

# You Must SIGN and RETURN This Document With Your Licence

## CONDITIONS OF LICENCE TO OCCUPY A STUDY-BEDROOM IN A STUDENT HALL

**THIS AGREEMENT** is made **BETWEEN** the University and You on the date we receive the signed licence from You or the date we receive payment of the Deposit from You, whichever is the earliest.

### Definitions and Interpretation

In this Agreement the following words have the meanings specified below:

“Facilities”	the facilities and services to be provided by the University as set out in Schedule 1.
“Flat”	means a self-contained housing unit made up of a number of rooms that occupies only a part of the Premises which includes (where they are provided) bathrooms, toilets, kitchens, pantries, hall, stairs, landings, passageways and common rooms open for use to all residents of the Flat.
“Premises”	the whole of the buildings and adjacent grounds which make up the Hall of Residence in which the Room is located.
“Room”	the room allocated to You.
“You”	the student named to whom the room is allocated and whose signature is on this Agreement.
“University” and “Us”	means Kingston University Higher Education Corporation and its agents or assigns.

### Money Matters

- 1 You must pay Us a £300 deposit as set out in the letter offering You accommodation (the “Deposit”). Please note We can only pay refunds to the person who actually paid the Deposit in order to comply with Money Laundering legislation. If You owe Us any money this will be deducted from the Deposit before any refund is made.
- 2 You will lose all or part of Your Deposit, at Our discretion as compensation for any cleaning charges or loss or damage to the Room, Flat or Premises.
- 3 If You withdraw from the University after paying the Deposit, an administration fee of £50 only will be charged, provided that You inform Accommodation Services in writing prior to the start date quoted in the Term Sheet.
- 4 You are solely responsible for loss or damage to the Room or fittings (except any loss or damage caused by Us, or reasonable wear and tear).
- 5 The cost of any loss or damage to the Flat will be charged to whoever is responsible if they are identifiable. If they are not identifiable, reasonable charges will be made equally to all students who occupy the Flat (except any loss or damage caused by Us, or reasonable wear and tear). The cost of any loss or damage to the Premises will be charged to the individual(s), Flat(s) or block(s) responsible if they are identifiable. Where charges for loss, damage or cleaning are made, We may charge an administration fee of £11.75 per student. Your statement will show an inclusive cleaning and administrative fee.
- 6 If charges for loss, damage or cleaning exceed £70 You will be required to top up the Deposit to the original £300. If charges for loss, damage or cleaning exceed £300 the whole Deposit will be forfeit and You will be invoiced for the excess amount and, in addition, an amount of £300 must be paid to top up the Deposit. If the balance of the Deposit falls below £0 and You don't make payments to top it up, We will treat You as a debtor and take steps to recover the debt and any associated costs.
- 7 You must occupy the Room by 5pm on the start date specified in the Term Sheet. If You don't, We have the right to withdraw the Room and keep your Deposit, unless You have informed Accommodation Services of Your late occupancy in writing.
- 8 You must pay the Hall fees as set out in the Term Sheet. If You don't pay instalments by the required dates You will be liable for the unpaid balance of fees for the full residential year, except for students withdrawing/terminating under Clauses 19 b/20 below.
- 9 **Any failure to pay, or the dishonouring of Deposit payments, will generally result in Us ending Your Licence, and beginning legal proceedings for eviction and debt recovery (please note that We have the right to end this licence if you commit a serious breach of this Licence, see**

### Clause 42).

#### Using The Room and The Flat

- 10 **We are responsible for the provision of the Facilities.** You are responsible for the condition of Your Room. You have the right to use the Flat's common parts.
- 11 You may occupy the Room for the period specified in the Term Sheet. You **may** also be allowed, at Our sole discretion and with Our prior permission, and prior payment of the relevant price, to occupy a room outside that period under a separate licence.
- 12 You agree to use the Room as a study bedroom only. You must be enrolled as a full-time Kingston University student.
- 13 We may at any time require You to share the Room with another student (of the same sex). During any such periods of sharing, the Licence fees will be reduced, and a rebate will be calculated and credited against Your next term's Hall fee.

#### Your Keys

- 14 **You must keep Your keys safe and not give them to anyone else.** If You lose Your keys, the Room lock and all other affected locks will have to be replaced, and new keys issued to the relevant students. You will be charged for those costs (minimum £100) if you are responsible for the loss.
- 15 If you need Us to let you into the Hall/Room because you don't have your key (without good reason) we may charge you £10.

#### Car parking and Bicycles

- 16 Parking spaces are not guaranteed and are subject to availability. You need to obtain a non-transferable parking pass and swipe card to park at University residential sites. Parking permission ends whenever this Licence ends.
- 17 Any vehicles (including bikes) must be left in designated areas only.
- 18 You must drive/ ride/ cycle in a responsible and safe manner.

#### How To End The Licence

- 19 You may terminate this licence at any time before the end of the residential year if all of the following conditions are met:
  - a. You give 28 days written notice to Accommodation Services. Notices sent anywhere else will not suffice; and
  - b. You find a substitute who is a full-time student of the University and is reasonably acceptable to Accommodation and Hall Management. We will take reasonable steps to help You find an acceptable substitute. You will remain liable for fees until the substitute has entered into an agreement with the University to occupy the Room. **IF YOU ARE WITHDRAWING FROM THE UNIVERSITY AND A SUBSTITUTE IS NOT FOUND, YOU WILL REMAIN LIABLE FOR THE FEES FOR THE CURRENT INSTALMENT PERIOD ONLY.** In this case You must give the 28 days written notice, vacate the Room and return

- your keys, within the current instalment period; and
- c. You pay a charge of £50 on giving notice in respect of our costs of inventory, other checks/inspections and administration.
- 20** If You terminate this Licence because of a serious breach by Us of this Licence, you must give 14 days written notice to Accommodation Services. If the University genuinely is in serious breach of this Licence You will not be liable for payment of the Licence fee for the period after giving notice.
- 21** You must return Your keys to the Hall Manager by 12 noon on the day you leave. If You don't, We may have to replace the relevant locks and charge You for the cost of doing so.

### **Cleaning Your Room and The Flat and Inventory**

- 22** You are solely responsible for keeping the Room clean. You are collectively responsible, with other students within the Flat, for the cleaning of the common parts of the Flat. If you don't keep Your Room or the Flat to a standard which We reasonably consider proper, contract cleaning will be introduced, the cost of which together with the Fee at Clause 5 above will be charged to You, or if for the Flat, pro rata to You and the other residents.
- 23** You must complete and sign an Inventory Form within 24 hours after occupancy and return it to the Hall Reception.
- 24** You must not damage or change the structure or decoration in any way (fair wear and tear excepted), move existing or add furniture to the Room or the Flat.

### **Insurance**

- 25** You are responsible for the insurance and safe keeping of Your personal property and We are not liable for any loss/damage whatsoever to such property (except to the extent that any such loss or damage is caused by Our negligence). Your personal belongings are covered during Your stay in halls under an Endsleigh Insurance policy provided by Us. For an explanation of Your cover or to extend Your policy visit [www.endsleigh.co.uk/reviewcover](http://www.endsleigh.co.uk/reviewcover).

### **Health & Safety and Conduct**

- 26** You agree to observe Our fire and safety and conduct regulations. We will immediately remove any items which We deem unsuitable or which constitute a health and safety risk. Those items will be returned to You at the conclusion of this Licence.
- 27** You must not **INTERFERE WITH, COVER OR OTHERWISE MISUSE THE FIRE FIGHTING AND SAFETY EQUIPMENT/SIGNAGE INSTALLED IN THE HALL OR FLAT (OR ALLOW ANYONE ELSE TO DO SO). Any intentional or reckless interference with, or misuse of, fire extinguishers, smoke detectors, fire alarms or fire escape routes is a criminal offence under Section 8 of the Health and Safety at Work Act 1974. You risk imprisonment or a fine if found guilty in a criminal court.**
- 28** You agree **NOT TO USE OR BRING IN (OR ALLOW YOUR VISITORS TO USE OR BRING IN) TO THE HALL OR FLAT ANY ILLEGAL DRUGS OR SUBSTANCES. FAILURE TO COMPLY WITH CONDITIONS 27 or 28 WILL NORMALLY RESULT IN US ENDING THIS LICENCE (see Clause 42).**
- 29** **YOU SHOULD NOT DO ANYTHING WHICH IS ILLEGAL OR MIGHT RISK THE SAFETY OF, OR CAUSE ANNOYANCE OR NUISANCE TO, OUR STUDENTS, STAFF OR NEIGHBOURS OR YOURSELF.** This would include for example i) for everyone's safety if windows are fitted with opening restrictors, You should not open them beyond the restrictor limit, and if doors are fitted with automatic closures you must not wedge them open. You must not bring in or cause or allow to be brought into the Flat or the Hall any dangerous objects, weapons and/or combustible materials. Please see the Hall Information Booklet for examples. Also any electrical appliance that You want to bring into Halls

must have a valid test certificate and You must get the prior consent of Hall Management. ii) For legal reasons You and your visitors can only smoke outside of all the buildings and for hygiene you should dispose of rubbish or recyclable items in the bins provided, and not throw items out of any windows. iii) You must not act in an aggressive or intimidating way to fellow students or staff, or bring the name of the University into disrepute. iv) To prevent a nuisance to others, music and televisions must not be audible outside of your Room and You must not hold parties in the Room or Flat, or on the Premises without permission of the Halls Manager. If a complaint concerning noise is made and a request to reduce the level of noise is ignored, We reserve the right to remove and confiscate the equipment causing the noise.

Please note this is not a definitive list.

### **IF YOU HAVE ANY CONCERNS ABOUT OTHER STUDENTS CAUSING A NUISANCE OR RISKING ANYONE'S SAFETY, PLEASE TELL HALLS STAFF AS SOON AS POSSIBLE.**

- 30** The only animals allowed are as aids for a disabled person and no other animals are allowed.
- 31** You must not interfere with Our right to enter a room at any time to ensure compliance with all health and safety regulations, and any applicable University regulations (to include but not be limited to the ICT Security and Usage Policy) and to provide maintenance work or to conduct an inventory of Our property. We may also enter rooms to check that You are complying with the terms of this Licence or if there is any indication of danger to life, health or property.
- 32** You must assist with the administration of the Halls when requested, including (but not limited to) attending interviews/meetings with Hall Management.
- 33** You must show a valid current ID card on request by Us.
- 34** You must not share/change the Room without the prior consent of the Hall Manager/Accommodation Services. Under exceptional circumstances Room exchanges will be considered. Requests should be made in writing to the Hall Manager. An administrative charge of £50 per person will be made for any such room change to cover the cost of inventory checks.
- 35** We provide an internet connection within Your Room and You must not install a personal internet connection or telephone line.
- 36** The Hall Information booklet provides useful information in relation to living in Halls, but is not intended to form a part of this Licence.
- 37** Provided this Licence has not been terminated, We undertake not to interrupt Your occupation of the Room during the period of the Licence except when necessary:
- (i) for the maintenance or repair of the Room;
  - (ii) for reasons arising from Your ill health;
  - (iii) to resolve disharmony amongst the residents;
  - (iv) to make that Room available to a disabled student;
  - (v) for the proper management of the Hall and the Premises.
- 38** In all cases of interruption of Your occupation of the Room by Us, whether temporary (but in excess of 12 hours) or permanent You will be provided with suitable alternative accommodation.

### **Your Guests**

- 39** You are allowed one overnight guest (who must be over 18) for a maximum period of two consecutive nights in any one week, and for a maximum of six visits per term. You must make sure any overnight guest signs in to the Hall. All other visitors must leave the Hall or grounds before 12 midnight. For health and safety reasons You will only be allowed two student or non-student guests at any one time. You must not allow any visitor or guest who is unauthorised or banned by the University (including Hall Managers) onto the Premises.

- 40 You are responsible for the behaviour of Your guests or visitors while they are on the Premises, and You will have to pay Us for any damage/loss they may cause.**
- 41** Guests or visitors are not permitted to enter or use the Room or Flat without You being present

**Ending of Your licence by Us**

- 42 We may end the Licence straight away by issuing a Notice to Quit in writing to You if You i) have breached a term of this Licence that We consider to be very serious (for the avoidance of doubt this includes but is not limited to those listed in clause 29 above), or ii) are suspended or expelled from the University, or iii) have breached a term of this Licence that We consider to be reasonably serious (for the avoidance of doubt, this includes but is not limited to a failure to pay fees), or iv) have committed persistent breaches of the less serious terms of this Licence (for example, breaches of the smoking ban). IF YOU FAIL TO LEAVE HALLS AFTER THE EXPIRY OF THE NOTICE TO QUIT WE WILL REMOVE YOU FROM OCCUPATION THROUGH COURT PROCEEDINGS AND SEEK TO RECOVER THE COSTS FROM YOU.**
- 43** If You are suspended, if We feel it is appropriate in the circumstances and reasonably possible We will offer a new licence in respect of any period of the original Licence subsequent to the expiry of the suspension, and will apply any Hall fee sums paid by You pro rata in respect of this period under the original Licence to the Hall fee under the new licence.
- 44 IF WE END THE LICENCE UNDER CLAUSE 42 YOU WILL REMAIN LIABLE TO PAY THE HALL FEE FOR THE ENTIRE PERIOD IN RESPECT OF WHICH THE LICENCE WAS ORIGINALLY GRANTED. CREDIT WILL BE GIVEN IN RESPECT OF ANY PERIOD OF THE ORIGINAL LICENCE TERM DURING WHICH WE LICENCE THE ROOM TO ANOTHER PERSON. WE WILL TAKE REASONABLE EFFORTS TO RE-LICENCE TO A SUITABLE PERSON.**
- 45** We may end this Licence for any (or no) reason by giving at least 28 days written notice to You.
- 46** We may require You to transfer to another suitable room made available by Us, should We reasonably consider this desirable in the interest of order, health, safety, security and/or maximum utilisation of facilities. We will give you 14 days' written notice of this. If the Hall fee in respect of the other room is less than the Hall fee payable in respect of the Room you have transferred from, the University will pay You the difference (provided that the Hall fee payable in respect of the Room transferred from is paid). If You are not happy to move to another room, You may end this Licence by giving Us written notice within 14 days of Our notice to You of the proposed move. In this case you will not be liable to pay any Hall fees from the date You move out.
- 47** Neither You nor Us will be responsible to each other for any delay/failure to perform any of our respective obligations under this Licence due to a Force Majeure Event. A Force Majeure Event means acts/events/omissions/accidents beyond the reasonable control of either You or Us, including (but not limited to) Acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, terrorist attack, civil war, riots, nuclear/chemical/biological contamination, mandatory compliance with any law, or strikes/industrial action.
- 48** Any notice to be served upon You by Us will be deemed to have been duly served if it is fixed to the door of or left in the Room. The Notice will be deemed served on You 12 hours afterwards. A Notice by any other means will be deemed properly served on You if the notice is received by You.
- 49** For the avoidance of doubt, the provisions of this Agreement concerning termination of the licence by the University are

exhaustively set out in these Conditions and the Term Sheet, and are not contained in any document other than these Conditions and the Term Sheet.

- 50** We reserve the right to make reasonable alterations to these conditions and to impose further reasonable conditions from time to time to ensure the reasonable and efficient operation of the Hall. Any changes will be notified to You.

**Miscellaneous**

- 51** We will not be liable for any loss of or interruption to Your occupation of the Room or provision of the Facilities arising as a result of any matter beyond Our reasonable control.
- 52** This Licence to occupy does not create a tenancy.
- 53 If you leave anything in the Room or Flat at the end of the Licence period (or earlier termination) they will be deemed to have been abandoned and may be disposed of at Our discretion without recompense to You.**

**Legal Things**

- 54 Our right to decide whether or not You have breached a term of this Licence will be exercised reasonably but will be made 'on the balance of probabilities' and taking into account all circumstances We reasonably deem to be relevant.**
- 55** If any provision of this Licence is found by a court of competent jurisdiction to be invalid, the other provisions of the Licence remain in full force and effect.
- 56** Any delay by You or Us in enforcing any rights under this Licence is not a waiver of those rights unless agreed in writing.
- 57** The rights and obligations under this licence are personal to Us and You and are not intended (save where expressly mentioned) to confer rights or benefits upon any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 58** This licence shall be governed by English law and under the exclusive jurisdiction of the Courts of England and Wales.

**Schedule 1 – The Facilities We Provide**

- 59** Maintenance and repair of the Hall.
- 60** Provision of fire-fighting equipment in the Hall.
- 61** Adequate supply of hot water for domestic use to the wash basins, showers and baths in the Hall.
- 62** Heat in the Hall during the academic term having regard to prevailing weather conditions.
- 63** Adequate lighting and power supplies to the Hall.
- 64** Provision of necessary staff for the running of the Premises.
- 65** Coin-operated washing machines and tumble driers on the Premises.
- 66** Internet connection in the Room.
- 67** Adequate furniture/equipment which complies with the appropriate safety standards.
- 68** We will provide the above Facilities to You except where We are prevented by circumstances out of our control, for example (but not limited to) extremes of weather, power cuts, or the negligence of any sub-contractor We use to carry out work on Our behalf.
- 69** In the event of any interruption to Our provision of the Facilities, we will do Our best to provide a temporary solution, until the problem is fixed or a more permanent solution arranged (for example by provision of shower facilities elsewhere, or by provision of electric heaters).

<b>Signed:</b>	
<b>Printed Name:</b>	
<b>Dated:</b>	