

INTRODUCTION

NATURE OF THIS AGREEMENT

The terms below apply to your booking if you are a consumer and King's Residences (we/us) sells accommodation to you subject to the terms and conditions outlined on this document. When you make a booking with us we will send you a confirmation email that implies that you agree with these terms and conditions, therefore we strongly recommend that you read the terms before booking your accommodation with us. A summary of the key points will be included in the booking confirmation email together with a link for the full document.

FORMATION OF THIS AGREEMENT

A contract is formed between the occupant (you) and the King's Residences when we issue you with a confirmation email for your accommodation (booking). No booking shall be binding on King's Residences until we receive confirmation of the payment. If you are booking on behalf of others you must ensure that they are made aware of these terms and agree to abide by them.

DATA PROTECTION

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

LIABILITY FOR LOSS OR DAMAGE

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

Our total liability for any loss shall not exceed the total sum we charge you for the booking.

VARIATIONS TO THIS AGREEMENT

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

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

We reserve the right to change these terms from time to time. The terms applicable to your booking are those in force on the date of booking (or amendment, as applicable).

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

GOVERNING LAW AND ENFORCEABILITY

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

TAXATION

BENEFIT IN KIND

If your department is paying your accommodation this may be classed as benefit in kind and you may need to pay tax towards it. For more information please see <https://www.gov.uk/expenses-and-benefits-accommodation/overview>.

COUNCIL TAX

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

PAYMENTS

PAYMENT METHODS

We will contact you within 2 working days from the time of your accommodation request to collect payment in order to confirm your booking. Payments can be made by the following methods:

- Credit Card: Payment via credit/debit card
- Budget Cost Code: Where payments are made by cross charge between your department and King's Residences, we require written authorisation from the budget holder within 24 hours from when we contact you to request payment. If we do not receive this authorisation, your booking will not be processed.

DISCOUNTED RATES

Staff benefits from a 20% discount on advertised rates for short term lets.

VAT

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

YOUR BOOKING

ELIGIBILITY

You may only book at Staff rates if you are a bona fide member of staff or visitor to the school (a guest lecturer, speaker or researcher for example). Residential services shall make the final decision on eligibility for these rates. Taught students may not book at these rates.

You can only make a booking if you are 18 years old or over. If you arrive at the residence and are under 18 years of age you will not be permitted to stay alone.

AVAILABILITY

Staff accommodation is not guaranteed unless you have a contract with us where a certain number of rooms over a certain period. Such contracts can be requested by emailing your request to kingsresidences@kcl.ac.uk and the team will discuss options with you also depending on current availability as student occupancy will always take priority.

DURATION OF STAY

Staff are only allowed to a maximum stay of 30 consecutive nights or 190 nights in the calendar year.

CHECK-IN

You can check-in from 15.00 on the scheduled date of arrival. On certain key dates we may have to postpone check-in until a later time – we will inform you if this is the case. Please inform us if you intend to arrive later than 20.00 so that we can hold your booking. You must be able to show photo identification such as a passport or driver's license when checking in.

All guests are required to sign a Registration Card on arrival. The guest must carry the card on their person at all times, as a form of identification. King's Residences staff has the right to refuse any service requested, if you fail to present the Registration card upon request.

Should you lose your room key, swipe card or fob you will be charged for its replacements. Costs vary between residences depending upon the lock type.

CHECK-OUT

You must check-out before 10:30 on the scheduled date of departure. If you fail to check-out by the stipulated time, you will be charged the equivalent to the full standard rate at that time, for one night's stay for the applicable unit(s). Under these circumstances we also reserve the right to remove your property from your unit(s) without notice and place it in commercial storage at your cost.

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

- (a) to vacate the Accommodation by 10:00am on either the last day of your booking; and
- (b) to return all keys, key fobs or key cards to reception upon leaving. 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.

AMENDMENTS

With any booking, subject to availability, you may reduce the length of stay, change the room type and/or the scheduled date of arrival. You must notify us a minimum of 1 week in advance of your arrival. Amendments requested less than 1 week in advance of check-in may not be possible. Extensions on the departure date can be made at any time, subject to availability.

You cannot transfer or resell your booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then King's Residences will terminate your booking and retain any money paid to us for such booking.

CANCELLATIONS

You are strongly advised to take out valid insurance that covers against cancellation of your booking, irrespective of the reservation type.

You may cancel a booking in writing with no penalties if you notify us a minimum of 72 hours in advance of check-in time.

If you fail to cancel your booking within 72 hours prior to arrival, a cancellation fee may be applicable as detailed below:

- Stays up to 7 nights 1 night stay's cancellation fee
- Stays over 7 nights: 25% of the entire stay

We will only make refunds to the payment card that you used to make the booking.

We will normally credit refunds to your card within 30 days.

Payments made via internal budgets cross charges will be credited back to the budget code used.

King's Residences reserves the right to cancel any bookings made for purposes other than for the use of accommodation.

OUR RIGHT TO TERMINATE

We may terminate this Agreement, at times at short notice, on the following grounds:

- You are no longer a staff member at King's College London;
- We reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation;
- If any information supplied by you, or on your behalf, in connection with your booking is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to stay/live in the student accommodation environment;
- You have failed to pay the whole or any part of the sums amounted from your booking with us for 21 days or more; or

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

RELOCATION

We will normally only require you to move to similar alternative accommodation where there is excessive demand for the Residence results in over subscription. If we request you to relocate:

- (a) except for exceptional circumstances, we will always give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
- (b) if the similar alternative accommodation is not satisfactory to you because it does not meet the original room standards for price, location and facilities (acting reasonably), you may request cancellation of your booking with no penalties;
- (c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses directly incurred by you when moving your belongings to the alternative accommodation

If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out. If a unit is unavailable on arrival (except due to an event beyond our reasonable control as a last resort then we will either:

- provide a unit at another King's Residences site and pay the reasonable cost of transport to that alternative site; or
- at your request, or, if in our reasonable opinion there is no suitable alternative King's Residence accommodation available, cancel your booking and refund you the money you have paid for the unavailable room(s)

OTHER MATTERS

EMERGENCIES

Our residences have duty teams that are responsible for the welfare and safety of all residents – usually headed by a warden. If a request is made of you during your stay you must follow this request immediately. If you have a query about a request made of you then you may follow this up after the event.

CHILDREN

King's Residences is not deemed to be suitable for children therefore we cannot accommodate persons under the age of 16.

PETS

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

VISITORS/GUESTS

You are responsible for the behaviour of any Nominated Sharer and/or Family Member and any visitor and you must ensure that they do not breach the terms of this Agreement. If they do, you will be in breach of this Agreement.

You agree that we may remove or exclude your Visitors from the Accommodation or the Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.

You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight provided that this does not annoy other occupants of the Residence.

COMPLAINTS & ENQUIRIES

If you have any questions or complaint in relation to your booking or these terms please contact kingsresidences@kcl.ac.uk and we will respond to you as quickly as we can. We aim to reply within 1 working day but complaints and more complex enquiries may take up to 10 working days to be full investigated.

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

PARTIES' RIGHTS & RESPONSIBILITIES UNDER THIS AGREEMENT

Your Rights	Our Responsibilities
<p>For the period of your booking we grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:</p> <ul style="list-style-type: none"> (a) a licence to occupy the Room (b) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation and the Residence which do not form part of the Room; and (c) the non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas during such hours we designate and in accordance with the reasonable regulations we make. 	<p>SERVICES AND FACILITIES</p> <p>During your stay, we will use reasonable endeavours to:</p> <ul style="list-style-type: none"> (a) maintain the structure of the Residence and keep the Residence and Communal Areas (including the lighting, heating and firefighting equipment within them) clean, tidy, in reasonable repair and fit for use by you and other occupiers; (b) ensure that all fixtures and fittings for water; gas (if applicable), electricity and water heating in the Accommodation and Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off; (c) provide an adequate supply of hot water for normal domestic use; (d) provide facilities for the washing and drying of clothes in the Residence for which there will be a separate charge at the point of use; (e) provide and maintain an internal wireless internet service within the Accommodation, subject to your compliance with our IT Services Regulations Acceptable Use Policy. <p>We will not be liable for any failure or interruption to any of the services or facilities, or any loss arising from any failure or interruption, if the failure or interruption is due to reasons outside our control – e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement.</p>
Your Responsibilities	Our Rights
<p>RESPECT FOR OTHERS</p> <p>You agree:</p> <ul style="list-style-type: none"> • To show respect, at all times, for all persons living and/or working in the Residence or in the locality of the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them; • To keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Residence and, in particular, not to make or allow any loud noise (including the use of kitchens, televisions or playing music) between 23.00 hours and 08.00 hours; • Musical instruments should be practised in music rooms, not in bedrooms, unless they can be used with headphones; • Not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person; • Not to bring into the Residence any weapons, illegal items or items which we consider to be offensive or dangerous (eg replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Residence to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution; • Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation; • Not to smoke in the Residence except in designated areas (as confirmed by The Residence Team); • Not to place any items on or throw anything from the balconies or windows of the Residence; • To comply with our Policies; • Not to bring bikes into the Residence except for any designated areas; please speak to the Residence Team for the locations of 	<p>ALTERATIONS AND BUILDING WORKS</p> <p>We have the right to carry out any alterations or building works at the Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.</p> <p>ACCESS & INSPECTION</p> <p>As this Agreement is a licence, we have the right to enter the Accommodation at any time (including during the night) without giving you notice. In most instances (out of courtesy only and not because we are legally obliged to do so), we will enter the Accommodation during the day and we will give you reasonable prior notice of our intention to access the Accommodation. Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following:</p> <ul style="list-style-type: none"> (a) in an emergency; (b) to clean, inspect or repair the Accommodation or any other part of the Residence; and (c) to comply with our responsibilities under this Agreement, for example Health & Safety legislation. <p>If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key and we will leave a message explaining that we have entered your Room and for what reasons.</p> <p>REMOVAL OF ITEMS FROM THE ACCOMMODATION</p> <p>We may remove from the Accommodation or Residence any items (either used or unused) that belong to you or your Visitors that we consider (acting reasonably) are dangerous and/or may cause a fire hazard or items causing an offence (in the case of offensive, we will give you a prior warning before we remove the items). If we remove an item, we will notify you of this and confirm who you need to</p>

the bike storage areas/racks in your residence, and using the appropriate locks to keep them secure at all times;

- To comply with the Main College Regulations. In the event of any contradiction between the Main College Regulations and these Terms and Conditions of Residence, the Main College Regulations will take precedence and failure to do so may lead to disciplinary action by King's management team.

REPAIRS, MAINTENANCE, AND ALTERATIONS

You agree:

- Not to make any alterations to or damage the Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);
- Not to make any alterations to or damage the Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);
- Not to leave any personal belongings or other obstacles in the Communal Areas, make these areas dirty or untidy, or damage these areas. If you do and we have to remove anything, arrange for additional cleaning or maintenance, we may charge you for the reasonable cost of doing so.
- You must not cause damage (either accidental or wilful) to any part of the Residence, including your room and public areas, and all fixtures, fittings and equipment. You authorise us to charge you or your department any costs we incur to carry out any repairs or replacement. We reserve the right to apply these charges against the budget code used to make the payments on this booking. We will send the person responsible for the booking a breakdown of these charges within 10 working days of your departure. Damage to university property may be deemed serious or gross misconduct and be dealt within the disciplinary action by King's management team.

SAFETY AND SECURITY

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

Electrical Appliances

You agree:

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

Fire Safety

contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence.

OUR RIGHT TO TERMINATE

We may terminate this Agreement, at times at short notice, on the following grounds:

- You are no longer a staff member at King's College London;
- We reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation;
- If any information supplied by you, or on your behalf, in connection with your booking is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to stay/live in the student accommodation environment;
- You have failed to pay the whole or any part of the sums amounted from your booking with us for 21 days or more; or
- We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation.

RELOCATION

We will normally only require you to move to similar alternative accommodation where there is excessive demand for the Residence results in over subscription. If we request you to relocate:

- except for exceptional circumstances, we will always give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
- if the similar alternative accommodation is not satisfactory to you because it does not meet the original room standards for price, location and facilities (acting reasonably), you may request cancellation of your booking with no penalties;
- where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses directly incurred by you when moving your belongings to the alternative accommodation

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

You agree:

- (a) to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed throughout the Residence);
- (b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire);
- (c) not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment (including ceiling detector heads) or notices; and
- (d) not to do anything which may cause a fire hazard, including (but not limited to) the usage and/or storage in the Residence of any flammable or dangerous materials (eg inflatable items or furniture, candles, incense sticks/burners or other sources of a naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes).

You will be charged for any costs we incur if you smoke in our residences including costs for specialist cleaning and/or redecoration and refurbishment (to make the unit fit for sale as a non-smoking environment) and the cost of the unit for any time period it is unusable. We reserve the right to apply these charges against the budget code used to make the payments on this booking. We will send the person responsible for the booking a breakdown of these charges within 10 working days of your departure. Damage to university property may be deemed serious or gross misconduct and be dealt within the disciplinary action by King's management team.

Security

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

- (a) keeping your key, key fob or key card with you at all times;
- (b) never marking your key, key fob or key card with your address, copying them or giving them to anyone else;
- (c) locking the door to your Accommodation together with any corridor and main entrance doors in the Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out;
- (d) not letting anyone you do not know into the Residence;
- (e) registering your Visitors upon arriving at the Residences and accompanying them at all times;
- (f) complying with local procedures in respect of access controls, security keys, rooms and CCTV; and
- (g) producing your King's ID card when requested to do so by a member of The Residence Team or other members of College staff or Residence representative.

Bringing the unnecessary security risks to the university may be deemed serious or gross misconduct and be dealt within the disciplinary action by King's management team.