

UNIVERSITY OF LONDON

Intercollegiate Halls of Residence

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

2020/2021

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 whereby the University of London ('the University') agrees to allow You to occupy the Accommodation consists of the Definitions and Terms printed below, the details are set out in the Particulars of Offer, the Handbook, the COVID-19 Addendum and the Student Disciplinary Procedures.

DEFINITIONS

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

'Accommodation & Hospitality Team': The staff at the University responsible for allocations. Their address appears at clause 25.1 of this agreement.

'the Accommodation Fees': the fees payable by You to the University for the provision of the Accommodation and meals in catered halls.

'the COVID-19 Addendum': the document which sets out additional terms, rules and procedures which form part of the agreement between You and the University which address matters relating to the COVID-19 pandemic.

'Educational Institution': a publicly funded institution which provides further education or higher education or both.

'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 in which the Accommodation (as allocated to You from time to time) 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:

For Handel Mansions:

https://halls.london.ac.uk/sites/default/files/downloads/handel_mansions_handbook_2020.pdf

For all other Intercollegiate Halls of Residence:

https://halls.london.ac.uk/sites/default/files/downloads/handbook_2020.pdf

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

'Particulars of Offer': an electronic document or email in which the University set out the details of the Licence which the University offered to You and You accepted, including the Period of Occupancy, the Payment Terms and the Accommodation Fees.

'Payment Terms': the terms for payment of the Accommodation Fees in the Particulars of Offer or as varied by the University with Your agreement.

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

'Student Disciplinary Procedures': The Intercollegiate Halls of Residence Student Disciplinary Procedures that can be viewed here:

http://halls.london.ac.uk/sites/default/files/downloads/student_disciplinary_procedure.pdf.

'the Student Condition': a condition you must fulfil in order to be eligible to be granted a Licence to occupy the Accommodation under this agreement, and which you must continue to fulfil. The Student Condition is defined below at clause 12.

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

'You': the student who is a party to this agreement who is granted a right to occupy the Accommodation under this Agreement, and 'Your' shall be construed similarly.

NATURE OF THE AGREEMENT

1. This Licence does not give You the right to exclusive possession of Your accommodation. The University may move You to other accommodation if it sees fit. In such circumstances the University will ensure that any inconvenience to You is kept to a minimum.
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 be present 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 descending order of precedence:
 - a. This agreement
 - b. The COVID-19 Addendum
 - c. The Handbook
 - d. 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 the Accommodation Fees in advance to the University.
7. The amount of the Accommodation Fees and the Payment Terms are set out in the Particulars of Offer. You agree to pay the Accommodation Fees for the Period of Occupancy in accordance with the Payment Terms.
8. If You fail to or are unable to make payment of the Accommodation Fees in accordance with the Payment Terms the University may at its sole discretion make proposals for a payment plan which will give You additional time to make payment. Any payment plan or agreement by the University to accept late payment is conditional on those payments being made in full in accordance with the payment plan. This means that if You fail to make the payments agreed in full You will be liable for the Accommodation Fees in accordance with the original Payment Terms.
9. 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 24.2 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.

10. You agree to pay interest on any unpaid fees or charges. Interest shall be charged at 3% above the Bank of England base rate calculated daily on all sums which are unpaid 14 days after the due date for payment, calculated from the date payment was due until payment is made.
11. Information about what methods of payment of Accommodation Fees are accepted and the different payment plans the University might be able to offer You are set out in the Handbook.

STUDENT CONDITION

12. It is a condition of this Licence that within eight weeks of the start of the Period of Occupancy You become and after that remain a registered full-time student of the University of London (or any constituent college or school of the University) or at another Educational Institution approved by the University. This condition is referred to elsewhere in this agreement as "the Student Condition".
13. If You have not become a full-time student of the University or an approved Educational Institution within one week of the start of Period of Occupancy, or at any time during the Period of Occupancy cease to be, You must 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 the Accommodation.
14. If You do not fulfil the Student Condition within eight weeks of the start of the Period of Occupancy, or at any point during the Period of Occupancy You cease to fulfil the Student Condition the University may end this agreement as set out in clause 24.

YOUR GENERAL OBLIGATIONS

15. It is a condition of this Licence that You become and remain a registered full-time student of the University of London or at another educational institution approved by The University. You must commence your course within eight weeks of the start of the Period of Occupancy. If You fail to become or cease to be a full time student as set out above, 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. You must comply with the terms of this agreement, the Handbook and all reasonable instructions of the Hall staff and University representatives which relate to the use of the Accommodation, the Hall and any facilities in the Hall.
16. 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.

17. The University's authorised employees, agents and representatives are entitled to access the Accommodation and the Flat. You must not obstruct their access to the Accommodation or the Flat, and You must allow them (and statutory enforcement agencies or emergency services) to access the Accommodation, whether or not You are present. The University will respect Your privacy and, where possible, You will be notified in advance about access to the Accommodation except when immediate access is required such as in the case of an emergency.
18. 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.
19. You must not take part in any illegal activities in the Accommodation, the Flat or the Hall.
20. Further details of what is expected of You are set out in the Handbook and Student Disciplinary Procedure.

COUNCIL TAX

21. You are responsible for paying any council tax for the Accommodation (as assigned to You from time to time) during the Period of Occupancy. You are responsible for applying for any exemption or discount from council tax. You must pay any Council tax which is due for the Period of Occupancy (regardless of whether the bill for Council tax is in your name or not) and you must protect the University against any loss if the University pays any council tax which is your responsibility under this agreement.

ENDING THIS AGREEMENT

22. 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 the Period of Occupancy, You will still be liable to pay the fees due for the remainder of the period UNLESS:
 - 22.1. the reason for vacating the Accommodation is a serious breach of the University's obligations in this agreement or in the Handbook; or
 - 22.2. You or the University agree to 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
23. This clause applies where You wish to end this agreement early under clause 22.2:
 - 23.1. You are responsible for nominating a potential replacement and the University is not under any obligation to spend time or resources on finding a replacement for You.
 - 23.2. Any replacement must fulfil the Student Condition and intend to continue to do so for the rest of the Period of Occupancy in order to be considered by the University.
 - 23.3. In addition, the replacement must demonstrate that they are suitable to the University's reasonable satisfaction to replace You and to be allowed to occupy the Accommodation.

24. 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:
- 24.1. on 24 hours' notice if 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;
 - 24.2. on 14 days' notice if any fees or other sum under this agreement remain unpaid 28 days after being demanded from You;
 - 24.3. on 28 days' notice if You cease to fulfil the Student Condition;
 - 24.4. on 28 days' notice if 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 24.1 above;
 - 24.5. 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;
 - 24.6. if the University having given reasonable written notice directing You to move to other accommodation or another hall, You refuse to do so;
 - 24.7. 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

25. This clause applies to notices relating to this agreement served by You to the University and by the University on You:
- 25.1. 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. If sent by post it should be addressed to: The Accommodation and Hospitality Team, Housing Services, 4th Floor Student Central, Malet Street, London WC1E 7HY. Notice to Your college will not suffice.
 - 25.2. Any notice to be sent by the University to You may either be sent by email to the address given by You in Your application (or if different the email address which you have asked the Accommodation & Hospitality Team to use when corresponding with You) or delivered by hand to the Accommodation or delivered by First Class post to You at the Hall.
 - 25.3. Any notice sent by First Class post, shall be deemed to be received on the second working day after posting. A notice sent by email shall be deemed to be served (provided that no error message is received by the sender) 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 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

26. 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.

INTEPRETATION

27. In this agreement, where permitted by the context:
- 27.1. an obligation not to do something includes an obligation not to cause or allow that thing to be done
- 27.2. 'working days' means week days apart from Bank Holidays.

END

Covid-19 Addendum to UoL Licence Agreement

1. Because of the ongoing uncertainty caused by the COVID-19 pandemic and the likelihood that you will need to practice 'social distancing' during the Period of Occupancy the University is adding these additional terms to the Licence Agreement. We have put these into this "Addendum" to make sure that these are brought to your attention.
2. This document is a part of your Licence Agreement with the University and is therefore part of the contract between You and the University relating to the Accommodation. Terms which are defined in the rest of the Licence Agreement have the same meaning here. Additionally, "We" means the University of London including its authorised employees, agents and representatives, and 'Us' and 'Our' should be interpreted accordingly.
3. This Addendum should be read together with any special terms in your Handbook (including any supplement we provide with your Handbook), which will also form part of the contract between You and the University.
4. You should read these documents very carefully and if You do not understand them You should take advice from a housing adviser, a citizen's advice centre, a law centre or other legal adviser.

What we require you to do

5. You agree during the Period of Occupancy:
 - a. To follow the latest Government guidance about social distancing and social isolation (if you display symptoms of COVID-19);
 - b. To respect the safety of Our staff and other people living in the Hall with you by making every reasonable effort to minimise the risk of the spread of COVID-19;
 - c. To abide by the obligations or procedures relating to COVID-19 which are set out in the Handbook (including any supplement).
 - d. To follow any special procedures relating to living in the Hall which you are notified about, including instructions provided on posters.

- e. To follow any reasonable instructions given by a member of University staff relating to how to practice social distancing or self-isolation in the Hall.

What you can expect from us

6. The University agrees:
 - a. To make sure that we are regularly assessing the risk of the spread of COVID-19 in all Halls.
 - b. To make reasonable efforts to frequently clean and/or disinfect parts of commons areas of Hall such as bannisters and door handles.
 - c. To make reasonable endeavours to ensure that our staff and other people who live in halls abide by the latest social distancing advice.

Varying Our Services because of COVID-19

7. Where We have agreed to provide cleaning in the Accommodation You agree that where any circumstances beyond the control of the University which is in any way connected to the COVID-19 outbreak makes it impossible, or contrary to any law or official guidance to continue to clean the Accommodation, the University may suspend the cleaning service, and You shall not be entitled to any reduction of the Accommodation Fee.
8. If We have agreed to provide catering this will be specified in the Particulars of Offer. This clause only applies if We have agreed to provide catering with your Accommodation. If for reasons beyond the control of the University which is any way connected to the COVID-19 outbreak, the University is unable to provide catering services in the Hall where your Accommodation is located, but the Accommodation is still otherwise habitable, We will make catering services available to You in another location. We will also refund a proportion of your Accommodation Fees equivalent to the cost of the catering services for the period during which these services are unavailable. You agree that in these circumstances you will not be entitled to claim any additional costs for meals from the University.
9. In the unlikely event that catering services cannot be provided in your Hall for a sustained period of time We would usually exercise our rights under the Licence Agreement to assign new accommodation in a different hall to you for the remainder of the Period of Occupancy. The University will ensure that you are not required to pay more for the alternative accommodation. If the accommodation you are moved to is cheaper than your previous accommodation, we will reduce your Accommodation Fees equivalent to the difference in value of the accommodation for the rest of the Period of Occupancy.
10. In addition to the Accommodation and where applicable catering and cleaning, We aim to provide You with other support services including pastoral support and other facilities while You occupy the Accommodation at no additional cost of to You. These additional services may be disrupted due to COVID-19 and You acknowledge that We are entitled to withdraw such gratuitous additional services at any time.

Rules about terminating the licence agreement early

11. If We are required to close the Hall we will make every reasonable endeavour to find suitable alternative accommodation in property owned or managed by the University. We are usually able to find alternative accommodation, but if we close the Hall where you have been accommodated and we are unable to offer other suitable accommodation due



to circumstances in any way connected to COVID-19, We may terminate your Licence by giving reasonable notice to You.

12. In the unlikely event that we have to terminate your licence agreement under clause 11 of this Addendum we will refund a proportion of your Accommodation Fees equivalent to the proportion of the Period of Occupancy which is remaining and **You agree that in these circumstances you will not be entitled to claim any additional costs for alternative accommodation or moving costs from the University.**

Break Clauses

13. If You wish to cancel the Licence Agreement You must give us notice in writing by email to info.halls@london.ac.uk by 4pm 20th August 2020 stating that You no longer wish to take up your accommodation. If such notice is given by 4pm 20th August 2020, the Licence Agreement shall be cancelled, any Deposit You have paid to Us shall be refunded and the University will not be required to provide You with accommodation. If no notice is given the Licence Agreement will be binding on You and You will be responsible for Accommodation Fees for the whole Period of Occupancy, even if you do not move into the Accommodation.