

## College Accommodation Licence (2020–2021)

This agreement when accepted by you contains obligations which are legally binding on you and you will be agreeing to pay the Licence fees in full and to abide by the terms of this Licence for the period of the agreement. You should therefore read the terms and conditions of this Licence agreement carefully before accepting the offer of accommodation. Your attention is drawn in particular to the parts relating to charges you will or might be asked to pay (see clauses 1.8, 8, 9, 12, 14 to 18 (inclusive) below) and to the circumstances in which you might be required to leave the accommodation early (see clause 18 below).

This Licence consists of:

- the offer of accommodation which the College has made to you;
- the terms and conditions in this document (including the Covid-19 Schedule at Schedule 1);
- the Covid-19 Rules applicable to your accommodation, as amended from time to time
- the latest version of the College’s “Living Guide – Halls Accommodation”;
- the College’s Departure Rules, Room Move and Notice to Quit Policy :  
<https://www.imperial.ac.uk/study/campus-life/accommodation/current-residents/policies-and-guidelines/transfer/>
- the College’s Accommodation Privacy Policy:  
<https://www.imperial.ac.uk/study/campus-life/accommodation/current-residents/policies-and-guidelines/privacy-policy/>

These documents all form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes these documents.

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedule, the provisions in the Schedule shall prevail.

If there is any conflict or ambiguity between the terms of the documents, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

You should read all these *carefully* before accepting the offer of accommodation.

Your Living Guide - Halls Accommodation is available to view online:

<https://www.imperial.ac.uk/media/imperial-college/current-students/accommodation/public/Living-Guide-2020-21.pdf>

The College’s Accommodation Privacy Policy is available to view online.

<https://www.imperial.ac.uk/study/campus-life/accommodation/privacy-policy/>

## Terms and Conditions

### 1. Your Accommodation Licence

1.1. Imperial College of Science, Technology and Medicine (the **College**) offers two different College accommodation licence types in 2020-2021

- A *38 week licence* provides accommodation over the first, second and third Accommodation Sessions set out in clause 1.2 (applicable for undergraduates); and for returning undergraduate students at Evelyn Gardens.
- A *51 week licence* provides accommodation over the first, second, third and fourth Accommodation Sessions set out in clause 1.2 (applicable for postgraduate students at Silwood Park)

Both licence types include accommodation during the Christmas and Easter vacations.

- 1.2. Accommodation sessions 2020-21 for College accommodation (each an **Accommodation Session**) are as follows:
- a. Session 1: 3 October 2020 to 8 January 2021 inclusive (14 weeks);
  - b. Session 2: 9 January 2021 to 23 April 2021 inclusive (15 weeks);
  - c. Session 3: 24 April 2021 to 25 June 2021 inclusive (9 weeks);
  - d. Session 4: 26 June 2021 to 24 September 2021 inclusive (13 weeks)

(the Accommodation Sessions covered by your Licence together form your **Accommodation Period**).

- 1.3. Please note that this Licence is for a place in College accommodation and not for a specific accommodation or hall/residence. The College reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of its accommodation. Where you are required to move, the College will take all reasonable steps to ensure that you are allocated alternative accommodation of a similar standard within the same hall/residence. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different hall/residence.
- 1.4 A contract (**Licence**) is formed between you and the College on the terms and conditions of this agreement when you accept the offer of accommodation made by the College and shall continue, unless terminated earlier under clauses 17 or 18, at the end of the Accommodation Period.
- 1.5 For the avoidance of doubt, unless you are a carer, you may only enter this Licence and reside in the accommodation if you are registered as a full time student at the College during the whole Accommodation Period. If for any reason you are not registered as a full time student at the College or a carer, for any part of this Accommodation Period, the College reserves the right to ask you to vacate the accommodation without question.
- 1.6 The total fee payable by you for your stay in the accommodation during the whole Accommodation Period will be advised in the offer of accommodation (**Licence Fee**). Upon acceptance of your offer of accommodation, you will be sent an invoice for the fees relating to your first Accommodation Session.
- 1.7 If you wish to cancel your Licence prior to the start of the Accommodation Session you have accepted, you must inform the Student Hub of this in writing. The contact details of the Student Hub can be found at:

<https://www.imperial.ac.uk/student-hub/contact-us/>

- 1.8 If you inform the Student Hub in writing, that you wish to cancel the Licence prior to the start of Accommodation Session you will be arriving, the following charges will apply:

Cancellation Notice Received by the College	Charge
Less than 7 calendar days after accepting an offer but at least 14 calendar days prior to the start of the Accommodation Session you are due to arrive.	No Charge
7 days or more after accepting an offer but at least 14 calendar days prior to the start of Accommodation Session you are due to arrive.	Licence Fee pro-rated for 2 weeks
Less than 14 calendar days but at least one calendar day prior to the start of Accommodation Session you are due to arrive.	Licence Fee pro-rated for 4 weeks

**Accordingly, please note that:**

- you will not incur a charge if you inform the Student Hub in writing of a cancellation **less than 7 calendar days** after accepting an accommodation offer and on condition that there are at least 14 calendar days prior to the start of Accommodation Session that you will be arriving and
- if you fail to cancel your booking before (or indeed accept an offer of accommodation after) 9.00am the day before the start of Accommodation Session you will be arriving, **you will be liable to pay for the full Licence Fee** and you will only be able to terminate the Licence by following the procedure set out in clause 17 (Early termination of the Licence by you).

1.9 In all College accommodation, the following charges are included in the Licence Fee:

- a. Gas and electricity charges (subject to reasonable usage - please see clause 1.10 below for further details about heating);
- b. Connection to the relevant broadband network for access to the internet (subject to reasonable usage);
- c. Connection to any telephone service which may be provided in your accommodation (at the College's discretion). Please note that you will be liable for all call charges made using any such service;

1.10 In halls/residences where students are able to control the heating in their accommodation, the inclusion of gas and electricity in the Licence Fee is subject to reasonable usage by the student who is encouraged to act in an environmentally responsible way. In other halls/residences, where the heating is controlled centrally and students are not able to alter the heating in their accommodation on an individual basis, the College will use its reasonable endeavours to ensure that a reasonable internal temperature is maintained at all times in the accommodation.

## **2. Inventory**

- 2.1 At the start of the Accommodation Period an inventory will be made by the College (or its nominees) of the fittings, furniture and other contents within the accommodation. The inventory should be checked and signed by you on arrival and returned to the hall/residence staff within seven days from the date you received it to enable the College to note any discrepancies. You should retain a copy of the inventory for your records.
- 2.2 You are not allowed to remove any of the furniture or fittings provided in the accommodation.

## **3. Cleaning**

- 3.1 You are responsible for keeping your accommodation in a clean and tidy state.
- 3.2 Notwithstanding clause 3.1, the College will make such arrangements from time to time as it (in its discretion) deems reasonable to clean the accommodation (except for couple/family accommodation which will not receive a cleaning service) and you should refer to any notices or rotas displayed in your hall/residence for the provision, frequency and timing of any cleaning arrangements as well as for any cleaning procedures, guidelines and responsibilities.

- 3.3 Please note that, to the extent that any cleaning services are provided in your hall/residence, such cleaning services will be reduced during College closure periods (Christmas and Easter) and on public holidays.

#### **4. Health**

- 4.1 You are encouraged to register with a local NHS doctor. For more information please read:

<https://www.imperial.ac.uk/student-support-zone/your-health/doctor-and-dentist/>

and/or speak to the Residential Support/Services team.

- 4.2 Without prejudice to the generality of clause 1.3 above, in the event that the College believes that you have contracted an infectious disease which it believes poses a health risk to other residents, the College may require you to move to alternative accommodation until it is satisfied that the risk has subsided.

#### **5. Use of accommodation**

- 5.1 The maximum occupancy of your accommodation is determined at the time of booking and you shall not exceed this number. The accommodation may only be used for your personal living accommodation and not for business or any other use.
- 5.2 No pets or other animals other than assistance dogs may be kept in or around the accommodation.
- 5.3 You agree not to use the accommodation provided for any immoral or illegal purpose. If you are found to be acting in such a manner your actions will be seen as a serious disciplinary offence.
- 5.4 You agree not to sublicense (without our agreement) or share the accommodation, or to allow any guests to stay in the room in your absence under any circumstances (this does not prevent you sharing couple/family/shared accommodation with an individual approved by the Student Hub).

Please note that any breach of the requirements set out in this clause 5 will be treated as a serious disciplinary offence which may lead to a referral to the Residence Tribunal or College Discipline Committee and as a material breach which may result in the termination of this Licence.

- 5.5 If you are a student in a shared (twin) room and the student you are sharing with moves from the accommodation we will (at the College's discretion) either:
- Provide the remaining bed space to another student (subject to reference checks); or
  - Vary your accommodation allocation in accordance with clause 1.3; or
  - If so requested by you, allow you to remain in the accommodation on a single occupancy basis (subject to you agreeing to pay an increased Licence Fee to reflect such single occupancy basis as determined by the College).

#### **6. Hall/Residences rules**

- 6.1 Enforcing discipline within halls/residences is primarily the responsibility of the Residential Support/Services team. This will include enforcing this Licence in addition to other rules which may apply to your own particular hall/residence and which will be provided to you when you have been allocated to a hall/residence or notified to you from time to time. The Residential Support/Services team may escalate such matters as appropriate. If you wish to complain about any decision of the Residential Support/Services team please follow the procedures set out in *Ordinance E3 Procedure for Dealing with Complaints by Students*

<http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters/ordinances/students/>

- 6.2 We remind you that you are subject to the College's disciplinary codes and that hall wardens and other College personnel have disciplinary powers under *Ordinance E2 Code of Student Discipline*

<http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters/ordinances/students/>

You have the right to appeal against a decision in relation to disciplinary offences as set out in *Ordinance E2 Code of Student Discipline*.

- 6.3 The following rules apply to all College accommodation:

- a. You must observe all fire safety and evacuation procedures in operation within your hall/residence.
- b. Do not compromise the safety of yourself or others. This includes but is not limited to the following:
  - i. never prop open fire doors, especially kitchen doors;
  - ii. never tamper with fire safety equipment (which is a criminal offence);
  - iii. never throw or let objects fall from the building or enter prohibited areas of the building;
  - iv. always ensure that the floor in your accommodation is kept free from any obstruction, clutter or hazard: this is for the benefit of you, your guests and others who may enter your accommodation from time to time; and
  - v. if you identify any item within your hall/residence which you think is unsafe or may be a hazard, you must contact the hall/residence staff immediately (communal areas are the responsibility of all residents).
- c. Do not make excessive noise (e.g. playing musical instruments, music systems or amplified instruments loudly, shouting etc.) at any time. Between 23.00 and 07.00 hours, no noise whatsoever should be audible outside your room. Such noise is very disruptive for neighbours both within and outside halls/residences and is regarded as a serious disciplinary matter and as a material breach of this Licence.
- d. Respect the rights and needs of your fellow residents and the neighbours.
- e. Do not use drawing pins or blu-tack or any other item which will mark the walls anywhere within the College accommodation. Use the notice boards in your room, where provided. You will be charged for any cost incurred in remedying any damage caused to the painted walls in your room.
- f. Do not allow uninvited strangers to enter the hall/residence, do not allow tailgating and do not leave any external doors open.
- g. All College accommodation is designated as no smoking. Smoking is only permitted in designated external areas.
- h. Illegal acts in halls/residences, e.g. use and/or possession of prohibited drugs, will lead to a referral to a Residence Tribunal and to the police.
- i. Firearms and weapons (including swords, air guns and air pistols) are strictly forbidden in the halls.
- j. Bicycles and motorcycles may not be stored anywhere within your accommodation or anywhere within the hall/residence, other than in designated bicycle storage areas. (Note we cannot guarantee that bicycle storage areas will be provided or that there will be sufficient space in any bicycle storage area for your bicycle.) If you do bring a bicycle, we suggest that you lock it with an appropriate D-lock to reduce the risk of theft.
- k. Cycling, rollerblading and ball games are not permitted in halls/residences or on any College footpaths or gardens.
- l. You must ensure that you are aware of and comply with all regulations regarding the use of IT facilities in halls/residences.
- m. The downloading or distribution of pornographic or copyright material is strictly prohibited and will result in disciplinary action. Other restrictions on the level and type of internet usage or otherwise may be imposed.

- n. You must promptly give to the hall/residence reception a copy of any notice received concerning the accommodation or any neighbouring property.
- o. You must comply with all rules and regulations made by or on behalf of the College or accommodation provider relating to your use of the accommodation and notified to you from time to time in writing including but not limited to the College's Covid-19 Rules applicable to your accommodation as amended from time to time.

## 7. Electricity

- 7.1 Electrical appliances must be used carefully. The use of gas and liquid fuel heaters, candles, kettles, irons, rice cookers and cooking appliances is prohibited in accommodation bedrooms. Such items may be used in other parts of the hall/residence only where provided by the College for this purpose or where specific approval has been provided by the Residential Support/Services team. Please note that it is your responsibility to ensure that your appliances are not used by any other residents in the kitchens. Electric fires and heaters must not be used in the accommodation unless provided by the College for such use. Refrigerators are only allowed in accommodation bedrooms in special circumstances and when permission is given or when provided by the College in designated halls/residences for such use.
- 7.2 You agree:
  - a. Not to wire more than one appliance into one electrical plug.
  - b. Not to plug electrical appliances into light fittings.
  - c. Not to use multiple adaptors in a single socket (as there is a danger of overloading the circuit.)
  - d. Only to plug electric shavers into the transformer sockets where fitted.
  - e. Only to use purpose made leads with electric kettles where used in kitchens (which are short and designed to prevent scalding).
  - f. Not to use electrical extension leads.
  - g. Not to interfere with the electrical distribution boards in the hall/residence or attempt to replace blown fuses.
  - h. Not to put nails into any of the walls.
  - i. Never to remove light bulbs from their fittings (report any faults to the hall/residence staff).
  - j. Not to make any alteration to the IT, mains or telephone wiring in the accommodation or, without the College's prior consent, to install any radio or television aerial or other wiring or make any attachment to the accommodation in connection therewith.
- 7.3 The College annually tests all its own portable equipment. Students' personal equipment is **NOT** routinely tested. You are therefore responsible for checking it to ensure that it is safe to use in your hall/residence. You might be required to provide the hall/residences staff with full details of any equipment including manufacturer, type of equipment, loading and whether it complies with relevant standards.
- 7.4 The College reserves the right to refuse permission for you to use particular electrical items. This includes e-cigarettes and the use of Schuko plugs is strictly prohibited. A full list of prohibited items can be found in your "Living Guide".
- 7.5 The College reserves the right to remove, destroy or disable any equipment which it deems unsafe. Where practicable this will be discussed with you before any action is taken.

## 8. Defects and Damage

- 8.1 If you become aware of any defects in or damage to College halls/residence (whether or not caused by you and whether or not in your accommodation), you must report this immediately to the hall/residence reception (or as otherwise directed).

- 8.2 You accept full financial liability for any loss or damage you or your guests may cause to property within the hall/residence or to the College accommodation including any cleaning costs.
- 8.3 You authorise the College to charge you any costs it incurs to carry out any repairs or replacement in respect of loss of damage referred to under clause 8.2. The College reserves the right to apply these charges against the card used to pay for your stay at the accommodation. The College will send you a breakdown of these charges within 14 days of your departure.

## **9. Keys and access**

- 9.1 You must not duplicate any keys issued to you or use the keys otherwise than in accordance with the purpose for which they were issued.
- 9.2 If you lose your keys, you will be charged for the cost of a replacement.
- 9.3 You must not leave your accommodation without your key. If you lock yourself out of your accommodation, the College (or its nominees) will take steps to arrange to provide you with access to your accommodation within a reasonable period. Other than in exceptional circumstances, you will be charged any costs reasonably incurred by the College as a result.
- 9.4 Keys must be returned to the hall/residence reception when vacating the accommodation in accordance with clause 16.1. If you fail to return keys by the allocated time, you will be charged the cost of obtaining replacement keys or if reasonably necessary, the cost of changing locks (including labour charges). In the event the non-return of the keys results in an incoming student being delayed, the College may charge for you for further costs incurred by the College as a result.
- 9.5 The College reserves the right to enter (or for its nominees to enter) your accommodation at reasonable times and subject to reasonable notice to make periodic checks, or for any other reasonable purpose. In exceptional circumstances, where urgent entry is deemed appropriate, the College reserves the right to enter (or for its nominees to enter) your accommodation at any time without notice.

## **10. Non-residents and visitors**

- 10.1 Subject to clause 5.1 and any accommodation rules to the contrary, you may have day guests in the accommodation between 08.00 and 23.00 only. You accept responsibility for the actions and behaviour of your guests, including any damage they cause as if they are your actions or behaviour, or damage you caused.
- 10.2 Overnight guests are not permitted in halls/residences unless expressly permitted by the Residential Support/Services team or otherwise expressly permitted in your hall/residence rules.
- 10.3 The College reserves the right to refuse admission to any non-resident and/or to require any non-resident to leave the accommodation and/or hall/residence.

## **11. Room Move**

- 11.1 The College has reserved the right to require you to change rooms within the hall/residence, or in exceptional circumstances, to move to an accommodation in a different hall/residence at any point during the Licence Period (see clause 1.3).
- 11.2 You are not entitled to swap accommodation with another student, but if the College permits you to move room this shall be conditional on you agreeing to comply with the College's Room Move and Notice to Quit Policy

## **12. The Licence Fee**

- a. The Licence Fee is the relevant fee specified advised in your offer of accommodation and must be paid in full for the full Accommodation Period unless otherwise indicated in this Licence.
- b. You agree to pay the fees relating to each Accommodation Session in advance of each Accommodation Session upon receipt of an invoice or at least 24 hours prior to the start date of that Accommodation Session (whichever is earlier). Please note you will not be admitted to the accommodation if you fail to make payment in full prior to the start date of the relevant Accommodation Session as directed. Failure to do so will be deemed to be a material breach of the Licence.
- c. Invoices are issued prior to the start of each Accommodation Session via email. Students who take up residence part way through an Accommodation Session will be invoiced for the remainder of that Accommodation Session. The Accommodation Session 1 and Accommodation Session 2 invoices will include payments for the Christmas and Easter vacation periods respectively. An invoice will be raised in June to cover Accommodation Session 4 if you have a 51 week licence.
- d. Should you not pay your Licence Fee or other sums due under the terms of this Licence and without prejudice to clause 18 below, the College will take all necessary legal action to recover the debts and the cost of doing so may be passed on to you. This action may result in a County Court Judgment (CCJ) being registered against you for the full sum of the debt plus costs incurred as a result of this action.
- e. It is imperative that, should you anticipate having any problems with payment of all or part of the Licence Fee or any other sums due under this Licence, you should contact the Student Hub as soon as possible to discuss your options.
- f. If you are moving into College accommodation accompanied by a carer, you will be responsible for your Licence Fee as well as the licence fee for your carer's accommodation. If your carer's accommodation is being paid for by another person (e.g. a sponsor), you must provide proof of financial support in the form of a letter of sponsorship on headed paper. The letter should include the following information:
  - The carer's name along with your name (i.e. the student who they will be assisting)
  - The hall/residence for which they have been offered a place
  - The amount of fees which will be paid by the carer's sponsor
  - The Session that the fees will be covering
  - The address to which the relevant invoice(s) should be sent
  - Confirmation that the fees will be paid directly to the College

12.7 Where you are a carer, your Licence will terminate automatically on termination or expiry of the accommodation licence for the student under your care, or in the event you stop being the student's carer, whichever is earlier. Termination of the carer's Licence will be in conjunction with the termination of the relevant student's Licence.

### **13. Personal Data Usage Information**

13.1 The College collects, stores and uses your personal data in accordance with the College's Privacy Notice for Students and Prospective Students available at <http://www.imperial.ac.uk/students/terms-and-conditions/registration/>

and the College's Accommodation Privacy Policy set out at:

<http://www.imperial.ac.uk/study/campus-life/accommodation/privacy-policy/>

13.2 All data processing will be carried out in compliance with the applicable data protection laws.

### **14. Charges for late payment**



14.1 If you fail to pay the Licence Fee at the times and in the manner specified, the College is entitled:

- a. to damages for breach of the Licence; and
- b. where the payment is more than 14 days overdue, to levy interest by applying, in relation to each day after the due date for which the Licence Fee remains unpaid, an annual percentage rate of 3% above the Bank of England base rate to the amount of Licence Fee that remains unpaid at the end of that day.

14.2 The charges referred to in clause 14.1.a and other charges in this Licence (other than the Licence Fee) will be fixed at amounts which the College considers reflect the cost or loss to the College. If a student considers that, in his or her particular case, a charge made to them does not reasonably reflect that cost or loss in that instance, the student may appeal that charge by referring it to the Head of Residential Services & Support Operations and, if still unresolved, to the Director of Campus Services.

## **15. Charges payable to public authorities**

You agree to pay directly to the relevant public authorities any additional charges for which you may be liable (e.g. TV Licence, Council Tax etc). In the event that the College becomes liable for any such charges as a result of your accommodation under this Licence, the College is entitled to recover these charges from you.

## **16. End of Accommodation Period and Licence**

16.1 You should comply with the College's Departure Rules and must make sure that the doors are locked and the windows in your accommodation are firmly closed when you leave. In the event that doors or windows are left open, you will be charged for repairing any damage caused. Professional cleaners will be engaged where cleaning does not meet the standards required by the College and you will be charged for the costs of engaging such professional cleaners.

16.2 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after the end of the Licence shall remain in full force and effect.

16.3 You should remove all your belongings from your accommodation/halls by the end of the Accommodation Period. In the event you do not, the College may remove and at the College's discretion either store or dispose of any remaining belongings, after giving you at least 14 days' written notice, addressed to you at the forwarding address provided by you or in the absence of any forwarding address, after the College has taken reasonable steps to trace and notify you. After this time the College may consider the items to be abandoned. You will be responsible for meeting all reasonable removal, storage and/or disposal charges.

## **17. Early Termination of the Licence by you**

17.1 The College may, at its discretion, release you from the Licence where you are subject to exceptional circumstances. Exceptional circumstances can include serious illness, major personal problems, and limited academic reasons. Transferring to writing-up status will **NOT** constitute exceptional circumstances.

17.2 You may also terminate this Licence prior to the start of the Accommodation Period under clauses 1.7 and 1.8. If you decide to terminate the Licence and you are not entitled to do so under any of the provisions set out in clauses 1.8 and 17.1 then the College will take reasonable steps to mitigate the loss caused by the termination, for example, by trying to re-license your accommodation. Any replacement student must be eligible for College accommodation and must be approved by the Student Hub. In considering whether to give its approval, the Student Hub will act reasonably and will take into account all the circumstances including whether the replacement student already has College accommodation and his or her financial ability to take a licence for your accommodation. In

the event that your accommodation is re-let, you will receive an appropriate reimbursement in respect of Licence Fee you have paid (the refund will be calculated pro-rata in relation to the new tenant's period of residence), subject to a deduction in respect of any other sums you still owe to the College.

17.3 If you wish to terminate your Licence after the start of the Accommodation Period, under the provisions set out in clause 17, then you must do the following:

- a. complete the Notice to Quit Form (which can be requested from the Student Hub);
- b. return this form to the Student Hub either in person or via recorded delivery; and
- c. comply with the College's Departure Rules . You should note that until the accommodation has been re-licensed under clause 17.2, (without prejudice to any reimbursement rights you may have as provided for in clause 17.2) you will be liable for the Licence Fee corresponding to the remainder of the Accommodation Period.

17.4 It is important to remember that if you terminate your Licence in line with the process set out in clause 17.3 above:

- a. You will not be permitted to remain in the accommodation after the departure date specified in your Notice to Quit Form; and
- b. It is unlikely that you will be permitted to have College accommodation in the future.

## **18. Early Termination of the Licence by the College**

18.1 The College is entitled to terminate this Licence if:

- a. you commit a material breach of this Licence and (in the case of a material breach which is capable of remedy) having received notice from the College requiring you to remedy the breach within a reasonable period, fail to remedy that breach within the timeframe specified. The College will usually give at least 4 weeks' notice to remedy the breach but the length of the notice will depend on the seriousness and nature of the breach and, in some cases, may need to be complied with immediately;
- b. you are repeatedly or persistently in breach of the Licence, and having received notice from the College that it will terminate your Licence upon further breach, if you further breach the Licence;
- c. any payment due under this Licence is at least 30 days late and you have then failed to make the payment having been given 14 days' notice by the College;
- d. you cease to be a full-time registered student of the College. You must inform the Student Hub in writing if you cease or expect to cease to be a full-time registered student of the College during the term of the Licence. Persons who are no longer registered College students are ineligible to reside in College student accommodation, so if you cease to be a full-time registered student of the College you will be required to fully vacate College accommodation.

18.2 If the College intends to terminate the Licence, the College will serve you with a 28 day written notice in accordance with the Protection from Eviction Act 1977 (where applicable). If you fail to vacate the accommodation and/or pay any outstanding arrears, the College may take court proceedings to recover both the accommodation costs and the outstanding sums and the court may make an order that you pay the College's costs of those proceedings.

## **19. Licence fee refunds**

If you think you are entitled under this Licence to a refund of all or part of your Licence Fee enquiries should be directed to the Student Fees Credit Control Team at the South Kensington Campus.

## **20. Other letting conditions**

- 20.1 The College does not accept liability for any loss, damage or expense incurred by you due to circumstances outside its control (including loss of or damage to your personal belongings). The College is not liable for any consequential loss whatsoever.
- 20.2 The College's liability (other than for death or personal injury due to its negligence) shall, in all circumstances, be limited to the total Licence Fee payable under this Licence.

## **21. Variation of 51 week licences to exclude field trips (applicable only to postgraduate students at Silwood Park)**

- 21.1 If you hold a 51 week Licence (postgraduates at Silwood Park only) and are required to be away from the College on a field trip, project, or placement at any time between 1 March and 1 August, the College may, at its discretion, agree to vary the Licence to exclude any one period (the "**Excluded Period**") provided that:
- a. the field trip, project or placement has been formally approved by your senior tutor or supervisor in writing and is necessary to your studies; and
  - b. the Excluded Period is a whole number of weeks, with a minimum of 4 and a maximum of 12 weeks.
- 21.2 If you wish to vary your Licence under the provisions set out in clause 21.1 above you must do the following:
- a. Complete the Notice of Field Trip Form (available from the Student Hub); and
  - b. Return the Notice to the Student Hub (PhD students should return the Notice to the Student Hub either in person or via recorded delivery before the end of the Autumn Session; MSc students should return the Notice to the Student Hub either in person or via recorded delivery before the end of February); and
  - c. If the College accepts your application to vary your Licence, you should comply with the College's Departure Rules.
- 21.3 If the College accepts your application to vary your Licence, it will countersign and return the Notice to you. Once this has been completed, the Licence will have been varied to exclude the Excluded Period stated in the Notice and you will not be able to revoke this at a later date, other than in exceptional circumstances.
- 21.4 If you have varied your Licence under the provisions of this clause, you must leave your room in such state as is required at the start of the Excluded Period. The inventory will be checked by the College at the start of the Excluded Period and a new inventory will be made by the College (or its nominees) at the end of the Excluded Period. You will be required to check and sign the new inventory and return this to the Hall reception within seven days from the date you received it. Charges will be levied for cleaning etc. as appropriate as if the Accommodation Period was at an end.
- 21.5 Your liability to pay the full fee for each Accommodation Session remains unchanged. However, provided that you have correctly followed the procedure in clauses 21.2 and 21.4 above and College accepts your application, you will be entitled to receive a refund of any part of the Licence Fee that relates to the Excluded Period.

## **22. General provisions and interpretation**

- 22.1 **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Licence.
- 22.2 **Third parties.** This Licence does not create any right enforceable by any person not a party to it.

- 22.3 **Name and Logo:** You shall not use the College's name, crest, logo or registered image for any purpose without the express permission of the College.
- 22.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 22.5 **Illegal/Unenforceable Provisions:** If any part or any provision of this agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this agreement to the extent of such invalidity or unenforceability. The remainder of this agreement shall continue in full force and effect and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
- 22.6 **Waiver of Rights:** No failure to exercise or delay in the exercise of any right or remedy which the College may have under this Licence or in connection with this Licence shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 22.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 22.8 Any reference to the giving of consent by the College requires the consent to be given in writing, signed by the College.
- 22.9 **Law and jurisdiction.** This agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

## SCHEDULE 1

### Covid-19 Schedule to College Accommodation Licence (2020–2021)

#### Accommodation Licences

- A. Due to the change in arrangements caused to COVID-19 , the College is offering a wider range of licence types for academic year 2020-21 (subject to availability and eligibility):
- i. a *24 week licence* which provides accommodation over only the second and third Accommodation Sessions set out in clause 1.2 of the main body of the Licence – except as set out in clause 2 of this schedule, this is treated as a 38 week licence under the main agreement;
  - ii. a *37 week licence* which provides accommodation over the second, third and fourth Accommodation Sessions set out in clause 1.2 of the main body of the Licence – except as set out in section 2 of this schedule, this is treated as a 51 week licence under the main agreement; and
  - iii. a shorter licence from the start of the first Accommodation Session set out in clause 1.2 of the main body of the Licence until the end of the Accommodation Period stated on your offer.
- B Licences under sections 1.1 and 1.2 of this Schedule include accommodation during the Easter vacation but not during the Christmas vacation. Licences under section 1.3 of this Schedule do not include accommodation during the Easter vacation period and may include accommodation during the Christmas vacation depending on the Accommodation Period stated in your offer.

#### Health and Safety

- C You must promptly notify
- i. your Hall Duty Warden and/or Hall staff; and
  - ii. the Student Hub

if you have symptoms of, or suspect you may have, COVID-19 or in the event that you are required under current UK Government COVID-19 guidance to shield, isolate or quarantine.

- D You agree during your Accommodation Period:
- i. to follow the UK Government's latest COVID-19 guidance relating (but not limited) to social distancing, quarantine and isolation;

- ii. to respect the safety of College staff and other people living in your accommodation/hall by making every reasonable effort to minimise the risk of the spread of COVID-19;
- iii. to follow any special rules and procedures relating to COVID-19 for your accommodation/hall which you are notified about (which might include a requirement to wear a face covering); and
- iv. to follow any reasonable instructions given by College staff relating to how to practice social distancing or isolation in your accommodation/hall.

E. The College will make reasonable endeavours to ensure that its staff and other residents in your accommodation/halls abide by the College's rules and procedures relating to COVID-19 and the UK Government's latest COVID-19 guidance.

### **Cleaning and Maintenance**

F. Clause 3 of the main body of the Licence provides that the College will make such arrangements from time to time as it (in its discretion) deems reasonable to clean the accommodation at no additional cost to you and, at this particular time, the College may arrange enhanced cleaning for parts of common areas of accommodation/halls that are particularly subject to handling. These enhanced cleaning services may be disrupted due to COVID-19 and you acknowledge that the College is entitled to withdraw such gratuitous additional services at any time.

G. The College also provides you with other services as set out at <https://www.imperial.ac.uk/study/campus-life/accommodation/current-residents/services/>. You acknowledge that these additional services may be disrupted due to COVID-19.

### **Termination**

H. You are reminded that pursuant to clause 1.3 of the main body of the Licence, the College reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of its accommodation. If the College feels it is necessary to close or change the use of the hall/residence in which you are accommodated due to circumstances in any way connected to COVID-19, the College will make every reasonable endeavour to find suitable alternative accommodation in property owned or managed by the College. The College expects to be able usually to find alternative accommodation, but if it closes or changes the use of the hall/residence where you have been accommodated and the College is unable to offer other suitable accommodation, the College may terminate your Licence by giving reasonable notice to you.

### **Departures before the end of your Accommodation Period – Reminder**

#### **I. Belongings:**

- i. You are reminded that under clause 16.3 of the main body of the Licence, you are required to remove all your belongings from your accommodation/halls by the end of the Accommodation Period.
- ii. In the event you absent yourself from your accommodation/halls before the end of your Accommodation Period:
  - i. you should carefully consider that the COVID-19 situation might change during your absence and result in delaying your return or making your return more difficult;
  - ii. in the event you are not able to return as planned, you will need to put in place contingency arrangements for removal of your belongings before the end of your Licence; and

iii. the College reserves the right to require you to arrange and agree a time with the College for removing your belongings, where his becomes (in the College's view) necessary due to the situation regarding COVID-19 at the time (including, but not limited to, situations of localised lockdown).

iii. If you do not remove your belongings before the end of the Licence, the College may remove and at the College's discretion either store or dispose of any remaining belongings, and charge any resulting costs to you.

J. **Accommodation fees:** You are reminded that under clause 1.8 of the main body of the Licence if you fail to cancel your booking before (or if you accept an offer of accommodation after) 9.00am on the day before the start of Accommodation Session 1 if agreement starts in Session 1, or Session 2 if agreement starts in Session 2, you will be liable to pay for the full Licence Fee and you will only be able to terminate the Licence by following the procedure set out in clause 17 of the main body of the Licence (Early termination of the Licence by you). This applies even where you depart before the end of your Accommodation Period.