



## Queen Alexandra's House Accommodation Licence Agreement and Residents Terms and Conditions 2020 / 2021

This agreement is an accommodation Licence agreement and when accepted by you the Resident, 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.** 41 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.

**1.2** Licence periods 2020/21 for QAH accommodation are as follows: By this Agreement Queen Alexandra's House grants the Resident a License Agreement to occupy the Accommodation from the following dates:

- a.** Period 1 – Autumn Term – 06 September to 19 December 2020 (15 weeks).
- b.** Period 2 –Spring Term – 03 January to 27 March 2021 (12 weeks).
- c.** Period 3 –Summer Term – 11 April to 18 July 2021 (14 weeks).

Upon the terms and conditions set out and incorporated herein.

(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, and receipt by QAH of signed acceptance of the Accommodation Licence and payable on or before 01 August 2020.
- b.** Period 2 –issued towards the end of Period 1 and payable on or before 19 December 2020.
- c.** Period 3 –issued towards the end of Period 3 and payable on or before 27 March 2021.

#### 2. Deposits

**2.1** In order to confirm the booking at Queen Alexandra's House 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** Utilities as follows:

- a.** Gas and electricity charges (subject to reasonable usage).
- b.** Connection to a broadband wireless service (subject to reasonable usage).
- c.** Heating and hot water as supplied by the QAH heating system.

Personal heaters are strictly forbidden and may not be used anywhere in QAH.

#### **3.2** Catering as follows:

- a.** Breakfast and evening meal Monday to Friday
- b.** Breakfast, lunch and evening meal on Saturday
- c.** Breakfast and lunch on Sunday with a Supper bag on Sunday evening

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.

**4.2** The Resident must keep the interior of their room in good and clean condition and keep the furniture fixtures and fittings in good order and condition.

**4.3** Residents are not to remove any furniture or equipment from the Communal Areas and are asked to keep them in good and clean condition at all times.

**4.4** All residents must fill in and return a room inventory form within 48 hours of arrival. The condition of the Accommodation will be checked against these forms and emails when the Resident vacates, and charges may apply where damage and/or missing items not noted is found.

**4.5** Any damage to furniture and equipment identified by the Resident must be reported immediately to reception.

### **5. Defects and damage**

**5.1** If you become aware of any defects in or damage to Queen Alexandra's House (whether or not caused by you and whether or not in your room) you must report this immediately to Reception.

**5.2** You accept full financial liability for any loss or damage you or your visitors may cause to QAH,

they will be charged for the cost of any repair, replacement, cleaning or action to return fixtures and fittings to a reasonable state.

## **6. Use of accommodation**

- 6.1** The accommodation may only be used for your personal living accommodation and not for business or any other use.
- 6.2** All accommodation at QAH is single occupancy and you may not have anyone else stay in your room overnight.
- 6.3** 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. This may result in your eviction from QAH.
- 6.4** You agree not to sublicence 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.

## **7. Health and Safety**

### **7.1 Fire prevention and safety**

The Resident must take reasonable care for their own and others' safety during their time at QAH. They are expected to observe and comply the Fire Safety Regulations and Policy at all times, Codes of Practice and Residential Handbook. A Resident may be fined for breaches of the Fire Safety regulation contained within QAH Resident Disciplinary Procedure.

- a.** Misuse of fire alarms and firefighting equipment including tampering with smoke and heat detectors is a prosecutable offence under Section 8 of the Health and Safety at Work Act 1974. The Health and Safety at Work Act 1974, including any updates or amendments is available at: <http://www.legislation.gov.uk/ukpga/1974/37>.
- b.** Bedroom doors, kitchen doors and other fire check doors must not in any circumstances be propped open as this could pose a serious danger in the event of a fire.
- c.** Escape routes and fire exit doors must not be obstructed in any way. Personal items must not be left in corridors.
- d.** Cooking and catering must only be undertaken in the designated kitchen areas.
- e.** The resident must never leave cooking unattended.
- f.** In no circumstances should the resident keep or use cooking equipment such as toasters, kettles, grills, rice cookers or hotplates in any area apart from the kitchen worktops and such equipment may be removed if found in unauthorised areas.
- g.** Deep fat frying and the use of chip pans (i.e. a saucepan full of oil) on induction hobs / cookers is prohibited.
- h.** The use of lighted candles, jos sticks, aromatic oil heaters, shisha pipes, cigarettes, e-cigarettes or any device which has a naked flame is prohibited at QAH.
- i.** The use of barbeques within the hall or outside communal space is prohibited.  
The hanging of net curtains or other non-fireproof material is not allowed.
- j.** The Resident must not cover or obstruct heaters.
- k.** The Resident must not place material or garments on or near a heater or obstruct the air circulation around a heater, for instance by curtains or furniture pushing up against a heater, as this could cause overheating and a fire risk.
- l.** The resident may not bring their own heaters into the Accommodation.

If any resident notices any of the above being breached they must report this to reception.

## **7.1.1** Fire Alarms

- a.** Please ensure that you read the Fire Evacuation Notice displayed in your room.
- b.** Take time to familiarise yourself with the Fire Escape routes throughout the building within the first 48 hours of arrival.
- c.** A Weekly Fire Alarm Test will be held at 11am every Thursday, the bell will ring for about 20 seconds. There is no need to evacuate the building unless the bells continues to ring.
- d.** There will be 3 Fire Alarm Drills held during the year and all residents must participate, if in house at the time the alarm sounds, failure to do so will result in disciplinary action.
- e.** The Resident and their guests must always evacuate buildings promptly when the alarm sounds and meet at the assembly point. A roll call will be conducted by a staff member, you must advise that your present and correct. Failure to do so would lead to us thinking that you are still inside the building and trapped and send in Fire Fighters, putting their lives unnecessarily at risk.
- f.** Do not use a lift when the fire alarm sounds.

## **7.2** Electrical Equipment

All electrical equipment must be fitted with a suitable and fused plug and must carry the CE mark. All equipment must be kept in a safe condition. QAH use reserves the right to remove, destroy or disable any electrical equipment that does not meet these standards / which it deems unsafe. Where practicable this will be discussed with you before any action is taken.

Residents agree to the following:

- 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 without surge protection.
- e.** Not to interfere in any way with the electrical distribution board or consumer units in QAH to attempt to replace blown fuses.
- f.** Not to remove light bulbs from their fittings (report any fault to Reception).
- g.** 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).

Queen Alexandra's House 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** No-smoking Policy

Smoking, including the use of electronic cigarettes, is not permitted at QAH, it is illegal to smoke in the building. Smoking outside QAH should be at least 5 metres from any windows or entrances. Smokers are also asked to ensure that cigarette ends are picked up and disposed of and not left on the street.

## **7.4** Windows

Window restrictors must not be tampered with and residents must not climb out of / or sit on any window ledges. Residents must not throw any items out of open windows or let items fall from the building.

## **8. Health**

- 8.1** You are required to complete a Medical Form and hand it in to Reception within one week of entering QAH and register with a doctor within one week of entering QAH.
- 8.2** 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.
- 8.3** 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. General Conduct**

- 9.1** Respect for other residents and neighbours of QAH.
- 9.1.1** All residents and their guests are always to conduct themselves, in a manner that does not cause noise nuisance, offence or injury, disturbance to other residents, guests, staff or neighbours.
- 9.1.2** Residents are to act in a manner and help maintain a community which considers the health and well-being of each other and that is conducive to study and does not cause damage to their property.
- 9.1.3** Residents are always to respect noise levels and quiet periods. Quiet periods are between 11pm – 7am Monday – Sunday. Residents and / or their guests are also advised to avoid shouting, slamming doors and other behaviour that will cause disturbance to other residents and neighbours.
- 9.1.4** Residents are not to host events which are not appropriate for QAH such as parties (particularly those involving many people). We ask all residents not to host or advertise any unauthorised events and / or invite excessive numbers of guests into QAH.
- 9.1.5** If residents wish to host an event permission from the General Manager and Principal must be obtained.
- 9.2** Illegal Substances
- The possession use and/or supply of illegal drugs, solvent abuse and psychoactive substances are prohibited at QAH. Any resident / guests who use illegal substances / solvents abuse will lead to eviction and referral to the Police.
- 9.3** Firearms / offensive weapons
- Firearms, offensive weapons, air pistols/rifles and pyrotechnics (fireworks, flares etc.) are not permitted and are strictly forbidden at QAH. Any residents in possession with any such items and those deemed illegal will be reported to the local authorities and may face exclusion from QAH.
- 9.4** Non-residents and visitors / guests
- 9.4.1** The resident is always responsible for the conduct of their visitor / guest and ensure that they show consideration too all residents at QAH. The resident accepts responsibility for the actions and behaviour of your visitors, including any damage they cause.

- 9.4.2** 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.
- 9.4.3** QAH reserves the right to refuse admission to any non-resident and/or to require any nonresident to leave the accommodation.
- 9.4.4** 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.
- 9.5** Queen Alexandra's House Staff
- 9.5.1** Residents should comply with all reasonable instructions provided by staff at QAH.
- 9.5.2** Residents must behave respectfully and not exhibit abusive / inappropriate behaviour towards fellow residents, staff and / or contractors.
- 9.5.3** Residents permit staff, contractors and other work persons, to enter their room to undertake any works such as cleaning and maintenance when required to do so within reasonable hours of the daytime.
- 9.5.4** The General Manager and Principal reserves the right to carry out routine inspections at all reasonable hours of the daytime. The General Manager and Principal will ensure a minimum of 24 hours' notice will be given where possible before a routine inspection is carried out.
- 9.5.5** The resident will permit the General Manager and Principal to enter their room if they feel that any Health & Safety Regulation has been breached, in the event of an emergency or if they have concern for the welfare of the resident; without any prior notice being issued / given.
- 9.6** Keys and access
- 9.6.1** Residents must not duplicate any keys issued or use the keys otherwise than in accordance with the purpose for which they were issued.
- 9.6.2** 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.
- 9.7** Room Allocation / Room Changes.
- 9.7.1** Your licence with QAH guarantees you are set room grade but not a specific room number. QAH will try it's upmost to allocate you rooms as requested, however, at times due to operational reasons, it may be necessary to allocate you to another room.
- 9.7.2** QAH reserves the right to require you to change rooms within the House.
- 9.7.3** You are not entitled to swap/exchange rooms with another student without prior approval of the Principal.
- 9.8** Pets
- No pets, except for registered assistance / therapy animals, are permitted at QAH.

## **9.9** Parking

There is no parking available at QAH. Bicycles and motorcycles may not be stored anywhere within QAH.

## **9.10** Other accommodation conditions

**9.10.1** 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.

**9.10.2** QAH 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.

**9.10.3** In the event of a disaster or event outside QAH 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.

## **10. The Licence Fee**

The weekly Licence fee for each room band is shown on the QAH web site at [www.queenalex.com](http://www.queenalex.com). The 41-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.

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.

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.

## **11. Administrative charges**

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 Queen Alexandra's House 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 this will be the discretion of the General Manager and Principal.

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

## **12. End of Licence term**

**12.1** 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.

- 12.1.2** Staff at QAH will carry out a room inspection prior to departure to ensure that there are no damages to the furniture, fixtures and fittings.
- 12.1.3** 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.

### **13. Early Termination of the Licence by Queen Alexandra's House**

Queen Alexandra's House 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.
- d.** 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 costs of those proceedings.
- e.** Where the Resident is not registered on a full-time programme of study.

### **14. Other accommodation conditions**

The resident has withdrawn or is interrupted from their programme of study. A resident will be required to provide evidence supporting this by their University and will be required to give 6 weeks' notice from the date of notification of withdrawal. The resident will be charged for this notice period and a replacement must be found to take over their Licence Agreement otherwise the resident will be liable for the room until a replacement has been found for their room, who is in full time tertiary education and is studying within the Arts or Sciences within the 1851 Commission.

### **15. Under 18 Terms and Conditions**

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

### **16 Cancellation Policy**

If you inform the General Manager and Principal in writing that you wish to cancel the Licence for the 2020/21 academic year, the following charges will apply:

- a.** If notice is given before 01 August, QAH 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 QAH. In the event that QAH 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 QAH. There is no guarantee that any refund will be payable, and the decision made by QAH regarding any possible re-Licensing and possible refund due will be final.
- b.** 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).



## **17. Personal Data Usage Information**

You agree and consent QAH using your personal data in accordance with QAH Privacy Policy; please refer to our website 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.