

Terms and Conditions of Residence 2019/20

GLOSSARY OF TERMS

This section tells you about the terms used in our agreements. Words used in the Agreement and in these Terms and Conditions of Residence have the following meanings:

“Accept”

Means to formally accept these Terms and Conditions of Residence by clicking the link to ["Accept"] on the Online Portal and "Accepted" and "Accepting" are to be interpreted accordingly.

If you move into the Accommodation without formally accepting these Terms and Conditions of Residence by clicking the link to ["Accept"] on the Online Portal, you will be deemed to have Accepted these Terms and Conditions of Residence and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.

“Accommodation”

Means the bedroom and:

- (a) where the Agreement Summary specifies the room type an "Exclusive en-suite bathroom" includes the en-suite bathroom; and
- (b) where the Agreement Summary specifies the room type a "Sole occupancy" "Flat or studio", includes all areas in that flat or studio; and
- (c) where the Agreement Summary specifies the room type a "Shared occupancy" "Flat or studio", includes all shared areas in that flat or studio; and
- (d) any alternative accommodation to which you have moved under this Agreement.

“Agreement”

Means the contract 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:

- (a) these Terms and Conditions of Residence; and (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 or other areas that we designate as common areas, but not any shared kitchens and/or bathrooms in the Accommodation.

“Confirmation Email”

An e-mail from the Reservations Office that will be sent to you once you have accepted the Terms and Conditions of Residence and satisfied the entry requirements for the College, which will contain a link to a mandatory health and safety induction. This Agreement will be formed, and a legally binding contract entered into between us, when we send the Confirmation E-mail to you.

“Disciplinary Policy”

Means the Student in Residences Disciplinary Policy, which can be accessed by the link provided on page 2 of this document. If you are unable to access this link, please contact the Reservations Team on bookings@kcl.ac.uk before Accepting this Agreement, and we will provide you with a copy.

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“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 under clause 6.3.

“Inventory”

Means the list of furniture and equipment at the Accommodation which we will give to you when you arrive at your Residence.

“King’s Residences”

Means all residential accommodation buildings owned by, or leased to, King’s College London for provision of student accommodation.

“Main College Regulations”

Means the College document "Academic Regulations Concerning Students, Academic Governance and Management Regulations, Library Services and Information Technology Services Regulations Academic Session 2015/16" which can be accessed at <http://www.kcl.ac.uk/governancezone/index.aspx>. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the document so that you can read it before Accepting this Agreement.

“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 Reservations Office if you are unable to access the online portal.

“Period of Residence”

Means the period starting and ending on the dates specified in the Agreement Summary, unless the Agreement ends earlier in accordance with the terms of this Agreement.

“Policies”

Means the College policies set out below that are referred to in these Terms and Conditions of Residence. Please note that the policies and guidance documents are subject to review and may change. If you are unable to access these web links please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of these documents so that you can read them before Accepting this Agreement.

Policies:

- IT Acceptable Use Policy <http://www.kcl.ac.uk/governancezone/Assets/InformationPolicies/IT%20Acceptable%20Use%20Policy.pdf>
- Insurance Policy <https://www.kcl.ac.uk/study/accommodation/what-to-expect-in-residences/contents-insurance.aspx>
- Drugs
- <https://www.kcl.ac.uk/governancezone/Assets/Students/Drugs-Policy-Statement.pdf>
- Data Protection Policy <https://www.kcl.ac.uk/governancezone/assets/governancelegal/data-protection-policy.pdf>
- College Regulations <http://www.kcl.ac.uk/aboutkings/governance/regulations/index.aspx>
- Student in Residences Disciplinary Policy <https://www.kcl.ac.uk/study/assets/pdf/accommodation/residents-discipline-policy-sep-2018.pdf>
- Student complaints procedure <https://www.kcl.ac.uk/campuslife/acservices/Academic-Regulations/assets-17-18/G31.pdf>

Guidance:

- Guidance on Bullying and Harassment for Students <http://www.kcl.ac.uk/governancezone/Assets/Students/Bullying-and-Harassment-Guidance-for-Students.pdf> Alternatively, you may wish to visit the Help & FAQs section of our website where these links are regularly updated under

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“Key Documents”: <http://www.kcl.ac.uk/study/accommodation>

“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.

“Room”

Means the bedroom at the Residence that 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.

“Student Conduct & Appeals Office”

Means the College's Student Conduct & Appeals Office which is responsible for managing College procedures relating to the following areas:

- academic appeals relating to decisions made by assessment boards;
- examination misconduct and disciplinary cases;
- student complaints; and
- admissions

Further details about the Student Conduct & Appeals Office can be viewed at:

<http://www.kcl.ac.uk/aboutkings/orgstructure/ps/acservices/conduct/index.aspx>. If you are unable to access this web link please contact the Reservation's Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send you further information which you can read before Accepting this Agreement.

“Term Time”

Means from and including 9 September 2019 to and including 5 September 2020.

“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”

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>)

INTRODUCTION

NATURE OF AGREEMENT

This Agreement is a licence and not a tenancy agreement. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:

- (a) enter your Room at any time and for any reason (which is similar to staying in a hotel); and
- (b) require you to move to an alternative room (again this is similar to staying in a hotel); and
- (c) where the Agreement Summary states that the room type is "shared", require you to share the Room with another person.

Where we exercise these rights we will do so in accordance with these Terms and Conditions of Residence (i.e. this document).

TERMS OF THIS AGREEMENT

The terms of this Agreement are contained within: (a) these Terms and Conditions of Residence; and (b) the Agreement Summary.

Together, these documents set out our respective rights and responsibilities.

FORMATION OF THIS AGREEMENT

This agreement will be formed, and a legally binding contract entered into between us, when we send the Confirmation E-mail to you.

If you are under 18 when the Confirmation E-mail is issued and this Agreement is formed, 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 in accordance with clause 6.3.3 below. If you choose not to do so, the Agreement will be legally binding upon you.

PERIOD OF RESIDENCE

You must vacate the Accommodation and remove all of your personal possessions from it by 10:00am on the last day of the Period of Residence or (if earlier) the date that this Agreement ends in accordance with the terms of this Agreement.

Please note, that if you vacate the Accommodation prior to the last day of the Period of Residence, you remain liable to comply with all your responsibilities under this Agreement (including payment of the Residence Fee) until the end of the Period of Residence, unless the Agreement has been terminated in accordance with the procedures set out in these Terms and Conditions of Residence.

OUR RESPONSIBILITIES

Our responsibilities are set out in clause 3 below. We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

YOUR RESPONSIBILITIES

By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 4 (below) and include a commitment by you to comply with the Main College Regulations. If you fail to comply with these responsibilities, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation. In the event of serious or persistent misconduct the Student Conduct & Appeals Office may be notified, with the possible outcome of expulsion from the College.

VARIATIONS TO THIS AGREEMENT

With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.

We may update the Policies referred to in these Terms and Conditions of Residence. If we do so, we will give you written notice of the fact that amendments have been made to these Policies.

ENQUIRIES

If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Reservations Office. If you require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau or solicitor.

GLOSSARY

These Terms and Conditions of Residence and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary, which can be found at the beginning of these Terms and Conditions of Residence.

1. OUR RESPONSIBILITIES

1.1. SERVICES AND FACILITIES

During the Period of Residence we will use reasonable endeavours to:

- (a) maintain the structure of the Residence and keep the Residence and Communal Areas (including the lighting, heating and firefighting equipment within them) clean, tidy, in reasonable repair and fit for use by you and other occupiers;
- (b) ensure that all fixtures and fittings for water; gas (if applicable), electricity and water heating in the Accommodation and Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;
- (c) provide an adequate supply of hot water for normal domestic use;
- (d) provide facilities for the washing and drying of clothes in the Residence for which there will be a separate charge at the point of use;
- (e) provide and maintain an internal wireless internet service within the Accommodation, subject to your compliance with our IT Services Regulations Acceptable Use Policy which can be accessed by the link provided on page 2 of this document. Please note that misuse of internet facilities will lead to disciplinary action under the Main College Regulations, which can be accessed by the link provided on page 2 of this document. If you are unable to access these web links please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of these documents so that you can read them before Accepting this Agreement.
- (f) if applicable in relation to the Accommodation, to clean all Communal Areas and maintain the Residence grounds; (g) ensure the Residence is compliant with statutory Health & Safety regulations.

We will not be liable for any failure or interruption to any of the services or facilities, or any loss arising from any failure or interruption, if the failure or interruption is due to reasons outside our control – e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement.

1.2. INSURANCE

- 1.2.1. During the Period of Residence we will insure the Residence against fire and other risks which we reasonably consider necessary.
- 1.2.2. During the Period of Residence we will insure your personal belongings up to a specified limit but you will be responsible for administering any claims which arise. Full details of the insurance policy which can be accessed by the link provided on page 2 of this document. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.

Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost, you may either contact our insurer as named in the Policy link at 1.2.2 or any other provider to arrange additional cover.

2. YOUR RESPONSIBILITIES

2.1. NEXT STEPS AFTER THE AGREEMENT IS FORMED

- 2.1.1. If the agreement is formed before the commencement of Term Time, you must book an arrival slot and complete a mandatory online health and safety induction by the date set out in the Confirmation E-mail. If you fail to do so, we have the right to terminate this Agreement on written notice with immediate effect.
- 2.1.2. If the Agreement is formed during Term Time, you must notify the Reservations Office in writing by email to bookings@kcl.ac.uk of your arrival date and time and complete a mandatory online health and safety induction within the period of time specified in the Confirmation E-mail. If you fail to do so, we have the right to terminate this Agreement on written notice with immediate effect.

2.2. ARRIVING AT THE COLLEGE

If your arrival date will be after the arrival slot which you have notified us that you intend to move into the Accommodation you will need to:

- 2.2.1. notify the Reservations Office and confirm your new arrival date at bookings@kcl.ac.uk; and

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- 2.2.2. if requested by us (acting reasonably) make a non-refundable payment of your Residence Fee for the first month via the online payment portal (www.kcl.ac.uk/feepay) and forward the email that you will receive from the College acknowledging that this payment has been made to bookings@kcl.ac.uk. Any advance payment will be deducted from the outstanding Residence Fee once you have moved into the Accommodation.
- 2.2.3. If your arrival date will be after Friday, 20 September 2019, you must make a non-refundable payment of your Residence Fee for the first month via the online payment portal (www.kcl.ac.uk/feepay) and forward the e-mail that you will receive from the College acknowledging that this payment has been made to bookings@kcl.ac.uk. Any advance payment will be deducted from the outstanding Residence Fee once you have moved into the Accommodation.
- 2.2.4. The obligation to pay the Residence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.
- 2.2.5. If the whole or any part of the Residence Fee remains unpaid in breach of the payment terms set out in Schedule 1 the College reserves the right to:
- to pass on all costs and fees incurred (including those incurred as a result of instructing a third party collection agent); and to take legal action, through the Courts, to recover any outstanding debts including associated interest and any costs and charges.
- 2.2.6. If any payments that we receive from you are dishonoured, we may charge you an administration fee of £25.
- 2.2.7. You must pay the Residence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.
- 2.2.8. If someone other than you pays all or part of the Residence Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.

2.3. INVENTORY

You agree to check, sign and return the Inventory to The Residence Team and notify The Residence Team of any discrepancies as soon as possible and in any event within 14 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

2.4. USING THE ACCOMMODATION

- 2.4.1. Unless a Nominated Sharer is specified on the Agreement Summary, you will be the only person authorised to occupy the Accommodation. If a Nominated Sharer is specified on the Agreement Summary, only you and the Nominated Sharer will be authorised to occupy the Accommodation. A Nominated Sharer is only permitted in relation to our couples accommodation and you will be asked to provide prior to Accepting the offer (a) the name of the person who will be sharing the accommodation with you and (b) documentation confirming that the person who will be sharing the accommodation with you is entitled to reside in the UK. A Family Member is only permitted in relation to our couples accommodation and you will be asked to provide the name and age of the person who will be sharing the accommodation with you prior to Accepting the offer.
- 2.4.2. You and your Nominated Sharer (if any) must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation)
- 2.4.3. You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else (except where permitted by clauses 2.5.3 (Visitors) or 2.6 (moving Rooms) or allow anyone else (other than your Nominated Sharer, (if any) to live in or use the Accommodation.
- 2.4.4. You must allow our staff and/or contractors to enter the Accommodation in accordance with Clause 3.2

2.5. VISITORS/GUESTS

- 2.5.1. You are responsible for the behaviour of any Nominated Sharer and/or Family Member and any visitor and you must ensure that they do not breach the terms of this Agreement. If they do, you will be in breach of this Agreement.
- 2.5.2. You agree that we may remove or exclude your Visitors from the Accommodation or the Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.
- 2.5.3. You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight provided that this does not annoy other occupants of the Residence or disrupt study, and provided that such Visitors do not stay overnight in the Accommodation any more than three nights in any one week or any more than 14 nights in total in each semester without the prior written permission of the Residences Service Manager/ Residence Supervisor.
- 2.5.4. Day visitors will not be granted access to the Residence between 23.00 hours and 8.00 hours and must leave the Residence buildings and grounds by 23.00 hours.
- 2.5.5. Normally, unless you are advised otherwise by the Residences Services Manager/ Residence Supervisor, you may receive up to three day visitors (between 8.00 hours and 23.00 hours). Written permission for additional guests or visitors must be obtained from the Residences Services Manager/ Residence Supervisor in advance.

2.6. MOVING ROOMS

- 2.6.1. 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 either the Residence Supervisor or the Reservations Office. If you are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.
- 2.6.2. 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 Residence Supervisor or the Reservations Office on a case by case basis.

2.7. RISK ASSESSMENTS

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence.

2.8. RESPECT FOR OTHERS

You agree:

- 2.8.1. To show respect, at all times, for all persons living and/or working in the Residence or in the locality of the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them;
- 2.8.2. To keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Residence and, in particular, not to make or allow any loud noise (including the use of kitchens, televisions or playing music) between 23.00 hours and 08.00 hours;
- 2.8.3. Musical instruments should be practised in music rooms, not in bedrooms, unless they can be used with headphones; this also includes the use of speakers with high bass, such as Woofers and Subwoofers which are not permitted in any of our Residences due to the reverberation these cause,
- 2.8.4. Not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- 2.8.5. Not to bring into the Residence any weapons, illegal items or items which we consider to be offensive or dangerous (eg replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Residence to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;
- 2.8.6. Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- 2.8.7. Not to allow persistent use of Residence facilities by non-residents, in line with clause 2.5;
- 2.8.8. Not to smoke in the Residence except in designated areas (as confirmed by The Residence Team);
- 2.8.9. Not to place any items on or throw anything from the balconies or windows of the Residence;
- 2.8.10. To comply with our Policies;
- 2.8.11. Not to play games with balls or other projectiles in the Residence or grounds except in designated areas where available (as confirmed by The Residence Team);
- 2.8.12. Not to bring bikes into the Residence except for any designated areas; please speak to the Residence Team for the locations of the bike storage areas/racks in your Residence, and using the appropriate locks to keep them secure at all times;
- 2.8.13. Unauthorised private parties are not permitted in any areas of the Residence. Private barbeques are not permitted in the Residence grounds. Arrangements for authorised private parties may be made in consultation with the Residence Supervisor.
- 2.8.14. To comply with the Main College Regulations. In the event of any contradiction between the Main College Regulations and these Terms and Conditions of Residence, the Main College Regulations will take precedence.

2.9. REPAIRS, MAINTENANCE, AND ALTERATIONS

You agree:

- 2.9.1. To keep the Accommodation (including all shared areas in that flat or studio) in a clean and tidy condition at all times. To separate recyclable waste and use any waste bins provided in the kitchen accordingly;
- 2.9.2. To place any recyclable waste or waste that does not fit in the kitchen waste bins in designated areas in the Residence;
- 2.9.3. Not to make any alterations to or damage the Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);

2.9.4. Not to leave any personal belongings or other obstacles in the Communal Areas, make these areas dirty or untidy, or damage these areas. If you do and we have to remove anything, arrange for additional cleaning or maintenance, we may charge you for the reasonable cost of doing so.

2.9.5. As a duty of care, to make the residencies staff aware of any maintenance issues which may arise, this can be done either by reporting the issues to the staff onsite or by emailing ask@kcl.ac.uk failure to report maintenance issues in a timely manner could impact any right to recourse if applicable.

2.10. SAFETY AND SECURITY

It is your responsibility to help ensure that the Residence is safe and secure to live in. This includes, but is not limited to, complying with the following:

2.10.1. Electrical Appliances You

agree:

- (a) to only make use of the cooking and/or other electrical kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in the Residence;
- (b) to be responsible for ensuring that your own electrical equipment is in good condition and meets current Health and Safety standards before bringing the item into the Residence;
- (c) to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug, that you do not overload the electric power points and that any equipment is safe and meets the portable appliance testing requirements, details of which are set out at <http://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>; (d) not to bring onto or use at the Residence any appliance which is rated more than 1.5kw; (e) not to use any personal electric heaters at the Residence.

2.10.2. Fire Safety You

agree:

- (a) to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed throughout the Residence). Failure to comply can lead to disciplinary action;
- (b) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Residence Team and your attendance at that meeting is compulsory, attend that meeting;
- (c) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire). Failure to do so can lead to disciplinary action;
- (d) not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment (including ceiling detector heads) or notices. Failure to do so can lead to disciplinary action; and
- (e) not to do anything which may cause a fire hazard, including (but not limited to) the usage and/or storage in the Residence of any flammable or dangerous materials (eg inflatable items or furniture, candles, incense sticks/burners or other sources of a naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes). Failure to do so can lead to disciplinary action.

2.10.3. Security

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

- (a) 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;
- (b) never marking your key, key fob or key card with your address, copying them or giving them to anyone else;
- (c) 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;
- (d) not letting anyone you do not know into the Residence;
- (e) registering your Visitors upon arriving at the Residences and accompanying them at all times whilst in at the residence and signing the Visitor out when leaving the Residence; complying with local procedures in respect of access controls, security keys, rooms and CCTV; and
- (f) producing your King's ID card when requested to do so by a member of The Residence Team or other members of College staff or Residence representative.

2.11. PETS

You must not keep any animal, bird, reptile, insect or fish at the Residence. Assistance Dogs are permitted by prior arrangement with the Reservations Office by email to bookings@kcl.ac.uk.

2.12. TV LICENSE

Some residences provide aerial sockets in bedrooms. However, if you decide to bring a television into the Residence to watch or record TV programmes on any channel, or download and watch any BBC programmes on iPlayer live, catch up or on demand, you must ensure that you purchase your own television license. This applies to any provider you use and any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or DVD/VHS recorder.

2.13. DEPARTURE

At the end of the Period of Residence (or earlier termination of this Agreement) you agree:

- (a) to vacate the Accommodation by 10:00am on either the last day of the Period of Residence or (if earlier) the last day of this Agreement;
- (b) to 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 (please note that if your student ID card is programmed to gain access, you will not need to return this); and
- (c) to leave the 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, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this and a charge levied for the removal. If you are charged, you will be notified and the charge placed on your student account.

3. OUR RIGHTS

3.1. ALTERATIONS AND BUILDING WORKS

We have the right to carry out any alterations or building works at the Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.

3.2. ACCESS & INSPECTION

As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice. In most instances (out of courtesy only and not because we are legally obliged to do so), we will enter the Accommodation during the day and we will give you reasonable prior notice of our intention to access the Accommodation. Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following:

- (a) in an emergency;
- (b) to clean, inspect or repair the Accommodation or any other part of the Residence; and
- (c) to comply with our responsibilities under this Agreement, for example Health & Safety legislation.

If we do not give you prior notice of our intention to enter the Accommodation, we 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, we will let ourselves into the Accommodation using our duplicate key and we will leave a message explaining that we have entered your Room and for what reasons.

3.3. REMOVAL OF ITEMS FROM THE ACCOMMODATION

We may remove from the Accommodation or Residence any items (either used or unused) that belong to you or your Visitors that we consider (acting reasonably) are dangerous and/or may cause a fire hazard or items causing an offence (in the case of offensive, we will give you a prior warning before we remove the items). If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence.

3.4. OUR RIGHT TO REQUIRE YOU TO RELOCATE

3.4.1. As this Agreement is a licence, we have the right to move you to similar alternative accommodation at any time (including after this Agreement is formed but before you arrive at the College). We will normally only require you to move to similar alternative accommodation for the following reasons:

- (a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Residence, that the Accommodation or Residence is unfit for occupation, or where the Period of Residence includes the Christmas, Easter and Summer vacations and the Residence is not fully occupied during the vacation);
- (b) where there is excessive demand for the Residence, which results in over subscription;
- (c) where we reasonably consider that, because of your behaviour or the behaviour of others, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;

- 3.4.2. If we request you to relocate:
- (a) except for exceptional circumstances, we will always give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
 - (b) if the similar alternative accommodation is not satisfactory to you because it does not meet the original room standards for price, location and facilities (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Reservations Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause 3.4.2(a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Reservations Office, or such other date as you may agree with the above (acting reasonably). We will refund any Residence Fee you have paid in respect of the period after the termination date;
 - (c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses directly incurred by you when moving your belongings to the alternative accommodation
 - (d) in cases of oversubscription only, in accordance with Clause 3.4.1 and provided that the similar alternative accommodation is satisfactory to you, we will give you a rent rebate or gesture of goodwill for the inconvenience caused at an reasonable and appropriate rate, capped to a maximum of 5% of the total rent due for the period that a room in the original Residence is not available.
 - (d) If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.

4. YOUR RIGHTS

4.1. OCCUPATION

For the Period of Residence we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:

- (a) a licence to occupy the Room
- (b) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation and the Residence which do not form part of the Room; and
- (c) the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas during such hours we designate and in accordance with the reasonable regulations we make.

5. IF YOU BREACH THIS AGREEMENT

5.1. PAYMENT FOR LOSS OR DAMAGE

5.1.1. You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you, your Nominated Sharer or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisers, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.

5.1.2. Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Residence when the damage occurred. For further details on the charges that are applicable, please see Schedule 2.

5.2. THE PROCEDURE WE WILL FOLLOW IF YOU HAVE BREACHED THIS AGREEMENT

If you, your Nominated Sharer and/or Family Member or your Visitors/Guests breach any of the terms of this Agreement then action may be taken against you under the procedure set out in our Disciplinary Policy which can be accessed by the link provided on page 2 of this document. If you are unable to access this web link please contact the Reservations Office by email bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.

6. TERMINATION OF THIS AGREEMENT

6.1. YOUR RIGHT TO TERMINATE THE AGREEMENT BEFORE YOU TAKE UP OCCUPATION

You may terminate this Agreement after the date that this Agreement has been formed, but prior to the arrival slot notified to us in accordance with clauses 2.1.1, 2.1.2 or 2.2.1:

- (a) if the Agreement is formed before the commencement of Term Time, by sending an email to bookings@kcl.ac.uk on or before 31 May 2019 or
- (b) if the Agreement is formed before the commencement of Term Time, and cancellation is submitted via email on or after 01 June 2019 but before the first day of the Period of Residence specified in the Agreement Summary a £500 late cancellation fee will be applied to your student account. Cancellation fee must be paid within 14 days of being invoiced.
- (c) if the Agreement is formed before the commencement of Term Time, and cancellation is submitted via email on or after the first day of the Period of Residence specified in the Agreement Summary, or if you fail to inform King's Residences that you will not be taking up your booked accommodation, a £500 late cancellation fee as well as 4 weeks rent will be applied to your student account. Cancellation fee and 4 weeks rent must be paid within 14 days of being invoiced.
- (d) if the Agreement is formed during Term Time (9 September 2019 to 5 September 2020), by notifying the Reservations Team in writing prior to the start of the Period of Residence. If you inform us that you are exercising your right to terminate after the start of the Period of Residence or fail to inform the Reservations Office that you will not be taking up your booked accommodation, an administration fee of £500 will be charged. Cancellation fee must be paid within 14 days of being invoiced.
- (e) if the Agreement is formed before the commencement of Term Time, and your academic offer is redrawn by King's College London Admission services, your booked accommodation will be automatically cancelled without accruing a penalty.

6.2. OUR RIGHT TO TERMINATE BEFORE YOU TAKE UP OCCUPATION

If you:

- (a) owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund the Residence Fee that you have paid under this Agreement;
- (b) fail to move into the Accommodation on the arrival slot notified to us in accordance with clauses 2.1.1, 2.1.2 or 2.2.1, we may terminate this Agreement on written notice with immediate effect, provided that we (acting reasonably) have attempted to contact you to confirm a revised moving in date and a late cancellation charge will apply in accordance to clauses 6.1 (c)
- (c) fail to comply with obligations at clause 2.1 of these Terms and Conditions of Residence, we have the right to terminate this Agreement on written notice with immediate effect and a late cancellation charge will apply in accordance to clauses 6.1 (c)

6.3. YOUR OTHER RIGHTS TO TERMINATE

You may terminate this Agreement if you:

- 6.3.1. 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 College Student Records System; and
 - (b) 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
 - (c) you submit a completed the Withdrawing from College form on the Accommodation Portal, 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 specified the End Date.
- 6.3.2. are under 18 when the Confirmation E-mail is issued and this Agreement is formed, 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) within two weeks after your 18th birthday, you submit a completed the early termination request on the Accommodation Portal, specifying a reasonable End Date not to be more than two weeks notice from notification, provided that the Agreement must terminate on a Saturday and if you wish to move out before the End Date. You will remain liable for the Residence Fee to and including the specified End Date; and

6.3.3. are experiencing extenuating circumstances that require you to no longer live in College 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 the early termination request on the Accommodation Portal, 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.

6.3.4. have found a replacement occupier who has been approved by us (at our absolute discretion) and who is not already in one of King's Residences to take up the remainder of your licence agreement, 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 the Room Swap and Contract Transfer Form, 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.

6.3.5. 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.

If you terminate this Agreement under this clause 6.3 and you move out of the Accommodation on or before the End Date (i.e. your proposed departure date) we will refund any Residence Fee that you have paid in respect of the period after the specify End Date.

6.4. OUR RIGHT TO TERMINATE IF YOU HAVE BREACHED THE TERMS AND CONDITIONS OF RESIDENCE

We may terminate this Agreement in any of the following circumstances:

6.4.1. If you have failed to pay the whole or any part of the Residence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Residence Fee (or any part of it) has been outstanding for 21 days or more; or

6.4.2. Where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement;

6.5. OUR RIGHT TO TERMINATE FOR OTHER REASONS

We may also terminate this Agreement by giving you not less than 4 weeks written notice if:

6.5.1. We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;

6.5.2. You are no longer enrolled as a full time student with us;

6.5.3. We reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or

6.5.4. If any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.

6.6. EFFECT IF WE TERMINATE THE AGREEMENT

6.6.1. If we terminate the Agreement in the circumstances set out in clauses 6.4 or 6.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, your Nominated Sharer and/or Family Member or your Visitors.

6.6.2. If we terminate this Agreement in the circumstances set out in clauses 6.5.1 or 6.5.2 you will still be obliged to pay that part of the Residence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Residence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Residence Fee you have paid in advance in respect of the period after the termination date.

6.6.3. If we terminate the Agreement in the circumstances set out in clauses 6.5.3 or 6.5.4, you will still be obliged to pay Residence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Residence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.

6.6.4. If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.

7. COMPLAINTS PROCEDURE

- 7.1. If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with the Residence Supervisor.
- 7.2. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the B6 Student complaints procedure, under the College's Main Regulations, which can be accessed by the link provided on page 2 of this document. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.
- 7.3. For the avoidance of doubt, if we have decided, in accordance with the provisions of this Agreement, to terminate this Agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.
- 7.4. Our 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. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of these documents so that you can read them before Accepting this Agreement.

8. APPEALS PROCEDURE

- 8.1. If you are unhappy with any decision we make when exercising our rights under the Disciplinary Policy, you may appeal that decision in accordance with the Appeal and Right of Appeal sections of our Disciplinary Policy which can be accessed by the link provided on page 2 of this document. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.
- 8.2. If you are unhappy with any other decision we make when exercising our rights under these Terms and Conditions of Residence, you may appeal that decision by writing to the Head of King's Residences using kingsresidences@kcl.ac.uk, within 5 days of you being notified of the decision. The Head of King's Residences will consider your appeal and decide whether to uphold or amend the decision. The Head of King's Residences will write to you, normally within 10 working days of receipt of your appeal letter, notifying you of the decision made.

9. OTHER MATTERS

9.1. NOTICES

- 9.1.1. All letters and notices sent by:
 - (a) us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about) or by email to your King's College London e-mail address (which we have allocated to you);
 - (b) you to us will be properly served if given to or sent to the Reservations Office by email using the Contact Details available at <http://www.kcl.ac.uk/study/accommodation>
- 9.1.2. A notice sent by the following means is to be treated as having been received:
 - (a) if delivered by hand, on the day of delivery; or
 - (b) if sent by first class post or special delivery, on the first Working Day after posting; or
 - (c) if sent by email to the address provided by you to the College or a kcl.ac.uk email address on that day.
- 9.1.3. You agree to notify the College of any change to the address you provide to the College when applying for the Accommodation by updating your details directly or by contacting the appropriate College office/department.
You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

9.2. DATA PROTECTION

- 9.2.1. The College will comply with [the General Data Protection Regulation\(GDPR\) 2018 Act](#). The College will allow you to inspect certain information that the College holds about you and you can ask the College to correct or record your disagreement with the information held. Further details are available on the link provided on page 2 of this document. If you are unable to access this web link please contact the Reservations Office by email: bookings@kcl.ac.uk before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement. The College may charge you with the reasonable cost of providing copies of the information.

King's Residences Licence Agreement



9.2.2. By Accepting this Agreement you agree that all data supplied to us can be shared between our departments and with third parties (eg contractors employed by us to undertake services at the Residence, for example maintenance or cleaning services, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.

9.2.3. We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

9.3. LIABILITY FOR LOSS OR DAMAGE

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

9.4. GOVERNING LAW AND ENFORCEABILITY

9.4.1. This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.

9.4.2. If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

9.5. LEGISLATION

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

9.6. VAT

At the date of this Agreement the Residence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

9.7. COUNCIL TAX

If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits or your Nominated Sharer is not a full time registered student of the College) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

SCHEDULE 1

10. Payment of Residence Fee

10.1. Your Residence Fee must be paid in full on or before the due dates which are:

1st instalment: 25 October 2019

2nd instalment: 25 January 2020

3rd instalment: 05 May 2020

4th instalment: 24 June 2020

10.2. If your Period of Residence commences after the above start date, residential fees are then payable within 14 days of commencement of your start date or by the above due date, whichever is the latter. Subsequent instalments are payable in accordance with the due dates as specified above.

10.3. You can pay your residential accommodation fees by either:

10.3.1. Credit / Debit Card: payments can be made over the Internet on the KCL Finance web page www.kcl.ac.uk/feepay. Instructions on how to use this facility are also available on this web page.

10.3.2. Bank Transfer:

From a UK Bank Account - can be made into the following account

Account Name: Kings College London

Bank: National Westminster Bank PLC, PO Box 221, Fleet Street Branch, 156 Fleet Street, London, EC4A 2DX

Sort Code: 56-00-13

Account Number: 96707402

Please ensure your Bank quotes your student number and name as the payment reference, and whether its for accommodation fees or tuition fees.

If making a cash or cheque payment in person at a Natwest Bank, you must provide a copy of the Natwest 'deposit receipt' to Credit Control, as soon as possible. Failure to do this will result in your payment not being reflected on your student account on time.

From a Non-UK Bank - King's College London has partnered with Western Union Global Business Solutions to provide students with the ability to make secure international payments for their tuition and/or Residence Fee. Note: the service is tailored for students to obtain a quote online, containing the details of a local bank account to make the payment to and importantly an amount in your



local currency, at an exchange rate valid for up to 72 hours, to be transferred. The quote must then be provided to your own bank for payment to be initiated. For more information about the process and the advantages and to obtain a non-obligatory quote please visit www.kcl.ac.uk/banktransfer.

- 10.3.3. Cheque/Bankers Draft: drawn in sterling, made payable to King's College London and forwarded to the Credit Control Office. Please write your student number, name and indicate whether the payment is for tuition fee or residential fees on the back of the cheque/draft.
- 10.4. The College will accept residential fees in full although no discount is given
- 10.5. Shortly after taking up your place in Residence, you will receive an email notification that will advise you to log onto your Student Record to view/print your accommodation invoice at <https://mykcl.kcl.ac.uk/?src=HPIcon>

11. Sponsors

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 your Residential Fee Invoice which will be in your name and not the name of your Sponsor, in accordance with the same timescales as 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 those fees as set out above. If your sponsor fails to pay in accordance with these terms, you will remain liable for the full payment. We will contact you if we have problems recovering money from your sponsor.

In these Terms and Conditions of Residence "you" means the person signing this Agreement and "we" and "College" means King's College London. The expressions "your" "our" and "us" should be read accordingly.