

Queen Alexandra's House Accommodation Licence 2019- 2020

This agreement is an accommodation Licence agreement and when accepted by you, you will be agreeing to comply with legally binding obligations including the payment of the relevant accommodation fees in full and to abide by the terms and conditions set out in this Licence agreement for the period of the Licence agreement. You should therefore read the terms and conditions of this Licence agreement carefully before accepting the offer of accommodation. When you sign this Licence agreement you are also agreeing to abide by the terms and conditions as set out in the Queen Alexandra's House General and Housekeeping Notices.

You may only personally sign this Licence Agreement if you are 18 years of age or over. If you are under the age of 18, this Licence Agreement must be signed by your parent or legal guardian.

Terms and Conditions

1. Your Accommodation Licence

- 1.1 Queen Alexandra's House (hereafter referred to as QAH) offers the following Accommodation licence:
- a. A **36 week** Licence (or variation as stipulated) provides accommodation over the first (Autumn term), second (Spring term) and third (Summer term) periods set out in clause 1.2. Within the **36 week** Licence for **2019/20** residents must pay a minimum of **14 weeks** during period one, a minimum of **12 weeks** during period two and a minimum of **10 weeks** during period three. Any extra days a resident stays beyond these minimum periods will be charged pro-rata and invoiced around the middle of the term.
- 1.2 Licence periods **2019/20** for QAH accommodation are as follows:
- a. Period 1 - Autumn term - **01 September to 21 December 2019 (QAH open for 16 weeks)**
Residents must pay a minimum **14 week** invoice with the minimum 14 week period starting on **Sunday, 01 September 2019; Sunday, 08 September 2019 or Saturday, 14 September 2019** depending on which **Saturday/Sunday** a resident elects to enter QAH. Any extra days will be charged pro-rata around the middle of the term.
 - b. Period 2 - Spring term - **05 January to 04 April 2020 (QAH open for 13 weeks)**
Residents must pay a minimum **12 week** invoice with the minimum 12 week period starting on **05 January 2020**. Any extra days will be charged pro-rata around the middle of the term.
 - c. Period 3 - Summer term - **19 April to 11 July 2020 (QAH open for 11 weeks and 6 days)**
Residents must pay a minimum **10 week** invoice with the minimum 10 week period starting on **19 April 2020**. Any extra days will be charged pro-rata around the middle of the term.

(Together the Licence periods covered by your Licence form the Licence term).

- 1.3 **A contract is formed between you and QAH when you accept the offer of accommodation by QAH.**
- 1.4 The Licence fees payable for each period will be invoiced and due for payment as follows:

- a. Period 1 - issued after the offer and acceptance of a room at QAH, and receipt by QAH of signed acceptance of the Accommodation Licence and payable on or before **01 August 2019**. Any extra days payable within one week of issue of invoice or before leaving the House (whichever date occurs first).
- b. Period 2 - issued towards the end of Period 1 and payable on or before **05 January 2020**. Any extra days payable within one week of issue of invoice or before leaving the House (whichever date occurs first).
- c. Period 3 - issued towards the end of Period 3 and payable on or before **19 April 2020**. Any extra days payable within one week of issue of invoice or before leaving the House (whichever date occurs first).

2. Deposits

- 2.1 A **£300.00** deposit is required in addition to the Accommodation licence fees.
- a. Once an application is received and acknowledged, a **£300.00** deposit will be requested to secure a place on the QAH wait list or to secure a room booking (whichever is applicable).
 - b. Deposits are refundable (less any bank fees deducted from the deposit payment or subsequent Period Licence fees) if claimed within 12 months of leaving the House under the following circumstances:
 - i. at least 12 weeks' notice before the Autumn term opening date of the House is given that a student no longer requires a room.
 - ii. if between 8-11 weeks' notice is given a 50% refund is due
 - iii. if less than 8 weeks' notice is given, there is no refund payable.
 - iv. QAH is not able to offer accommodation.
 - v. no damage has been caused to the room or other QAH property
 - vi. all accommodation licence fees have been paid in full.

3. QAH accommodation includes the following in the Licence fee:

- 3.1 Gas and electricity charges (subject to reasonable usage).
- 3.2 Connection to a broadband wireless service (subject to reasonable usage).
- 3.3 Heating and hot water as supplied by the QAH heating system. Personal heaters are strictly forbidden and may not be used anywhere in QAH.
- 3.4 Catering as follows:
 - i. Breakfast and evening meal Monday to Friday
 - ii. Breakfast, lunch and evening meal on Saturday
 - iii. Breakfast and lunch on Sunday with a Supper bag on Sunday evening
- 3.5 The last week of the Summer term is Bed and Breakfast only.

4. Inventory

4.1 Rooms are equipped with basic furniture and fittings. If you wish to remove or add any furniture or fittings you must first get approval from the Principal. If you are given permission to add furniture or fittings to your room, the furniture or fittings will become the property of QAH when you leave the House.

5. Use of accommodation

5.1 The accommodation may only be used for your personal living accommodation and not for business or any other use.

5.2 All accommodation at QAH is single occupancy and you may not have anyone else stay in your room overnight.

5.3 No pets or other animals other than assistance dogs may be kept in or around the accommodation.

5.4 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. This may result in your eviction from QAH.

5.5 You agree not to sublet or share the accommodation or to allow any visitors to stay in your room in your absence under any circumstances. Please refer to the QAH General Notices for guest visiting hours.

Please note that any breach of the requirements set out in this clause will be treated as a serious disciplinary offence which may result in your eviction from QAH.

6. QAH General Notices and Rules

6.1 You must abide by the QAH General Notices and Rules that are sent to you on acceptance into QAH or beforehand upon request.

6.2 You must observe all fire safety and evacuation procedures and take part in practice fire drills while residing at QAH.

6.3 Do not compromise the safety of yourself or others. This includes but is not limited to the following:

- a. Never prop open fire doors, specially kitchen and corridor doors
- b. Never tamper with fire safety equipment (which is a criminal offence)
- c. Never throw or let objects fall from the building
- d. Never enter prohibited areas of QAH.
- e. Always ensure that the corridors and common areas at QAH are kept free from any obstruction, clutter or hazard: this is for your benefit, your guests and others who may enter QAH from time to time. It is also a requirement of the London Fire Service.
- f. If you identify any item within QAH which you think is unsafe or may be a hazard, you must contact a senior member of staff immediately (communal areas are the responsibility of all residents).

- g. Do not allow uninvited strangers to enter QAH. Do not allow anyone you do not know to follow you into the House and do not leave any external doors open.
- h. Illegal acts in QAH, e.g. use and/or possession of prohibited drugs, will lead to eviction and referral to the Police.
- i. Firearms and weapons (including swords, air guns and air pistols) are strictly forbidden at QAH.
- j. Bicycles and motorcycles may not be stored anywhere within QAH.
- k. Use of skipping ropes within QAH are forbidden.
- l. Cycling, rollerblading and ball games are not permitted at QAH.
- m. You must ensure that you are aware of and comply with all regulations regarding the use of IT facilities at QAH.
- n. 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.
- o. You must comply with all rules and regulations made by or on behalf of QAH relating to your use of the accommodation and notified to you from time to time in writing.

7. Electricity

7.1 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 or multi boxes in a single socket (as there is a danger of overloading the circuit).
- d. not to use electrical extension leads
- e. not to interfere in any way with the electrical distribution board or consumer units in QAH or to attempt to replace blown fuses.
- f. not to remove light bulbs from their fittings (report any fault to Reception).

7.2 QAH annually tests all its own portable equipment. Students' personal equipment is **NOT** routinely tested. You are therefore responsible for checking to ensure that it is safe to use. You might be required to provide staff with full details of any equipment including manufacturer, type of equipment, loading and whether it complies with relevant standards.

7.3 QAH 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. Health

8.1 You are required to complete a Medical Form and hand it in to Reception within one week of entering QAH.

8.2 You are required to register with a Doctor within one week of entering QAH.

8.3 In the event that QAH believes that you have contracted an infectious disease which it believes poses a health risk to other residents, QAH may require you to move to alternative accommodation until QAH is satisfied that the risk has been assessed as being acceptable.

- 8.4 If we are concerned that you are at risk of harming yourself or others we will, if possible, discuss this with you first but we may need to be in touch with your parents, GP, or other emergency services even if you do not consent.

9. Defects and damage

- 9.1 If you become aware of any defects in or damage to QAH (whether or not caused by you and whether or not in your room) you must report this immediately to Reception.
- 9.2 You accept full financial liability for any loss or damage you or your visitors may cause to QAH including any cleaning costs.

10. Keys and access

- 10.1 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.
- 10.2 QAH 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, QAH reserves the right to enter (or for its nominees to enter) your accommodation at any time without notice.

11. Non-residents and visitors

- 11.1 You accept responsibility for the actions and behaviour of your visitors, including any damage they cause.
- 11.2 Overnight guests are not permitted to stay in your room at QAH or anywhere else on the premises after 11.00pm. If you wish to have a visitor aged 18 years or over stay at QAH in the small guest room or the guest flat you must hand in your request to Reception at least seven days in advance.
- 11.3 QAH reserves the right to refuse admission to any non-resident and/or to require any non-resident to leave the accommodation.

12. Room Swapping/Changes

- 12.1 QAH reserves the right to require you to change rooms within the House.
- 12.2 You are not entitled to swap/exchange rooms with another student without prior approval of the Principal.

13. The Licence Fee

- 13.1 The weekly Licence fee for each room band is shown on the QAH web site at www.queenalex.com. The minimum 36 week Licence Agreement periods are shown in Clauses 1.1, 1.2, 1.3 and 1.4. Fees for the following academic year are updated in the web site as early as possible each academic year.

- 13.2 Should you not pay your Licence fees or other sums due under the terms and conditions of this agreement, QAH will take all necessary legal action to recover the debts and the cost of doing so may be passed on to you.
- 13.3 It is imperative that, should you anticipate having any problems with payment of Licence fees or any other sums due under the agreement, you should contact the Principal as soon as possible to discuss your options.

14. Administrative charges

14.1 If you either:

- a. Fail to pay the Licence fee in full at the times and in the manner specified; or
- b. Request to pay the Licence fee and other charges other than at the times and in the manner specified

then QAH is entitled (without prejudice to its other rights and remedies under the Licence) to levy a reasonable charge to cover its administrative costs and interest foregone.

Only in exceptional circumstances will such charges be waived.

14.2 Payments returned unpaid by your bank will be charged at £10.00 per incident plus any associated bank charges.

15. End of Licence term

- 15.1 At the end of the Licence term you should clean and clear your room of all belongings by 10.00am and return your keys to Reception. You must make sure that your doors and windows are firmly locked before you leave your room.
- 15.2 Any provision of this Licence agreement that expressly or by implication is intended to come into or continue in force on or after the end of the Licence term shall remain in full force and effect.

16. Early Termination of the Licence by QAH

16.1 QAH is entitled to terminate this Licence on written notice if:

- a. You commit a serious breach of these Terms and Conditions or any other rules of QAH.
- b. Any payment due under this agreement is at least 21 days late and you have then failed to make the payment having been given 14 days' notice by QAH.
- c. If QAH intends to terminate the Licence, QAH will serve you with a written notice. If you fail to vacate the accommodation and/or pay any outstanding arrears, QAH may take court proceedings to recover both the accommodation and the outstanding sums and the court may make an order that you pay QAH's costs of those proceedings.

17. Other accommodation conditions

- 17.1 QAH 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). QAH is not liable for any consequential loss whatsoever.
- 17.2 QAH'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 the Licence.
- 17.3 In the event of a disaster or event outside QAH's control which necessitates the closing of the House for any given period of time, QAH will not be responsible for finding alternative accommodation for residents.

18. Under 18 Terms and Conditions

- 18.2 QAH may accept residents from the age of 16. Terms and Conditions are set out in our Under 18 Agreement which must be accepted and signed by a parent or legal guardian before a resident enters QAH.
- 18.3 As set out in the Under 18 Agreement, all residents under the age of 18 must have a Guardian.
- 18.4 QAH is not 'loco parentis' and therefore accepts no parental responsibility.

19. Cancellation Policy

- 19.1 If you inform the Principal in writing that you wish to cancel the Licence for the **2019/20** academic year, the following charges will apply:
- If notice is given before 01 August, QAHA will take all reasonable steps to re-Licence the accommodation where it is reasonable for it to do so. Any replacement student must be approved by QAHA. In the event that QAHA is able to re-Licence the accommodation, you will receive an appropriate reimbursement in respect of Licence fees you have paid, subject to a deduction in respect of any other sums due to QAHA. There is no guarantee that any refund will be payable and the decision made by QAHA regarding any possible re-Licensing and possible refund due will be final.
 - If notice is given after 01 August, **no refund will be payable and you will be liable to pay for the full Licence term (i.e. all Licence periods).**

20.0 Personal Data Usage Information

- 20.1 You agree and consent to QAH using your personal data in accordance with QAH's Privacy Policy; please refer to our web site at <http://www.queenalex.com>. A hard copy can be made available on request. All data processing will be carried out in compliance with the applicable protection laws.