King's College London Summer Programmes Accommodation Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

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1. Definitions

1.1 In the following Terms and Conditions, 'we' refers to the Summer Programmes Office of King's College London (King's) of Strand, London, WC2R 2LS.

1.2 'You' or 'student' refers to a student or prospective student on one of our summer programmes who will be staying in King's residential accommodation.

1.3 'Residence' or 'residential accommodation' refers to the King's location where students will stay for the duration of their programme.

1.4 'Undergraduate Summer School' refers to any scheduled modules as listed on our website <u>www.kcl.ac.uk/summer</u> which we offer to the general public and which run between 2 July and 10 August 2018.

1.5 'Pre-University Summer School' refers to any scheduled courses as listed on our website <u>www.kcl.ac.uk/summer</u> which we offer to high school students from 2 July to 10 August 2018.

2. King's Accommodation

2.1 These Terms and Conditions apply to all applications for residential accommodation and placements into residential accommodation for students on King's summer programmes. King's and the student are bound by these Terms and Conditions upon acceptance by King's of a student's application for residential accommodation.

2.2 King's is not under any obligation to provide students with residential accommodation unless:

- (i) Your application to a King's summer programme has been accepted by King's;
- (ii) The accommodation fees have been paid in full; and
- (iii) The acceptance of your application has not been withdrawn in accordance with these Terms and Conditions.

2.3 All decisions regarding the acceptance of applications for residential accommodation are made by the Summer Programmes Office on the basis of information provided by the student, and all cases are subject to availability. All decisions regarding the acceptance or withdrawal of applications for residential accommodation are final. The payment of any sum to King's by or on behalf of the student does not oblige King's to accept an application for residential accommodation.

2.4 King's does not guarantee to place any student in specific residential accommodation and reserves the right to re-allocate residential accommodation at any time. King's will endeavour to inform affected students about re-allocations where possible and with as much notice as possible. The refund provisions set out in section 7 will apply to any student who wishes to cancel their application for residential accommodation in connection with Summer Programmes, whether as a result of re-allocation or for any other reason. King's will not accept liability for costs incurred by students or third parties as a result of residential accommodation being re-allocated.

2.5 King's is entitled to have access to the residential accommodation through authorised members of King's or their nominated representatives. Prior notice will be given where practicable. In particular King's will need access to the residential accommodation to inspect its condition, for cleaning, maintenance, in an emergency or to assist in the general management of the premises. King's reserves the right to require the student to move to other residential accommodation of a similar standard at any time during the term of the placement.

2.6 Accommodation for students studying on a King's summer programme will consist of a single ensuite room with shared kitchen facilities. Full information on what is included in King's accommodation can be found on this <u>link</u>.

2.7 Students will be able to check into accommodation after 2:00pm on the Sunday prior to their programme commencing and will need to check out by 10:00am on the Saturday following the conclusion of their programme.

2.8 If we have to contact you regarding your accommodation we will do so by writing to you on the email address you provided to us upon purchase of your accommodation.

3. Payment

3.1 The accommodation fees are stated on the King's estore via this <u>link</u>. This is where accommodation should be booked by those studying on King's Summer Programmes.

3.2 The King's Summer Programmes Office may run other programmes in London during the summer on an ad hoc basis where accommodation can be purchased. Accommodation for these programmes will be purchased via the King's estore as required.

3.3 Payment shall be made online via the King's estore with a credit or debit card. If we have a prior agreement with your home institution and they will be making this payment on your behalf they will be invoiced ahead of your arrival to the programme.

3.4 Accommodation places are offered on a first-come, first-served basis and are only confirmed upon full payment of fees. You will receive email confirmation of your accommodation once you have purchased this online. Please note that the residence you will stay in will be finalised by email in June prior to the commencement of your programme.

3.5 A student will be regarded as responsible for their own fees even if they have arranged for fees to be paid by a third party. In the event of non-payment of part or all fees by another institution or other third party, the outstanding amount will be payable by the student.

3.6 Unless indicated otherwise, accommodation fees do not include travel, tuition costs, subsistence, meals, communication facilities, entertainment, portering, insurance or other costs that might arise prior to or during the placement in residential accommodation.

3.7 Payments must be in GB pounds sterling. Students are responsible for currency conversion costs.

4. Under 18's

4.1 Students studying on the Pre-University Summer School who are under the age of 18 can take part in the full residential programme and stay in King's accommodation. This will include supervision by staff with a current DBS (Disclosure and Barring Service) check in place.

4.2 Students studying on the Pre-University Summer School who are aged 18 years will take part in the non-residential programme but are still able to book King's accommodation. Please note that the Summer Programmes Office will not be responsible for students on the non-residential programme once classes and activities have commenced each day.

4.3 Students studying on the Pre-University Taster programme will be eligible to book King's accommodation where there will be supervision by staff with a current DBS check in place.

5. Visa Information

5.1 Students are responsible for obtaining the required visa that enables their participation in their summer programme and the rejection of a visa application by the British authorities does not affect the application of these Terms and Conditions. King's recommends that all students from outside the European Union check with the British Embassy or British High Commission to confirm their visa requirements.

5.2 The refund provisions in section 7 apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time or other similar reason, such as failure to apply for a visa in appropriate time or a delay with visa.

6. Withdrawal of Residential Accommodation

6.1 King's may, with immediate effect upon written notice to the student, terminate these Terms and Conditions and the supply of residential accommodation, and require the student to vacate any residential accommodation if:

- (i) The student has not paid the accommodation fees in full by the due date or any later date agreed to in writing by the Summer Programmes Office; or
- (ii) The student is in violation of these Terms and Conditions or in violation of reasonable instructions issued by King's in writing or in violation of any King's policies including, without limitation, policies on harassment, health and safety, drugs, and information technology.
- (iii) Termination of this agreement and withdrawal of residential accommodation will not entitle the student to any refund of any accommodation fees paid to King's or reimbursement for any other expenses incurred in connection with the residential accommodation or the summer programme.

7. Refunds

7.1 Students enrolled on a King's summer programme can obtain a full accommodation fee refund if the Summer Programmes Office receives written notice of cancellation on or before 31 May. Students are entitled to a 50% refund if they contact the Summer Programmes Office to cancel on or before 29 June. After 29 June no refunds will be given. If an application is made after 29 June and you request to cancel no refund will be made.

7.2 If you wish to claim a refund, you must make the request in writing to summer@kcl.ac.uk.

8. Student Conduct

8.1 Students are expected to conduct themselves in a professional manner and to observe and comply with the health and safety rules of the residence. Failure to do so may result in a student being asked to leave the residence. No refund will be given.

9. Complaints

9.1 If you have a complaint regarding the King's residence you are staying in you should contact the Summer Programmes Office in writing on <u>summer@kcl.ac.uk</u>.

10. Data Protection

10.1 King's will only use the personal information the student provides to provide the residential accommodation and related services. We may pass your personal information to third parties on connection with the provision of the residential accommodation and related services. You agree that we can use your personal information in this way.

11. Force Majeure

11.1 King's shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

12. Limitation of our Liability to You and Others

12.1 The liability of King's to the student with respect to the provision of the residential accommodation, any negligence, any breach of these Terms and Conditions, or arising in any other way out of the subject matter of these Terms and Conditions, will not extend to:

- (i) Any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if King's had been advised of the possibility of those losses or if they were within King's contemplation; or
- (ii) Any costs incurred by students or any other person in connection with King's act of withdrawing acceptance of an application for residential accommodation pursuant to these Terms and Conditions, including but not limited to cancellation or alteration of travel arrangements, Summer Programmes tuition fees and other costs; or
- (iii) Any loss or damage to any goods or property of the student.

12.2 In any event, the liability of King's to the student with respect to the provision of the residential accommodation, any negligence, any breach of these Terms and Conditions, or arising in any other way out of the subject matter of these Terms and Conditions is limited to the amount of accommodation fees received from or on behalf of the student in respect of the residential accommodation.

12.3 The warranties and undertakings given by King's in these Terms and Conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms.

12.4 No failure or delay by King's in exercising any right or remedy under this agreement or by law will be a waiver of that right or remedy or prevent King's from exercising that right or remedy in the future.

12.5 King's accepts no liability for loss or damage to your property and shall not provide any insurance cover whatsoever to you unless otherwise stated.

13. Law and Jurisdiction

13.1 Your contract with King's and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Last updated: 3 November 2017