College Summer Accommodation Terms and Conditions 2018

This agreement when accepted by you contains obligations which are legally binding on you and you will be agreeing to pay the fees in full and to abide by these Terms and Conditions for the period of the agreement. You should read all terms and conditions of this agreement in conjunction with the latest version of Imperial College London’s “Living Guide – Hall Accommodation” carefully before accepting the offer of accommodation.

Your Guide to Living in Halls:


1. Terms and Conditions

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

For the avoidance of doubt, you may only accept this licence and reside in the hall of residence during the vacation if you are registered as a student at the College. If for any reason you are not registered as a student for all or some of this licence period, the College reserves the right to ask you to vacate without question.

2. Payment of Accommodation Fees and Cancellation of Accommodation

2.1 The total 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 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 wish to cancel your accommodation booking with no charge, you must put this in writing to the Student Hub within 7 days of accepting an accommodation offer. The contact details of the Student Hub can be found at:

http://www.imperial.ac.uk/student-hub/contact-us/

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>
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<tbody>
<tr>
<td>Within 7 days of accepting an offer</td>
<td>No Charge</td>
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<tr>
<td>From 7 days of accepting an offer up to 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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2.4 Subject to Clause 2.5 below, should you fail to provide notice stated in clause 2.3 you will be liable to pay one of the above cancellation periods with corresponding charges.

2.5 If you fail to cancel your booking prior to the arrival date, you will be liable to pay for the full stay and you will not be entitled to receive any refund.

3. Arrival and Departure

3.1 On Saturday 30 June 2018 check in time is 16.00. After 30 June 2018 check in time is 14.00.

3.2 You must check out before 10.00 on your scheduled departure date. If you return your key or swipe card after 10.00 you will be charged for an extra night’s stay. If you fail to return the keys, you will be charged the cost of obtaining replacement keys or, if necessary, the cost of changing locks (including labour charges).
4. **Cleaning Arrangements**

4.1 **Imperial College Halls**
   - Bedrooms will be cleaned monthly.
   - Common rooms will be cleaned daily – Monday to Friday.
   - Kitchens will be cleaned – Tuesday, Thursday & Saturday.
   - Waste is removed from communal areas Monday to Saturday.
   - All rooms will be cleaned on departure/arrival.

5. **Health & Safety**

You agree:

5.1.1 To observe the hall rules which will be issued to you in your hall.
5.1.2 To observe all fire safety and evacuation procedures in operation within your hall.
5.1.3 To comply immediately with any requirement served in writing by the College in connection with health and safety regulations.
5.1.4 Not to cycle or play ball games on any College footpaths;
5.1.5 Not to use any electric fires (unless provided by the College), gas and liquid fuel heaters, candles, rice cookers (in bedrooms) and deep fat fryers and hookah pipes; toasters, kettles (in bedrooms), fridges.
5.1.6 Not to wire more than one appliance into one electrical plug;
5.1.7 Not to plug electrical appliances into light fittings;
5.1.8 Not to use multiple adaptors in a single plug fitting;
5.1.9 Only to plug electric shavers into the transformer sockets where fitted;
5.1.10 Only to use purpose made leads with electric
5.1.11 Only to use extension leads;
5.1.12 Not to interfere with the electrical distribution boards in the hall or attempt to replace blown fuses;
5.1.13 Not to put nails or drawing pins into any of the walls;
5.1.14 Not to remove light bulbs from their fittings (any faults should be reported to the College) and
5.1.15 Not to make any alterations to the mains or telephone wiring in the accommodation or, without the College’s prior consent, to install any radio or television aerial or other wiring to make any attachment to the accommodation in connection therewith.

5.2 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. **Your Obligations**

6.1.1 Not to remove any of the furniture provided in the accommodation;
6.1.2 To report any defects arising in the property or any damage caused to the property by you or your visitors to the College.
6.1.3 To accept full financial liability for any loss or damage you may cause to the College property within the accommodation, including your room and public areas and all fixtures, fittings and equipment, including any cleaning costs. 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;
6.1.4 To use the accommodation provided for your personal occupation and not for private business use;
6.1.5 Not to keep any pets or livestock within the halls;
6.1.6 Not to compromise the safety of yourself or others (e.g. never prop open fire doors especially kitchen doors or remove window restrictors), tamper with fire safety equipment, throw or let objects fall from the building or enter prohibited areas of the building;
6.1.7 To keep noise to a minimum at all times and you agree that no noise should be audible outside your room especially between 23.00 and 07.00 hours;
6.1.8 Respect the rights and needs of your fellow occupants and the neighbours;
6.1.9 Not to use blu-tack/adhesive tape throughout the building;
6.1.10 Not to smoke in any part of the accommodation, this includes: outdoor areas as signed; otherwise disciplinary action may be taken;
6.1.11 To secure your room when vacating it;
6.1.12 Not to engage or partake in any illegal activity, including using illegal substances;
6.1.13 Not to possess firearms and weapons (including swords, air guns and air pistols) whilst staying in the accommodation.
6.1.14 Not to store bicycles and motorcycles anywhere within College accommodation, other than in designated areas.

6.2 The College will terminate your booking without refund if you or any of your visitors are found to have breached Clause 6.1.6, Clause 6.1.12 or Clause 6.1.13. In such circumstances, you will be required to vacate the accommodation immediately.

6.3 Subject to Clause 6.2 above, the College reserves the right to terminate your booking if you or any of your visitors are found to have materially breached any term of this agreement.

7. **Keys and Access**

7.1 You must not duplicate any keys issued to you by the College or use the keys otherwise than in accordance with the purpose for which they were issued.
7.2 If you lose your keys, you will be charged for the cost of a replacement.
7.3 If you lock yourself out of your room, the College 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 £5 for this service. Please observe hall rules regarding lock outs.
7.4 The College reserves the right to enter the 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 the accommodation at any time without notice.

8. **Internet Access**

8.1 For registered Imperial students, internet access will be free of charge.

9. **Occupancy**

9.1 The maximum occupancy of your room is determined at the time of booking and shall not exceed this number.
9.2 You may have day visitors in the accommodation between 08.00 and 23.00 only. You accept responsibility for the actions and behaviour of your visitors.
9.3 The College reserves the right to refuse admission to the accommodation to any visitor and/or to require any visitor to leave.

10. **Room Changes**

10.1 The College has reserved the right to require you to change rooms within the hall or house, or in exceptional circumstances, to move to a room in a different hall of residence.

11. **Events beyond the reasonable control of the College**

11.1 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.

12. **Liability**

12.1 The College’s total liability for any loss shall not exceed the total sum we charge you for the booking.

12.2 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.

12.3 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.

13. **General provisions and interpretation**

13.1 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

13.2 Third parties. This agreement does not create any right enforceable by any person not a party to it.

13.3 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.

13.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

13.5 Illegal/Unenforceable Provisions: If any part or any provision of this agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, 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.

13.6 Waiver of Rights: No failure to exercise or delay in the exercise of any right or remedy which the College may have under this agreement or in connection with this agreement 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.

13.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

13.8 Any reference to the giving of consent by the College requires the consent to be given in writing, signed by the College.

13.9 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where a party is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.

13.10 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.