

College Summer Accommodation Licence 2022

This agreement when accepted by you contains obligations which are legally binding on you and you will be agreeing to pay the Licence fees in full and to abide by the terms of this Licence for the period of the agreement.

This Licence consists of:

- the terms and conditions in this document;
- the offer of accommodation which the College has made to you;
- the latest version of the College's "Living Guide – Halls Accommodation"; and
- the College's Accommodation Privacy Policy.

These documents all form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes these documents.

You should read all these *carefully* before accepting the offer of accommodation.

Your Living Guide - Halls Accommodation is available at:

<https://www.imperial.ac.uk/media/imperial-college/current-students/accommodation/public/Living-Guide.pdf>

The College's Accommodation Privacy Policy is available at:

<https://www.imperial.ac.uk/study/campus-life/accommodation/current-residents/policies-and-guidelines/privacy-policy/>

Terms and Conditions

1. Your Accommodation Licence

- 1.1 A contract (**Licence**) is formed between you and Imperial College London, College of Science, Technology and Medicine (**College**) on the terms and conditions of this agreement when you accept the offer of accommodation made by the College and shall continue, unless terminated earlier under clauses 2.4, 2.5/2.6 or 2.8, at the end of the period of residence.
- 1.2 For the avoidance of doubt, unless you are a carer, you may only enter into this Licence and reside in the accommodation during the summer vacation if you are registered as a student at the College during the whole of the period of residence. If for any reason you are not registered as a student or not a carer, for any part of this period of residence, the College reserves the right to ask you to vacate the accommodation without question.
- 1.3 Please note that this Licence is for a place in College accommodation and not for a specific accommodation or hall/residence. 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/residence. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different hall/residence.

2. Payment of Licence Fee and Cancellation of Accommodation/Termination of Licence

- 2.1 The total fee payable by you for your stay in the accommodation during the period of residence will be advised in the offer of accommodation (**Licence Fee**). Upon acceptance of your offer of accommodation, you will be sent an invoice for the total amount payable.
- 2.2 You are required to make full payment at least 24 hours prior to arrival. Please note you will not be admitted to the accommodation if you fail to make payment in full prior to arrival as directed.
- 2.3 If you are moving into College accommodation accompanied by a carer, you will be responsible for your Licence Fee as well as the licence fee for your carer's accommodation. 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:
- The carer's name along with your name (i.e. the student who they will be assisting)
 - The hall/residence for which they have been offered a place
 - The amount of fees which will be paid by the carer's sponsor
 - The period that the fees will be covering
 - The address to which the relevant invoice(s) should be sent
 - Confirmation that the fees will be paid directly to the College
- 2.4 Where you are a carer, your Licence will terminate automatically on termination or expiry of the accommodation licence for the student under your care, or in the event you stop being the student's carer whichever is earlier.
- 2.5 If you wish to cancel your Licence, you must put this in writing to the Student Accommodation Office. The contact details of the Student Accommodation Office can be found at:

<https://www.imperial.ac.uk/study/campus-life/accommodation/>

If you cancel your Licence before the period of residence start date, you will be required to pay the following charges:

Cancellation Notice Received by the College	Charge
Less than 7 calendar days after accepting an offer but at least 14 calendar days prior to the period of residence	No Charge
7 days or more after accepting an offer but at least 14 calendar days prior to the period of residence start date	Licence Fee pro-rated for 1 week
Less than 14 days prior to the period of residence start date	Licence Fee pro-rated for 2 weeks

- 2.6 If you cancel your Licence on or after the period of residence start date, you will be liable to pay for the full Licence Fee and you will only receive a refund if a replacement tenant is found (the refund will be calculated pro-rata in relation to the new tenant's period of residence).
- 2.7 In all College accommodation, the following charges are included in the Licence Fee:
- a. Gas and electricity charges (subject to reasonable usage);
 - b. Connection to the relevant broadband network for access to the internet (subject to reasonable usage);

- c. Connection to any telephone service which may be provided in your accommodation room (at the College's discretion). Please note that you will be liable for all call charges made using any such service;

2.8 The College shall have the right to terminate your Licence if you are found to have materially breached any term of this Licence. In such circumstances, you will be required to vacate the accommodation immediately and the College will charge you for any damage or loss it has suffered as a result of your breach. You will only receive a refund if a replacement tenant is found; the refund will be calculated pro-rata in relation to the new tenant's period of residence minus any damage or loss suffered by the College as a result of your breach).

3. Arrival and Departure

- 3.1 On Saturday 2nd July 2022 you may check-in from 16.00. After 2nd July 2022 you may check-in from 14.00.
- 3.2 You should, by 10.00 on the period of residence end date, clean to a professional standard and clear your room of all belongings and return your keys/cards to the hall/residence staff.
- 3.3 You must make sure that the doors are locked and the windows in your accommodation are firmly closed when you leave. In the event that doors or windows are left open, you will be charged for repairing any damage caused.
- 3.4 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.
- 3.5 If you check out after 10.00 you will be charged for your extra night's/nights' stay (and if this results in an incoming student being delayed, we may charge you for further costs incurred by the College as a result.) If you fail to return the keys/cards, you will be charged the cost of obtaining replacement keys/cards or, if reasonably necessary, the cost of changing locks (including labour charges).

4. Cleaning

- 4.1 You are responsible for keeping your accommodation 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 be subject to such arrangements) and you should refer to any notices or rotas displayed in your hall/residence 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 arranged in your hall/residence, such cleaning services will be reduced on public holidays.

5. Health and Welfare

- 5.1 You are encouraged to register with a local NHS doctor. For more information, please read:
<https://www.imperial.ac.uk/student-support-zone/your-health/doctor-and-dentist/> and/or speak to the Residential Support/Services 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, the College may require you to move to alternative accommodation until it is satisfied that the risk has subsided.
- 5.3 Welfare support will be made available to you but it should be noted that the level of assistance available will be lower than the support available during the normal academic year.

6. Use of Accommodation

- 6.1 The maximum occupancy of your accommodation is determined at the time of booking and you shall not exceed this number. 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.
- 6.3 You agree not to use the accommodation provided for any immoral or illegal purpose.
- 6.4 You agree not to sublicense, (without our agreement) share the accommodation, or to allow any guests to stay in the room in your absence under any circumstances.

Please note that any breach of the requirements set out in this clause 6 will be treated as a serious disciplinary offence which may lead to a referral to the Residence Tribunal or College Discipline Committee and as a material breach which may result in the termination of this Licence.

7. Hall/Residence rules

- 7.1 Enforcing discipline within halls/residences is primarily the responsibility of the Residential Support/Services team. This will include enforcing this Licence in addition to other rules which may apply to your own particular hall/residence and which will be provided to you when you have been allocated to a hall/residence or notified to you from time to time. The Residential Support/Services team may escalate such matters as 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/ordinances/students/>

- 7.2 We remind you that you are subject to the College's disciplinary codes and that hall wardens and other College personnel have disciplinary powers under *Ordinance E2 Code of Student Discipline*

<http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters/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/residence.

- 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 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; and
 - v. if you identify any item within your hall/residence which you think is unsafe or may be a hazard, you must contact the hall/residence staff immediately (communal areas are the responsibility of all residents).
- c. Do not make 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. Such noise is very disruptive for neighbours both within and outside halls/residences and is regarded as a serious disciplinary matter and as a material breach of this Licence.
- 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. You will be charged for any cost incurred in remedying any damage caused to the painted walls in your room.
- f. Do not allow uninvited strangers to enter the hall/residence, do not allow tailgating and do not leave any external doors open.
- g. All College accommodation is designated as no smoking. Smoking is only permitted in designated external areas.
- h. Illegal acts in halls/residences, e.g. use and/or possession of prohibited drugs, will lead to a 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 or hall/residence, 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/residences 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/residences
- 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/residence 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.
- p. You agree to abide by all terms and conditions of this Licence.

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 the accommodation bedrooms, Such items may be used in other parts of the

hall/residence only where provided by the College for this purpose or where specific approval has been provided by the Residential Support/Services 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 the accommodation unless provided by the College for such use. Refrigerators are only allowed in accommodation bedrooms in special circumstances and when permission is given or when provided by the College in designated halls/residences for such use. The storage and charging of e-scooters is also prohibited.

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/residence 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/residence 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.

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/residence. You might be required to provide the hall/residence's 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. A full list of prohibited items can be found in your "Living Guide".

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 You must not remove any of the furniture provided in the accommodation

9.2 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/residence reception (or as otherwise directed).

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

9.4 You authorise the College to charge you any costs it incurs to carry out any repairs or replacement. The College reserves the right to apply these charges against the card used to pay for your stay at the accommodation. The College will send you (at

the address identified on your booking form) a breakdown of these charges within 14 days of your departure.

10. Keys and Access

- 10.1 You must not duplicate any keys or access cards issued to you or use the keys/card otherwise than in accordance with the purpose for which they were issued.
- 10.2 If you lose your keys/cards, you will be charged for the cost of a replacement.
- 10.3 You must not leave your accommodation without your key/card. 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 any costs reasonably incurred by the College as a result. All keys/cards must be returned at the end of your licence period or you will be charged for the cost of a replacement.
- 10.4 The College reserves the right to enter (or for its nominees to enter) your accommodation 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 accommodation at any time without notice.

11. Non-residents and visitors

- 11.1 Subject to clause 6.1, you may have day guests in the accommodation between 08.00 and 23.00 only. You accept responsibility for the actions and behaviour of your guests, including any damage they cause as if they are your actions or behaviour, or damage you caused.
- 11.2 Overnight guests are not permitted in halls/residences unless expressly permitted by the Residential Support/Services 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 and/or hall/residence.

12. Room Moves

- 12.1 The College has reserved the right to require you to change rooms within the hall/residence, or in exceptional circumstances, to move to accommodation in a different hall/residence at any point during the Licence term (see clause 1.3).
- 12.2 You are not entitled to swap accommodation with another student, but if the College permits you to move room this shall be conditional on you agreeing to comply with the College's Room Move Policy.

13. Personal Data Usage Information

- 13.1 The College collects, stores and uses your personal data in accordance with the College's Privacy Notice for Students and Prospective Students available at <https://www.imperial.ac.uk/admin-services/secretariat/information-governance/data-protection/processing-personal-data/privacy-notices/>

and the College's Accommodation Privacy Policy set out at:

<http://www.imperial.ac.uk/study/campus-life/accommodation/privacy-policy/>

- 13.2 All data processing will be carried out in compliance with the applicable data protection laws.

14. Charges for late payment

- 14.1 If you fail to pay the Licence Fee in full at the times and in the manner specified, the College is entitled:
- 14.1.1 to damages for breach of the Licence; and
 - 14.1.2 where the Licence Fee is more than 14 days overdue, to levy interest by applying, in relation to each day after the due date for which the Licence Fee remains unpaid, an annual percentage rate of 3% above the Bank of England base rate to the amount of Licence Fee that remains unpaid at the end of that day.
- 14.2 The charges referred to in clause 14.1.1 and other charges in this Licence (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.

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 will recover these charges from you.

16. Events beyond the reasonable control of the College

The College shall not be in breach of these Terms and Conditions, nor liable for any failure to perform any of its obligations, in relation to your booking of the accommodation, due to any adverse event, act, omission, or accident which happens, which is beyond the College's reasonable control, including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, pandemics, other acts of God, acts of terrorism, interruption of fire (except by way of the College's default) or failure of (except by way of the College's default) electric power, gas, water or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

17. Liability

- 17.1 Subject to clause 17.3, the College's total liability for any loss shall not exceed the Licence Fee.
- 17.2 Subject to clause 17.3, the College shall not be liable for any losses that were not caused by any breach of contract or statutory duty or negligence on the part of the College and the College shall not be liable for any consequential loss of losses that were not reasonably foreseeable to both parties when the contract was formed.
- 17.3 Nothing in these Terms and Conditions shall exclude or limit the College's liability for fraud or death or personal injury caused by the College's negligence or any other matter which it would be illegal for the College to exclude or limit.

18. General provisions and interpretation

- 18.1 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Licence.

- 18.2 Third parties. This Licence does not create any right enforceable by any person not a party to it.
- 18.3 Name and Logo: You shall not use the College's name, crest, logo or registered image for any purpose without the express permission of the College.
- 18.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 18.5 Illegal/Unenforceable Provisions: If any part or any provision of this agreement shall to any extent prove invalid or unenforceable under applicable law, the remainder of such provision and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this agreement to the extent of such invalidity or unenforceability. The remainder of this agreement shall continue in full force and effect and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
- 18.6 Waiver of Rights: No failure to exercise or delay in the exercise of any right or remedy which the College may have under this Licence or in connection with this Licence shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 18.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 18.8 Any reference to the giving of consent by the College requires the consent to be given in writing, signed by the College.
- 18.9 Law and jurisdiction. This agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.