



## Residences Licence Agreement Academic Year 2024/2025

**This Agreement 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 the offer of Accommodation.**

### Key Contacts and Links

Accommodation Office:- [kingsresidences@kcl.ac.uk](mailto:kingsresidences@kcl.ac.uk)

Accommodation Website:- <https://www.kcl.ac.uk/accommodation/undergraduate/courtauld-students>

Policies:- [Courtauld Student Policies](#), <https://www.kcl.ac.uk/policyhub> and as detailed in [Schedule 2](#)

If You are unable to access any links or policies referred to in this Agreement, please contact the Accommodation Office by email:- [kingsresidences@kcl.ac.uk](mailto: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 Accommodation Office at [kingsresidences@kcl.ac.uk](mailto:kingsresidences@kcl.ac.uk). If You require advice on Your rights or responsibilities under this Agreement, please seek advice from Student Services, KCLSU, 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 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

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## KEY TERMS AND CONDITIONS OF RESIDENCE

### 1. INTRODUCTION

Welcome to King's College London. 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.

### 2. DEFINITIONS

2.1 In this Agreement, the following terms have the following meanings:-

"Accept"	means to formally accept these Terms and Conditions of Residence by clicking the link to "Accept Offer" on the Accommodation 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
"Accommodation Office"	means the centralised booking office that manages all applications and allocations for King's Residences
"Accommodation Portal"	Means the online portal which can be accessed at <a href="https://accommodation.kcl.ac.uk">https://accommodation.kcl.ac.uk</a> . Please contact The Courtauld if You are unable to access the online portal
"Agreement"	means 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:-  (a) these Terms and Conditions of Residence  (b) the Agreement Summary  (c) our regulations detailed in Our Policies (including those listed in Schedule 2 to this Agreement)
"Agreement Summary"	means the PDF document headed "Agreement Summary" which You can access via the Accommodation 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 (as defined 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 Accommodation Office that will be sent to You once You have Accepted the Terms and Conditions of Residence and satisfied the entry requirements for The Courtauld. This Agreement will take effect and legally binding

contract will be entered into between You and Us when We send the Confirmation E-mail to You

<b>"Disciplinary Policy"</b>	means the Student in Residences Disciplinary Policy, which can be accessed by the link provided in Schedule 2 of this Agreement
<b>"End Date"</b>	means the date specified by Us on which Your Agreement will end, where You are seeking to terminate this Agreement before the end of the Period of Residence
<b>"Inventory"</b>	means the list of furniture and equipment at the Accommodation which We will give to You upon request when You arrive at Your Residence
<b>"Joint Occupier"</b>	means, in the context of the Accommodation, the person who it has been agreed with King's Residences shall be permitted to occupy the Room with You as the only person who will occupy the Room with You, if any
<b>"KCL"</b>	means King's College London, Strand, London WC2R 2LS
<b>"King's Residences"</b>	means all residential accommodation buildings owned by, or leased to, King's College London for provision of student accommodation
<b>"Main College Regulations"</b>	means the College document "Academic Regulations Concerning Students, Academic Governance and Management Regulations, Library Services and Information Technology Services Regulations Academic Session", which can be accessed using the following link:- <a href="https://www.kcl.ac.uk/policyhub/academicregulations/kings-academic-manual">https://www.kcl.ac.uk/policyhub/academicregulations/kings-academic-manual</a>
<b>"Move in Date"</b>	means the first day of the Period of Residence specified in the Agreement Summary
<b>"Nominated Sharer"</b>	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
<b>"Operator"</b>	means the operator of the Residence detailed in the table at Schedule 1
<b>"Period of Residence"</b>	means the period during which You are able to occupy the Room as set out in the Agreement Summary
<b>"Policies"</b>	means the College policies and The Courtauld's policies as set out in Schedule 2 to this Agreement and any that are referred to in these Terms and Conditions of Residence and any other policies, regulations, terms or rules implemented by the College and/or The Courtauld
<b>"Residence"</b>	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)
<b>"Residence Fee"</b>	means the charges payable for Your occupation of the Accommodation as stated in the Agreement Summary
<b>"Residence Team"</b>	means the staff that manage the residence at the College
<b>"Room"</b>	means the bedroom at the Residence that You have booked or will be allocated to You on Your arrival
<b>"Sponsor"</b>	means any person or organisation who is paying all or part of Your Residence Fee
<b>"The Courtauld"</b>	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://self-service.kcl.ac.uk/article/KA-01913/en-us>)

### 3. KEY TERMS

3.1 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 these Terms and Conditions of Residence together. In the event of any contradiction between these Terms and Conditions of Residence and the Agreement Summary, the Agreement Summary will take precedence. 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:-

#### 3.1.1 CONDUCT AND BEHAVIOUR

- (a) 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;
- (b) You are expected to comply with all of the College's Policies and The Courtauld's Policies. These Policies can be updated at any time and You should ensure that You check them regularly; and

3.1.2 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 may take disciplinary action against You, which may result in You having to leave Your accommodation.

#### 3.1.3 CANCELLATION BEFORE YOU MOVE INTO YOUR ROOM

- (a) You are entitled to cancel this Agreement **before You move into Your Room**;
- (b) if You cancel Your Accommodation before **1<sup>st</sup> July 2024**, You will be refunded Your £450 pre-payment;
- (c) if You cancel Your Accommodation on **1<sup>st</sup> July 2024** or later, You will not receive any refund of Your £450 pre-payment;
- (d) if You are a registered and continuing student at The Courtauld and do not move into Your Room and do not respond to our or The Courtauld attempts to contact You, We can cancel Your Accommodation, You will not be entitled to any refund of Your £450 pre-payment and You will remain liable for the Residence Fee until a suitable replacement is found; and
- (e) You should think carefully before deciding to accept the offer of Accommodation at KCL because, as set out above, there may be circumstances where You lose Your pre-payment;

#### 3.1.4 VISITORS AND SUB-LETTING

- (a) Your Room is a study bedroom for students at KCL and those affiliated with KCL. You can enjoy short term visits from friends and family members where these comply with the terms of this Agreement, and in particular Clause 12 (which sets out, among other things, the number of daytime and overnight visitors You may have at any one time or in any one semester); and
- (b) You must not allow anyone to stay in Your Room other than as permitted by this Agreement, and You must not allow anyone to stay in Your Room when You are not with them. If You

allow any person not permitted by the terms of this Agreement to stay in Your Room, we may take disciplinary action against You that could result in You having to leave Your Accommodation.

- (c) Only one visitor is permitted to stay overnight in Your Room at one time;

### 3.1.5 ACCOMMODATION OPERATED BY THIRD PARTIES

- (a) Not all of KCL's Residences are operated by King's College London. 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 this Agreement as it is important that You understand which things they are responsible for and which things the College is responsible for. Any references to rights or responsibilities of the Operators in Clauses 13, 14, 15, 17, 18, 19, 20 and 22 of these Terms and Conditions of Residence apply to KCL in the case of KCL's Residences that are operated by King's College London; and
- (b) there will be occasions where You might have to contact the Operator directly. We have included within Schedule 1 at the end of this Agreement information about 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.

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 KCL Residences Team at [kingsresidences@kcl.ac.uk](mailto:kingsresidences@kcl.ac.uk) for assistance.

### 3.1.6 KEY DATES AND TIMESCALES

You need to be aware of the following key dates, timescales and obligations on You, which are applicable to Your occupation of the Room and this Agreement.

Instalment Dates for payments due by You under the terms of this Agreement	25 October
	25 January
	5 May
	24 June
Before the Move in Date	Complete Health and Safety Induction
	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 up to 14 days after it is issued
Day Visiting Hours	Between 8:-00 and 23:-00
Date and time for You to vacate Your room	<b>10am</b> on the last day of the Period of Residence

## 4. AGREEMENT

4.1 The agreement between You and Us consists of several parts:-

4.1.1 the Agreement Summary sent to You by email;

4.1.2 these Terms and Conditions of Residence and any issued amendments; and

4.1.3 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.

4.2 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 College's Policies and You acknowledge that You have actually read the content. During Your period of Residence, King's may update and replace its Policies from time to time in order to ensure that King's operates efficiently for students and meets the relevant legal and regulatory obligations, and/or where changes are in the interests of students. Any changes will be appropriately notified to students via email or on the website.

4.3 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.

4.4 You confirm that You accept and agree to all of the obligations in this Agreement when You click the link to "Accept Offer" on the College's Accommodation Portal. This Agreement is legally entered into and a contract is formed 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 Our Policies.

4.5 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.

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

4.7 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.

## 5. UNDER 18'S

5.1 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 2.

5.2 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 this Agreement on the terms set out in Clause 7 below. If You choose not to do so, this Agreement will be legally binding upon You.

## 6. 7. YOUR RIGHT TO CANCEL BEFORE YOU MOVE INTO YOUR ROOM

7.1 You are entitled to cancel this Agreement **before moving into Your Room** by notifying Us by email at [kingsresidences@kcl.ac.uk](mailto:kingsresidences@kcl.ac.uk) and cancelling via the Accommodation Portal.



7.2 You can cancel this Agreement:-

7.2.1 **Before 1<sup>st</sup> July 2024** and You will be refunded Your £450 pre-payment; and

7.2.2 **on or after 1<sup>st</sup> July 2024**, but You will not be entitled to any refund of Your £450 pre-payment.

7.3 If You do not show up on the Move In Date or during Your booked arrival slot, and You are a registered continuing student at The Courtauld You will remain liable to pay for Your Accommodation for Your full licence period regardless of whether You move into Your Room or not. It will become Your responsibility to find a replacement tenant to take on Your room following the requirements set in Clause 24.4. If a suitable replacement student is found for Your Room and they move in to the Room 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 period for which You have already paid.

7.4 If You accept the offer of Accommodation at the College, but Your academic offer is withdrawn by The Courtauld Admission services, Your contract for Accommodation will be automatically cancelled and You will be refunded Your £450 pre-payment.

## 8. OUR RIGHT TO CANCEL BEFORE YOU MOVE INTO YOUR ROOM

8.1 We can cancel this Agreement before You move into Your Room immediately, if You do not move into Your Room after the Move In Date and/or 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 week** of Your arrival slot. You will remain liable for any Residence Fee in accordance with the terms laid down in this Agreement.

8.2 We can cancel this Agreement before You move into Your Room (and restrict Your access to the Accommodation Portal) immediately where You have an existing outstanding debt or disciplinary record at the College or The Courtauld, or where there is ongoing disciplinary or interruption, suspension or exclusion action of which You are the subject.

8.3 We may cancel this Agreement before You move into Your Room immediately where You have declared a relevant unspent conviction in accordance with Our Criminal Record Disclosure Procedure, the link to which can be accessed at Schedule 2.

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

## 9. PAYMENTS

9.1 At the point of booking Your Accommodation using the Accommodation Portal, an automated email will be sent to you and You must pay a £450 pre-payment to The Courtauld which will be offset against the first instalment of the Residence Fee.

9.2 You must make any payments due under the terms of this Agreement on or before the instalment dates set out in Your Agreement Summary and in the Key Dates and Timescales in Clause 3.1.5 to The Courtauld acting as agent for Us using the payment methods specified on the website for The Courtauld ([how to pay](#))

9.3 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 ([how to pay](#)). 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.

9.4 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 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.

9.5 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), and 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.

9.6 Internet service to the Room is provided by Our nominated provider and is subject to

9.6.1 the relevant terms and conditions of use, and

9.6.2 Our acceptable use policies. Details can be found in the Policies in Schedule 2.

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

## **10. MOVING IN**

10.1 You will be able to move into the Room on the Move In Date during Your booked arrival slot. Arrival instructions will be made available in the Confirmation Email that We will send to You.

10.2 Before moving into the Room You must:-

10.2.1 complete a mandatory online health and safety induction by the date set out in the Confirmation E-mail; and

10.2.2 book an arrival slot via the Accommodation Portal.

10.3 If You do not complete the steps set out in Clause 10.2 before moving into Your Room, We may terminate this Agreement **immediately** on sending an email to You and in these circumstances You will not receive any refund of Your £450 pre-payment.

10.4 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.

10.5 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](mailto:kingsresidences@kcl.ac.uk) and You will be promptly refunded any pre-payment that You have paid.

## **11. INVENTORY**

11.1 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.

11.2 If You receive an 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 always within 14 days of moving into Your Room. If You do not do so, We shall treat that the Inventory as correct.

## **12. WHO MAY USE THE ROOM**

**12.1 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 and, depending on the outcome of that action, You may be asked to leave Your Residence.**

12.2 Our agreement is with You, and only You may live in the Room, subject to Clause 12.3 below.

12.3 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.

12.4 If Your Agreement Summary includes a Nominated Sharer or a Joint Occupier Your rental charges will reflect the

additional resident.

- 12.5 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.
- 12.6 Any visits must be in accordance with the terms and conditions set out in this Agreement.
- 12.7 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.
- 12.8 Normally, unless You are advised otherwise by Residences, You may have up to three daytime Visitors (during the Day Visiting Hours set out in the Key Dates and Timescales on page 1 of this Agreement). 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 Your Residence Manager 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 Residence Manager confirming consent is granted to an identified Visitor.
- 12.9 Up to one Visitor over the age of 18 are 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 nights in any one week, and must never exceed a total of 14 nights per semester.
- 12.10 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.
- 12.11 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 Residence Manager, which shall be at the College's absolute discretion.
- 12.12 You must not duplicate keys or give or lend Your keys to someone else.

### **13. PRIVACY AND ACCESS**

- 13.1 The Operator (or its employees, contractors or invitees) are entitled to come into the Room for any reasonable purpose, including:-
  - 13.1.1 to carry out routine cleaning;
  - 13.1.2 to check on Your welfare, if We are concerned about You;
  - 13.1.3 to carry out inspection, testing, maintenance or repair;
  - 13.1.4 to check You are meeting Your obligations;
  - 13.1.5 to carry out Your obligations if You fail to do so;
  - 13.1.6 to carry out a risk assessment;
  - 13.1.7 for any purpose reasonably connected with an investigation under any disciplinary policy; and
  - 13.1.8 any reasonable purpose connected with Your occupation of the Room.
- 13.2 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.
- 13.3 If the Operator does not give You notice in advance notice 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.

#### **14. YOUR USE OF THE ROOM AND RESIDENCE**

- 14.1 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.
- 14.2 You must keep Your Room in a clean and tidy condition.
- 14.3 You must not use any part of the Residence for illegal purposes, or for 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.
- 14.4 You must not keep any pets in Your Residence. Assistance Dogs and emotional support animals (as further described in the Emotional Animal Policy, which can be accessed using the link at Schedule 2 at the end of this Agreement) are permitted by prior arrangement with the Accommodation Office in line with the relevant policies (see Schedule 2 at the end of this Agreement for details of the Policy on Assistance dogs and Emotional Support Animal Policy).
- 14.5 The Residences referred to in Schedule 1 may have additional requirements that must be complied with by residents of these Residences. You must review these requirements, which will be available upon request in Your Residence, and ensure You comply with them.

#### **15. CONDUCT AND DISCIPLINARY**

- 15.1 You must at all times comply with the requirements of:-
  - 15.1.1 The Courtauld's Student Misconduct Policy;
  - 15.1.2 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.
- 15.2 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.
- 15.3 You must treat any of the College's, The Courtauld's or 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.
- 15.4 You must treat others living in the neighbourhood with proper consideration and respect.

## **16. APPEALS PROCEDURE**

- 16.1 If You do not agree with a 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.
- 16.2 If You do not agree with any other decision We make when exercising Our rights under this Agreement or Our Policies, You may appeal that decision by writing to the Associate Director of King's Residences using email address [kingsresidences@kcl.ac.uk](mailto:kingsresidences@kcl.ac.uk), within 5 Working Days of You being notified of the decision. The Associate Director of King's Residences and The Courtauld will consider Your appeal and decide whether to uphold or amend the decision. The Associate Director of King's Residences and The Courtauld will 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 and The Courtauld will be final.

## **17. COMMUNAL AREAS AND CLEANING**

- 17.1 The Operator will clean the Communal Areas and the cost of normal cleaning is included in the Residence Fee. If You and the other occupiers leave their Communal Areas in a worse condition than the Operator would reasonably expect, the Operator will charge You and the other occupiers for the reasonable 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 shall charge that person for all of the costs.
- 17.2 The Operator may temporarily suspend use of the Communal Areas to allow them to be properly cleaned or for any other reasonable reason determined by the Operator, including health and safety and welfare reasons.
- 17.3 You (and the other students who use them) must keep the Communal Areas reasonably tidy. You must not leave rubbish in the Communal Areas, except in any bins We provide. You should not put anything in the drains that is likely to block them.

## **18. SERVICES AND FACILITIES PROVIDED BY THE OPERATOR**

- 18.1 The Operator will use reasonable endeavours to:-
- 18.1.1 keep the structure of the Residence, the Communal Areas and contents within the Communal Areas clean, tidy, in reasonable repair and fit for use by You and other occupiers;
  - 18.1.2 keep in repair and reasonable working order the installations in the Residence for the supply of water, gas and electricity and for sanitation;
  - 18.1.3 ensure that the services at the Residence are kept in working order and to provide such heating as it considers adequate (acting reasonably), which may mean that, during warmer weather, the heating may be turned off; and
  - 18.1.4 keep the Communal Areas and any outdoor space clean and tidy.
- 18.2 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](http://www.universitiesuk.ac.uk) and [here](#). All of the College's Third Party accommodation is operated in accordance with the ANUK National Code of Standards for Student Accommodation.

## **19. YOUR RESPONSIBILITY AND DAMAGE**

- 19.1 The Operator will charge You for the reasonable cost of repair to Your Room if the repair is needed because You did not take proper care of Your Room, or You did not comply with these terms and conditions.
- 19.2 If repair is needed because You did not take proper care of Your Room 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.

- 19.3 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.
- 19.4 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.
- 19.5 You (and anyone You invite into the Room) must take reasonable care of the Room and its contents. Jointly with other occupiers of the Residence, You must take reasonable care of the Communal Areas and their contents.

## **20. SECURITY**

- 20.1 You must ensure that Your Accommodation and the Residence is left secure at all times. This includes, but is not limited to:-
  - 20.1.1 keeping Your key, key fob or key card with You at all times. Failure to carry Your keys requiring You to be let in by our staff may result in a charge being made to You to cover any reasonable costs incurred by Us in taking such action;
  - 20.1.2 never marking Your key, key fob or key card with Your address, copying them or giving them to anyone else;
  - 20.1.3 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;
  - 20.1.4 not letting anyone You do not know into the Residence;
  - 20.1.5 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
  - 20.1.6 producing Your King's ID card when requested to do so by a member of the Residence Team, the Operator or other members of College staff or Residence representative.

## **21. HEALTH AND SAFETY**

- 21.1 You must complete the Health and Safety induction before moving into Your Residence.
- 21.2 You must complete an electrical item registration form for ALL electrical items that You bring into the Room (or the Residence) prior to bringing the item into the Room.
- 21.3 You must never block a fire escape route.
- 21.4 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.
- 21.5 You must not alter or otherwise interfere with the internet installation in the Room.
- 21.6 In the event of any circumstances giving rise to public health and/or safety concerns which are also relevant to Your Accommodation (including an epidemic or pandemic such as Covid-19), You agree to follow all relevant legislation and any applicable policies or guidance issued relating to Your Accommodation.

## **22. INSURANCE**

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

- 22.2 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 <https://www.kcl.ac.uk/accommodation/living-with-us>. If You want additional cover, You must pay the insurer for it.
- 22.3 You should take out Your own personal possessions insurance if You have valuable items, for example a musical instrument.
- 22.4 The Operator or the College 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).
- 22.5 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 this Agreement (by giving notice in writing specifying the End Date), without any financial detriment to You.
- 22.6 If the Operator is unable to offer alternative accommodation, the Residence Fees (or an appropriate proportion as reasonably decided by Us) will be suspended until either the Room is made habitable again or We are able to offer alternative accommodation.

### **23. TRANSPORT AND PARKING**

- 23.1 Parking restrictions and restrictions on the storing of bicycles apply which You must comply with. Details of these restrictions will be displayed at the Residences. These regulations apply to Your Visitors as well as to You.
- 23.2 Under the terms of this Agreement, if You are 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 Multistorey Car Park opposite the Angel Lane Residence on Great Eastern Road.

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

- 24.1 This section sets out the process for asking Us if You may leave Your Room and end this Agreement early.
- 24.2 You may terminate this Agreement if You withdraw from Your course of study and You satisfy the following conditions:-
- 24.2.1 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
- 24.2.2 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.
- 24.2.3 and must be no sooner than 14 days after the date on which You submit the form); and
- 24.2.4 You have paid in full all of the Residence Fee due under this Agreement up to and including the End Date.
- 24.3 If You move out before the End Date, You will still remain liable for the Residence Fee to and including that date (or, if You have not satisfied the conditions set out in Clause 24.2, the final date of the Period of Residence).

24.4 If You wish to terminate this Agreement early without cause and You have identified a replacement occupier, You and Your proposed replacement should contact the Residence Team. Your proposed replacement must not be resident in one of King's Residences or party to a residences licence agreement with Us, and must provide such details to the Residence Team as they reasonably require in order to evaluate the suitability of the replacement. If We consider (in Our absolute discretion) that Your chosen replacement is suitable, We will agree to the termination of this Agreement provided that (i) You have paid all of the Residence Fee due under this Agreement up to and including the End Date; and (ii) Your chosen replacement enters into a residences licence agreement on terms acceptable to Us under which they will be responsible for payment of the Residence Fee (or such fees as We and the proposed replacement may agree) from the day following the End Date; and (iii) You vacate the Accommodation on or before the End Date. You must not give the keys or any key cards to the Accommodation or Residence to the proposed replacement.

## **25. MOVING ROOMS**

25.1 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 Accommodation Office. If You are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.

25.2 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 Accommodation Office on a case by case basis.

25.3 We reserve the right to move You to similar alternative accommodation in any circumstances including, but not limited to, the following:-

25.3.1 for reasonable management reasons (eg where there is excessive demand for a Residence resulting in oversubscription prior to the start of the Period of Residence or where we consider, acting reasonably, that we need to carry out works to the Room or Residence or where the Room or Residence is unfit for occupation or where the Period of Residence includes the Christmas, Easter and/or Summer vacations and the Residence is not fully occupied during the vacation or where an event arises which is outside of Our control); or

25.3.2 where we reasonably consider that, because of your behaviour, it is necessary to move You from the Room to protect your well-being or the well-being of others or to prevent damage to the Room.

25.4 If we request You to relocate:-

25.4.1 we will 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; and

25.4.2 if the similar alternative accommodation is not satisfactory to You (acting reasonably), You may terminate this Agreement. If You wish to do so, You must give the Accommodation Office written notice of this no later than seven days after the date of the written notice that we have given to You under Clause 25.4.1. The Agreement will then end on a date seven days after your notice to terminate was given to Accommodation Office, or such other date as You may agree with the Accommodation Office (acting reasonably). You will be refunded any Residence Fee You have paid in respect of the period after the termination date.

25.5 If You do not move out of the original Room following a request by us to do so, we can take legal action to force You to move out.

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

26.1 Your Agreement with Us is a licence and 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.



- 26.2 You must:-
- 26.2.1 leave Your Room and take all of Your personal possessions from it by 10am on the last day of Your Period of Residence;
  - 26.2.2 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); and
  - 26.2.3 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.
- 26.3 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 24 above, You must still pay the Residence Fee for the whole of the Period of Residence.

## **27. OUR RIGHT TO END THIS AGREEMENT EARLY**

- 27.1 We may terminate this Agreement at any time for any of the following reasons:-
- 27.1.1 If You fail to pay Us any Residence Fee 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);
  - 27.1.2 If You in any way misuse or deliberately damage equipment, signs or systems for fire prevention or detection, health and safety, or security;
  - 27.1.3 If You have in Your possession, controlled drugs that it is illegal to possess;
  - 27.1.4 If Your health or Your behaviour puts the health, safety or welfare of other people, or Yourself, at serious risk;
  - 27.1.5 If Your behaviour puts property belonging to Us or to others at serious risk;
  - 27.1.6 Any Operator decides to reject or deny You accommodation in a Residence;
  - 27.1.7 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 these terms and conditions in a way that has a serious impact on Us or other residents or neighbours;
  - 27.1.8 If You allow someone other than a Visitor permitted under this Agreement to stay in Your Room; or
  - 27.1.9 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.
- 27.2 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.
- 27.3 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.

## **28. OUR LIABILITY TO YOU**

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

- 28.2 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.
- 28.3 We do not accept liability for damage to property or possessions unless the damage occurred due to our negligence (including the negligence of Our staff). Our liability to You for damage to Your property or possessions is a maximum of £1,000 per item, and a maximum of £3,000 in aggregate.
- 28.4 The Operator, the College and The Courtauld is not liable for things which are outside of its reasonable control, such as severe weather conditions, equipment or power failures, mechanical breakdown, internet outage, intruders or other residents behaving inappropriately, 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.
- 28.5 We have the right to carry out any alterations or building works at the Accommodation, 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.

## **29. COMPLAINTS**

- 29.1 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:-
- 29.1.1 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, You may have recourse under that Policy to appeal.
- 29.1.2 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 Policies in Schedule 2 or The Courtauld's Student Complaints Policy.

## **30. DATA PROTECTION**

We will process Your personal data in accordance with applicable data protection legislation. Our Student Data Collection Notice, a link to which can be found in Schedule 2, explains what data We might hold about You, how We use it, who We might share it with and the reasons for doing that.

## **31. MISCELLANEOUS**

- 31.1 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.
- 31.2 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](mailto:kingsresidences@kcl.ac.uk), otherwise it may be difficult to prove whether a notice was sent or received.
- 31.3 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

### OPERATORS

Hall	Address	Operator	Contact Number	Email	Maintenance/Reception/Security
Angel Lane	2 Angel Lane, London E15 1FF	Unite Group	0117 302 7423	<a href="mailto:Angel.Lane@unitestudents.com">Angel.Lane@unitestudents.com</a>	Use the Contact Telephone Number or Email Address. Out of hours emergency number 03003031611
Atlas	52 South Lambeth Road, Vauxhall, London, SW8 1DN	Downing Students	0207 582 2288	<a href="mailto:atlas@downingstudents.com">atlas@downingstudents.com</a>	Use the Contact Telephone Number or Email Address
Canada Water	1 Mulberry Walk, London, SE16 6BL	Scape	02079 526151	<a href="mailto:hello.canadawater@scape.com">hello.canadawater@scape.com</a>	Use the Contact Telephone Number or Email Address

## SCHEDULE 2 POLICIES

Accommodation Policy – <https://www.kcl.ac.uk/policyhub/residences-accommodation-policy>

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

Insurance Policy:- <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>

College Regulations:- <https://www.kcl.ac.uk/about/governance-policies-and-procedures>

Student in Residences Disciplinary Policy:- <https://www.kcl.ac.uk/policyhub/residential-disciplinary-policy>

How to pay for your accommodation:- <https://www.kcl.ac.uk/student-fees/residence-fees>

Student complaints procedure:- <https://www.kcl.ac.uk/professional-services/student-conduct-appeals>

Cancellation Policy:- <https://www.kcl.ac.uk/policyhub/residences-cancellation-policy>

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

Room Swap Policy:- <https://www.kcl.ac.uk/accommodation/living-with-us/contract-change>

Room Transfer Policy:- <https://www.kcl.ac.uk/accommodation/living-with-us/contract-change>

Under 18 Policy:- <https://www.kcl.ac.uk/policyhub/residences-under-18-students-policy>

Guidance on Bullying and Harassment for Students:- <https://www.kcl.ac.uk/policyhub/bullying-harassment-policy>

Criminal Conviction Process:- <https://www.kcl.ac.uk/policyhub/residences-criminal-record-disclosure-procedure>

Emotional Animal Policy:- <https://www.kcl.ac.uk/accommodation/asset/policies/kings-residences-esa-policy.pdf>

Assistance Dog Policy:- <https://www.kcl.ac.uk/policyhub/assistance-dogs-policy>

Non-Academic Misconduct Guidance:- <https://www.kcl.ac.uk/policyhub/non-academic-misconduct-policy>

Student Misconduct Policy (The Courtauld):- <https://courtauld.ac.uk/current-students/student-and-academic-policies/courtauld-student-policies/student-policies-and-regulations-2024-25/>

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