



Queen Alexandra's House Association

Accommodation Licence Agreement and Residents Terms and Conditions 2023 / 2024

This agreement is an Accommodation Licence Agreement at Queen Alexandra's House 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.

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 at the time of application, this Licence Agreement must be signed by your parent or legal guardian.

By accepting this licence agreement, you agree to read and obey the terms set out and sign to say that you accept the terms.

When you sign this licence agreement you are also agreeing to abide by the terms and conditions of the licence agreement and any other notices set out by Queen Alexandra's House Association.

If there is anything You do not understand or if You have and other queries relating to this licence agreement, please contact the General Manager at Queen Alexandra's House Association at info@queenalex.com.

Conditions of Residence

Welcome to Queen Alexandra's House Association. QAHA strive to provide a welcoming, safe, secure, and comfortable accommodation. We are committed to assist and support your needs, providing a friendly environment for all residents, staff and visitors.

You should make sure you familiarise yourself with all the information set out in this document's terms and conditions., but we particularly want to draw your attention to the below conditions of residence:

Application Process

- Residents must be studying full time at either Royal College of Music, Imperial College London or Royal College of Arts in order to apply for accommodation at Queen Alexandra's House Association
- Residents must fill in all details on the application form and sign where required.
- Residents must send over a copy of their acceptance letter with their application form, if this isn't received the Residence Team will not consider your application.
- Residents my return a signed copy of the Licence Agreement along with their application from and University Acceptance Letter, if this isn't received the Residence Team will not consider your application.

Conduct and Behaviour

- We expect You to behave in a manner that shows respect to your fellow residents, visitors, staff, and contractors as well as the building you live in and its contents.
- You are expected to comply with QAHA policies. Our policies can be updated at any times, and you should ensure that you check these regularly.
- If you fail to comply with your responsibilities in this Licence Agreement and our policies, we will speak to you and let you know (unless the failure is serious, or you do not correct the problem when asked) we will give you a chance to put things right. If you do not take this opportunity, or the failure is serious, and / or you still do not comply with the obligations and standards we require and set out in the licence agreement, we can start disciplinary action against you, which may result in you having to leave QAHA.

Day Guests, Over Night Guests & Subletting

- You are always responsible for the conduct of their guest and ensure that they show consideration to all residents at Queen Alexandra's House as per the Queen Alexandra's House Guest Policy 2023 / 2024.

- You accept responsibility for the actions and behaviour of your visitors, including any damage they cause.
- Overnight guests are not permitted to stay in your room at QAH or anywhere else on the Building after Midnight.
- Visiting hours – Monday to Sunday 10:00 to 00:00 (midnight).
- If you wish to have a visitor aged 18 years or over to stay overnight at QAH in the guest room you must hand in your request to Reception at least 48 hours in advance, the guest will be required to pay £60 per night to stay at QAHA which includes 2 meals (Monday – Friday - Breakfast & Dinner, Saturday – Sunday - Breakfast & Lunch). Please note that the guest room is in the main part of the house which is a female only residence.
- If you wish to have a visitor aged 18 years or over to stay overnight at QAH in the guest apartment you must hand in your request to Reception at least 1 week in advance, the guest will be required to pay £150 per night to stay at QAHA. The guest apartment can sleep up to 3 people (the 3rd person at an additional charge of £50 per night). The guest's apartment is on a room only basis and has no access to the main house.
- QAH reserves the right to refuse admission to any non-resident and/or to require any non-resident to leave the accommodation.
- 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.
- You must not allow anyone to stay in your room or building when you are not with them, we may take disciplinary action against you that could result in you leaving your accommodation.
- You must not let someone sublet your room when you are away from QAHA, we may take disciplinary action against you that could result in you leaving your accommodation.

Cleaning & Cooking

- You are responsible for keeping your accommodation in a clean and tidy state.
- You are responsible for cleaning the communal kitchen after use including washing and drying all cutlery, crockery, glassware, pots & pan and utensils used and wiping down any spillages on all surfaces.
- You are not to leave any cooking unattended at any time, this includes using any electronic cooking devices.
- If You see a resident leave their cooking unattended You are responsible for notifying reception. Any resident caught leaving cooking unattended will be subject to disciplinary action as per the Residents Disciplinary Policy.

- You are responsible for cleaning toilet basins after use to ensure that any waste is not visible for the next person to use.
- QAH staff provide a daily clean of all communal areas only, with the exception of the communal kitchens. Please note that during public holidays QAH will not provide cleaning services.

Payment Schedules, Key Dates and Timescales

You need to be aware of the following key dates and payment schedules and timescales:

Payment Instalment dates Deposits – within 48 hours of application being accepted.

Period 1 Autumn Term – 14 July 2023.

Period 2 Spring Term – 17 November 2023.

Period 3 Summer Term – 1 March 2023.

Room Inventory Form Up to 14 days after arrival at QAHA.

You agree to check, sign, and return your room inventory form and notify QAHA of any discrepancies. Up to 14 days after receiving the inventory.
If not returned within 14 days If not returned it is deemed acceptance that the inventory form is correct.

Visiting Hours Monday – Sunday - 10:00 to 00:00 (midnight)

Term Dates Autumn Term – Saturday 2 September - Saturday 16 December 2023

Spring Term – Tuesday 2 January - Saturday 23 March 2024

Summer Term - – Saturday 6 April to Saturday 13 July 2024

Date and time for you to vacate your room 10am on the last days of each term.

Date and time you can arrive at QAHA 2pm on the first day of the term.

Licence Agreement Terms & Conditions

1 Agreement

1.1 The agreement between You and Us consists of:

- These terms and conditions in this Agreement and any issues amendments, and
- Our regulations detailed in our Policies listed in Schedule 2 to this Agreement and any other of the QAHA Policies, whether they are in place on

the date of this Agreement or introduced by QAHA later. Our policies can be changed or updated at any time.

- 1.2. If You Accept the offer of the Room, then You are accepting the terms and conditions of any other documents referred to in this Agreement, including all of QAHA Policies and You acknowledge that You have read the content.
- 1.3. In this Agreement certain words and expressions have defined meanings, these are set out in Schedule 1 at the end of this Agreement. You should make sure that You read and understand them.
- 1.4. In these Terms and Conditions of Residence 'You' or 'Your' means the person entering into this Agreement and 'We', 'Our', 'Us' and "QAH" OR "QAHA" means Queen Alexandra's House / Queen Alexandra's House Association", or where a service is provided by an Operator, 'We' or 'Our' may refer to the Operator.
- 1.5. You confirm that You accept and agree all of the obligations in this Agreement when You accept receive your 'Acceptance Letter and pay your deposit'. This Agreement is legally entered into between You and Us, when We send the Confirmation E-mail to You that your deposit has been received.
- 1.6. This licence agreement is governed by English law, which international students may find quite different to the law which applies in their country. You may wish to get professional advice before accepting.
- 1.7. If there is any difference between this Agreement and Our Policies, the information in the Policies will take priority.
- 1.8. We strongly recommend that You talk through the content of this Agreement with Your parent, guardian or another adult before You accept the offer of accommodation at the College.

2 Your Accommodation Licence Agreement

2.1 QAHA offers the following accommodation licence terms:

- 41-week Licence Agreement (or variation as stipulated) provides accommodation over the first (Autumn term), second (Spring term) and third (Summer term) periods set out in clause 2.2.

2.2 Licence periods 2023/2024 for QAHA accommodation are as follows:

By this Agreement QAHA grants the Resident a License Agreement to occupy the Accommodation from the following dates:

- a. Period 1 – Autumn term – Saturday 02 September to Saturday 16 December 2023 (open for 15 weeks)

- b. Period 2 – Spring term – Tuesday 02 January to Saturday 23 March 2024 (QAHA open for 12 weeks)
 - c. Period 3 – Summer term – Saturday 6 April to Saturday 13 July 2024 (QAHA open for 14 weeks)
- upon the terms and conditions set out and incorporated herein.

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

2.3 QAHA arrival and departure times:

- a. Autumn Term – Opens at 2pm on Saturday 2 September 2023
Closes at 10am on Saturday 16 December 2023
- b. Spring Term - Opens at 2pm on Tuesday 2 January 2024
Closes at 10am on Saturday 23 March 2024
- c. Summer Term - Opens at 2pm on Saturday 6 April 2024
Closes at 10am on Saturday 13 July 2024

Please note that QAHA will not be able to accommodate any early arrivals or late departures. Please arrange transport / flights accordingly.

2.4 A contract is formed between you and QAHA when you accept the offer of accommodation by QAHA.

2.5 For the avoidance of doubt, you may only enter into this licence agreement and reside within QAHA if you are registered as a full-time student at the Royal College of Music, Royal College of Art or Imperial College London during the whole accommodation period. If you are registered as a full-time student at other institutions and studying art, music or science, QAHA will place you on a waiting list.

2.6 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 QAHA and receipt by QAHA of signed acceptance of the Accommodation Licence and payable on or before 14 July 2023.
- b. Period 2 - issued towards the end of Period 1 and payable on or before 17 November 2023.
- c. Period 3 - issued towards the end of Period 3 and payable on or before 01 March 2024.

2.7 If You have a Sponsor, You will be responsible for providing them with all the information they require to enable them to make payments on Your behalf, including forwarding a copy of any invoice which will be in Your name and not the name of your Sponsor, in accordance with the same timescales that would apply if You were making all the payments Yourself. If Your sponsor fails to pay by the due date, You will remain liable for the full payment. We will contact You by email if We have problems receiving money from Your sponsor.

2.8 You must promptly pay any other amounts that are properly due under these terms and conditions. If You do not comply with these terms and conditions, and We have to enforce

them, You agree to pay the charges which We reasonably incur. This includes fees for professional advice, court fees, bailiff's fees, a reasonable charge for Our own time and any out-of-pocket expenses.

- 2.9. The following facilities are NOT included in the Residence Fee: television licence, telephone charges, laundry costs, council tax (if it becomes payable), parking fees (if any), contents insurance other than that detailed in this Agreement. You will be required to make any payments for any of those sums if they do become due.
- 2.10 Internet service to the Room is provided by Our nominated provider and is subject to 2.10.1 the relevant terms and conditions of use, and 2.10.2 our acceptable use policies. Details can be found in the Policies in Schedule 3. We may suspend internet access if You fail to comply with Our Policies.
- 2.10.1 the relevant terms and conditions of use, and
 - 2.10.2 our acceptable use policies. Details can be found in the Policies in Schedule 2. We may suspend internet access if You fail to comply with Our Policies.

We may suspend you if You fail to comply with Our Policies.

3. Deposits

- 3.1 In order to confirm the booking at Queen Alexandra's House a £500.00 deposit is required in addition to the Accommodation licence fees.
- a. Once an application is received and acknowledged, a £500.00 deposit will be requested to be paid within 2 days from the electronic letter of offer being sent prior to 16 July 2023. Accepted room offers with unpaid deposits 2 days after an offer is made electronically will be cancelled.
 - b. Applications received after 16 July 2023 a £500.00 deposit is required upon application.
 - c. 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. if 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. if QAHA is not able to offer accommodation.
 - V. if no damage has been caused to the room or other QAHA property
 - VI. if all accommodation licence fees have been paid in full.

4 QAHA accommodation includes the following in the Licence fee.

4.1 Utilities:

- a. Gas and electricity charges (subject to reasonable usage, please see clause 3.3).
- b. Connection to a broadband wireless service (subject to reasonable usage please see clause 3.3).
- c. Heating and hot water as supplied by the QAHA heating system. Personal heaters are strictly forbidden and may not be used anywhere in QAHA.

4.2 Catering

QAHA provides the following meals which are included in your weekly accommodation fee however due to food increases the rates per week may change (please see clause 3.3)

- a. Monday – Friday - Breakfast (7.30am – 9am kitchen closes at 8:45am) and Supper (5:45pm – 7:15pm kitchen closes at 7pm)
- b. Saturday and Sunday - Breakfast (7.30am – 9am) and lunch (12 Noon – 1.15pm kitchen closes at 1pm)

The kitchen closes 15 minutes before the end of each meal service. QAHA are unable to alter mealtimes and are unable to accommodate take away meal services. QAHA are not responsible for changing meal service times to accommodate classes or social events.

The last week of the summer term is Bed and Breakfast only.

4.3 QAHA provides Heating and Hot Water and will use best endeavours to ensure that a reasonable internal temperature is always maintained in the accommodation.

Due to the current issues with the food supply chain, QAHA will endeavour to keep our catering costs at the current weekly rate but may have to provide you with 4 weeks' notice if costs escalate beyond our control during the year.

5 Inventory, Defects & Damages

5.1 We will give you an inventory form to complete and hand back within 14 days.

5.2 You agree to fill out and return the inventory form to The Residence Team and notify The Residence Team of any discrepancies within 14 days of moving into your Room. The condition of the Accommodation will be checked against these forms and emails when the Resident vacates, and charges may apply where damaged and/or missing items are noted. If not returned it is deemed acceptance that the inventory form is correct.

5.3 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 General Manager. If you are given permission to add furniture or fittings to your room, the furniture or fittings will become the property of QAHA when you leave the House, unless they are removed by you when the room is vacated.

5.4 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.

5.5 Resident are not to remove any furniture or equipment from the Communal Areas of the Building and are to treat them without damage.

6 Communal Areas and Cleaning

6.1 QAHA will clean all Shared Facilities daily except for the communal kitchens where QAHA will mop the floor and empty bins daily only and the cost of normal cleaning is included in the Licence Fee. If You and the other residents leave their Shared Facilities in a worse condition than QAHA would reasonably expect, QAHA will charge You and the other occupiers for the cost of any additional cleaning which QAHA decides is reasonably necessary. If QAHA can identify the person who has caused the Damage or whose actions have resulted in additional cleaning costs, then We may charge that person for all the costs.

6.2 QAHA may temporarily suspend use of the Shared Facilities to allow them to be properly cleaned or for any other reasonable reason determined by the Operator, including health and safety and welfare reasons.

6.3 You (and the other residents who use them) must keep the Shared Facilities reasonably tidy. You must not leave rubbish in the Shared Facilities, except in any bins We provide. You should not put anything in the drains that is likely to block them.

7 Use of accommodation

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

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

7.3 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 treated as a serious disciplinary offence. This may result in your eviction from QAHA.

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

7.5 No pets or other animals other than assistance dogs may be kept in your accommodation.

Please note that any breach of the requirements set out in clause 7 will be treated as a serious disciplinary offence, which may result in the termination of this licence agreement.

8 Conditions of Residence

As a resident you agree to accept and observe the following conditions which are designed to:

- a. Ensure that the welfare of the resident, other residents, staff, contractors, and members of the local community are safeguarded and protected,
- b. Enable the effective management of the residence in pursuance of the licence agreement and objectives.

8.1 Fire prevention and safety

Residents must take reasonable care for their own and others' safety during their time at Queen Alexandra's House. You are expected to read and follow the Fire Safety Regulations and Policy, Codes of Practice and Residential Handbook.

A Resident may be fined up to £500 for breaches of the Fire Safety regulation contained within Queen Alexandra's House Resident Disciplinary Procedure.

- a. Misuse of fire alarms and firefighting equipment including covering or 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. The Resident must never leave cooking unattended. This includes all electronic cooking equipment.
- e. In no circumstances should the Resident keep or use cooking equipment such as toasters, kettles, grills, rice cookers or hotplates in any area of the building apart from the kitchen worktops and such equipment will be removed.
- f. Deep fat frying and the use of chip pans (including a saucepan full of oil) on cookers is prohibited.
- g. The use of lighted candles, jos sticks, aromatic oil heaters, shisha pipes, cigarettes or any device which has a naked flame is prohibited at Queen Alexandra's House.
- h. The use of barbecues within the House or outside communal spaces, is prohibited.
- i. The hanging of net curtains or other non-fireproof material is not allowed.
- j. The resident must not cover or obstruct heaters. 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.
- k. The resident must not bring their own heaters into the Accommodation.

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 between 11am & Noon every Thursday, the sounders will ring for about 20 seconds. There is no need to evacuate the building unless the sounders continue to ring.
- d. There will be 3 Fire Alarm Drills held during the year and all residents must participate if in the 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 the building 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 you are present and correct. Failure to do so will lead us to think that you are still inside the building and trapped and send in Fire Fighters, putting their lives unnecessarily at risk.
- f. Do not use the Lift when the fire alarm sounds.

8.2 Electrical Equipment

All electrical equipment must be fitted with a UK plug and must carry the CE mark. All equipment must be kept in a safe condition.

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 that have not been provided by QAHA.
- e. Not to interfere in any way with the electrical distribution board or consumer units in QAHA or to attempt to replace blown fuses.
- f. Not to remove light bulbs from their fittings (report any faults at reception)
- g. If you identify any item within QAHA 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).
- h. The use of Schuko plugs (European plugs) and flat parallel pin plugs (American plugs) are strictly prohibited.

QAHA 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.

- 8.3 QAHA reserves the right to refuse permission for you to use particular electrical items. A list of these items can be found in your Residents Handbook.

8.4 QAHA reserve the right to remove, destroy or disable any equipment which it deems unsafe. Where reasonably practical this will be discussed with you before any action is taken.

8.5 No smoking policy

Smoking, including the use of electronic cigarettes, is not permitted at QAHA, it is illegal to smoke in the BUILDING. Smoking outside QAHA 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.

8.6 Windows

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

8.7 Health & Safety

As a resident you agree to accept and observe the following:

- a. You are required to co-operate in complying with all Health and Safety regulations QAHA sets out as per the Resident Handbook and this Licence Agreement.
- b. Residents are not to behave in a manner as to endanger themselves and / or other persons and to take reasonable care for the health and safety of both themselves and other persons who may be affected by their actions.
- c. Residents are not to interfere with intentionally or recklessly or misuse anything provided in the residence in the interest of health, safety and welfare.

9 Insurance

9.1 The Operator will ensure the Residence and QAHA owned contents against fire and other risks which We consider required.

9.2 You should take out Your own personal possessions insurance if You have valuable items, for example a musical instrument. If You want additional cover, You must pay the insurer for it.

9.3 QAHA does not accept any responsibility or 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 brought or kept on the premises). QAHA is not liable for any consequential loss whatsoever. Please note that the insurance will not cover Your possessions when they are outside the Room (which means that they are not covered when they are in the other parts of the Residence or the Communal Areas).

9.4 If Your Room becomes uninhabitable through no fault of Your own, for example if it is damaged by a risk against which the Operator has insured, the Operator will offer You suitable alternative accommodation at the Residence, if any is available. If no suitable alternative accommodation is available, You or We will have the option to terminate Our

agreement (by giving notice in writing specifying the End Date), without any financial detriment to You.

- 9.5 If the Operator is unable to offer alternative accommodation, the Residence Fees (or an appropriate proportion as reasonably decided by Us having regard to whether or not We or the Operator or other services) will be suspended until either the Room is made habitable again or We are able to offer alternative accommodation.

10 Health

- 10.1 You are required to advise of any medical and / or dietary conditions at time of application.
- 10.2 You are required to register with a Doctor within one week of entering QAHA.
- 10.3 In the event that QAHA believes that you have contracted an infectious disease which it believes poses a health risk to other residents, QAHA may require you to move to alternative accommodation until QAHA is satisfied that the risk has been assessed as being acceptable.
- 10.4 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 contact your parents, GP, university and mental health services or other emergency services even if you do not consent.
- 10.5 QAHA will arrange a meeting within the first 14 days of your arrival to discuss your medical conditions, any Personal Emergency Evacuation Plans (PEEPS) required and You consent to QAHA being in contact with your university to ensure we can support you where reasonably practical to do so.

11 General Conduct

- 11.1 Respect for residents and neighbours of Queen Alexandra's House
- a. To establish and maintain an atmosphere conducive to living and for the general wellbeing of the residential community, QAHA expects the Resident and their guests to conduct themselves, at all times, in a manner that does not cause noise nuisance, disturbance, offence or injury to other Residents, guests and/or neighbours of the residence or damage to their property.
 - b. Do not make excessive noise. Residents are expected to always show particular consideration in respect of noise nuisance. Any device for producing excessive noise including but not limited to radios, stereo equipment, televisions, gaming devices must be kept at a reasonable level at all times. The Resident and/or their guests are also advised to avoid shouting, slamming doors and other behaviour that will cause disturbance to other Residents and neighbours.
 - c. Between the hours of 23:00 – 07:30, no noise whatsoever should be audible outside your room. Such noise can be very disruptive to other residents, both inside and outside the residence, especially in an old building where noise travels.

- d. Musical instruments can be played inside your bedroom during the following hours only 10am – 12noon & 3pm – 6pm only. At all other times you are required to use the music practice rooms.
- e. Rooms within QAHA are private living environments; they are not appropriate locations for parties (particularly those involving a large number of people). The Resident must not host or advertise unauthorised events within the residence or invite excessive numbers of guests into the residence.
- f. Bikes must be stored in the inner courtyard. QAHA bears no responsibility for bikes stored on site, residents store these at their own risk.

11.2 Illegal substances

The possession and use and/or supply of illegal drugs, solvent abuse and psychoactive substances are prohibited at Queen Alexandra's House. Any resident / guests who use illegal substances / solvents abuse will lead to eviction and referral to the Police.

Please refer to the Drugs and Anti-Social Behaviour Policy

11.3 Firearms / offensive weapons

Firearms, offensive weapons, air pistols/rifles and pyrotechnics (fireworks, flares etc.) are not permitted and are strictly forbidden at Queen Alexandra's House. Any residents in possession with any such items and those deemed illegal will be reported to the local authorities and may face exclusion from Queen Alexandra's House.

11.4 Queen Alexandra's House Staff

- a. The resident must comply with the reasonable instructions provided by staff, including completing actions required and listed in the QAHA Handbook.
- b. The resident must behave respectfully and not exhibit abusive / inappropriate behaviour towards fellow residents, staff and / or contractors.
- c. The Room Residents undertake to permit the General Manager and duly authorised personnel, contractors, and other work persons, to enter the accommodation to undertake work such as cleaning and maintenance of the accommodation at all reasonable hours of the daytime.
- d. The General Manager retains the right to inspect the accommodation at all reasonable hours of the daytime. In the event of routine inspections, a minimum of 24 hours' notice will be given where possible.
- e. The General Manager retains the right to conduct tours within the house normally within designated areas. The Resident will be advised when these are taking place and will be expected to ensure that the Accommodation is clean and tidy, that access is facilitated, and that the Resident behaves appropriately.
- f. The Resident will permit the General Manager or any staff member to enter their room if they feel that any Health and Safety regulation has been breached, in the event of an emergency or if they have concern for the welfare of the resident: without prior notice being issued / given.

11.5 Security, keys, and access

11.5.1 You must ensure that Your Room is left secure at all times. This includes but is not limited to:

- a. Keeping our keys and key fob with You at all times. Persistent failure to carry your Keys and Key Fob and You asking staff to let you into the building / room may result in a charge being made to You;
- b. Never marking your Key or Key fobs with your address
- c. Resident must not duplicate any keys issued or use the keys otherwise than in accordance with the purpose for which they were issued.
- d. Locking your bedroom door when you leave the residence, together with any corridor and main entrance doors in the Residence when entering or leaving and ensuring that all windows in the residence are closed before You go out.
- e. Residents must return keys at the end of each term, failure to do so may result in locks being changed and charged back to the resident.
- f. registering Your Visitors upon their arrival at the Residences and accompanying them at all times whilst they are at the Residence, and signing the Visitors out when they leave the Residence; complying with local procedures in respect of access controls, security keys, rooms and CCTV;
- g. QAHA 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, QAHA reserves the right to enter (or for its nominees to enter) your accommodation at any time without notice.

11.6 Room allocation

When applying you can select rooms size in order of preference. Due to the high level of applications, we cannot guarantee that you will get your expressed preference, but we endeavour to allocate residents based on preferences. This process is subject to change.

Your licence with QAHA guarantees you a room but not a specific room number.

Location, size, style, and furniture in rooms vary. QAHA cannot guarantee that the room you are allocated will have modern style furniture or be identical to any marketing photographs as the historic nature of the building leads to different room configurations even within the same room size / style / price band.

QAHA reserves the right at times, due to operational reasons, to allocate you to another room. If you are required to relocate during your license period and a room is not available at the same price band as your current room, we will offer you a reduction in Residence Fees for the remainder of your license period if you move to a lower price band room. We will not increase your Residence Fees if we move you to a higher price band room because it is the only room available. Where there is a choice of rooms in different price bands, if you select a room in a higher price band than your current band and a room is available at your current or a lower band, your Residence Fees will be increased accordingly for the remainder of your licence period.

11.7 Room swapping / changes.

- a. QAHA reserves the right to require you to change rooms within the House within the same room band.
- b. You are not entitled to swap/exchange rooms with another student without prior approval of the General Manager.

11.8 Parking

There is no parking available at Queen Alexandra's House. Motorcycles and scooters may not be stored anywhere within QAHA.

12 Other accommodation conditions

12.1 QAHA does not accept any responsibility or liability for any food items, cutlery, crockery or utensils you purchase during your time in residence. You are responsible to ensure that your food is kept in a lock box in the fridge / freezers / cupboards and lockers provided.

12.2 QAHA'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.

12.3 In the event of a disaster or event outside QAHA's control which necessitates the closing of the House for any given period of time, QAHA will not be responsible for finding alternative accommodation for residents.

13. Your responsibility and damage

13.1. QAHA will charge You for the cost of repair if the repair is needed because You did not take proper care, or You did not comply with these terms and conditions. This will be taken from your deposits at the end of the licence agreement.

13.2 If repair is needed because You did not take proper care or You did not comply with these terms and conditions, You must not attempt to carry out the repair Yourself. You must notify The Operator who will arrange for the repair to be carried out for You.

13.3 QAHA will not rebuild or reinstate the Residence if it is destroyed or damaged by a risk against which the Operator has not insured.

13.4 You must tell the Operator as soon as possible after You become aware of the need for a repair in the Room or in the Communal Areas. If the disrepair becomes worse because You did not report it within a reasonable time, the Operator may charge You for the additional costs of repair.

13.5 You (and anyone You invite into the Room) must take reasonable care of the Room and its Contents.

13.6 All residents must take reasonable care of the Communal Areas and their Contents.

14. **Conduct and Disciplinary**

14.1. You must at all times comply with the requirements of QAHA:

14.1.1 Residences Disciplinary Policy;

14.1.2 all other Policies, regulations and guidelines required by QAHA, whether in place on, or introduced after the date of this Agreement.

If You do not comply with the Policies, We may take disciplinary action against You, the possible consequences are set out in the Policies and include requiring You to leave the Residence.

14.2 You must treat any of QAHA or Operator's staff and others living in the Residence with proper consideration and respect. You must not use other people's possessions without their permission, or damage or take them.

14.3 You must treat others living in the neighbourhood with proper consideration and respect.

14.4 Respect the rights and needs of your fellow residents, neighbours, staff, contractors, and visitors at all times. Shouting and aggressive behaviour towards anyone in the residence will not be tolerated and residents may face disciplinary action.

15. **Appeals Procedure**

15.1. If You do not agree with a decision We make when exercising Our rights under the Disciplinary Policy, You may appeal that decision in accordance with the Appeal and Right of Appeal sections of Our Disciplinary Policy.

15.2 If You do not agree with any other decision We make when exercising Our rights under this Agreement or Our Policies, You may appeal that decision by writing to the a member of our House Committee using email address info@queenalex.com, within 5 days of You being notified of the decision. The House Committee will consider Your appeal and decide whether to uphold or amend the decision. The House Committee of QAHA will write to You, within 10 working days of receipt of Your appeal letter, notifying You of the decision. Any decision made by the House Committee will be final.

16. **Complaints**

We work very hard to try and make sure You will not need to complain. If You are dissatisfied with any part of Our service, You should:

- a. Report it to the General Manager & Principal, who will investigate as a complaint under Stage one of our Complaints Regulations. If you are still not satisfied you can raise a Stage Two Complaint.
- b. If You are not happy with the outcome and wish to pursue Your complaint further, You should follow the Resident complaint procedure, under the main QAHA Complaints Procedures.

Please refer to the QAHA Complaints Procedure.

17 The licence fee

- 17.1 The weekly Licence fee for each room band is shown on the QAHA website at www.queenalex.com. The minimum 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 on the website as early as possible each academic year.
- 17.2 Should you not pay your Licence fees or other sums due under the terms and conditions of this agreement, QAHA will take all necessary legal action to recover the debts and the cost of doing so will be passed on to you.
- 17.3 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 General Manager as soon as possible to discuss your options.

18 Administrative charges

- 18.1 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 QAHA 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.

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

19 End of licence term

- 19.1 At the end of each term and at the end of the full 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.
- 19.2 Prior to departure you will be required to complete your room condition form and also undergo a room inspection carried out by QAHA Staff prior to departure to ensure that there are no damages to the room, furniture, fixtures and fittings.
- 19.3 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.

20 Early Termination of the Licence by QAHA

20.1 QAHA 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 QAHA.
- b. Any payment due under this agreement is at least 21 days late and you have then failed to make payment having been given 14 days' notice by QAHA.
- c. If QAHA intends to terminate the Licence, QAHA will serve you with written notice.
- d. You cease to be a full-time registered student of either Royal College of Music, Royal College of Art or Imperial College London or if you have been accepted from any other institutions and studying art, music or science,. (Please refer to clause 15.6)
- e. If you fail to vacate the accommodation and / or pay any outstanding arrears, QAHA may take court proceedings to recover both the accommodation and the outstanding sums and the court may make an order that you pay QAHA's cost of those proceedings.

21 Early termination of the Licence Agreement by the resident

If you have entered into the Licence Agreement and you wish to cancel your booking after the start of the licence period, regardless of whether you have checked-in or not, you will remain liable for the contractual obligations set out in the licence agreement and you may not cancel the booking unless you can provide proof that you fit any of the following criteria (15.1-15.3):

- 21.1 You have withdrawn from your course of study.
- 21.2 Your UK Visa application has been denied and you can provide written confirmation of this upon request.
- 21.3 You are experiencing extenuating circumstances that require you to no longer live in QAHA and would like your request to be considered on compassionate grounds. If you are no longer able to attend University and/or live away from home due to extenuating circumstances, such as ill health or family issues, please contact us to discuss the matter.
- 21.4 Where the reason for cancellation is not one of the three matters listed above (15.1, 15.2 and 15.3), you will remain liable for the full contractual licence fee, unless and until replacement tenant is found for your accommodation. You are responsible for finding an eligible replacement tenant who is studying within the Estate of the 1851 Commission.

If you wish to cancel the booking and a replacement tenant is found and approved by us (at our absolute discretion), you will be released from the contractual obligations set out in the licence agreement and any overpaid licence fees will be refunded to you, less an amount equal to your Deposit fee and licence fee pro-rated for 8 weeks.

- 21.5 Any decision made to release you from the terms of the Licence agreement outside of these criteria is made by QAHA, at its sole discretion, on individual case by case basis.

21.6 If you cease to be a full-time registered student of either Royal College of Music, Royal College of Art or Imperial College London or any other institution and studying art, music, or science, you must notify QAHA within 72 hours of you receiving official confirmation.

In these circumstances any charges will be properly levied against the licence fee and pro-rated to 4 weeks which will be retained as a cancellation fee.

21.7 Where proof is provided in accordance with these terms and conditions and to our reasonable satisfaction, you will be entitled to terminate the licence agreement. Your deposit fee will be retained as a cancellation fee.

21.8 The supporting evidence should be supplied to QAHA within 72 hours of you receiving official confirmation (15.1,15.2). In these circumstances, any outstanding licence fee paid will be returned to you but an amount equal to the Deposit Fee will be retained as a cancellation fee.

22 Cancellation Policy

If you fail to pay the deposit of £500 within 48 hours of receiving your accommodation offer your application will be cancelled.

22.1 If you inform QAHA in writing, that you wish to cancel the Licence Agreement prior to the start of the Licence period you will be arriving; the following charges will apply:

Cancellation Notice	Charge
Less than 7 calendar days after accepting the offer but at least 14 calendar days prior to the accommodation period.	No charges will apply
7 days or more after accepting an offer but at least 14 calendar days prior to the accommodation period.	Deposit becomes a cancellation fee (£500)
Less than 14 calendar days but at least 1 calendar day prior to the accommodation period	Licence fee pro-rated for 4 weeks.

22.2 If you fail to cancel your booking before (or indeed accept an offer of accommodation after) 9.00am the day before the start of Licence period you will be arriving, you will be liable to pay for the full Licence Fee (the Licence term) and you will only be able to terminate the Licence by following the procedure set out in clause 14 (Early termination of the Licence by the Resident).

22.3 If notice is given after the accommodation start date, no refund will be payable, and you will be liable to pay for the full Licence term (i.e., all Licence periods).

22.4 If the Licence agreement is formed during the Licence period: If you inform us that you are exercising your right to terminate after the start of the period of residence or fail to inform that you will not be taking up your booked accommodation, an administration fee of £500 will be charged.

22.5 Cancellation fee must be paid within 14 days of being invoiced.

23 Personal Data Usage Information

23.1 You agree and consent to QAHA using your personal data in accordance with QAHA's Privacy Policy; please refer to our web site at: 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.

The Licence Agreement can be updated at any time and the latest edition will be available at reception for you to review.

IMPORTANT:

By signing you agree to the terms and conditions set out in the Licence Agreement and any amendments that are made.

The Licence Agreement must be signed and returned along with the Application Form

Residents Name:

Residents Address:

Signed:

Date:

Residents Under 18 must be signed by a Parent / Guardian

Schedule 1

Definitions

<i>Accept</i>	means to formally accept these Terms and Conditions of Residence once your deposit have been made within 48 hours and "Accepted" and "Accepting" are to be interpreted accordingly.
<i>Accommodation</i>	means the bedroom, any bathroom and any shared or Communal Areas of any Residence.
<i>Agreement</i>	means the Agreement between Us and You relating to the Accommodation which is formed when the Confirmation E-mail is issued, the terms of which are contained in: (a) these Terms and Conditions of Residence; and (b) the Licence Agreement.
<i>Assistance Dogs</i>	means any assistance dog, including a service dog. This is at the discretion of Queen Alexandra's House.
<i>Communal Areas</i>	means all stairwells, corridors, landings and entrance halls within the Residence, any shared shower rooms / toilets or bathrooms in the Residence or other areas that We designate as common areas that are provided from time to time by Queen Alexandra's House for common use by the occupiers of the Residence and their visitors.
<i>Confirmation Email</i>	an e-mail from the General Manager that will be sent to You once You have accepted the Terms and Conditions of Residence and satisfied the entry requirements for your prospective University. This Agreement will create a legally binding contract entered into between Us when We send the Confirmation Email to You.
<i>Disciplinary Policy</i>	means the Student in Residences Disciplinary Policy, which can be accessed by the link provided in Schedule 2 of this document.
<i>End Date</i>	means the date on which You wish this Agreement to end where You are seeking to terminate this Agreement before the end of the Period of Residence.
<i>Extenuating Circumstances</i>	specific individual circumstances (for example, exceptional, serious or acute medical, family, personal, or other problems or events beyond your control and any decision as to what constitutes Extenuating Circumstances shall be at the absolute direction of the Residences Team.
<i>Inventory</i>	means the list of furniture and equipment at the Accommodation which We will give to You upon request when You arrive at Your Residence.
<i>Licence Agreement</i>	means the "Licence Agreement" which You can access via the website which contains the specific details of the Accommodation being offered to You, the Period of Residence and the Residence Fee.

<i>Period of Residence</i>	the period during which You are able to occupy the Room as set out in the Licence Agreement.
<i>Policies</i>	means Queen Alexandra’s House Association policies set out in Schedule 2 to this Agreement and any that are referred to in these Terms and Conditions of Residence and any other policies, regulations, terms, or rules implemented by Queen Alexandra’s House Association. Please note that the policies and guidance documents are subject to review and may change at any time.
<i>QAH / QAHA</i>	means Queen Alexandra’s House / Queen Alexandra’s House Association
<i>Residence</i>	means the specific residence named in the Licence Agreement together with any external areas of the residence which are owned by Us (e.g. gardens which adjoin the residence).
<i>Residence Management</i>	means the General Manger of the Residence responsible for the day to day and local operations of each residence.
<i>Residence Team</i>	means the staff that manage the residence at Queen Alexandra’s House.
<i>Residence Fee</i>	means the charges payable for Your occupation of the Accommodation as stated in the Licence Agreement.
<i>Room</i>	means the bedroom at the Residence that You have booked or will be allocated to You on Your arrival.
<i>Start Date</i>	means the first day of the Period of Residence specified in the Licence Agreement.
<i>Sponsor</i>	means any person or organisation who is paying all or part of Your Residence Fee.
<i>Term Start Date</i>	means the first day of the Period of Residence specified in the Licence Agreement.
<i>Term Time</i>	means from and including the Term Start Date to and including the Term End Date as set out in the Licence Agreement.
<i>Visitors/Guests</i>	means any guest invited by You, whether that invitation is express or implied (e.g. where the guest assumes from what You have said or done that they have been invited) or any person visiting You at the Residence. Please note that the word visitor(s) or guest(s) may be interchangeable.

We means Queen Alexandra’s House Association

Working Days Monday to Friday - excluding Saturday, Sunday, UK Bank Holidays

You means the named individual accepting the licence agreement

Schedule 2

Policies

Complaints Procedure

Drugs and Anti-Social Behaviour Policy

Residents Disciplinary Procedure

Guests Policy