# King's College London
# Residences Licence Agreement
# Academic Year 2022/2023

This document is a legally enforceable agreement and includes important information about your rights and obligations when living in accommodation at King's College London. You must make sure You read and understand it before accepting accommodation

## Key Contacts and Links

Reservations Office: kingsresidences@kcl.ac.uk

Accommodation Website: http://www.kcl.ac.uk/study/accommodation

Policies: Courtauld Student Policies and https://www.kcl.ac.uk/governancezone

If You are unable to access any links or policies referred to in this Agreement, please contact the Reservations Office by email: kingsresidences@kcl.ac.uk

If there is anything You do not understand or if You have any other queries relating to this Agreement please contact the Reservations Office at kingsresidences@kcl.ac.uk. If You require advice on your rights or responsibilities under this Agreement, please seek advice from The Courtauld's student advisory team, the Citizens' Advice Bureau or a solicitor.

If an emergency arises in relation to maintenance or security in the Accommodation, please use the contact details given in Schedule 2 of this Agreement to contact the relevant maintenance, reception or security services for your Accommodation as necessary. If an emergency arises with respect to student welfare in your Accommodation, please contact (if during office hours) The Courtauld's Wellbeing Manager or (if outside of office hours) the College's Welfare Lead in your Residence. The Courtauld also has a designated 24/7 out of hours emergency contact telephone line which you can use to raise emergency issues with them as necessary

For information on Coronavirus and the College's policies and safety measures, please go to https://www.kcl.ac.uk/coronavirus.

# Key Terms and Conditions of Residence

Welcome to King's College London's residences. KCL Accommodation strives to offer welcoming, comfortable and secure accommodation. We are committed to providing a supportive and friendly environment for all students, staff and visitors who use our services.

You will receive an 'Agreement Summary' with details of your allocated Room in the College's accommodation. You should make sure you read the Agreement Summary and this document together. You should familiarise yourself with all of the information in these terms and conditions, but we particularly want to draw the key terms below to your attention:

## CONDUCT AND BEHAVIOUR

- We expect you to behave in a manner that shows respect to your fellow residents, staff and visitors as well as the building you live in and its contents.
- You are expected to comply with all of the College's Policies and The Courtauld's Policies. The Policies can be updated at any time and you should ensure that You check them regularly.
- If you fail to comply with your responsibilities in this Agreement and the Policies, we and/or The Courtauld will tell you and (unless the failure is serious or you do not correct the problem when asked) we will give you a chance to put things right. If you do not take this opportunity, or the failure is serious and you still do not comply with the obligations and standards we and/or The Courtauld require, King's Residences and/or The Courtauld may take disciplinary action against you, which may result in you having to leave your accommodation.

## CANCELLATION BEFORE YOU MOVE INTO YOUR ROOM

- You are entitled to cancel this Agreement **before you move into your Room**.
- If you cancel your accommodation **before 31 May**, you will be refunded your £450.00 pre-payment.
- If you can cancel your accommodation **on 1 June or later,** you will not receive any refund of your £450.00 pre-payment.
- If you do not move into your Room on the arrival date you have booked and do not respond to our or The Courtauld's attempts to contact you, we can cancel your accommodation but you will not be entitled to any refund of your £450.00 pre-payment and you will be charged up to 4 Weeks Residence Fee if we cannot find a replacement student.
- You should think carefully before deciding to accept accommodation at KCL because, as set out above, there may be circumstances where you lose Your pre-payment and will be responsible for paying a fee.

## VISITORS AND SUB-LETTING

- Your Room is a study bedroom for students at the College or The Courtauld. You can enjoy short term visits from friends and family members permitted by the terms of this Agreement.
- You must not allow anyone other than short-term guests permitted in this Agreement to stay in your Room or allow anyone to stay in your Room when you are not with them. If you allow any other person to stay in your Room, King's Residences and/or The Courtauld may take disciplinary action against you that could result in you having to leave your accommodation.

## ACCOMMODATION OPERATED BY THIRD PARTIES

- Not all of King's Residences are operated by the College. Some of the Residences are operated by third party providers, which we refer to as "Operators" in this Agreement. We have explained the responsibilities of those Operators in the Agreement as it is important that you understand which things they are responsible for and which things the College is responsible for.
- There will be occasions where you might have to contact the Operator directly. We have included a Schedule 2 at the end of this Agreement, so that you can see who the Operators are for a number of College Residences and the details that can be used to contact them. Where the Residence is provided by an Operator, we enter into this Agreement on behalf of the Operator.

- The Operator for a Residence will provide the services listed in Schedule 2 to this Agreement. You should use the contact details provided in Schedule 2 if you require any of those facilities or services. If, after contacting the Operator directly and giving them a reasonable time to respond (unless there is an emergency), you are unable to resolve the matter you should then contact the College's Residences Team at kingsresidences@kcl.ac.uk for assistance.

# Key Dates and Timescales

You need to be aware of the following key dates and timescales:

| | |
|---|---|
| Payment Instalment Dates | 25 October<br>25 January<br>5 May<br>24 June |
| Before the Term Start Date | Book an arrival slot online |
| You can request an inventory of your Room | Up to 14 days after arrival at your Residence |
| You agree to check, sign and return any inventory and notify The Residence team of any discrepancies | Up to 14 days after receiving the inventory |
| Invoice payment dates | Any invoice must be paid at least 14 days after it is issued |
| Day Visiting Hours | Between 8:00 and 23:00 |
| Date and time for you to vacate Your room | **10am** on the last day of the Period of Residence |

1. **AGREEMENT**

1.1. The agreement between You and Us consists of several parts:

- the Agreement Summary sent to You by email;
- these terms and conditions in this Agreement and any issued amendments; and
- the regulations detailed in the Policies listed in Schedule 3 to this Agreement, any other of the College's Policies and The Courtauld's Policies, whether they are in place on the date of this Agreement or introduced by the College and/or The Courtauld later. The Policies can be changed or updated at any time.

1.2. If You Accept the offer of the Room, then You are accepting the terms and conditions of any other documents referred to in this Agreement, including all of the Policies and You acknowledge that You have actually read the content.

1.3. In this Agreement certain words and expressions have defined meanings, these are set out in Schedule 1 at the end of this Agreement. You should make sure that You read and understand them.

1.4. In these Terms and Conditions of Residence 'You' or 'Your' means the person entering into this Agreement and 'We', 'Our', 'Us' and "College" means King's College London, or where a service is provided by an Operator, 'We' or 'Our' may refer to the Operator.

1.5. You confirm that You accept and agree all of the obligations in this Agreement when You click the link to "Accept Offer" on the College's Online Portal. This Agreement is legally entered into between You and Us, when We send the Confirmation E-mail to You. If You do not click on "Accept Offer" but move into Your allocated Room, You will be agreeing to all of Your responsibilities in this Agreement and the Policies.

1.6. This licence agreement is governed by English law, which international students may find quite different to the law which applies in their country. You may wish to get professional advice before accepting.

1.7. If there is any difference between this Agreement and the Policies, the information in the Policies will take priority.

1.8. We strongly recommend that You talk through the content of this Agreement with Your parent, guardian or another adult before You accept the offer of accommodation at the College.

2. **Under 18's**

2.1. If you are under 18 when the Confirmation E-mail is sent to You and this Agreement is formed, we require details of your parent / guardian / responsible adult as a co-signatory in accordance with our Under 18 Policy which can be accessed by the link provided in Schedule 3.

2.2. We will hold the licence on trust for you until you reach 18. During that time, You will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement on the terms set out in clause 4 below. If You choose not to do so, the Agreement will be legally binding upon You.

3. **YOUR RIGHT TO CANCEL BEFORE YOU MOVE INTO YOUR ROOM**

3.1. You are entitled to cancel this Agreement **before moving into Your Room** by notifying Us by email at kingsresidences@kcl.ac.uk.

3.2. You can cancel this Agreement:

3.2.1. **before 31 May** and You will be refunded your £450.00 pre-payment.

3.2.2. **on or after 1 June,** but You will not be entitled to any refund of your £450.00 pre-payment.

3.3. If You do not show up on the Term Start Date or during Your booked arrival slot, We shall keep Your pre-payment of £450.00 and You will have to pay four weeks Residence Fee when You receive The Courtauld's invoice. If a suitable replacement student is found for Your Room and they move in to the Room within four weeks of the date upon which You were due to take occupation then You will be refunded an amount equal to the amount that they have paid which relates to the 4 week period for which You have already paid.

3.4. If You accept the offer of accommodation at the College, but Your academic offer is withdrawn by The Courtauld, Your accommodation will be automatically cancelled and You will be refunded Your £450.00 pre-payment.

4. **YOUR RIGHT TO TERMINATE THIS AGREEMENT IF YOU TURN 18 YEARS OLD DURING YOUR PERIOD OF RESIDENCE**

4.1. You may terminate this Agreement within the two weeks immediately following Your 18th birthday if You are under 18 when the Confirmation E-mail is issued, and:

4.1.1 You have paid, in full on or before the End Date, all of the Residence Fee due under this Agreement up to and including the End Date; and

4.1.2 You submit a completed early termination request by email to kingsresidences@kcl.ac.uk specifying an End Date that falls on a Saturday during the two weeks immediately after You send Your notice by email; and

4.1.3 You will remain liable for the Residence Fee to and including the specified End Date.

5. **OUR RIGHT TO CANCEL BEFORE YOU MOVE INTO YOUR ROOM**

5.1. We can cancel this Agreement before You move into Your Room immediately, if You do not move into Your Room during Your booked arrival slot and despite making reasonable efforts to contact You by email or phone, You have not responded to Us within **one day** of Your arrival slot.

5.2. We can cancel this Agreement before You move into Your Room (and restrict Your access to the Online Portal) immediately where You have an existing disciplinary record at the College or The Courtauld or where there is ongoing disciplinary action which You are the subject of being investigated by the College or The Courtauld.

5.3. Any notification of cancellation will be sent to You by email only.

6. **PAYMENTS**

6.1. At the point of booking your Accommodation on the Online Portal, an automated email will be sent to you. You must pay a £450.00 pre-payment fee to The Courtauld to secure your room.

6.2. You must make any payments on or before the Instalment Dates set out in Your Agreement Summary and in the Key Dates on page 1 of this Agreement to The Courtauld acting as agent for Us using the payment methods specified on the website for The Courtauld (see How to Pay Fees - The Courtauld / https://courtauld.ac.uk/study/tuition-fees/how-to-pay-fees).

6.4. If You have a Sponsor, You will be responsible for providing them with all the information they require to enable them to make payments on Your behalf, including forwarding a copy of any invoice which will be in Your name and not the name of Your Sponsor, in accordance with the same timescales that would apply if You were making all the payments Yourself. If You are paying part of the Residence Fee Yourself, You will need to pay the Residence Fee to The Courtauld acting as agent for Us using

the payment methods specified on the website for The Courtauld (see How to Pay Fees - The Courtauld / https://courtauld.ac.uk/study/tuition-fees/how-to-pay-fees). If Your sponsor fails to pay by the due date, You will remain liable for the full payment. We and/or The Courtauld will contact You by email if We have problems receiving money from Your sponsor.

6.5. You must promptly pay any other amounts that are properly due under these terms and conditions. If You do not comply with these terms and conditions, and We and/or The Courtauld have to enforce them, You agree to pay the charges which We and/or The Courtauld reasonably incur. This includes fees for professional advice, court fees, bailiff's fees, a reasonable charge for Our and/or The Courtauld's own time and any out-of-pocket expenses.

6.6. The following facilities are **NOT** included in the Residence Fee: Television licence, Telephone charges, Laundry costs, Council Tax (if it becomes payable), parking fees (if any), contents insurance other than that detailed in this Agreement. You will be required to make any payments for any of those sums if they do become due.

6.7. Internet service to the Room is provided by Our nominated provider and is subject to:-

6.7.1. the relevant terms and conditions of use, and

6.7.2. our acceptable use policies. Details can be found in the Policies in **Schedule 3.**

**We may suspend internet access if You fail to comply with the Policies.**

## 7. MOVING IN

7.1. You will be able to move into the Room on the first day of the Period of Residence during Your booked arrival slot. Arrival instructions will be made available in the Confirmation Email that We will send to You.

7.2. Before moving into the Room You must:

7.2.1. (If You move in **before the Term Start Date**) - Book an arrival slot;

7.2.2. (If You move in **after the Term Start Date**) - notify the Reservations Office in writing by email to kingsresidences@kcl.ac.uk of Your arrival date and time; and

7.2.3. complete a mandatory online health and safety induction by the date set out in the Confirmation E-mail,

and if You do not do so We can terminate this Agreement **immediately** on sending an email to You.

7.3. On occasions, a Room might not be ready to occupy at the start of the Period of Residence. If that happens to You, We will provide You with reasonably suitable alternative accommodation until the Room is ready for You.

7.4. As long as the alternative accommodation is of similar quality to the Room, You must accept the alternative Room. If We cannot offer You a reasonably suitable alternative Room, You may terminate this Agreement by giving Us notice by email to kingsresidences@kcl.ac.uk .

## 8. INVENTORY

8.1. We shall not give You an Inventory unless You request one. If You do request an Inventory You must do so within 14 days of arriving in Your Room.

8.2. If You receive an Inventory, You agree to check, sign and return the Inventory to the Residences Team and notify the Residences Team of any discrepancies as soon as possible and always within 14 days of moving into Your Room. If You do not do so, We shall treat that the Inventory as correct.

## 9. WHO MAY USE THE ROOM

9.1. You must not sub-let the Room, pass this Agreement to anyone else, or allow anyone other than temporary Visitors to stay in the Room. You must not allow anyone to stay overnight in the Room if You are not there. If You do allow anyone else to stay in Your Room, You may be subject to disciplinary action by Us and/or The Courtauld and, depending on the outcome of that action, You may be asked to leave Your Residence.

9.2. Our agreement is with You, and only You may live in the Room.

9.3. If Your Agreement Summary includes a Nominated Sharer or a Joint Occupier sharing Your Room, only You, the Nominated Sharer or the Joint Occupier will be allowed to live in the Accommodation. The Nominated Sharer must also comply with all of the obligations in this Agreement. Any Joint Occupier will be responsible for complying with the terms and conditions contained in their own licence of the Room.

9.4. Any individual in a shared Room with a Joint Occupier will show the utmost respect for the Joint Occupier of the Room and for their belongings. The rights of the Joint Occupier are equal and neither has precedence or preference over the other.

9.5. Any visits must be in accordance with the terms and conditions set out in this Agreement.

9.6. You are responsible for the conduct of any invited Visitor(s). We may remove Your Visitors from the Residence if We have reasonable grounds to believe that this is necessary for the safety or well-being of others.

9.7. Normally, unless You are advised otherwise by Residences, You may have up to three (3) daytime Visitors (between the hours of 08:00 and 23:00). Daytime Visitors will not be granted access to the Residence between the hours of 23:00 and 08:00. Written permission for additional Visitors must be obtained by You from Residences by emailing kingsresidences@kcl.ac.uk for permission in advance. The Residences Team may grant permission for any Visitors at its absolute discretion and will notify You of the decision by email. Permission will not be considered to be granted unless You are able to produce an email from the Residences Team confirming consent is granted to an identified Visitor.

9.8. No more than one Visitor over the age of 18 is permitted to stay overnight in a Room at any one time as long as this does not interfere with other occupants of the Residence or disrupt study. Overnight Visits are limited to three (3) nights in any one (1) week, and must never exceed a total of fourteen (14) nights per semester.

9.9. Your Visitors must report to reception upon arrival and You must sign them in. You must always accompany Your Visitors whilst they are at the Residence. You must sign Your Visitors out at reception when they leave the Residence.

9.10. You must not permit any Visitors under 18 years of age at the date of the Visit in Your Residence without written permission from the Residences Team, which shall be at the College's absolute discretion.

9.11. You must not duplicate Keys or give or lend Your Keys to someone else.

## 10. PRIVACY AND ACCESS

10.1. The Operator (or its employees, contractors or invitees) are entitled to come into the Room for any reasonable purpose, including:

10.1.1. To carry out routine cleaning;

10.1.2. to check on Your welfare, if We are concerned about You;

10.1.3. to carry out inspection, testing, maintenance or repair;

10.1.4. to check You are meeting Your obligations;

10.1.5. carry out Your obligations if You fail to do so;

10.1.6. to carry out a risk assessment;

10.1.7. for any purpose reasonably connected with an investigation under any disciplinary policy of Ours and/or The Courtauld;

10.1.8. any reasonable purpose connected with Your occupation of the Room.

10.2. The Operator will only enter the Accommodation during the day (unless there is an emergency) and shall give You reasonable notice of the intention to access the Accommodation where possible.

10.3. If the Operator does not give You notice in advance of the intention to enter Your Room, the party entering will knock on the door first in order to see if You are present. If You are not present then, irrespective of whether or not this relates to a pre-arranged visit, the Operator will let themselves into the Accommodation using a duplicate key and The Operator will leave a message explaining that someone has entered Your Room and for what reason.

## 11. YOUR USE OF THE ROOM AND RESIDENCE

11.1. You may only use the Room as a study-bedroom, and You must not use any part of the Residence for any business or commercial purpose.

11.2. You must keep Your Room in a clean and tidy condition.

11.3. You must not use any part of the Residence for illegal purposes, or for a purpose which in Our reasonable opinion is immoral. You must not smoke (which includes use of E- cigarettes or similar) anywhere in the Residence (including Your Room) other than the designated smoking area allocated by the Operator.

11.4. You must not keep any pets in Your Residence. Assistance Dogs are permitted by prior arrangement with the Reservations Office by email to kingsresidence@kings.acl.uk and in accordance with Our Emotional Support Animal Policy (https://www.kcl.ac.uk/accommodation/asset/policies/kings-residences-esa-policy-august-21-final.pdf).

11.5. Some Residences have specific requirements for residents listed in Schedule 2, You must review these requirements and ensure You comply with them.

**12. CONDUCT AND DISCIPLINARY**

12.1. You must at all times comply with the requirements of:

12.1.1. The Courtauld's 'Student Misconduct Policy';

12.1.2. all other Policies, regulations and guidelines required by the College and/or The Courtauld, whether in place on, or introduced after the date of this Agreement.

If You do not comply with the Policies, We and/or The Courtauld may take disciplinary action against You, the possible consequences are set out in the Policies and include requiring You to leave the Residence.

12.2. You must treat any of the College's, The Courtauld's or the Operator's staff and others living in the Residence with proper consideration and respect. You must not use other people's possessions without their permission, or damage or take them.

12.3. You must treat others living in the neighbourhood with proper consideration and respect.

**13. APPEALS PROCEDURE**

13.1. If You do not agree with a decision made by The Courtauld in the exercise of its rights under its disciplinary policy, You may appeal that decision in accordance with the terms of such disciplinary policy.

13.2. If You do not agree with any decision We make when exercising Our rights under this Agreement or the Policies, You may appeal that decision by writing to the Associate Director of King's Residences using email address kingsresidences@kcl.ac.uk, within 5 days of You being notified of the decision. The Associate Director of King's Residences and The Courtauld will jointly consider Your appeal and decide whether to uphold or amend the decision. The Associate Director of King's Residences and The Courtauld will jointly write to You, within 10 working days of receipt of Your appeal letter, notifying You of the decision. Any decision made by the Associate Director of King's Residences and The Courtauld will be final.

**14. COMMUNAL AREAS AND CLEANING**

14.1. The Operator will clean the Shared Facilities and the cost of normal cleaning is included in the Residence Fee. If You and the other occupiers leave their Shared Facilities in a worse condition than the Operator would reasonably expect, the Operator will charge You and the other occupiers for the cost of any additional cleaning which the Operator decides is reasonably necessary. If the Operator can identify the person who has caused the Damage or whose actions have resulted in additional cleaning costs then We may charge that person for all of the costs.

14.2. The Operator may temporarily suspend use of the Shared Facilities to allow them to be properly cleaned or for any other reasonable reason determined by the Operator, including health and safety and welfare reasons.

14.3. You (and the other students who use them) must keep the Shared Facilities reasonably tidy. You must not leave rubbish in the Shared Facilities, except in any bins We provide. You should not put anything in the drains that is likely to block them.

**15. SERVICES AND FACILITIES PROVIDED BY THE OPERATOR**

15.1. The Operator will use reasonable endeavours to:

15.1.1 keep the structure of the Residence, the Communal Areas and its contents clean, tidy, in reasonable repair and fit for use by You and other occupiers;

15.1.2 keep in repair and reasonable working order the installations in the Residence for the supply of water, gas and electricity and for sanitation;

15.1.3. ensure that the services at the Residence are kept in working order and to provide such heating as it considers adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;

15.1.4. keep the Communal Areas and any outdoor space clean and tidy.

15.2. The College's accommodation is managed in accordance with the Universities Code of Practice for the management of student housing. A copy of the Code may be found at www.universitiesuk.ac.uk and www.uukcode.info. All of the College's Accommodation operated by an Operator is managed in accordance with the ANUK National Code of Standards for Student Accommodation.

**16. YOUR RESPONSIBILITY AND DAMAGE**

16.1. The Operator will charge You for the cost of repair if the repair is needed because You did not take proper care, or You did not comply with these terms and conditions.

16.2. If repair is needed because You did not take proper care or You did not comply with these terms and conditions, You must not attempt to carry out the repair Yourself. You must notify The Operator who will arrange for the repair to be carried out for You.

16.3. The Operator will not rebuild or reinstate the Residence if it is destroyed or damaged by a risk against which the Operator has not insured.

16.4. You must tell the Operator as soon as possible after You become aware of the need for a repair in the Room or in the Communal Areas. If the disrepair becomes worse because You did not report it within a reasonable time, the Operator may charge You for the additional costs of repair.

16.5. You (and anyone You invite into the Room) must take reasonable care of the Room and its contents.

16.6. Jointly with other occupiers of the Residence, You must take reasonable care of the Communal Areas and their contents.

**17. SECURITY**

17.1. You must ensure that Your Accommodation and the Residence is left secure at all times. This includes, but is not limited to:

17.1.1. keeping Your key, key fob or key card with You at all times. Persistent failure to carry Your keys requiring You to be let in by our staff may result in a charge being made to You;

17.1.2. never marking Your key, key fob or key card with Your address, copying them or giving them to anyone else;

17.1.3. locking the door to Your Accommodation together with any corridor and main entrance doors in the Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before You go out;

17.1.4. not letting anyone You do not know into the Residence;

17.1.5. registering Your Visitors upon their arrival at the Residences and accompanying them at all times whilst they are at the Residence, and signing the Visitors out when they leave the Residence; complying with local procedures in respect of access controls, security keys, rooms and CCTV; and

17.1.6. producing Your ID card for The Courtauld and Your ID card for the College when requested to do so by a member of The Residence Team, the Operator or other members of College staff or Residence representative.

**18. HEALTH and SAFETY**

18.1. You must complete an electrical item registration form for ALL electrical items that You bring into the Room (or the Residence).

18.2. You must never block a fire escape route.

18.3. You must not alter or otherwise interfere with any electrical installation in the Residence. You must not overload any electrical sockets with extension sockets, adaptors or appliances. You must not misuse or attempt to repair or adapt any electrical contents.

18.4. You must not alter or otherwise interfere with the internet installation in the Room.

**19. INSURANCE**

19.1. The Operator will insure the Residence and the contents against fire and other risks which We consider required.

19.2. We will buy a block insurance policy, that gives basic cover for Your personal possessions whilst in the Room. The block insurance policy is subject to terms and conditions, which are available to view at the following link Living with us | King's Accommodation | King's College London (kcl.ac.uk).

19.3. You should take out Your own personal possessions insurance if You have valuable items, for example a musical instrument. If You want additional cover, You must pay the insurer for it.

19.4. The Operator, the College and The Courtauld do not accept liability for Your personal possessions, unless We fail to comply with Our obligations in these terms and conditions, and that failure causes You loss or expense. Please note that the insurance will not

cover Your possessions when they are outside the Room (which means that they are not covered when they are in the other parts of the Residence or the Communal Areas).

19.5. If Your Room becomes uninhabitable through no fault of Your own, for example if it is damaged by a risk against which the Operator has insured, the Operator will offer You suitable alternative accommodation at the Residence, if any is available. If the Operator does not have alternative accommodation available at the Residence, the Operator will do what it reasonably can to find You suitable alternative accommodation elsewhere. You agree to accept the alternative accommodation if it is reasonably equivalent to the Room. You will not have to pay any more Residence Fee if the alternative room is of a higher standard. If no suitable alternative accommodation is available, You or We will have the option to terminate Our agreement (by giving notice in writing specifying the End Date), without any financial detriment to You.

19.6. If the Operator is unable to offer alternative accommodation, the Residence Fees (or an appropriate proportion as reasonably decided by Us having regard to whether or not We or the Operator or other services) will be suspended until either the Room is made habitable again or We are able to offer alternative accommodation.

## 20. TRANSPORT AND PARKING

20.1. Parking restrictions apply and restriction on the storing of bicycles which You must comply with, the details are set out in the Confirmation Email. These regulations apply to Your Visitors as well as to You.

20.2. Under the terms of this Agreement, as a resident of the Angel Lane Residence, You are hereby prohibited to apply for or obtain an on-street parking permit to park a vehicle on the public highway. If an application is made You shall be in breach of this Agreement. You should note that pay and display parking is available within the Stratford Multistory Car Park opposite the Angel Lane Residence on Great Eastern Road.

## 21. WHEN YOU MAY REQUEST TO LEAVE YOUR RESIDENCE AND END THIS AGREEMENT EARLY

21.1. This section sets out the process for asking Us if You may leave Your Room and end this Agreement early.

21.2. You may terminate this Agreement:

21.2.1. If You withdraw from Your course of study and You satisfy the following conditions:

(a) the confirmation of Your change in registration status has been recorded on the records of The Courtauld and The Courtauld has confirmed this to Us; and

(b) You have paid, in full all of the Residence Fee due under this Agreement up to and including the End Date; and

(c) You have arranged and attended a meeting with The Courtauld Wellbeing Manager and following such meeting You submit a completed 'Withdrawing from College' form on The Courtauld's website, specifying the End Date , provided that the Agreement must terminate on a Saturday and if You wish to move out before the End Date, You will still remain liable for the Residence Fee to and including the End Date.

21.2.2. If You are experiencing Extenuating Circumstances that require You to no longer live in the College's accommodation and would like Your request to be considered on compassionate grounds, and:

(a) You have paid, in full on or before the End Date as specified on the Agreement Summary, all of the Residence Fee due under this Agreement up to and including the End Date; and

(b) You submit a completed early termination request form in accordance with Our Early Termination Process which can be accessed by the link provided in Schedule 3 of this document, specifying the End Date, provided that the Agreement must terminate on a Saturday and if You wish to move out before the End Date, You will still remain liable for the Residence Fee to and including the End Date,

We will consider Your request and determine whether You are entitled to end this Agreement on the End Date, such decision to be at the absolute discretion of the Residence Team.

21.2.3. Any decision on what is 'Extenuating Circumstances' shall be at the absolute discretion of the Residence Team.

21.2.4. If You find a replacement occupier, You must not give the keys or any key cards to them. You and the proposed replacement should contact the Residence Team and they will make a reasonable and timely decision about whether the proposed replacement is suitable.

21.2.5. We will provide reasonable assistance in finding a replacement student but the responsibility is for You to have found a suitable replacement occupier who has been approved by Us (at Our absolute discretion) and who is not already in one of King's Residences and enters into an agreement with Us to occupy the Accommodation immediately after You have left; and You vacate the accommodation on or before the End Date.

21.2.6. The Residence Team will make final decisions regarding any Extenuating Circumstances and Your right to terminate this Agreement.

**22. MOVING ROOMS**

22.1. You agree not to move to another Room within the Residence, or to any other Accommodation, provided by Us without first obtaining the prior written approval of the Reservations Office. If You are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.

22.2. You will only be permitted to move in exceptional circumstances or if there are vacant Rooms available within the Residence that We (acting reasonably) consider appropriate. Each application for a change of room will be considered by the Reservations Office on a case by case basis.

**23. WHAT HAPPENS AT THE END OF THIS AGREEMENT AND LEAVING YOUR RESIDENCE**

23.1. Your Agreement with Us is a licence. Unlike a tenancy, it will not automatically continue after the last day of the Period of Residence. You do not need to give notice to end Your Agreement on the last day of the Period of Residence, and neither do We.

23.2. You must:

23.2.1. Leave Your room and take all of Your personal possessions from it by 10am on the last day on Your period of Residence.

23.2.2. Return all keys, key fobs or key cards to The Residence Team. If keys, key fobs or key cards are not returned We will have to either fit new locks or replace the key fob or key card and We will charge You for the reasonable cost of this (if Your student ID card for The Courtauld is programmed to gain access, You will not need to return this to The Courtauld).

23.2.3. Leave Your Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, except for any damage caused by reasonable fair wear and tear.

23.3. If You choose to leave Your Room before the last day of the Period of Residence, without formally requesting to leave early as set out at clause 21 above, You must still pay the Residence Fee for the whole of the Period of Residence.

**24. OUR RIGHT TO END THIS AGREEMENT EARLY**

24.1. We may terminate the Agreement at any time for any of the following reasons:

24.1.1. If You fail to pay the Residence Fee in accordance with the terms of this Agreement or other charges when they are due for payment (We will normally allow You up to 14 days to pay before taking action, but We do not have to do this);

24.1.2. If You in any way misuse or deliberately damage equipment, signs or systems for fire prevention or detection, health and safety, or security;

24.1.3. If You have in Your possession, controlled drugs that it is illegal to possess;

24.1.4. If Your health or Your behaviour puts the health, safety or welfare of other people, or Yourself, at serious risk;

24.1.5. If Your behaviour puts property belonging to Us or to others at serious risk;

24.1.6. Any Operator decides to reject or deny You accommodation in a Residence;

24.1.7. If You fail to comply with these terms and conditions (including the other terms that are referred to in this Agreement) on a number of occasions or if You fail to comply with the set terms and conditions in a way that has a serious impact on Us or other residents or neighbours;

24.1.8. If You allow someone other than a Visitor permitted under this Agreement to stay in the Room;

24.1.9. If You are not, or if You cease to be, a student on a full-time course at The Courtauld, or where Your studies have been interrupted (by You or The Courtauld), You are no longer studying full-time, or where You have been excluded or suspended from The Courtauld.

This Agreement will end on the date specified in the notice that We give to You, but You will still be responsible for any breach of this Agreement that happened before this Agreement ends.

24.2. If We have to start court proceedings to make You move out of the Room, We will ask the Court to order You to pay for the Room up to and including the last day of the Period of Residence and charge You a daily rate based on Your Residence Fee to compensate Us for Our expenses for the time between Us starting the proceedings and obtaining a Court order. We may also ask the Court to order You to pay Our legal fees and expenses, and to pay interest on any money You owe Us.

**25. OUR LIABILITY TO YOU**

25.1. We must accept responsibility under the general law if We cause You any injury because of Our negligence.

25.2. We accept liability for the actions or neglect of Our staff and contractors only for damage, loss or injury which occurs whilst they are carrying out Our instructions.

25.3. We do not accept liability for damage to property or possessions unless the damage occurred because We or Our staff failed to comply with Our obligations in these terms and conditions. Our liability to You for damage to Your property or possessions is a maximum of £100.

25.4. The Operator, the College and The Courtauld are not liable for things which are outside of our reasonable control, such as severe weather conditions, equipment or power failures, mechanical breakdown, internet outage, intruders or other residents behaving inappropriately, mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement. This is not an exhaustive list. The Operator or the College will only be liable for mechanical failure if it was caused by the Operator or the College's failure to keep the equipment serving the Residence properly maintained and only if the failure lasts more than 48 hours.

**26. COMPLAINTS**

We work very hard to try and make sure You will not need to complain. If You are dissatisfied with any part of Our service, You should:-

26.1. Report it to The Courtauld as per The Courtauld's 'Student Complaints Policy', who will investigate as a complaint under that Policy. If you are still not satisfied with the outcome, you may have recourse under that Policy to appeal.

26.2. If You are not happy with the outcome and wish to pursue Your complaint further, You should follow the B6 Student complaints procedure, under the College's Main Regulations, which can be accessed by the link provided in the Polices in Schedule 3 or The Courtauld's Student Complaints Policy.

**27. INFORMATION**

27.1. By accepting the Offer of Accommodation from the College, You expressly agree to the collection and use of Your individual personal data, including sensitive personal data in accordance with the current data protection legislation and the College's Data Protection Policy, a link to which can be found in Schedule 3.

27.2. VAT is not included in any of the prices shown in these terms and conditions. Residence Fees are not liable to VAT, but other charges may be. VAT will be added to those charges at the applicable rate.

27.3. Notices of a formal nature (such as asking for permission or bringing the Agreement to an end before the Period of Residence has expired) should always be given by email to kingsresidences@kcl.ac.uk, otherwise it may be difficult to prove whether a notice was sent or received.

27.4. If anything in this Agreement (or part of any provision) is found by any Court to be invalid, unenforceable or illegal, the other provisions shall remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid and give effect to the intention of the parties.

# Schedule 1

## Definitions

| | |
|---|---|
| **Accept** | means to formally accept these Terms and Conditions of Residence by clicking the link to "Accept Offer" on the Online Portal and "Accepted" and "Accepting" are to be interpreted accordingly. |
| **Accommodation** | means the bedroom, any bathroom and any shared or Communal Areas of any Residence. |
| **Agreement** | means the Agreement between Us and You relating to the Accommodation which is formed when the Confirmation E-mail is issued, the terms of which are contained in:<br>(a) these Terms and Conditions of Residence; and<br>(b) the Agreement Summary. |
| **Agreement Summary** | means the PDF document headed "Agreement Summary" which You can access via the Online Portal and which contains the specific details of the Accommodation being offered to You, the Period of Residence and the Residence Fee. |
| **Assistance Dogs** | means any assistance dog, including a service dog. This is at the discretion of the College. |
| **College** | means King's College London. |
| **Communal Areas** | means all stairwells, corridors, landings and entrance halls within the Residence, any shared kitchens and/or bathrooms in the Residence which do not form part of an individual flat or unit in the Accommodation or other areas that We designate as common areas that are provided from time to time by the College or the Operator for common use by the occupiers of the Residence and their visitors, but not any shared kitchens and/or bathrooms in the Accommodation which form part of an individual flat or unit in the Accommodation |
| **Confirmation Email** | means an e-mail from the Reservations Office that will be sent to You once You have accepted the Terms and Conditions of Residence, satisfied the entry requirements for The Courtauld and met the eligibility requirements that have been agreed between Us and The Courtauld as notified to You by The Courtauld . This Agreement will create a legally binding contract entered into between Us when We send the Confirmation Email to You. |
| **End Date** | means the date on which You wish this Agreement to end where You are seeking to terminate this Agreement before the end of the Period of Residence. |
| **Extenuating Circumstances** | means specific individual circumstances (for example, exceptional, serious or acute medical, family, personal, or other problems or events beyond your control and any decision as to what constitutes Extenuating Circumstances shall be at the absolute direction of the Residences Team. |
| **Inventory** | means the list of furniture and equipment at the Accommodation which We will give to You upon request when You arrive at Your Residence. |
| **Joint Occupier** | means in the context of the Accommodation, the person who is sharing Your room named in the Agreement Summary as the person who will occupy the Room with You, if any. |
| **King's Residences** | means all residential accommodation buildings owned by, or leased to, the College for provision of student accommodation. |
| **Nominated Sharer** | means in the context of Our couples accommodation, the person over the age of 18, named in the Agreement Summary as the person who can live with You, if any. |
| **Online Portal** | means the online portal which can be accessed at https://accommodation.kcl.ac.uk. Please contact The Courtauld if You are unable to access the online portal. |
| **Operator** | means the operator of the Residence detailed in the table at **Schedule 2.** |
| **Period of Residence** | means the period during which You are able to occupy the Room as set out in the Agreement Summary. |
| **Policies** | means the College policies and The Courtauld's policies set out in Schedule 3 to this Agreement and any that are referred to in these Terms and Conditions of Residence and any other policies, |

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|---|---|
| | regulations, terms or rules implemented by the College and/or The Courtauld. Please note that the policies and guidance documents are subject to review and may change at any time. |
| **Residence** | means the specific residence named in the Agreement Summary together with any external areas of the residence which are owned by Us (e.g. car parks, roads or gardens which adjoin the residence). |
| **Residence Fee** | means the charges payable for Your occupation of the Accommodation as stated in the Agreement Summary. |
| **Residence Management** | means the Residence Supervisor of the Residence responsible for the day to day and local operations of each residence. |
| **Reservations Office** | means the centralised booking office that manages all applications and allocations for King's Residences. |
| **Residence Team** | means the staff that manage the residence at the College. |
| **Room** | means the bedroom at the Residence that You have booked or will be allocated to You on Your arrival. |
| **Start Date** | means the first day of the Period of Residence specified in the Agreement Summary. |
| **Sponsor** | means any person or organisation who is paying all or part of Your Residence Fee. |
| **Term Start Date** | means the first day of the Period of Residence specified in the Agreement Summary. |
| **Term Time** | means from and including the Term Start Date to and including the Term End Date as set out in the Agreement Summary. |
| **The Courtauld** | means The Courtauld Institute of Art. |
| **Visitors/Guests** | means any guest invited by You, whether that invitation is express or implied (e.g. where the guest assumes from what You have said or done that they have been invited) or any person visiting You at the Residence. Please note that the word visitor(s) or guest(s) may be interchangeable. |
| **Working Days** | means Monday to Friday - excluding Saturday, Sunday, UK Bank Holidays and College closure periods (the dates for which are detailed at https://internal.kcl.ac.uk/about/dates/bank-pub-hols.aspx) |

## Schedule 2

**Licensors**

| Hall | Address | Operator | Contact Telephone number | Contact Email | Maintenance | Reception Services | Security |
|---|---|---|---|---|---|---|---|
| Angel Lane | 2 Angel Lane, London E15 1FF | Unite Group | Main landline 0117 302 7423<br>Reception Mobile 07968552815 | Angel.Lane@unitestudents.com | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address. | Use the Contact Telephone Number or Email Address. Out of hours emergency number 03003031611 |
| Atlas | 52 South Lambeth Road, Vauxhall, London, SW8 1DN | Downing Student | 0207 582 2288 | atlas@downingstudents.com | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| City | Vine Street, London EC3N 2PX | Urbanest | 0207 8485959 | TBC | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| Great Dover Street Apartments | 165 Great Dover St, London SE1 4XA | King's College London | 0207 848 8566 | gdsa@kcl.ac.uk | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| Julian Markham | 114 Walworth Rd, Southwark, London SE17 1JL | Unite Group | 0207 703 7028<br>Reception Mobile 07800620173 | julianmarkham@unitestudents.com | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address . Out of hours emergency |

| Hall | Address | Operator | Contact Telephone number | Contact Email | Maintenance | Reception Services | Security |
|---|---|---|---|---|---|---|---|
| | | | | | | | number 03003031611 |
| Moonraker Point | 1 Pocock Street, London, SE1 0FN | Unite Group | 0207 928 4244<br>Reception Mobile 07711373075 | moonrakerpoint@unitestudents.com | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address<br>Out of hours emergency number 03003031611 |
| Orchard Lisle & Iris Brook | Talbot Yard, London SE1 1XT | Fresh Student Living | 0203 763 1972 and 0203 763 1971<br>Site Mobile 07462340015 | OrchardIris@thisisfresh.com | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| Stamford Street Apartments | 127 Stamford St, London SE1 9NQ | King's College London | 020 7848 4664 | ssa@kcl.ac.uk | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| Vauxhall | 5 Miles Street, Vauxhall, London, SW8 1RZ | Urbanest | 020 7042 7890<br>Reception Mobile 07984814013 | vauxhall@urbanest.co.uk | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |
| Wolfson | Wolfson House, 49 Weston Street London SE1 3RB | King's College London | 0207 848 4190 | wolfsonhouse@kcl.ac.uk | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address | Use the Contact Telephone Number or Email Address |

# Schedule 3
## Policies

**IT Acceptable Use Policy:** https://www.kcl.ac.uk/policyhub/it-acceptable-use-policy

**Content Insurance:** https://www.kcl.ac.uk/accommodation/living-with-us

**Drugs:** https://www.kcl.ac.uk/policyhub/drugs-policy

**Data Protection Policy:** https://www.kcl.ac.uk/policyhub/data-protection-policy-2

**Student in Residences Disciplinary Policy:**
https://www.kcl.ac.uk/accommodation/asset/policies/residential-discipline-policy-23-24.pdf

**Student complaints procedure** https://www.kcl.ac.uk/campuslife/acservices/Academic-Regulations/assets-17-18/G31.pdf

**Early Termination Request procedure:** https://www.kcl.ac.uk/accommodation/living-with-us/contract-change

**Under 18 Policy:** https://www.kcl.ac.uk/accommodation/asset/policies/under-18-policy-22-23.pdf

**Bullying & Harassment Policy:** https://www.kcl.ac.uk/policyhub/bullying-harassment-policy

**Criminal Record Disclosure Process:** https://www.kcl.ac.uk/accommodation/asset/policies/criminal-record-disclosure-procedure.pdf

**Emotional Animal Policy:** https://www.kcl.ac.uk/accommodation/asset/policies/kings-residences-esa-policy-august-21-final.pdf

**Student Misconduct Policy (The Courtauld)**:- As available on The Courtauld's website

Any other policies or Regulations introduced by the College and/or The Courtauld.