College Accommodation Licence for Alban Hall of Residence  
(Kensington Square, London W8 5HN)  
(2016 -2017 academic year, excluding Christmas and Easter vacations)

Note: This agreement is an accommodation Licence agreement for accommodation at Alban Hall of Residence (a student halls of residence owned and managed by Heythrop College (University of London) but with Imperial College London having the right to accommodate a certain number of Imperial College London students in the Hall during the 2016 – 2017 academic year) and when accepted by you, you will be agreeing to comply with legally binding obligations including to pay the relevant accommodation fees in full and to abide by the terms and conditions set out in this Licence agreement for the period of the Licence agreement. You should therefore read the terms and conditions of this Licence agreement carefully before accepting the offer of accommodation. Your attention is drawn in particular to the parts relating to additional charges you can be asked to pay (see clauses 1.8, 1.9, 8, 9 and 12 to 17 (inclusive) below) and to the terms on which you might be required to leave the accommodation early (see clause 17 below).

For the avoidance of doubt, this accommodation Licence agreement is between Imperial College London and you and references to “College” in the agreement are references to Imperial College London unless expressly stated otherwise.

For the purposes of this Licence agreement and the arrangements envisaged in it, the College has to share your personal data (which may include sensitive personal data) (as provided to the College) with Heythrop College. By accepting the offer of accommodation, you agree to such sharing of your personal data with Heythrop College.

Terms and Conditions

1. Your Accommodation Licence

1.1 This Licence is a 34-week Licence which provides accommodation at Alban Hall of Residence (the Hall) over the first, second and third periods set out in clause 1.2 (applicable for undergraduates).

This Licence does NOT include the Christmas and Easter vacations. Accordingly:

a. You will be expected to vacate your room by 10am on Saturday 17th December 2016 and will be permitted to return from 10am on Saturday 7th January 2017.

b. You will be expected to vacate your room by 10am on Saturday 8th April 2017 and will be permitted to return from 10am on Saturday 22nd April 2017.

c. You will be allowed to leave belongings in your rooms but no access will be permitted during these periods.

1.2. Licence periods 2016 -17 for College accommodation are as follows:

a. Period 1: 1 October 2016 to 16 December 2016 inclusive;

b. Period 2: 7 January 2017 to 7 April 2017 inclusive;

c. Period 3: 22 April 2017 to 30 June 2017 inclusive,

(together the Licence periods covered by your Licence form the Licence term).
1.3 The College reserves the right to vary accommodation allocations (at its discretion or at the request of Heythrop College) as reasonably necessary for the purposes of good management of the accommodation or if circumstances reasonably require. Where you are required to move, the College will take all reasonable steps to ensure that you are allocated alternative accommodation of a similar standard within the same Hall. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different hall/residence.

1.4. A contract is formed between you and Imperial College of Science, Technology and Medicine (the College) when you accept the offer of accommodation made by the College.

1.5 The total Licence fee payable by you for your stay in the accommodation will be advised in the offer of accommodation. Upon acceptance of your offer of accommodation, you will be sent an invoice for the first Licence period fees.

1.6 You are required to make full payment at least 24 hours prior to the start date of the relevant Licence period. Please note you will not be admitted to the accommodation if you fail to make payment in full prior to the start date of the relevant Licence period as directed.

1.7 If you wish to cancel your accommodation booking, you must inform the Student Hub of this in writing prior to the Licence term start date. The contact details of the Student Hub can be found at:

http://www3.imperial.ac.uk/studenthub/contacts

1.8 If you inform the Student Hub in writing that you wish to cancel the Licence the following charges will apply:

<table>
<thead>
<tr>
<th>Cancellation Notice Received by the College</th>
<th>No Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 7 days of accepting an offer</td>
<td>No Charge</td>
</tr>
<tr>
<td>More than or 14 days prior to the Licence term start date</td>
<td>£150</td>
</tr>
<tr>
<td>Between 14 and 1 Day prior to the Licence term start date</td>
<td>£250</td>
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Accordingly, please note that:

- you will not incur a charge only if you inform the Student Hub in writing of a cancellation within 7 days of accepting an accommodation offer; and

- if you fail to cancel your booking at least 1 day prior to the Licence term start date, you will be liable to pay for the full Licence term (i.e. all Licence periods) and you will only be able to terminate the Licence by following the procedure set out in clause 16 (Early termination of the Licence by you).

1.9 The following charges are included in the Licence fee:

a. Insurance premium in respect of Contents Insurance (please note that the insurance will be subject to a number of exclusions and excesses – further details will be provided upon request and we recommend that you review these to determine whether you may require additional personal cover in respect of your belongings);

b. Gas and electricity charges (subject to reasonable usage). Please see clause 1.12 below for further details about heating;
c. A small compulsory contribution to the social amenities of the hall;
d. A weekly food allowance during the Licence periods set out in clause 1.2 above as more particularly described in clause 1.13 below.

1.10 The Licence fee includes a charge for heating. The heating is normally on from 1 October to 30 April depending on weather conditions each year. In keeping with Heythrop College’s commitment to reducing energy wastage it is not provided 24 hours per day.

1.11 The Licence fee also includes a weekly food allowance during the Licence periods set out in clause 1.2 above of £43.75 per room that can be spent in the Heythrop College dining room except that the weekly food allowance does not include various items (such as for example and without limitation bottled drinks and chocolate) and such items will be clearly marked as excluded from the allowance in the dining room. The dining room is expected to be open from 7.45am to 7.15pm Monday to Friday and for brunch from 11am to 1pm on Saturdays. No reimbursement or allowance shall be provided if meals are not taken except by prior agreement with the Heythrop Conference and Accommodation Office in respect of any period where the taking of meals is not permitted as part of a recognised period of religious observance. For the avoidance of doubt, there is no food allowance during any period outside the Licence periods set out in clause 1.2 above and, further for the avoidance of doubt, there will be no catering facilities between 17 December 2016 and 7 January 2017 and between 8 April 2017 and 22 April 2017 (all dates inclusive).

2. Inventory

2.1 At the start of the Licence period an inventory will be made by Heythrop College (or its nominees) of the fittings, furniture and other contents within the accommodation. The inventory should be checked and signed by you on arrival and returned to the Hall staff within seven (7) days from the date you received it to enable Heythrop College to note any discrepancies. You should retain a copy of the inventory for your records.

2.2 You are not allowed to remove any of the furniture or fittings provided in the accommodation and you are not allowed to bring additional furniture into the accommodation without the permission of Hall staff. Freestanding furniture should not be moved without the permission of the Hall staff and if agreed must be returned to its original position upon departure.

3. Cleaning

3.1 You are responsible for keeping your accommodation in a clean and tidy state. No bedroom cleaning will be provided. Communal areas will be cleaned Monday to Friday and kitchen waste will be removed at weekends.

3.2 Please note that the cleaning of communal areas will be reduced on public holidays.

4. Health

4.1 You are encouraged to register with a local NHS doctor. For more information please read:

http://www.imperial.ac.uk/student-space/here-for-you/find-a-doctor/
and/or speak to the Residential Support/Services team. Heythrop College strongly recommends that you register with a doctor who is in the call out area of the Hall and will agree to visit in an emergency.

4.2 Without prejudice to the generality of clause 1.3 above, in cases where the Hall warden reasonably believes that you present a serious risk to the health and safety of other residents the Hall warden has the right to request that the College terminates your occupation and require that you be excluded from the Hall immediately.

5. Use of accommodation

5.1 The accommodation may only be used for your personal living accommodation and not for business or any other use (for the avoidance of doubt, you are not permitted to use the Hall address for the running or registration of any business activity).

5.2 No pets or other animals may be kept in or around the accommodation except for assistance dogs and with the express prior consent of the Hall warden.

5.3 You agree not to use the accommodation provided for any immoral or illegal purpose. If you are found to be acting in such a manner your actions will be seen as a serious disciplinary offence. This may result in a referral to a Residence Tribunal or College Discipline Committee.

5.4 You agree not to sublicense or share the accommodation or to allow any guests to stay in the room in your absence under any circumstances.

5.5 You must behave in a responsible and proper manner at all times with consideration for all other students, staff, local residents and members of the public generally. Behaving in an aggressive, violent, abusive, insulting or threatening manner towards anyone in the Hall is not acceptable.

Please note that any breach of the requirements set out in this clause will be treated as a serious disciplinary offence which may lead to a referral to the Residence Tribunal or College Discipline Committee and may result in the termination of your Licence.

6. Hall rules

6.1 Enforcing discipline within the Hall with respect to residents who are College students is primarily the responsibility of the College’s Residential Support/Services team. This will include enforcing these Terms and Conditions in addition to other rules which may apply to the Hall and which will be provided to you when you have been allocated to the Hall or which may be notified to you from time to time by the College or Heythrop College. The Residential Support/Services team may escalate such matters as appropriate and shall consult with the relevant Heythrop College staff as may be appropriate. If you wish to complain about any decision of the Residential Support/Services team please follow the procedures set out in Ordinance E3 Procedure for Dealing with Complaints by Students

http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters-statutes-ordinances-and-regulations/ordinances/students/

6.2 In addition to the College’s other remedies for breach of this Licence, penalties, such as community service or fines, can be imposed within halls/residences for breaking any of the rules and, in more serious cases, a Residence Tribunal or College Discipline
Committee can be called. Particularly serious cases can result in the loss of your accommodation or, in extreme cases, expulsion from College. For further information on the procedures for dealing with student disciplinary offences see Ordinance E2 Code of Student Discipline

http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters-statutes-ordinances-and-regulations/ordinances/students/

You have the right to appeal against a decision in relation to disciplinary offences as set out in Ordinance E2 Code of Student Discipline.

6.3 The following rules apply to accommodation in the Hall:

You must observe all fire safety and evacuation procedures in operation within the Hall and must participate in fire drills. A compulsory fire safety lecture has been arranged. You will be notified on arrival of the fire safety lecture time. Failure to attend will result in disciplinary action being taken.

a. Do not compromise the safety of yourself or others. This includes but is not limited to the following:

i. never prop open fire doors, especially kitchen doors;
ii. never tamper with fire safety equipment (which is a criminal offence);
iii. never throw or let objects fall from the building or enter prohibited areas of the building;
iv. always ensure that the floor in your accommodation is kept free from any obstruction, clutter or hazard: this is for the benefit of you, your guests and others who may enter your accommodation from time to time;
v. if you identify any item within the Hall which you think is unsafe or may be a hazard, you must contact the Hall staff immediately (communal areas are the responsibility of all residents).

b. Avoid making excessive noise (e.g. playing musical instruments, music systems or amplified instruments loudly, shouting etc.) at any time. Between 23.00 and 07.00 hours, no noise whatsoever should be audible outside your room. Excessive noise is very disruptive for neighbours both within and outside the Hall and is regarded as a serious disciplinary matter. It is expected that every student should be able to study or rest without disturbance from others at any time, and particularly from 23.00 to 7.00 hours.

c. Respect the rights and needs of your fellow residents and the neighbours.

d. Do not use drawing pins or blu-tack or any other item which will mark the walls anywhere within the College accommodation. Use the notice boards in your room, where provided. A reasonable charge will be made if any damage is caused to the painted walls in your room. Nothing should cover the glass on your bedroom door as this is a fire door.

e. Do not allow uninvited strangers to enter the Hall, do not allow tailgating and do not leave any external doors open.

f. The Hall is a NON-SMOKING building and this means you must not smoke anywhere inside the Hall, including your bedroom. If you smoke in the Hall you are likely to be asked to vacate the residence immediately. Please note e-cigarettes will be treated similarly.
g. Illegal acts in the Hall, e.g. use and/or possession of prohibited drugs, will lead to a referral to a Residence Tribunal and to the police.

h. Firearms and weapons (including swords, air guns and air pistols) are strictly forbidden in the Hall.

i. Bicycles and motorcycles may not be stored anywhere within the Hall, other than designated bicycle storage areas. (Note we cannot guarantee that bicycle storage areas will be provided or that there will be sufficient space in any bicycle storage area for your bicycle.) If you do bring a bicycle, we suggest that you lock it with an appropriate D-lock to reduce the risk of theft.

j. Cycling, rollerblading and ball games are not permitted in the Hall or on any College footpaths or gardens.

k. You must ensure that you are aware of and comply with all regulations regarding the use of IT facilities in the Hall.

l. The downloading or distribution of pornographic or copyright material is strictly prohibited and will result in disciplinary action. You must comply (if and to the extent applicable) with the internet and e-mail rules of use of Heythrop College as set out in Appendix 2 to this Licence agreement. For the avoidance of doubt, any Imperial College’s rules and policies on use of IT and internet shall also apply to you as a registered student of the College. Other restrictions on the level and type of internet usage or otherwise may be imposed from time to time.

m. You must promptly give to the Hall reception a copy of any notice received concerning the accommodation or any neighbouring property.

n. You must comply with all rules and regulations set out in the Alban Hall Student Resident Handbook (a copy of which will be provided to you) and any other rules and regulations made by or on behalf of the College or Heythrop College relating to your use of the accommodation provided under this Licence and notified to you from time to time in writing (which may include by email).

o. You must not do anything which will or may result in the insurance of the Hall being void or voidable or in the premium for it being increased nor allow anyone else to do so.

p. All windows in the Hall, for health and safety reasons, cannot open beyond 100mm and each window has a mechanism to restrict it to this measurement. Should the mechanism be tampered with you will be charged for a replacement.

q. You must familiarise with the additional information set out in Appendix 1 to this Licence agreement which includes specific Heythrop College rules of conduct that you are expected to observe.

7. Electricity

7.1 Electrical appliances must be used carefully. The use of gas and liquid fuel heaters, candles, shisha pipes, oil lamps, kettles, irons, rice cookers, toasters and cooking appliances is strictly prohibited in study bedrooms. Such items may be used in other parts of the accommodation only where provided by Heythrop College for this purpose or where specific approval has been provided. Please note that it is your responsibility to ensure that your appliances are not used by any other residents in the kitchens.
Electric fires and heaters must not be used in the accommodation unless provided by the College or Heythrop College for such use. Refrigerators are only allowed in bedrooms in special circumstances and when permission is given or when provided by the College or Heythrop College for such use.

7.2 You agree:

a. Not to wire more than one appliance into one electrical plug.

b. Not to plug electrical appliances into light fittings.

c. Not to use multiple adaptors in a single socket (as there is a danger of overloading the circuit).

d. Only to plug electric shavers into the transformer sockets where fitted.

e. Only to use purpose made leads with electric kettles where used in kitchens (which are short and designed to prevent scalding).

f. Not to use electrical extension leads.

g. Not to interfere with the electrical distribution boards in the Hall or attempt to replace blown fuses.

h. Not to put nails into any of the walls.

i. Never to remove light bulbs from their fittings (report any faults to the Hall staff).

j. Not to make any alteration to the IT, mains or telephone wiring in the accommodation or, without the College’s prior consent, to install any radio or television aerial or other wiring or make any attachment to the accommodation in connection therewith.

k. Not to cook in your room. Any food stored in rooms must be kept in suitable sealed containers.

7.3 The College annually tests all its own portable equipment. Students’ personal equipment is **NOT** routinely tested. You are therefore responsible for checking it to ensure that it is safe to use in the Hall. You might be required to provide the Hall staff with full details of any equipment including manufacturer, type of equipment, loading and whether it complies with relevant standards.

7.4 The College reserves the right to refuse permission for you to use particular electrical items. This includes e-cigarettes and the use of Schuko plugs which are strictly prohibited. A full list of prohibited items can be found in your “Living Guide”.

7.5 The College reserves the right to remove, destroy or disable any equipment which it deems unsafe. Where practicable this will be discussed with you before any action is taken.

8. Defects and Damage

8.1 If you become aware of any defects in or damage to Hall accommodation (whether or not caused by you and whether or not in your room/flat), you must report this immediately to the Hall reception (or as otherwise directed).
8.2 You accept full financial liability for any loss or damage you or your guests may cause to property within the Hall or to the Hall accommodation including any cleaning costs.

8.3 Where loss or damage is caused by unidentified parties, the College reserves the right to recover the costs of such from all residents of the Hall jointly excepting any student who is able to demonstrate with reasonable certainty that neither they nor their guests caused the relevant loss or damage (e.g. by showing that they were not at the accommodation when the damage was caused).

9. Keys and access

9.1 You must not duplicate any keys issued to you or use the keys otherwise than in accordance with the purpose for which they were issued.

9.2 If you lose your keys, you will be charged for the cost of a replacement.

9.3 If you lock yourself out of your accommodation, the College (or its nominees) will take steps to arrange to provide you with access to your accommodation within a reasonable period. Other than in exceptional circumstances, you will be charged for this service.

9.4 Keys must be returned to the Hall reception when vacating the property. If you fail to return keys at the allocated time, you will be charged the cost of obtaining replacement keys or if necessary, the cost of changing locks (including labour charges).

9.5 The College reserves the right to enter (or for its nominees or representatives of Heythrop College to enter) your accommodation at reasonable times and subject to reasonable notice to make periodic checks, or for any other reasonable purpose (whether or not you are present in the room). In exceptional circumstances, where urgent entry is deemed appropriate, the College reserves the right to enter (or for its nominees or representatives of Heythrop College to enter) your accommodation at any time without notice.

9.6 Heythrop College has the right to carry out or to commission any maintenance, alterations or building works in the Hall or on adjoining or neighbouring property and neither the College nor Heythrop College shall be liable for any disturbance or inconvenience caused to you by such works. Heythrop College will attempt to minimize inconvenience and wherever possible will ensure that such works are done between 8.00am and 8.00pm.

10. Non-residents and visitors

10.1 You accept responsibility for the actions and behaviour of your guests, including any damage they cause. You are expected to ensure that your guests behave to the same standards as those expected of you under this Licence agreement.

10.2 You may have overnight guests who are 18 years of age or over but you remain responsible for your guests at all times and are responsible for costs of meals etc.

Requests to accommodate overnight guests must be submitted at least three (3) nights in advance by emailing campus-services@heythrop.ac.uk or via other means notified to you on arrival.
Therefore for example a guest request for a Friday evening must be received by 5pm the Tuesday before, a guest for Saturday by 5pm the Wednesday before etc. Please note that you are allowed guests two nights in any one week, running from Sunday to Saturday each week.

You may not lend your key or access card to a non-resident, nor permit a guest to remain in Hall after you have vacated your room.

Failure to notify Hall staff of the presence of a guest is a breach of safety requirements and will be seen as threatening the safety of that guest in the event of a fire.

10.3 The College reserves the right (in its discretion or at the request of Heythrop College) to refuse admission to any non-resident and/or to require any non-resident to leave the accommodation.

10.4 All guests to the Hall must be properly signed in at all times.

10.5 You must accompany your guests at all times whilst on site.

11. Room Swapping/Changes

11.1 The College has reserved the right (at its discretion or at the request of Heythrop College) to require you to change rooms within the Hall, or in exceptional circumstances, to move to an accommodation in a different hall/residence at any point during the Licence term (see clause 1.3).

11.2 You are not entitled to swap accommodation with another student within the Hall except with the prior written approval of the Hall warden and subject to the conditions set out in the Alban Hall Student Resident Handbook.

11.3 You are not entitled to swap accommodation with another student residing at another College hall/residence except under circumstances set out in the Room Move/Swap and Notice to Quit Policy a copy of which is available here:


11.4 If you wish to move into a room that is not within the Hall and that has been vacated by another student, you must follow the guidelines set out in the halls/residences Room Move / Swap and Notice to Quit Policy. Any approval will be conditional upon you agreeing to follow that Policy.

12. The Licence Fee

12.1 The Licence fee is the relevant fee specified in your offer of accommodation and must be paid in full for the full Licence term of 34 weeks unless otherwise indicated in this Licence agreement.

12.2 You agree to pay the applicable Licence fee in advance of each Licence period upon receipt of an invoice or at least 24 hours prior to the start date of the relevant Licence period (whichever is earlier).

12.3 Invoices are issued prior to the start of each Licence period. Students who take up residence partway through a Licence period will be invoiced for the remainder of that Licence period.
12.4 Should you not pay your Licence fees or other sums due under the terms of this agreement and without prejudice to clause 17 below, the College will take all necessary legal action to recover the debts and the cost of doing so may be passed on to you.

12.5 It is imperative that, should you anticipate having any problems with payment of Licence fees or any other sums due under this agreement, you should contact the Student Hub as soon as possible to discuss your options.

13. Administrative charges

13.1 If you either:

   a. fail to pay the Licence fee in full at the times and in the manner specified; or

   b. request to pay the Licence fee and other charges other than at the times and in the manner specified then the College is entitled (without prejudice to its other rights and remedies under the Licence) to levy a reasonable charge to cover its administrative costs and interest foregone.

Only in exceptional circumstances will such charges be waived.

13.2 The following provides indicative charges which may be applied under clause 13.1 (which may be reviewed by the College from time to time):

   a. An administrative charge of £1 per calendar day if an invoice is not paid before the due date without prior agreement with the Accommodation Credit Controller (to apply until full payment is received).

   b. Payments returned unpaid by your bank: £10 per incident.

13.3 The charges referred to in clause 13 and other charges in this agreement (other than the Licence fee) will be fixed at amounts which the College considers reflect the cost or loss to the College. If a student considers that, in his or her particular case, a charge made to them does not reasonably reflect that cost or loss in that instance, the student may appeal that charge by referring it to the Head of Residential Services & Support Operations and, if still unresolved, to the Director of Campus Services.

13.4 In the event that you choose to pay your Licence fee by credit card, a reasonable surcharge will be charged. At present the surcharge is [1.2%].

14. Charges payable to public authorities

You agree to pay directly to the relevant public authorities any additional charges for which you may be liable (e.g. TV Licence, council tax etc). In the event that the College or Heythrop College become liable for any such charges as a result of your accommodation under this Licence, the College is entitled to recover these charges from you.

15. End of Licence term
15.1 At the end of the Licence term you should clean and clear your room or flat of all belongings by 10.00am on Saturday 1 July 2017 and return your keys to the Hall staff. You must make sure that the doors are locked and the windows in your room are firmly closed when you leave. In the event that doors or windows are left open, you will be charged for any damage caused. Professional cleaners will be engaged where cleaning does not meet the standards required by Heythrop College and you will be charged for the costs of engaging such professional cleaners.

15.2 Any provision of this Licence agreement that expressly or by implication is intended to come into or continue in force on or after the end of the Licence term shall remain in full force and effect.

16. Early Termination of the Licence by you

16.1 The College may, at its discretion, release you from the Licence where you are subject to exceptional circumstances. Exceptional circumstances can include serious illness, major personal problems, and limited academic reasons such as the ending of a course. Transferring to writing-up status will NOT constitute exceptional circumstances.

16.2 If you decide to terminate the Licence and you are not entitled to do so under any of the provisions set out in clauses 1.10 and 16.1 then the College will take reasonable steps to mitigate the loss caused by the termination, for example, by trying to re-license your accommodation. Any replacement student must be eligible for College accommodation and must be approved by the Student Hub. In considering whether to give its approval, the Student Hub will act reasonably and will take into account all the circumstances including whether the replacement student already has College accommodation and his or her financial ability to take a Licence of your accommodation. In the event that your accommodation is re-let, you will receive an appropriate reimbursement in respect of Licence fees you have paid, subject to a deduction in respect of any other sums due to the College.

16.3 If you wish to terminate your Licence after the moving in date, under the provisions set out in clause 16.1 or otherwise, then you must do the following:

a. complete the Notice to Quit Form (which can be requested from the Student Hub);

b. return this form to the Student Hub either in person or via recorded delivery; and

c. vacate your room or flat and return your key to the Hall staff by 10.00am on the date stated in the Notice to Quit Form. You should note that until the accommodation has been re-licensed under clause 16.2, (without prejudice to any reimbursement rights you may have as provided for in clause 16.2) you will be liable for the Licence fee for the remainder of the Licence periods in that academic year.

16.4 It is important to remember that if you terminate your Licence in line with the process set out in clause 16.3 above:

a. You will not be permitted to remain in the accommodation after the departure date specified in your Notice to Quit Form; and

b. It is unlikely that you will be permitted to have College accommodation in the future.

17. Early Termination of the Licence by the College
17.1 The College is entitled to terminate this Licence on written notice if:

a. you commit a serious breach of these Terms and Conditions or any other rules of the Hall and (in the case of a material breach which is capable of remedy) having received notice from the College requiring you to remedy the breach within a reasonable period, you fail to remedy that breach within the timeframe specified. The College will usually give at least 4 weeks’ notice to remedy the breach but the length of the notice will depend on the seriousness and nature of the breach and, in some cases, may need to be complied with immediately;

b. you are repeatedly or persistently in breach of these Terms and Conditions or any other rules of the Hall, and having received notice from the College that it will terminate your Licence upon further breach, you further breach the Terms and Conditions or rules (as applicable);

c. any payment due under this agreement is at least 21 days late and you have then failed to make the payment having been given 14 days’ notice by the College;

d. you cease to be a full-time registered student of the College.

17.2 If the College intends to terminate the Licence, the College will serve you with a written notice in accordance with the Protection from Eviction Act 1977 (where applicable). If you fail to vacate the accommodation and/or pay any outstanding arrears, the College may take court proceedings to recover both the accommodation and the outstanding sums and the court may make an order that you pay the College’s costs of those proceedings.

17.3 If this agreement is terminated by the College in accordance with this clause 17 and possession is obtained, the College will take reasonable steps to re-license the accommodation where it is reasonable for it to do so. Any replacement student must be eligible for College accommodation and must be approved by the Student Hub. In considering whether to give its approval, the Student Hub will act reasonably and will take into account all the circumstances including whether the replacement student already has College accommodation and his or her financial ability to take a Licence of your room/flat. In the event that your room is relicensed, you will receive an appropriate reimbursement in respect of Licence fees you have paid, subject to a deduction in respect of any other sums due to the College.

17.3 If there is any conflict or contradiction between the provisions of this Licence and those in the Hall rules, local rules and / or disciplinary procedures at Imperial College London, then the terms of this Licence will prevail and the decision of the College in this regard is final.

18. Licence fee refunds

If you think you are entitled under this agreement to a refund of your Licence fee enquiries should be directed to the Accounts Receivable Credit Controller at the South Kensington Campus.

19. Other letting conditions

19.1 The College does not accept liability for any loss, damage or expense incurred by you due to circumstances outside its control (including loss of or damage to your personal belongings). The College is not liable for any consequential loss whatsoever. The College is also not liable for any lost material due to lost internet connection at the Hall.
19.2 The College’s liability (other than for death or personal injury due to its negligence) shall, in all circumstances, be limited to the total Licence fee payable under this Licence.

20. Complaints

In the event that you experience a problem at the accommodation and wish to complain about it, you have to follow the Students Complaints Procedure of the Hall which is administered by Heythrop College and is set out in Appendix 3 to this Licence Agreement.
APPENDIX 1

Additional Information

Drugs and Intoxicating Substances

Possession and use of any controlled drugs is illegal and is a serious disciplinary offence within the Hall. Use or possession of controlled drugs in the Hall or allowing them to be used in your room will be cause for immediate expulsion from the Hall and the matter may be referred to the Police. Guests involved will also be required to leave immediately.

Drugs, solvents, and intoxicating substances are injurious to health. Residents seeking further information about drugs or other noxious substances or concerned about their own use of them should seek advice immediately from any one of the health support services, including their own doctor, who can provide professional advice. If you do not know how to contact one of the support services, please ask at the Campus Services Office.

The police are interested in patterns of supply of drugs. Any resident receiving unsolicited offers of drugs or with other information which could be helpful to the police is invited to share such information with them.

Discrimination and Personal Harassment

The University of London was established to provide education on the basis of merit alone and without regard to race, creed, or political belief and was the first University in the United Kingdom to admit women to its degrees. Heythrop College continues to affirm this opposition to unfair discrimination in any form and it is in keeping with this policy to prohibit any kind of personal harassment including but not limited to harassment on the grounds of race, sex, or sexual orientation.

Harassment of one member of the College community by another is wholly unacceptable behaviour and can be grounds for disciplinary action which may include expulsion or dismissal. Any incidents of personal harassment should be reported to the Campus Services Office as soon as possible.

Security

You will be expected to contribute to the general security of the hall of residence. Your Accommodation should be kept locked at all times when not actually occupied.

Parking Arrangements

Parking is not normally permitted on Heythrop College property. Students are strongly advised not to bring a car with them. London operates a congestion charging system.

Electrical Safety

Under the terms of the Heythrop College’s Code of Practice under the Electricity at Work Regulations, all electrical equipment owned by Heythrop College is inspected and a record kept. If you wish to bring any electrical equipment into your room you will need to ensure that it is EU approved and is British Standard kite-marked.

The Heythrop College electrical supply is 230 volts+5%AC (50 cycles/second).

Low Wattage and domestic electrical appliances such as hi-fi equipment, computers, electric shavers, and hair dryers may be used if properly wired. An electrician is available to advise and to check any problems.
Refrigerators are not normally permitted. Where a medical condition requires the storage of medicines in a refrigerator, e.g. insulin for diabetics, prior written approval for the installation of a refrigerator must be obtained from the Hall Warden.

All electrical equipment must be fitted with suitably-rated fused plugs and suppressors and be kept in a safe condition. Under no circumstances may you add to or interfere with electrical circuits or installations of the Hall.

**Heating and Hot Water**

Electricity, heating and hot water are provided as part of the Agreement at no additional charge. The heating is normally on from 1st October until 30th April depending on weather conditions. In keeping with Heythrop College’s commitment to reducing energy wastage it is not provided 24 hours per day. Hot water is normally available throughout the year 24 hours per day.

**TV Licence**

You must have your own TV licence if you want to use a TV set in your room; you are not covered by the Hall licence or by any licences held at your permanent home address. The penalty is a fine of up to £1000. Visit [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk) for more information.
Internet Services

Provision of Internet Connection

Michaelmas Term 2016 (Please note it is possible that this provision will change from the beginning of Lent Term 2017, in which case you will be issued an amended Appendix).

We will endeavour to make all rooms accessible to the internet, however, we cannot guarantee that all rooms will be connected at all times. These regulations apply to connections made via the Ethernet socket connection in your room (an Ethernet cable is provided). For the various Heythrop wireless networks, e.g. HeythropWi-Fi, HeythropOpen, eduroam etc., Heythrop College standard regulations apply. These can be accessed here: www.heythrop.ac.uk

It may at times be necessary to undertake network maintenance and replace equipment. During these times it may not be possible to connect to the internet. As much notice as possible will be given of any such work but emergency works (i.e. without notice given) cannot be ruled out. Hall-wide internet outages do also occur occasionally, for example due to power problems in the Hall or surrounding areas. Whenever there is an internet outage, we will endeavour to inform you via notices in the reception area.

Unfortunately no reduction in rent can be offered for any time you cannot be connected to the internet for any reason. Heythrop College cannot be held responsible for any lost material due to lost connections.

Heythrop College is normally able to provide you with Internet access direct to your room. To access the Internet via the network point in your room your computer will need a LAN connection (also known as Ethernet). We recommend that the operating system should be at least Windows 7 or MacOS X Lion. We would not recommend the use of older versions of Windows or MacOS as these older operating systems pose greater security risks. Due to the vast array of Linux distributions it is impossible to make a specific recommendation, but for Linux users any mainstream current Linux distribution should be acceptably secure. For all devices connected in your room you may be required to provide the MAC address to the ICT Services team on request – if you do not know how to provide the MAC address then please ask the ICT Services team for assistance. It is possible to request the connection of devices other than computers (e.g. PS4, XBox One, etc. – these requests will be granted wherever possible).

Conditions of Use

(a) General

Please be aware that by accepting this licence you are agreeing to abide by the following conditions of use, the JANET Acceptable Use Policy and the Heythrop College’s Computing Regulations which can be accessed here: www.heythrop.ac.uk

A copy of the JANET Acceptable Use Policy may be obtained from:

https://community.jisc.ac.uk/library/acceptable-use-policy

As with all Hall Regulations, this agreement is personal to you. Thus, you are liable for any misuse of the internet connection in your room and therefore subsequent misuse of Heythrop College’s computer network and/or JANET connection. You are strongly advised to password
protect your computer and turn it off when not in use, especially if you occupy a shared room. Please note that you are not permitted to connect applications/devices such as Wireless Access Points that are designed to share your connection. You are also prohibited from running applications/devices that are designed to share data across our network (e.g. NAS device).

Please be aware that the service provided is the same service that is available from within the main Heythrop College campus, and is thus subject to any limitations that are applied to the main Heythrop College network. In this context, you should note that we do NOT provide an unrestricted internet service, the service provided is a connection to the internet via the main Heythrop College network. If you require an unrestricted internet connection then please speak to the ICT Services team, who may at their discretion provide you with a limited bandwidth wireless connection, for specified services (generally speaking this is the wireless network known as HeythropOpen) Heythrop ICT will at its sole discretion grant access on request to other networks, e.g. Steam).

For eduroam users violations of our regulations will also be reported to your host institution.

(b) Legal considerations

All users must comply with the terms of current relevant legislation, and in particular must not download, create, communicate to another person, or otherwise deal with any material which:

i) defames any person or any entity;
ii) is sexually explicit or obscene;
iii) is abusive, threatening, or racially offensive;
iv) infringes the copyright or violates the privacy of any other person;
v) infringes the rights of any person under the Data Protection Act; and/or
vi) is otherwise unlawful or objectionable.

(c) Resource Usage

The Heythrop College computer network is provided predominantly for the furtherance of your academic aims but personal use is permissible, however, work of a commercial or business nature is forbidden. No use of any server applications provided by you or others across Heythrop College’s computer network is permitted. The bandwidth provided to your room will be up to 10Mbps. Downloads and uploads will be limited to 50GB in total over a period of one calendar week (Monday 00:00 to Sunday 23:59). If you exceed this limit you may be moved to a lower bandwidth network for a seven day period. If a resident persistently breaches acceptable limits, they may be disconnected from the network indefinitely.

(d) Peer-to-Peer Applications

The use of applications which in practice are used almost exclusively in breach of the JANET Acceptable Use Policy will be deemed unacceptable, regardless of their actual use. Most notably, the use of peer-to-peer applications, generally used for the sharing of material in breach of copyright is deemed to be unacceptable. These types of applications are not permitted to be running on a users’ computer whilst connected to the Heythrop College’s network. Any user detected with these applications in use will be warned to cease this behaviour. If a resident persistently uses these types of applications when connected to the
network then Heythrop College reserves the right to terminate their internet connection indefinitely.

(e) Potential for Harm

Users must not do anything that may cause or pose a risk of loss, damage, or significant expense to Heythrop College or harm the reputation of Heythrop College. Care must be taken to ensure that any private statement made is not described as Heythrop College policy, nor is in any way attributable to Heythrop College, and that all statements, especially those made in "public" messages, are not defamatory.

(f) Limitations of Liability

Whilst every effort is made to ensure no disruption to internet service, Heythrop College does not warrant that an Internet connection will be available at all times and cannot be held liable for any loss or damage (including consequential loss) caused by a disruption to JANET, the Heythrop College network and servers, or abuses by another user. It is each user's responsibility to ensure that any equipment used is in proper working order.

(g) Privacy

Heythrop College routinely monitors network traffic and stores all e-mail messages over its networks on the e-mail servers used. Thus, no e-mail should be considered to be completely private. The primary purpose of monitoring is for fault investigation. However, any anomalies may be investigated for possible breaches of terms and conditions of use, including illegal activity.

Heythrop College has the right to:

- inspect network traffic between a user's machine and any other address(es);
- inspect e-mails, both incoming and outgoing where Heythrop College has reasonable grounds to believe that a term of the Heythrop College’s Regulations have been breached; and
- take any action Heythrop College deems necessary including limiting service or completely cutting off access, where it is considered advisable to prevent further misuse.

Except where monitoring provides evidence of a breach of these conditions or the JANET Acceptable Use Policy, or criminal activity, or of significant cost to Heythrop College, information acquired will be kept strictly confidential to those involved in the investigation. In the case of criminal activity, the information will be made available to the police and Heythrop College’s administration.

(h) PREVENT

Heythrop College, University of London has a statutory duty, under the Counter Terrorism and Security Act 2015, termed “PREVENT”. The purpose of this duty is to aid the process of preventing people being drawn into terrorism.

You must not create, download, store or transmit unlawful material, or material that is indecent, offensive, defamatory, threatening, discriminatory or extremist. The College reserves the right to block or monitor access to such material.

(i) Viruses
It is your responsibility to maintain your computer to prevent virus infection. Should Heythrop College detect or be notified of virus activity on your connection, the connection will be terminated and will not be reconnected until your computer has been inspected by the ICT helpdesk and deemed to be virus free and is in an acceptable condition that is not likely to lead to further virus infections. It is not the responsibility of the ICT team to remove viruses but this may sometimes occur as part of the inspection for any virus infection.

If the service is used other than as authorised, Heythrop College reserves the right to terminate the connection immediately without notice.

Support

The Heythrop College ICT team will provide support during normal Heythrop College opening hours.

If a visit to a room is required, then this will occur within 3 days of the request. Heythrop College will endeavour to beat this timeframe where possible.

The ICT team support Internet connectivity to the data point in your room and basic advice in connecting common devices to use the internet service. The ICT team do not provide general PC/laptop support for either hardware or software.

Please note that for all services covered in this appendix, all matters that may require subjective interpretation (e.g. indecent images), Heythrop College’s judgement will be binding. Internet access is provided via the main Heythrop College network which is accessible either through the data point in your room or through the wireless networks. For avoidance of doubt, the provision of internet services is an additional service provided by Heythrop College and is not covered by the fees outlined in the Licence agreement. Heythrop College currently provides these services for no additional cost.
APPENDIX 3

Student Complaints Procedure

General

The emphasis on this procedure is on informality, with the object of solving problems, quickly, simply and fairly. It is hoped that the great majority of issues can be settled amicably at an early stage.

Constructive criticism is always welcomed as a help towards monitoring and raising service levels. A record of all complaints, at the First, Second or Third Stage of this procedure, will be kept by the Heythrop College’s Campus Services for a reasonable period. This record will include the complainant's name, details of the complaint and how it has been resolved or concluded.

As in most organisations, there may be times when services are adversely affected by unforeseen circumstances outside the College’s control. Accordingly, the College shall not be liable in the respect of interruption to services by reason of mechanical defect/breakdown/frost/ inclement conditions or unavoidable shortages of fuel/materials/water/labour or any other beyond the reasonable control of the College. In addition, building faults inevitably occur in all accommodation. When this happens you are entitled to expect that steps will be taken promptly to solve the problem or make alternative arrangements. Complaints will not normally be upheld if they concern specific or short-term shortfalls in facilities.

Procedure

Making a complaint

After discussing the matter informally a student may make a complaint in person to the Heythrop College’s Campus Services Office during Office hours, or in writing, or may ask for an appointment with the Hall Warden or Estates and Services Manager with whom the matter can be discussed. Complaints about other students may be made directly to a member of the Campus Services Office.

If you have not been able to solve your complaint in the manner described above you may wish to lodge a formal complaint using the attached form.

Complaints about individual members of staff

Complaints about the Campus Services Office, including residential assistants should be made directly to the Estates and Services Manager. Complaints about the Estates and Services Manager should be made to the Director of Finance and Estates.

Complaints about members of staff must be dealt with in accordance with their contract of employment and not necessarily as provided below; complaints which could lead to disciplinary action will need to be made in writing.

Complaints about discrimination or harassment

Concerns about discrimination or harassment of students should be referred in confidence to the Hall Warden or Estates and Services Manager who shall decide the appropriate steps to be taken to investigate the concerns in accordance with the Heythrop College’s Equal Opportunities Policy.

Resolving a complaint
The object is to resolve a problem quickly and simply and with the minimum of formality. The Estates and Services Manager has discretion as to how a complaint is investigated and determined and may refer the matters to other members of staff and/or a member of the Heythrop College’s Senior Leadership Team. The student shall normally be informed of the outcome within 21 days of their complaint being received.

If the student remains unsatisfied with the handling of the complaint as outlined above, the student can make a formal complaint to the Heythrop College’s Director of Finance and Estates, but only in exceptional circumstances will the Director of Finance and Estates consider any complaint which has not been previously examined under the procedures detailed above.

If the Director of Finance and Estates (or his nominee) comes to the conclusion that the complaint has already been settled fairly in the Hall, or that the complaint is trivial, or wholly lacking in merit or substance, the Director of Finance and Estates (or his nominee) may dismiss the complaint.

If the Director of Finance and Estates (or his nominee) comes to the conclusion that there is substance in the complaint, he may either:

1) Seek to resolve the complaint; in discussion with the student and the Estates and Services Manager; or
2) By agreement with the student, appoint an arbitrator whose decision will be final, and binding on all concerned.

The Director of Finance and Estates (or his nominee) shall usually conclude his/her investigation within 28 days and shall notify the student when the complaint is deemed to be concluded by the College.

**Disciplinary Action**

There shall be no disciplinary or other adverse implications for a student who makes a complaint or allegation providing the student acts in good faith, within the law, and not vexatiously, or with malice, and in accordance with established procedures including those above. Victimisation of a complainant and deterring anybody from making a proper complaint are serious disciplinary offences.

**THE OFFICE FOR THE INDEPENDENT ADJUDICATOR FOR HIGHER EDUCATION**

The procedure detailed above completes the Heythrop College’s consideration of a student’s complaint with the Alban Hall of Residence. Attention is, however, drawn to the Office of the Independent Adjudicator for High Education (OIAHE). The OIAHE provides an independent scheme for the review of student complaints about a final decision of a Heythrop College’s complaints appeal body. Full details of the OIAHE and how to make a complaint are available from the College or on the website of the OIAHE [http://oiahe.org.uk](http://oiahe.org.uk). The postal address is: Office of the Independent Adjudicator for High Education, Fifth Floor, Thames Tower, Station Road, Reading, RG1 1LX.