes email but excludes fax.
- 1.7. 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 endeavors to prevent that thing being done by another person.
- 1.8. Reference to clauses is to the clauses of this License.
- 1.9. 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.
- 1.10. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

**2. Student's Obligations**

- 2.1. To pay the Licence Fee to the College in advance of or before the Payment Dates.
- 2.2. To check the Accommodation and Contents and report any problems to the Housekeeping Manager within 7 calendar days of the start of the Licence Period by completing the orange form that will be in the Accommodation awaiting your arrival. Failure to return this form may make you liable to any damage found after your departure.
- 2.3. To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents, the Common Parts and Common Rooms in a clean and tidy condition and not to damage them.
- 2.4. At the end of each Licence Period to leave the Accommodation, the Common Parts and the Common Rooms in a clean and tidy condition and clear of all rubbish and all personal belongings including electrical appliances and to return to the Lodge any keys to the Accommodation or if you have an entrance card to your room you must sign out in the register.
- 2.5. 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, for routine

cleaning 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 Student, but otherwise the College will normally aim to give 2 -5 calendar days prior notice for planned maintenance work and 24 hours prior notice for other purposes.

- 2.6. To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the College, its staff, other students and visitors or The University of Oxford or on the owners or occupiers of nearby property.
- 2.7. To comply with The University of Oxford's Regulations and with the College Handbook. In particular, but not limited to:
  - (a) noise;
  - (b) health and Safety;
  - (c) College's Smoking Policy;
  - (d) visitors; and
  - (e) Electrical Regulations.
- 2.8. To report to the College as directed in the College Handbook any damage or want of repair at the Accommodation or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it (**reporting to maintenance.desk@some.ox.ac.uk**).
- 2.9. To pay to the College all costs reasonably incurred in enforcing the Student's obligations in this Licence or arising from a breach of them.
- 2.10. Where damage or loss occurs at Somerville 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. 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 their obligations in this Licence relating to College security.
- 2.11. Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.
- 2.12. Not to alter, add to or do anything which may cause damage to the electrical installation, security or safety equipment in Somerville 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 block insurance policy with Endsleigh. Any portable appliance must comply with the College's Electrical Regulations. 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 Licence Period.
- 2.13. To close and lock all windows and doors when Accommodation is unoccupied, irrespective of how long the Accommodation is unoccupied. Not to leave any of Somerville College's outer gates open and make sure the gate is closed after entering or leaving Somerville College at all times.

- 2.14. Not to allow any non-Somervillian to enter Somerville College immediately after you without registering at the Lodge.
- 2.15. To look after all keys and access cards issued in relation to this Licence and to report any loss of such keys or cards immediately or as soon as is reasonably practicable. If any keys are lost, you are also required to pay the reasonable costs incurred in providing a replacement key and/or access card.
- 2.16. Not to copy or loan keys or access cards to non-Somervillians.
- 2.17. To comply with The University of Oxford's and College Environmental Policy 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.
- 2.18. Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains especially via sinks, toilets, showers or baths in the Accommodation or Common Parts.
- 2.19. Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of Somerville College or the Contents. Blue tack, sellotape, sticky fixers or the like are not to be used for fixing anything to the walls or doors of the Accommodation.
- 2.20. Not to remove or deface any framed photograph of a former Somervillian who may have previously occupied the Accommodation.
- 2.21. Flags are not to be hung out of student bedrooms windows or any common area windows.
- 2.22. Not to bring additional furniture (including beds, futons or other soft furnishings) into Somerville College without the Housekeeping Manager's and the Welfare Officer's prior written consent.
- 2.23. Not to use any cooking equipment in your Accommodation.
- 2.24. Not to use the Accommodation for any other purpose other than the Permitted Use.
- 2.25. Not to reside in the Accommodation during the Vacation Period without having applied for Vacation Residence and having had such an application approved.
- 2.26. Not to share the Accommodation or sub-let it or transfer occupancy to any person. This Licence applies to the individual and **NOT** the Accommodation. If you choose to vacate the Accommodation before the end of the Licence Period, the Accommodation is returned to the College and no refund is payable. You may not "hand over" your licence to any other person. As directed in the College Handbook occasional overnight visitors are allowed on the conditions that they stay no longer than two nights consecutively and no more than two nights in a seven day period and the Student will be responsible for any invited visitor(s). To comply with fire regulations, all overnight visitors must be signed in at the Lodge on arrival at Somerville College. Failure to comply with this regulation could result in your guest being asked to find alternative accommodation outside of Somerville College, and referral to the Dean.
- 2.27. Unaccompanied visitors to Somerville College will not be admitted after 6.00 pm or before 8.00 am.

- 2.28. Not to add to or change the telephone services to the Accommodation if provided without the College's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.
- 2.29. Not to bring into Somerville College any animal or pet unless as an aid for a person with a disability. Students are requested to notify the College in advance if an assistance animal is needed at Somerville College as adjustments may need to be made to accommodate it and a request must be made to the Treasurer of the College and to the Welfare Officer of the College. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.
- 2.30. Not to keep any motor vehicle in the City of Oxford or in any part of Somerville College or Accommodation (including vehicle parts), other than
- (a) bicycles that are registered at the Lodge and kept in the designated bicycle bays (they must not be kept in the Accommodation or Common Parts); or
  - (b) mobility assistance vehicles, and 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). Such a request must be made to the Treasurer of the College and to the Welfare Officer of the College.
  - (c) Battery powered/electric personal transporters and scooters are not allowed in college**
- 2.31. Not to cause any obstruction to the Common Parts or fire and safety equipment including Fire Exits.
- 2.32. Where the Student becomes aware of damage to Somerville College caused by an unknown licensee, visitor or intruder, to report the incident to the College's Porters' Lodge immediately or as soon as reasonably practicable.
- 2.33. All students must make themselves aware of the Fire Exits and assembly points applicable to the College Building they are in.
- 2.34. All Students must participate in Fire Drills which will take place in Michaelmas and Hilary terms. Any student failing to comply with these drills will be reported to the Deans office.
- 2.35. Not to do or permit to be done on the Accommodation anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to occupiers of Somerville College or any owner or occupier of neighboring property.
- 2.36. To inform the College if the Student is no longer a University Student within 10 working days of the termination of their status as a University Student.



### 3. College's Obligations

- 3.1. To provide the Services, subject to the College Handbook which include reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from Somerville College grounds.
- 3.2. Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.
- 3.3. Not to disclose personal information obtained from the Student except as permitted by clause 4.2 of this Licence or where there is serious risk of harm to the Student to others or the College's property.
- 3.4. To make available to the Student for inspection by prior arrangement the College's:
  - (a) risk register for critical risks and the College's procedures for dealing with such risks;
  - (b) fault reporting and emergency procedures for use of the College laundry;
  - (c) the Universities UK Code of Practice for the Management of Student Housing;
  - (d) the University of Oxford's transport policy;
  - (e) the College's security plan; and
  - (f) the College's service level statement on reporting and rectification of building defects.
- 3.5. Before the end of the first week of the Licence 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 Somerville College and why cooking in the Accommodation 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 proceedings for misuse of fire precautions equipment;
  - (c) how to get access to the Accommodation in the event of the Student losing their keys/access cards;
  - (d) cleaning schedules and students' responsibilities for cleaning (where applicable);
  - (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; and
  - (k) any special arrangements made to help with any disability the Student may have disclosed to the College.
- 3.6. To give a receipt for any of the Student's property confiscated under the terms of this Licence.

- 3.7. To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.
- 3.8. Maintain any kitchen facilities in the Common Parts in good order and repair and keep any equipment there in proper working order. The College may remove faulty equipment without replacement.
- 3.9. To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in Somerville College.

#### **4. Other conditions**

- 4.1. The Student is responsible for the conduct of any invited visitor(s) in accordance with clause 2.26.
- 4.2. The Student hereby acknowledges the College use of their personal data for all lawful purposes in connection with this Licence (including debt recovery, crime prevention, the College's block insurance policy with Endsleigh, 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. Further information can be found in the College's privacy notice for current students:  
<https://www.some.ox.ac.uk/privacy-foi/privacy-notice/>
- 4.3. 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 Somerville College are at the Student's own risk. (Although the Student's personal belongings are insured under the College's block insurance policy with Endsleigh. That insurance is subject to the conditions, exclusions, limitations and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this are given on the Endsleigh website. Alternatively, students are advised to insure their personal property against theft.)
- 4.4. The College is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (with 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 Somerville College safe.
- 4.5. The College may temporarily suspend use of the Common Parts and Common Rooms if they are not kept in a clean and tidy condition by the students using them.
- 4.6. This Licence does not affect the disciplinary powers of the College or of the University of Oxford.
- 4.7. 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 Licence.
- 4.8. If the Student's personal possessions or other items are left at the Accommodation at the end of each Licence Period, the College has the right to dispose of the possessions and should the possessions have value and be sold, the Student agrees to the College retaining the proceeds of sale for the College's use.
- 4.9. This Licence is a student licence under paragraph 8 of Schedule 1 to the Housing Act 1988.

4.10. This Licence is not intended to confer any benefit to anyone who is not party to it.

## 5. Termination of this Licence

5.1. This Licence shall end of the earliest of:

- (a) the last day of the Trinity Term Licence Period;
- (b) 7 calendar days after the start of each Licence Period if the conditions set out in clause 5.2 are met;
- (c) the termination date given in any valid notice under clause 5.4; or
- (d) the termination date given in any notice under clause 5.3. If the notice is silent on the termination date, this will be the date the notice is deemed served in accordance with clauses 6.1 and 6.2.

5.2. Unless the Student has made arrangements with the College for late arrival this Licence will automatically terminate if the Student has not taken up residence within 7 calendar days of the start of each Licence Period but the Student will be liable for the Licence Fee until the Accommodation is re-let or until the last day of the Trinity Term Licence Period, whichever is earlier, along with the reasonable costs incurred by the College in finding a replacement .

5.3. The College may terminate this Licence by notice to the Student at any time and with immediate effect if:

- (a) the Student is suspended by or barred from the College pursuant to the College's bylaws or statutes;
- (b) the Student ceases to be a member of the College or a University Student;
- (c) any payment due under this Licence is overdue by 21 days or more unless the Student has secured permission of the College to defer payment;
- (d) the Student is in breach of any of the Student's obligations contained in Clause 2; or
- (e) in the reasonable opinion of the College, the health or the conduct of the Student constitutes a serious risk to the Student or others or to the College or others' property.

5.4. The Student may only terminate this Licence in accordance with this clause, and will remain liable for the Licence Fee until:

- (a) either:
  - (i) the Student has given 3 months' notice to the College's Housekeeping Manager that they wish to leave; and
  - (ii) the Student makes payment for, or puts right, to the College's reasonable satisfaction any breach of the Student's obligations in this Licence;
- (b) or:
  - (i) a replacement student or College member who is reasonably satisfactory to the College as a licensee and who is not already a licensee of the College enters into a new licence with the College (the College will assist the Student in finding a replacement, but does not guarantee it will be able to find one); and
  - (ii) the Student pays the College's reasonable costs of administering the termination and cleaning the Accommodation.

Conditions (a)(ii) to (b)(ii) 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 Licence. 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 the Licence Fee 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.

- 5.5. If this Licence is terminated early by the Student, the College will refund a fair proportion of pre-paid Licence Fee as soon as possible after the termination becomes effective. Any pre-paid Licence Fee will only be refunded for the period from which a new licence has been entered in to for the Accommodation and there is no loss to the College, unless the Licence has been terminated as a consequence of a serious or persistent breach of the College's obligations in this Licence in which case any pre-paid Licence Fee will be refunded for the period from the day after termination.
- 5.6. If this Licence is terminated early by the College, the College will refund to the Student a fair proportion of pre-paid Licence Fee as soon as possible after the termination becomes effective. If the College terminates under clause 5.3 pre-paid Licence Fee will only be refunded for the period for which the College is able to, and after it has, re-let the Accommodation.
- 5.7. The College reserves the right to relocate the Student to comparable alternative accommodation during the Licence Period where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this Licence the Student will have the right to terminate this Licence (without having to comply with the conditions in clause 5.4) as an alternative to relocating.
- 5.8. When the Jesus/Somerville Ball is being held the College can require students who are not attending to move to either another room in Somerville College which has been allocated for the night of the Ball, or to stay in Jesus College.
- 5.9. Where the College relocates the Student because the Student is in breach of one or more of their obligations in this Licence, or where the relocation is made at the Student's request, the Student shall pay the College any costs incurred as a result of the relocation.
- 5.10. 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 Licence Period remains unexpired.

## **6. Notices**

- 6.1. Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or by other next working day delivery service to the relevant party as follows:
  - (a) to the College marked for the attention of the Housekeeping and Accommodation Manager; or
  - (b) to the Student at the Accommodation or at the Student's address or email address (if any) given in this Licence;or as otherwise specified by the relevant party by notice in writing to other party.
- 6.2. Any notice or other communication given in accordance with Clause 6.1 will 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;

- (b) if sent by email to the last known email address of the Student or of the Housekeeping and Accommodation Manager of the College (as the case may be) at the time of receipt; or
  - (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3. 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.

## **7. Deposit**

- 7.1. The Student has already paid the deposit on their 1<sup>st</sup> year to the College.
- 7.2. At the end of Trinity Term in the final Licence Period, the College shall be entitled to retain from the Deposit (but without prejudice to any other right or remedy) such proportion of the Deposit as may be necessary to:
- (a) make good any damage to the Accommodation or the Accommodation Contents (except for fair wear and tear);
  - (b) replace any of the Accommodation Contents which may be missing from the Accommodation;
  - (c) pay any part of the Licence Fee which remains unpaid;
  - (d) pay for the Accommodation and Accommodation Contents to be cleaned if the Student is in breach of their obligations under clauses 2.3, 2.4, 2.10 and 2.19; and
  - (e) pay for the removal of any of the Student's personal possessions in accordance with clause 4.8.
- 7.3. Within 28 days from the end of the Trinity Term Licence Period, the College shall give notice to the Student of the balance of the Deposit.
- 7.4. Subject to clause 7.2, the College shall re-pay the Deposit to the Student within 56 working days of the end of the Licence Period either by direct transfer to a UK or international bank whose details have previously been provided to the College by the Student in writing.

## **8. Limitation of College's liability**

- 8.1. Subject to Clause 8.2, the 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.
- 8.2. Nothing in Clause 8.1 shall limit or exclude the College's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the College or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the College to exclude or restrict liability.

## **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.

**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.

**11. Jurisdiction**

Each party irrevocably agrees that the courts of England shall have non-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).



Somerville College

**1<sup>st</sup> Year Undergraduate Licence to Occupy 2023-2024  
Declaration Form**

The College agrees to grant and the Student agrees to take occupancy of the Accommodation for the Licence Period on the conditions set out in this Licence to Occupy, the College's Smoking Policy, the Electrical Regulations, the College Handbook, Intranet pages, Student Finance Guide and the terms and conditions of Endsleigh Insurance cover.

Signed by a duly authorised officer on behalf of the College:

**Andrew Parker (Treasurer)**

**Date: August 2023**

Student:

Please print name:

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Signed by the Student (not typed name):

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Date:

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To secure accommodation please return by email this declaration form to the Academic Office [academic.office@some.ox.ac.uk](mailto:academic.office@some.ox.ac.uk) by Friday 22<sup>nd</sup> September. Please keep a second copy for your records.

**Failure to return this Licence on time may result in your room not being available for your arrival**



**Somerville College**  
**Student Accommodation Electrical Regulations**

1. Under the Electricity at Work Regulations 1989 there is an obligation on the College to control all electrical appliances connected to its electrical system.
2. Subject to paragraph 7 you can only bring electrical appliances such as PCs, printers and stereos into College if you can guarantee their safety. 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 if there is any doubt as to the safety of the item.
3. Every appliance must carry the appropriate British Standard number or Kite mark. The plug must also carry BS number 1363, be of the safety sleeve type, and be correctly fused for the appliance. 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 kept clean, dry and free from dirt and tested regularly by competent people.
4. DIY multi-sockets and rotary extension cables are strictly prohibited. Only factory made, fused multi-sockets fitted with a 13A plug to BS 1363 may be used where there are insufficient permanent sockets. Where used, cables are not to be trailed in such a way as to constitute a trip hazard. Only one 4 gang extension lead should be used from a single plug outlet, i.e. do not plug another extension lead into an extension lead.
5. Plug adaptors for UK 13a sockets are acceptable as long as they fulfil the criteria in paragraphs 2, 3 and 4. Those found not to fulfil the criteria will be removed. *The mains electrical supply in the UK is a 230V alternating current (ac) at a frequency of 50 hertz (Hz).* **The UK uses a type G 3 pin plug, no other plug type should be inserted into the electrical socket faceplate. Plug adaptors should be to BS 8546 standards only. Adaptors found not to comply will be removed. Any questions regarding electrical appliance use, please contact [maintenance.desk@some.ox.ac.uk](mailto:maintenance.desk@some.ox.ac.uk)**
6. Do not overload room electrical circuits, If you are unsure about the safety of an item, you should contact the Maintenance Department to seek advice.
7. **You may not bring into college:**
8. Any kind of cooking appliance including microwaves, small ovens, electric rings, toasters popcorn makers, kettles, coffee machines, rice cookers, sandwich makers, irons to mention a few
9. Refrigerators, freezers, electric cool boxes, electric fans
10. Electric fires or heaters of any kind (gas, oil, paraffin, electrical)
11. Infra-red lamps
12. Decorative lighting including any type of strings of lights (battery operated lights are permitted)
13. Exemptions from the above may be granted on medical or religious grounds only. You should seek permission in writing to the Treasurer prior to bringing in and using the appliance.
14. The UK electrical supply is 240V and all appliances must be rated for this voltage. Do not use electrical items made for other countries' electrical supply. As an example, you cannot use a rice cooker you have brought from a different country. These can be purchased from many UK high street and online retailers.



1. 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, potentially dangerous or in breach of the guidelines above will be removed and retained by the college until the end of term. There is a Deans fine for using dangerous or banned equipment in rooms.
2. You must not interfere with electrical fittings or connect appliances to a lighting circuit. You must not use any kind of additional lighting apart from the table lamps provided.
3. If one of your appliances trips the electricity supplies you should not try and use it again but inform the lodge or maintenance department who will investigate. Constant attempts to use faulty equipment inconvenience your fellow students when the electricity supply is tripped. All instances of this will be reported to the Deans.
4. Please help the college to reduce risk from electrical appliances and protect the environment by switching off and unplugging items when they are not in use.
5. You must remove all your electrical appliances when departing from College accommodation.

**THE COLLEGE'S DECISION ON THE USE OF AN ELECTRICAL APPLIANCE IS FINAL**



## Somerville College Policy on Smoking

### 1. Introduction

Governing Body took the policy decision that smoking (including e cigarettes) will be prohibited on any of the College premises and in College vehicles in order to comply with legislation and to protect the right of its employees to work in a smoke free environment.

This policy applies to all College members, including members of Governing Body, Academic Staff, Support Staff, Students, visitors and contractors so that a healthy, safe and comfortable environment can be maintained.

Responsibility for implementing and maintaining the policy rests with the Domestic Bursar. Day to day responsibility will also rest with the Deans, Line Managers and Personnel Officer.

### 2. Policy

Smoking is prohibited:

- 2.1 anywhere on the College site including Lodge House and West Lodge
- 2.2 within any buildings (residential and non-residential), owned or managed by Somerville College, including outside houses and the student house at 155 Woodstock Road;
- 2.3 within a five metre boundary of any entrance or exit to the College site or the exterior of any buildings owned or managed by the College;
- 2.4 within vehicles owned or operated by the College;
- 2.5 within vehicles hired or leased for College business.

### 3. Enforcement

- 3.1 People smoking tobacco products in prohibited areas should be asked politely to desist.
- 3.2 Refusal to desist is unacceptable and should be reported to the Housekeeping Manager.
- 3.3 For staff and students, refusal to desist will constitute a disciplinary offence. For a first breach of policy, staff and students will be reminded of the requirements of the policy and directed towards support for smoking cessation and advised that any further infringements may result in formal disciplinary action and fines.
- 3.4 Visitors and contractors who refuse to desist should be politely asked to leave the building (with the assistance of Lodge staff if necessary).
- 3.5 Students should refer any comments about non-compliance with this policy to the Dean.
- 3.6 Support staff should refer any comments about non-compliance with this policy to the Housekeeping Manager.
- 3.7 Academic members of College should refer any comments about non-compliance with this policy to the Senior Tutor.

#### **4. Assistance in giving up smoking**

Some smokers find that the introduction of smoking restrictions provides the impetus they need to give up smoking entirely. Others may have a genuine fear that they may be unable to stop. Details on how to obtain advice and support for stopping smoking are shown below.

- 4.1 For Academic College members and Support staff: University Occupational Health Service, Employee Assistance Service
- 4.2 For Students: College Nurse at the medical centre

Support is also available from

Quit Charity at [www.quit.org.uk](http://www.quit.org.uk) or Quitline 0800 002200

Help is available from the NHS via their Smoking Helpline on 0800 169 0 169 or website at [\\_](#). You can also join the NHS 'Together Programme'.

Andrew Parker (Treasurer & Domestic Bursar), August 2023

## **Endsleigh Insurance**

The College has arranged some room contents insurance for you with Endsleigh. It is important for you to check this cover, so please follow the steps below to ensure you fully understand the protection provided.

Go to <https://www.endsleigh.co.uk/student/confirm-your-student-cover/> to register with Endsleigh and check your policy details. The College policy number is HH1073

Visit the review cover link to:

- ✓ Check what is covered.
- ✓ Check key exclusions and limitations.
- ✓ Check your policy excess.
- ✓ Check how to make a claim, extend and personalise your cover.

It is important to find out exactly what you are covered for as you may find that the contents cover is not sufficient and that you need to extend it to protect all of your possessions both inside and outside of your room.