College Accommodation Licence (2015 -2016)

Note: This agreement is an accommodation licence agreement 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 1.4, 7, 9, 10 and 13 to 19 (inclusive) below) and to the terms on which you might be required to leave the accommodation early (see clause 18 below).

Terms and Conditions

1. Your Accommodation Licence

1.1. The College offers two different College Accommodation Licence types:

   a. A 38-week Licence provides accommodation over the first, second and third periods set out below (applicable for undergraduates); and
   b. A 51-week Licence provides accommodation over the first, second, third and fourth periods set out below (applicable for postgraduates)

Both licence types include the Christmas and Easter vacations.

1.2. Licence periods 2015 -16 for College accommodation are as follows:

   a. Period 1: 3 October 2015 to 9 January 2016;
   b. Period 2: 9 January 2016 to 23 April 2016;
   c. Period 3: 23 April 2016 to 25 June 2016;

(together the licence periods covered by your licence form the Licence term).

1.3. Please note that this licence is for a place in College accommodation and not for a specific room/flat or Hall. The College reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of its accommodation. 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 or house. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different hall or house.

1.4. In all College accommodation, 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 1.5 below for further details about heating;

   c. A connection to the relevant broadband network for access to the internet (subject to reasonable usage);
d. Connection to any telephony service which may be provided in your study room (at the College’s discretion). Please note that you will be liable for all call charges made using any such service;

e. A small compulsory contribution to the social amenities of the hall

1.5. The Licence fee includes a charge for heating. In halls where students are able to control the heating in their room/flat, this is subject to reasonable usage by the student who is encouraged to act in an environmentally responsible way. In other halls, heating is controlled centrally and students are not able to alter the heating in their room/flat on an individual basis. In halls where the heating is controlled centrally, the College will use its reasonable endeavours to ensure that a reasonable internal temperature is maintained at all times.

1.6. If you wish to accept the College’s accommodation offer:

   a. you must complete the online application form and make a partial pre-payment of the licence fee of £250 (£450 for couple/Family accommodation) in order to secure the room/flat and which will be deducted from your final invoice.

   b. If you inform the Student Hub in writing that you wish to cancel the Licence at least 2 weeks in advance of the move-in date, the College will terminate the Licence subject to an administrative charge of £150 (£300 for couple/family accommodation). If you inform the Student Hub in writing that you wish to cancel the Licence between 2 weeks and 1 day in advance of the move-in date, the College will terminate the Licence subject to an administrative charge of £250 (£450 for couple/family accommodation). These charges will be deducted from any pre-payment of the licence fee under 1.6a before any pre-paid licence fee is reimbursed.

   c. Subject always to the provisions set out in clause 2 below, if you do not inform the Student Hub in writing that you wish to cancel the Licence at least 1 day in advance of the move-in date you will only be able to cancel the Licence by following the procedure set out in clause 17 (Early termination of the Licence by you).

2. Distance selling regulations

   If you accepted your Licence away from the College (for example, if you signed it at home or electronically over the internet) then you are entitled to a 'cooling off' period which starts from the day after you accepted the Licence and lasts for the shorter of (i) 7 working days and (ii) the period ending on the date you take up your accommodation at the commencement of the Licence period. If you wish to cancel within this period, you must inform the Student Hub in writing by letter or email within that period.

3. Inventory

   3.1 At the start of the Licence period an inventory will be made by the 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 supervisor within seven days from the date you received it to enable the College to note any discrepancies. You should retain a copy of the inventory for your records.

   3.2 You are not allowed to remove any of the furniture or fittings provided in the accommodation which remain property of the College.
4. **Cleaning**

4.1 You are responsible for keeping your room in a clean and tidy state.

4.2 Notwithstanding clause 4.1, the College will make such arrangements from time to time as it (in its discretion) deems reasonable to clean the accommodation (except for couple/family accommodation which will not receive a cleaning service) and you should refer to any notices or rotas displayed in your hall for the provision, frequency and timing of any cleaning arrangements as well as for any cleaning procedures, guidelines and responsibilities.

4.3 Please note that, to the extent that any cleaning services are provided in your hall, such cleaning services will be reduced during College closure periods (Christmas and Easter) and on bank holidays.

5. **Health**

5.1 You are encouraged to register with a local NHS doctor. For more information please read: [http://www.imperial.ac.uk/students/student-support/find-a-doctor/](http://www.imperial.ac.uk/students/student-support/find-a-doctor/) and/or speak to the warden team.

5.2 Without prejudice to the generality of clause 1.3 above, in the event that the College believes that you have contracted an infectious disease which it believes poses a health risk to other residents College may require you to move to alternative accommodation until they are satisfied that the risk has subsided.

6. **Use of accommodation**

6.1 The accommodation may only be used for your personal living accommodation and not for business or any other use.

6.2 No pets or other animals other than assistance dogs may be kept in or around the accommodation.

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.

6.4 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 (this does not prevent you sharing couple/family/shared accommodation with an individual approved by the Student Hub). Please note that breach of the requirements set out in this clause is 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.

6.5 If you are a student in a shared room and the student you are sharing with moves from the accommodation we will (at our option) either:

   a. Provide the remaining bed space to another student (subject to reference checks); or

   b. Vary your accommodation allocation in accordance with clause 1.3; or
c. If so requested by you, allow you to remain in the accommodation on a single occupancy basis (subject to you agreeing to pay an increased Licence Fee to reflect such single occupancy basis as determined by the College).

7. Hall rules

7.1 Enforcing discipline within halls and houses is primarily the responsibility of the Residential Support Team. This will include enforcing these Terms and Conditions in addition to other rules which may apply to your own particular hall or house and which will be provided to you when you have been allocated to a hall or house or notified to you from time to time. The Residential Support Team may escalate such matters as appropriate. If you wish to complain about any decision of the Residential Support 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/.

7.2 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 and houses 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 place in hall 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.

7.3 The following rules apply to all College accommodation:

a. You must observe all fire safety and evacuation procedures in operation within your hall or house.
b. 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 room/flat 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 your hall or residence which you think is unsafe or may be a hazard, you must contact the Hall Supervisor immediately (communal areas are the responsibility of all residents).
c. 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 hall and is regarded as a serious disciplinary matter.
d. Respect the rights and needs of your fellow residents and the neighbours.
e. 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.

f. Do not allow uninvited strangers to enter the hall/house, do not allow tailgating and do not leave any external doors open.

g. All College halls are designated no smoking residences.

h. Illegal acts in hall, e.g. use and/or possession of prohibited drugs, will lead to referral to a Residence Tribunal and to the police.

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

j. Bicycles and motorcycles may not be stored anywhere within College accommodation, 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.

k. Cycling, rollerblading and ball games are not permitted in halls or on any College footpaths or gardens.

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

m. The downloading or distribution of pornographic or copyright material is strictly prohibited and will result in disciplinary action. Other restrictions on the level and type of internet usage or otherwise may be imposed.

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

o. You must comply with all rules and regulations made by or on behalf of the College or accommodation provider relating to your use of the accommodation and notified to you from time to time in writing.

8. Electricity

8.1 Electrical appliances must be used carefully. The use of gas and liquid fuel heaters, candles, kettles, irons, rice cookers and cooking appliances is prohibited in study bedrooms. Such items may be used in other parts of the accommodation only where provided by the College for this purpose or where specific approval has been provided by the Residential Support Team. 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 study bedrooms or flats unless provided by the College for such use. Refrigerators are only allowed in bedrooms in special circumstances and when permission is given or when provided by the College in designated halls for such use.

8.2 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 supervisor).
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.

8.3 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 your hall of residence. 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.

8.4 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 is strictly prohibited.

8.5 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.

9. **Defects and Damage**

9.1 If you become aware of any defects in or damage to College 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).

9.2 You accept full financial liability for any loss or damage you or your guests may cause to property within the hall or house or to the College accommodation including any cleaning costs.

9.3 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 house/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).

10. **Keys and access**

10.1 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.

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

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

10.4 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).

10.5 The College reserves the right to enter (or for its nominees to enter) your room/flat at reasonable times and subject to reasonable notice to make periodic checks, or for any other reasonable purpose. In exceptional circumstances, where urgent entry is deemed appropriate, the College reserves the right to enter (or for its nominees to enter) your room/flat at any time without notice.

11. **Non-residents and visitors**
11.1 You accept responsibility for the actions and behaviour of your guests, including any damage they cause.

11.2 Overnight guests are not permitted in halls or residences unless expressly permitted by the Residential Support Team or otherwise expressly permitted in your hall/residence rules.

11.3 The College reserves the right to refuse admission to any non-resident and/or to require any non-resident to leave the accommodation.

12. Room Swapping/Changes

12.1 The College has reserved the right to require you to change rooms/flats within the hall or house, or in exceptional circumstances, to move to a room/flat in a different residence at any point during the Licence term (see clause 1.3).


12.3 If you wish to move into a room/flat that has been vacated by another student, you must follow the guidelines set out in the Undergraduate Halls of Residence – Room Move / Swap and Notice to Quit Policy. Any approval will be conditional upon you agreeing to follow that Policy.

13. The Licence Fee

13.1 The Licence fee is the relevant fee specified on the College’s accommodation website and must be paid in full for the full licence term of 38 or 51 weeks (as appropriate) unless otherwise indicated in this licence agreement.

13.2 You agree to pay the applicable Licence fee in advance of each Licence period upon receipt of an invoice or by the start of the relevant period (whichever is earlier).

13.3 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 (and will also be required to pay the £250 pre-payment of the licence fee (£450 for couple family accommodation) in accordance with clause 1.6). The Period 1 and Period 2 invoices will include payments for the Christmas and Easter vacation periods respectively. A separate invoice will be raised in June to cover Period 4 for those on 51-week Licences.

13.4 Should you not pay your Licence fees or other sums due under the terms of this agreement and without prejudice to clause 18 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.

13.5 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 Team as soon as possible to discuss your options.

13.6 If you are moving into College accommodation accompanied by a carer, you must ensure that the carer’s accommodation is paid for; if your carer’s accommodation is being paid for by another person (e.g. a sponsor), you must provide proof of financial support in the form of a letter of sponsorship on headed paper. The letter should include the following information:
14. Administrative charges

14.1 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.

14.2 The following provides indicative charges which may be applied under clause 14.1 (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 by 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.

14.3 The charges referred to in clause 14 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 Commercial Business and Student Support and Head of Residential Services (who will make a decision on such matters jointly) and, if still unresolved, to the Director of Campus Services.

14.4 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 [1.345%].

15. 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 becomes liable for any such charges as a result of your accommodation under this Licence, the College is entitled to recover these charges from you.

16. End of Licence period
At the end of the Licence term you should clean and clear your room or flat of all belongings by 10.00am and return your keys to the Hall supervisor. 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 the College and you will be charged for the costs of engaging such professional cleaners.

17. Early Termination of the Licence by you

17.1 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.

17.2 If you decide to cancel the Licence and you are not entitled to do so under any of the provisions set out in clauses 1.6b, 2 and 17.1 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 room/flat. In the event that your room/flat 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.

17.3 If you wish to terminate your Licence after the moving in date, under the provisions set out in clause 17.1 or otherwise, then you must do the following:

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

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

c. vacate your room or flat and return your key to the Hall Supervisor reception 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 17.2, (without prejudice to any reimbursement rights you may have as provided for in clause 17.2) you will be liable for the licence fee for the remainder of the licence periods in that academic year.

17.4 It is important to remember that if you terminate your licence in line with the process set out in clause 17.3 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.

18. Early Termination of the Licence by the College

18.1 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/house 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, 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 such Terms and Conditions or rules, 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;

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.

18.2 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 room/flat and the outstanding sums and the court may make an order that you pay the College’s costs of those proceedings.

18.3 If this agreement is terminated by the College in accordance with this clause and possession is obtained, the College will take reasonable steps to re-licence 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 Team. In considering whether to give its approval, the Student Hub Team 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/flat 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.

18.4 If there is any conflict or contradiction between the provisions of this Licence and those in the House 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.

19. Variation of 51 week Licences to exclude field trips

19.1 If you hold a 51 week Licence (postgraduates only) and are required to be away from the College on a field trip, project, or placement at any time between 1 March and 1 August, the College may, at its discretion, agree to vary the Licence to exclude any one period provided that:

   a. the field trip, project or placement has been formally approved by your senior tutor or supervisor in writing and is necessary to your studies; and

   b. the excluded period is a whole number of weeks, with a minimum of 4 and a maximum of 12 weeks

19.2 If you wish to vary your Licence under the provisions set out in clause 19.1 above you must do the following:
a. Complete the Notice of Field Trip Form (available from the Student Hub); and

b. Return the Notice to the Student Hub Team (PhD students should return the Notice to the Student Hub Team either in person or via recorded delivery before the end of the Autumn term; MSc students should return the Notice to the Student Hub Team either in person or via recorded delivery before the end of February); and

c. If the College accepts your application to vary your Licence as set out in clause 19.3, vacate your room or flat and return your key and swipe card to the Hall reception by 10.00 am on the date stated in the Notice.

19.3 If the College accepts your application to vary your Licence, it will countersign and return the Notice to you. Once this has been completed, the Licence will have been varied to exclude the period stated in the Notice and you will not be able to revoke this at a later date, other than in exceptional circumstances.

19.4 If you have varied your licence under the provisions of this clause, you must leave your room in such state as is required at the end of the Licence term at the start of the excluded period. The inventory will be checked by the College at the start of the excluded period and a new inventory will be made by the College (or its nominees) at the end of the excluded period. You will be required to check and sign the new inventory and return this to the Hall reception within seven days from the date you received it. Charges will be levied for cleaning etc. as appropriate as if the Licence term was at an end.

19.5 Your liability to pay the full fee for each Licence period remains unchanged. However, provided that you have correctly followed the procedure in clause 19.2 above and College accepts your application, you will be entitled to receive a refund of any part of the Licence fee that relates to the excluded period.

20. 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.

21. Other letting conditions

21.1 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.

21.2 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.