



**UNIVERSITY OF LONDON**

**Halls of Residence**

**LICENCE AGREEMENT  
SELF CATERED  
STUDIO FLAT OR CLANDON ROOM IN SHARED FLAT**

**2016/17**

This agreement applies to all of the studios and rooms in shared flats at the University's Halls of Residence.

**Important:** this LICENCE agreement is a binding document. If you accept it you will be responsible for Hall fees until the agreement ends, even if you move out before that. You should read this document carefully to ensure that it contains everything you want and nothing that is unacceptable to you. If you do not understand anything in this agreement you should ask for it to be explained to you before you accept it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

**THIS AGREEMENT** is made between the University of London ("the University") and "You" being the person whose details are set out on the **Particulars of Offer**.

## **DEFINITIONS**

**'the Accommodation':** the room or studio that is from time to time allotted to You by the University.

**'Flat':** the self-contained part of Hall in which your Accommodation is situated; this is only relevant where you have been allotted a room in a shared apartment.

**'Hall':** the building and grounds associated with the hall in which the Accommodation is located as set out in the Particulars of Offer.

**'Handbook':** the regulations and terms and conditions issued by your Hall that form part of this agreement and which can be viewed [here](#).

**'Licence':** the permission to occupy conferred by this agreement.

**'Particulars of Offer':** the electronic document that sets out details of the Accommodation.

**'Period of Occupancy':** the term of this agreement as set out in the Particulars of Offer. It includes the Christmas and Easter vacations.

**'Student Disciplinary Procedure':** The Intercollegiate Halls of Residence Student Disciplinary Procedure that can be viewed [here](#).

**'Accommodation & Hospitality Team':** The staff at the University responsible for allocations. Their address appears at clause 18.1 of this agreement.

**'the University':** the University of London including its authorised employees, agents and representatives.

## **NATURE OF THE AGREEMENT**

1. This Licence does not give You the right to exclusive possession of any particular accommodation. The University may move You to other accommodation in either your present Hall or in some circumstances to one of its other halls. In such circumstances the University will ensure that any inconvenience to you is kept to a minimum. Clause 16.2 below gives You the right to end this agreement if You are moved to another hall.
2. This agreement does **not** create the relationship of landlord and tenant between You and the University. You will not be entitled to any statutory security of tenure now or when this Licence ends.
3. This agreement is personal to You and cannot be assigned or transferred. You are not allowed to let anyone else live in the Accommodation and you must not let anyone stay in the Accommodation during any period when you are absent.
4. Where there is any conflict between provisions in this agreement, the Handbook and the Student Disciplinary Procedure then they will be interpreted in the following order of precedence:
  - a. This agreement
  - b. The Handbook
  - c. The Student Disciplinary Procedure

## **LICENCE TO OCCUPY**

5. The University permits You to occupy the Accommodation and to use the furniture and furnishings within it until this agreement ends. You have permission to use the facilities and communal areas of the Hall and if applicable, your Flat in common with the University and the other students of the University until this agreement ends

## **PAYMENT**

6. You shall pay Hall fees to the University in advance as set out in your Particulars of Offer. The Handbook includes further information about the fees.
7. If You fail to pay your fees when due, the University may end this agreement and require You to leave the Hall. You are referred to clause 17.2 of this agreement. The Handbook sets out the procedures that the University will follow and the other sanctions that will apply if You fail to pay your fees when due.

## **YOUR GENERAL OBLIGATIONS**

8. It is a condition of this Licence that You become and remain a registered full-time student of the University of London pursuing a course of study at the University. If You fail to become or cease to be a full-time student of the University, You are required to notify the Accommodation & Hospitality Team in writing immediately. Notice to your college will not suffice. The University will then decide at its own discretion whether to waive this condition or whether to end this agreement and require you to leave.

9. You must comply with the terms of this agreement, the Handbook and all reasonable instructions of the Hall staff and University representatives.
10. You must behave in a responsible and proper manner at all times with consideration for all other residents, University staff, local residents and members of the public. If your behaviour breaches the terms of this Licence agreement this may be dealt with by a Hall Warden under the Student Disciplinary Procedure.
11. You agree to allow access to the Accommodation to the University's authorised employees, agents and representatives or to statutory enforcement agencies or emergency services, whether or not You are present, for any lawful and reasonable purpose including inspection, maintenance, repair or security. You will be given reasonable notice of the need to give access for these purposes unless in an emergency.
12. You must not do anything that will cause or increase the risk of fire, flood or other damage or danger to the Accommodation, the Flat or the Hall.
13. You must not take part in any illegal activities in the Accommodation, the Flat or the Hall.
14. Further details of what is expected of You are set out in the Handbook and Student Disciplinary Procedure.

#### **COUNCIL TAX**

15. If You become liable for council tax You must pay it and You must protect the University against any loss if the University becomes liable to pay because of your failure to do so.

#### **ENDING THIS AGREEMENT**

16. Save as set out in this clause, You cannot end this agreement before the end of the Period of Occupancy. If You vacate your Accommodation before the end of that Period, You will still be liable to pay the fees due for the remainder of the period UNLESS:
  - 16.1. You can demonstrate to the reasonable satisfaction of the University that the reason for vacating the Accommodation is a serious or persistent breach of the University's obligations in this agreement or in the Handbook; or
  - 16.2. the University requires You to move to another hall, whereupon You will be entitled to terminate this agreement by giving reasonable notice to the Accommodation & Hospitality Team. In these circumstances the agreement will cease on the day of the required move and You will be released from your obligation to pay any further proportion of the fees. Any advance fees paid by You for a period after the date of the required move will be refunded to You; or
  - 16.3. You or the University are able to identify, to the reasonable satisfaction of the University, a suitable replacement student to occupy your Accommodation, in which case You will cease to be liable for fees from the date the replacement student takes up occupation of the Accommodation, having paid their deposit and accepted the University's terms and conditions;
  - 16.4. nothing in the preceding sub-clause puts the University under any obligation to spend time or resources on finding a replacement for You.
17. In any of the following instances the University is entitled to end this agreement and recover possession of the Accommodation. Any other rights or remedies the University may have will remain in force:

- 17.1. on 24 hours' notice if, in the University's reasonable opinion, your behaviour constitutes a serious risk to the health, safety or welfare of yourself or others, or serious risk to the University's or others' property;
- 17.2. on 14 days' notice if any fees or other sum under this agreement remain unpaid 28 days after being demanded from You; and/or
- 17.3. on 28 days' notice if You cease to be a registered student of the University for any reason; and/or
- 17.4. on 28 days' notice if in the University's reasonable opinion You are in serious or persistent breach of this agreement or the terms of the Handbook or Student Disciplinary Procedure. For the avoidance of doubt, this sub clause only applies where the breach does not fall within clause 17.1 above;
- 17.5. on 28 days' notice if You fail to use the Accommodation allocated to You for a continuous period of 28 days without prior written arrangement with the Accommodation & Hospitality Team;
- 17.6. if the University having given reasonable written notice directing You to move to other accommodation or another hall, You refuse to do so;
- 17.7. on 28 days' notice if you are under 18 years of age and an adult acceptable to the University fails to enter into a legally binding guarantee that you will keep to this agreement.

## **NOTICES**

18. Notices must fulfil the following requirements:

- 18.1. Any notice to be sent by You to the University must be in writing and should be addressed to the Accommodation and Hospitality team. It should be sent by email or post. If sent by email it should be addressed to: [info.halls@london.ac.uk](mailto:info.halls@london.ac.uk). If sent by post it should be addressed to: The Accommodation and Hospitality Team, Housing Services, 4<sup>th</sup> Floor Student Central, Malet Street, London WC1E 7HY. Notice to your college will not suffice.
- 18.2. Any notice to be sent by the University to You under clause 17 of this agreement will either be sent by email to the address given by You in your application or will be delivered by hand to the Accommodation.
- 18.3. Any notice sent by post, in the absence of details of delivery or other receipt, shall be taken as received on the third working day after posting. A notice sent by email shall be deemed to be served on the day of transmission if sent before 16:30 hours on a working day, and if transmitted later shall be deemed to have been served on the next following working day. A notice that has been delivered by hand shall be deemed to be served at the time when it is delivered to the Accommodation.

## **MOVING OUT**

19. When this agreement ends, You will no longer be entitled to use the Accommodation or the Hall and You must vacate the Accommodation, leaving it clean and tidy, and return any keys, fobs or access cards to the University immediately.



**UNIVERSITY  
OF LONDON**

END