

**Dated**

**Accommodation Agreement**

Between

**Kensington Student Services Limited (KSS)**

and

**(Parents)**

SAMPLE

**The Parties**

(1) Kensington Student Services Limited (**KSS/Us/We/Our**) of registered office 52a Cromwell Road, South Kensington, London SW7 5BE company number 8241692

(2)

(**Parents/You/Your**)

(**Together the Parties**)

**Background**

1 KSS by a separate agreement has student accommodation at:

available for occupation by students who are studying at Mander Portman Woodward or any other independent sixth form college KSS may have an accommodation arrangement with.

2 KSS is prepared to enter into this Agreement with the Parents/Legal Guardians to arrange accommodation for the child of the Parents.

**Terms and conditions**

1 Interpretation

The following definitions shall apply in this agreement and use of the singular shall apply to the plural and vice versa:

1.1 **Accommodation** means the student accommodation

more fully described in Schedule 1 or other accommodation arranged by KSS on behalf of the Parents/Legal guardians.

1.2 **Accommodation Fees:** means the fees payable for the Accommodation as set out in Schedule 1 and clause 6 below.

1.3 **Accommodation Period:** means the period of time the Accommodation is available for occupation by the Student as detailed in Schedule 1.

1.4 **Booking Fee:** means the non-refundable charge for processing the application through to execution of this Agreement and processing of the payments.

1.5 **Cancellation:** means the cancellation of this Agreement by the Parents before the first day

of the Accommodation Period.

- 1.6 **College:** means the school or college at which the Student is to attend whilst in the UK, and at which he / she is a registered pupil.
- 1.7 **Damage Deposit:** means the refundable charge that is kept to cover the cost of any damages that occur during the accommodation period, which is refunded minus any charges after the end of the accommodation period.
- 1.8 **Fees:** includes any or all of the following; Booking Fee, Damage Deposit, Accommodation Fees, breakfast, reasonable expenses incurred by Us (charged at cost), service fees such as meal plan, cleaning & laundry, travel or transport costs and any loss resulting from damage caused by the Student (other than fair wear and tear).
- 1.9 **KSS Residence Team (KRT):** means the person/s appointed to act as the responsible adult/s within the building containing the Accommodation.
- 1.10 **KSS House Rules** means the KSS House Rules and Code of Conduct for Students as varied from time to time and set out in Schedule 2 that Students living in the accommodation must abide by.
- 1.11 **Notice:** means the official written notification to be given to have the Accommodation booked remarketed and re let with a refund awarded based on the criteria set in the below terms.
- 1.12 **Parents:** means the person/s who have signed this Agreement as the parent/s of the Student.
- 1.13 **Service Fees:** the amount of money due for the uptake of services in addition to the accommodation Fees.
- 1.14 **Student:** means the child or young person named at the end of this Agreement.
- 1.15 **Withdrawal:** means the withdrawal with or without Notice of the Student from the Accommodation during the Accommodation Period.

## 2 Duration of this agreement

- 2.1 We will arrange the Accommodation for the Student for the Accommodation Period as shown in Schedule 1.

## 3 Parents' authorities consents and declarations

- 3.1 **Parental responsibility:** The Parents confirm that they have parental responsibility for the Student and that no other person's consent is required for this Agreement.
- 3.2 **Educational Guardian:** You confirm that You have appointed through reputable sources and will adhere to the Guardianship Policy set by the College to act on Your behalf in relation to the safety and welfare of the Student and to carry out Your instructions. You also confirm that full contact details for the Educational Guardian have been communicated to both KSS and the College. You will also notify KSS in writing immediately of any change to those details.
- 3.3 **Authority:** You authorise KSS to arrange the Accommodation for the Student for the Accommodation Period.

- 3.4 **Transport:** You consent to the Student travelling in transport arranged by KSS between the Accommodation and the airport if requested under Clause 5.5 below.
- 3.5 **Marketing and Use of Student Media:** From time to time photographers are invited into KSS Accommodation or MPW colleges to take photographs for our newsletters, brochures and web site. In signing this waiver in the absence of any other communications from either students or parents, the college will assume by default that you have no objection to the use of such images for these purposes. If you have objections, please add a rider (signed by You in the case of a student below the age of 18 on 31 August 2019 and signed by the student in all other cases) indicating that you will require KSS proactively to seek separate consent for each use of an image. In practice, this will tend to mean that we will not use your images in any circumstances.
- 3.6 **Occupation:** This Agreement does not, and is not intended to give or to impose on the Student any of the rights and obligations of a tenant nor does it give you the right to exclusive possession of any accommodation which you may be allowed to use, or create the relationship of landlord and tenant between the parties. Throughout the year, on an ad hoc basis, KSS will require access to student rooms and communal areas for varying purposes, including but not limited to guided accommodation tours, marketing and sales. KSS will notify said student(s) in advance.
- 3.7 **Enrichment:** From time to time the Student will participate in social activities arranged by the KSS Residence Team. You consent to the Student's participation in such activities including contact and non-contact sports and You accept that there is managed risk attached to participation in such activities.
- 3.8 **Confidentiality:** You authorise KSS to override Your own and the Student's rights of confidentiality (so far as you are entitled to do so), in order to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Student's welfare, or to avert a perceived risk of serious harm to the Student, or to another person. In some cases, the College or the KSS Residence Team may need to be informed of any particular vulnerability the Student may have. You authorise KSS to discuss any issues regarding the Student with the College and / or the KSS Residence Team.
- 3.9 **Disclosures:** You confirm that You will provide Us, in a separate confidential letter, with details of any pre-existing medical conditions of the Student (including allergies), special educational need or disabilities. You confirm that you will inform both the Educational Guardian and Us straight away if these details change.
- 3.10 **Behaviour:** We attach importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. You warrant that the Student will be well behaved, respectful to Us, the KSS Residence Team and other students in the Accommodation building and abide by the KSS House Rules and Code of Conduct for Students (Schedule 2)
- 3.11 **Access to the Accommodation:** You shall ensure that the Student permits the KSS Residence Team/building manager entry and access to all parts of the accommodation on reasonable request. However, in the case of emergencies We or a representative of the building manager reserve the right of entry with no prior permission, including but not limited to welfare/safety concerns or for emergency building maintenance.

#### 4 Parents' responsibilities

- 4.1 **Immigration:** You confirm that it is Your responsibility to ensure that the Student has the right to study in the UK. We may provide you with assistance with this process, i.e. produce a letter to confirm accommodation arrangements. In agreeing to provide such assistance KSS accepts no responsibility for ensuring the Student has the right to study in the UK or for any decision made by the UKVI in respect of the Student.
- 4.2 **Insurances:** It is Your responsibility to arrange any personal insurance policies on behalf of the Student in respect of such things as personal accident, health and hospital expenses, loss or damage to belongings and public liability.
- 4.3 **Indemnity:** You agree to indemnify Us against any liability which We may incur in respect of breach of a duty of care and/or breach of contract caused (or contributed to) by anything which You or the Student does, or fails to do, in the performance of this Agreement.
- 4.4 **Your personal details:** You shall keep Us informed of any change to Your personal details or those of the Student. You consent on behalf of yourselves and so far, as is possible the Student to KSS processing personal data in the manner described in Clause 5.6 below.
- 4.5 You agree to terminate this Agreement only in accordance with the provisions on notice set out in Section 7 below.

#### 5 Our responsibilities

- 5.1 **Responsibilities:** Except where agreed otherwise, Our responsibilities arise only when the Student is in the United Kingdom during the Accommodation Period, and not during the Christmas closure period, on an exit or other arranged absence from the residence.
- 5.2 We will arrange Accommodation in the residence outlined in clause 1.1 for the Student for the agreed Accommodation Period. Should the residence at any stage become unavailable, We will endeavour to source alternative accommodation until such time as the residence becomes available again.
- 5.3 **Meals:** We shall arrange for a standard continental breakfast for the Student on each day during the Accommodation Period. The cost of a standard continental breakfast is included in the Fees (excluding Beechwood self-contained flats in Cambridge). Adequate self-catering facilities are available within all KSS Accommodation.
- 5.4 **Safeguarding:** We undertake appropriate checks including Disclosure and Barring Scheme disclosures on the suitability of KSS staff to work with children. We shall seek confirmation from any third party on site that it has carried out such checks on its own staff.
- 5.5 **Travel:** Upon request We can arrange for the transportation of the Student between the Accommodation and the airport. The cost of the transportation will be charged to the Parents as an extra item on the Fees invoice.
- 5.6 **Data Protection and GDPR:** We shall process personal information about the Parents and/or the Student for the following purposes:
- 5.6.1 arranging the Accommodation for the Student;

5.6.2 management and administration of this Agreement;

5.6.3 safeguarding and promoting the safety, welfare and health of the Student;

5.6.4 maintaining good discipline and conduct.

We may share personal information with third parties as deemed appropriate for the purposes above.

## 6 Fees

6.1 **Payment of Fees:** You agree to pay the Accommodation Fees invoiced when you return this completed agreement to Us in accordance with the provisions on Fees set out in Section 6. Unless otherwise stated, Fees are payable by You as and when specified in Schedule 1, save expenses and the cost of repairing damage caused by the Student, which may be deducted from the Damage Deposit or invoiced directly at the time as such cost is known. Certain fees such as bank charges if outstanding at the end of the accommodation period may be deducted from the Damage Deposit held. If the charges at the end of the Accommodation Period exceed that of the Damage Deposit You will be asked to pay the balance remaining.

6.2 **Late Payment:** In the event that any Fees are unpaid after 14 days KSS reserves the right to terminate this Agreement immediately and to retain any Fees paid as at that date including the Damage Deposit.

6.3 **Refusal of visa:** In the event that the Student's application for a visa is refused, on receipt of UKVI documentation confirming refusal, KSS will refund all Accommodation Fees paid as at that date, except the Booking Fee.

## 7 Duration of Agreement, Notice, Termination & Refunds

7.1 **Duration of Agreement:** Save for the purposes of enforcing its terms after termination, this Agreement shall continue for the Accommodation Period as set out in Schedule 1.

7.2 **Cancellation:** KSS shall retain 25% of the full Accommodation Fees if Notice is given to cancel this Agreement by 01 July 2019 or 50% of the full Accommodation Fees if notice is given between 01 July and 01 August 2019. If Notice is given after 01 August 2019 the Parents will be liable for the full Accommodation Fees for the Accommodation Period booked but shall receive a refund of the Damage Deposit. If Clause 6.3 applies we will refund all Fees except the Booking Fee.

7.3 **Withdrawal:** If You wish to withdraw the Student from the Accommodation You shall give Notice to instruct KSS to re-let the Accommodation. You will remain liable for the full Fees until such time a replacement tenant has signed and paid for an Agreement that replaces this Agreement. The refund given will be calculated from the next half term date after the incoming tenant takes over the Accommodation minus the Booking Fee.

7.4 **Termination by the Parents:** Save where otherwise provided in 7.2 or 7.3 above, You may terminate this agreement with immediate effect if KSS commits a fundamental breach of these terms and conditions which is not capable of remedy or has not been remedied within 14 days of KSS being notified of the breach. Where such remedy has not been made by KSS, accommodation fees in respect of the period following termination will be

refunded to the parents and the balance of the Damage Deposit held by KSS will be refunded to the Parents without interest.

**7.5 Termination by KSS:** KSS may terminate this Agreement in writing immediately if:

7.5.1 the Student commits a serious breach or persistent breaches of this Agreement or the KSS House Rules and Student Code of Conduct for residents or whose conduct falls significantly below that expected of a student using the Accommodation; or

7.5.2 the Student has left or failed to join the College; or

7.5.3 You have not paid the Fees as set out in clause 6.1; or

7.5.4 You or Student have treated members of the KSS Residence Team or another Student unreasonably.

In these circumstances, there will be no refund of any part of the Fees by KSS to the Parents other than the Damage Deposit.

**7.6 Refunds**

7.6.1 **Refund/waiver:** Fees will not be refunded or waived for absence through sickness; or if the Accommodation Period is shortened or a College term is shortened, or a vacation extended; or due to a delay with a visa; or for any cause other than exceptionally. This is at the sole discretion of KSS in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this Agreement to make a refund. We reserve the right to inform the College and/or the UKVI at any time while Fees remain unpaid.

7.6.2 Refund of Services: The Parents remain liable for the full service Fees unless a Parent gives written notice within a week of this Agreement starting, or within 48 hours of arrival to the residence, whichever is the latter date, to which a full refund will be processed. If written notice is received prior to 17 November 2019 then a refund will be given for the period from 4<sup>th</sup> January 2020 pro rata of the full Service Fee. Any Notices received after 17 November 2019 will be not offered a refund unless the room is re let or exceptional circumstances apply

**8 General provisions**

8.1 Complaints: If you or the Student have a complaint about any aspect of the Accommodation You shall contact the KSS Residence Team as appropriate.

8.2 A legally binding contract will be formed once a person duly authorised by KSS has signed and dated this agreement, which has previously been signed by one or both Parents and returned with the payment required in Schedule 1.

8.3 This agreement is governed exclusively by and is to be construed in accordance with the law of England and Wales. The Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

8.4 Access to the Accommodation will only be granted if this Agreement is countersigned as per 8.2 and Fees are paid as per 6.1 and Schedule 1.

**Student's details**

First name:

Last Name:

Date of birth:

Nationality:

Passport number:

**Signatures of Parents**

**First Parent**

First Name:

Last Name:

Relationship to the Student:

Signature:

Date:

**Second Parent**

First Name:

Last Name:

Relationship to the Student:

Signature:

Date:

**Signature on behalf of KSS**

Staff Name:

Title:

Signature:

Date:



**Schedule 1**

**The Accommodation:**

Address:

Room type:

Including: Daily continental breakfast (Excluding Beechwood Studios –Cambridge) , Weekly linen and towel change

**The Accommodation Period:**

Full Period:

**The residence will be closed from midday 20 December 2019 until 10am 04 January 2020. This requires the Student to vacate for this period.** If the Student is continuing their stay from 04 January 2020 they may leave their belongings in their room. If not returning the room must be fully vacated and the Check-Out Process completed. All access fobs/keys must be given to a member of the KSS Residence Team on departure for the Closed period

**The Fees comprising of:**

- Booking Fee: £
- Damage Deposit: £
- The Accommodation Fee: £

**Service fees**

- Meal Plan: £
- Room Cleaning: £
- Laundry: £
- Airport Transfer: £

**Schedule 2**

**KSS House Rules and Code of Conduct for Students**

## KSS House Rules and Code of Conduct for Residents

Our accommodation is supervised by our local KSS Residence Team. We support and monitor our residents, and, when necessary, enforce the House Rules. Residents must be considerate and respectful of others including our staff and students at all times and must help to maintain a peaceful environment in our buildings. There is zero tolerance of bullying, racism and discrimination towards other residents, staff, visitors and contractors.

Residents are expected to carry out any reasonable request made of them by a member of the KSS Residence Team.

We reserve the right to implement sanctions should the house rules be broken, which may include, but are not limited to, early curfews, study sessions and refusal of leave from KSS accommodation.

We reserve the right to exclude from the residence any Student whose conduct is deemed to be unsatisfactory. Exclusion or departure from Your College will result in forfeiture of Your accommodation place.

### 1. General

- 1.1 Residents must be contactable by phone at all times. Residents must provide Us with their current mobile phone number and email details. The student should notify the KSS Residence Team of any changes in these details immediately. Residents are expected to keep the KSS Residence Team contact numbers on their phones and with them at all times. We request, for communication purposes, that every resident installs WhatsApp on their phone.
- 1.2 Residents are required to sign in and out of the register on entering or leaving the residence, failure to do so will result in disciplinary action.
- 1.3 Residents are responsible for their own personal possessions, especially when using communal areas. Residents should not leave personal belongings unattended or unsecured anywhere in the residence.
- 1.4 Breakfast orders are made on a weekly basis, Residents are required to collect this from the KSS Residence Team office (or other designated area). Residents will be placed on a collection Rota.

### 2. Use of Accommodation

- 2.1 Residents are responsible for keeping their room or studio clean, and collectively responsible with other KSS residents for looking after the communal areas, such as the kitchen and any common rooms. If you do not keep your room or studio and flat clean we will implement additional cleaning and you may be charged, this may include to signing up to the room cleaning service. Regular random checks and termly inspections will be carried out.
- 2.2 All items provided by KSS (appliances, utensils and furniture), except food, are for shared use. These must be cleaned and made available to other residents for use once finished with.
- 2.3 Residents should make every effort to keep their rooms and furniture free from damage. Any damage must be reported to staff within 24 hours. The resident/parent will be liable for damage caused.
- 2.4 All maintenance issues must be reported by email/message to the KSS Residence Team immediately.
- 2.5 Residents may personalise their rooms but must not affix posters etc. to walls or ceilings, must not damage or change the structure or decoration, or move existing or add furniture to the room or flat. You may be charged for any damages. The only additional furniture that is permitted is any that is recommended as a reasonable adjustment for a disabled student or student with a long-term health condition.
- 2.6 Pets, animals, birds, etc. are not allowed in our residences.
- 2.7 Bicycles and any vehicle whether powered or not must be kept outside the residence using landlord provided bike racks only.
- 2.8 You must keep your room keys safe and not give them to anyone else. If you lose your keys, the locks to the room and other parts of the flat will need to be replaced and new keys issued to residents in that flat. You will be charged for these costs. keys should not be stored with any reference to the student's room number.

### 3. Health and Safety

- 3.1 Residents must take responsibility for their own and others' safety and you are expected to comply with any Health and Safety Policies and Codes of Practice that are in place. Residents should report any situation which may involve the risk of injury or a health hazard to the KSS Residence Team or, out of hours, the Reception/Security team (if applicable).
- 3.2 Residents must not interfere with, cover or otherwise misuse the fire fighting and safety equipment or

signage installed in the Hall, Flat or Studio, or allow anyone else to do so. Misuse of such equipment is a prosecutable offence. Residents should read the fire evacuation notice which is posted in each room.

Residents

- 3.3 Bedroom doors, kitchen doors and other fire doors must not in any circumstances be propped open, and detector heads must not be covered as this could pose a serious danger in the event of a fire. Escape routes and fire exit doors must not be obstructed in any way.
- 3.4 Cooking must only be undertaken in the designated kitchen areas. Residents must not keep any cooking equipment such as kettles, toasters, microwave ovens, grills, rice cookers, radiant rings, hotplates or any other cooking equipment in any areas apart from designated kitchens. Any such equipment found in unauthorised areas will be removed.
- 3.5 Other equipment such as heaters, small refrigerators may only be brought into the Accommodation with the prior written permission of the KSS Residence Team.
- 3.6 You are responsible for the safety of any electrical appliances that you bring onto the premises. All equipment must be fitted with a suitable and fused plug and must carry the CE mark. Students should limit the wattage of electrical equipment for use in the sockets in their room; too many large wattage items will overload your circuits and trip the safety breaker. KSS may require your electrical equipment to undergo a Portable Appliance Test (PAT).
- 3.7 Residents and their guests are not permitted to use candles, incense sticks, hookah and shisha pipes, or similar potential burning or smouldering materials.
- 3.8 Smoking, including the smoking of e-cigarettes and vaporisers, is not permitted in any room, studio or communal area such as kitchens, entrance lobbies, corridors, common rooms etc. in our residences. Students and their guests should ensure they are at least 10 metres away from buildings when smoking or vaping outside and that cigarettes are disposed of responsibly.
- 3.9 Alcohol - Residents of any age should not store, bring onto, consume or be under the influence of alcohol on KSS residential premises (this applies to the whole building and grounds). Residents should not purchase or solicit alcohol or consume alcohol in a public place or in licensed premises and/or purchase alcohol for anyone else. Alcohol found in the building will be confiscated and disposed of. Residents will be sanctioned and could face removal from the residence. Parents, guardians and the college may also be notified. -In the UK it is illegal for someone under the age of 18 to buy or consume alcohol. KSS alcohol rules apply to all residents.
- 3.10 Residents must not use the room or flat for any illegal purposes. Students must not allow anyone on the premises to be in possession, or to be involved in, taking, or supplying any prohibited or controlled drug (whether in the property or surrounding area). This includes drugs as specified under the Misuse of Drugs Act 1971 (as amended), including some prescription drugs not prescribed for you, and "legal highs" or other psychoactive substances and nitrous oxide (laughing gas) substances.
- 3.11 Breaches of Clauses 3.1 – 3.9 are regarded as serious disciplinary offences. If you breach any of these provisions you are liable to disciplinary action and your right to reside in KSS residences may be terminated. In this case you will be liable for the Accommodation Fees for the room until the end of your original Agreement unless KSS is able to re-let your room to another eligible student.
- 3.12 You are required to ensure that you keep your room or studio in a condition that does not cause an unnecessary risk to yourselves or others. Room and studio inspections will be undertaken by the KSS Residence Team and any buildings management to ensure areas are safe. We undertake periodic planned preventative maintenance and will publicise the schedule in advance.

#### 4. Nuisance and Harassment

- 4.1 You must not do anything that is likely to cause a nuisance or annoyance to other residents, guests or staff in the residence, or to the neighbours and community around the residence.
- 4.2 You must not assault, threaten, harass or obstruct our staff, contractors or agents whilst they are carrying out their job. You must also not allow any guests to do any of these things.
- 4.3 Stereos, televisions and other noise must not be audible outside your room at any time. You should also ensure that noise created by you or your guests does not cause a disturbance to other residents. For the comfort of all residents, noise should be kept to an absolute minimum between 10.00pm and 8.00am.

- 4.4 Residents and their guests are expected to behave in a way that has a positive effect on others and must not victimise, harass or discriminate against anyone because of on any grounds, including age, gender, race, nationality, culture, religion, pregnancy and maternity, sexuality, disability, health, ability, status and appearance.
- 4.5 If you engage in any antisocial behaviour that causes noise or other disturbance to other residents or neighbours of the accommodation, you are liable to disciplinary action and your right to reside in KSS accommodation may be terminated. In this case you will be liable for the Accommodation Fees for the room until the end of your original Agreement unless KSS is able to re-let your room to another eligible student.

## 5. Curfews / Timekeeping

- 5.1 Between evening curfew and 8am all residents are to remain within the KSS accommodation, where the building is shared you are to remain on KSS designated areas. Residents are not allowed to leave KSS accommodation after curfew.
- 5.2 Residents have an evening curfew of 10pm Sunday to Thursday and 11pm on Friday & Saturday night.
- 5.3 Morning welfare checks will take place between 7.00am and 8.30am weekdays and 10am – 11.30am weekends, please see your local information board for further details. (these times apply throughout the year, including but not limited to bank holidays, half terms, etc)
- 5.4 Residents are required to fully open their bedroom doors at curfew/welfare checks, this is not limited to the morning and evening checks.
- 5.5 Quiet Hours: To create a community of learning and relaxation, the residence has specific hours set aside for study and sleep. Quiet hours begin at 10:00pm nightly and end at 8:00am, Sunday through Thursday. On Friday and Saturday, quiet hours begin at 12:00 midnight and end at 8:00am the following morning.
- 5.6 Curfew: If a resident is unavoidably delayed and may be late returning in time for curfew, they must contact a Houseparent immediately to inform them and give an expected time of arrival. In the event of any resident not reporting in by curfew, the KSS Residence Team may contact the resident's guardian and/or parents, and in extreme circumstances the police may also be alerted. Sanctions will be used if Curfews are broken.
- 5.7 Residents seeking permission to return late or to stay elsewhere overnight must have their parent and/or guardian submit a written request to the KSS Residence Team from an authorised email address. The request should be received at least 24 hours in advance and permission must be granted from the KSS Residence Team before any plans are made. Permissions will be considered by the KSS Residence Team on an individual basis. Please note that extended curfew will only be considered during the weekends or in exceptional circumstances. A request once granted may be retracted if the KSS Residence Team decide it is necessary. If permission has not been received students will not be allowed to leave. If a student does, however, leave without permission they will be subject to disciplinary action

## 6. Visitors / Guests

- 6.1 You are allowed a maximum of one visitor at any one time, **visitors must be approved by the KSS Residence Team** and must remain in communal areas only. You must stay with your guest at all times and remember that you are responsible for the behaviour of your guests. Each resident's room is for their own personal use, residents must not allow guests or other KSS Residents into their rooms.
- 6.2 If a resident has a family member/guardian visiting, this must be made known to the KSS Residence Team 24 hours in advance of their arrival, family members/guardians can enter resident rooms once permission is gained from a member of the KSS Residence Team.
- 6.3 You must not allow unauthorised persons, including those banned from KSS accommodation onto the premises.
- 6.4 In the interest of the safety and security of all residents, you must not give your room key to anyone else to allow them access to your building or permit them to enter your room.

## 7. Student / Resident Responsibilities

- 7.1 You must report to Hall Reception the following:
- Any fire or accident resulting in injury to any person or any damage to the Hall **immediately**
  - Any damage, need for repair or failure of services **within 24 hours** of becoming aware of it

- 7.2 You must allow us to enter your room at any time to ensure compliance with all health and safety regulations and any applicable KSS regulations and to provide maintenance work or to conduct an inventory or welfare check. Once you have requested works to be completed in your room, we will need to access it. Should you not be in your room when we call, we will enter using our signed out pass keys and leave a card to show we have attended. **We will take the request for works as permission to enter the room.** Our staff all carry ID cards.
- 7.3 You must assist with the administration of the Hall at all times, including attending interviews or meetings with the KSS Residence Team.
- 7.4 You must evacuate the Hall of Residence in the event of a fire alarm activation. Failure to do so may result in disciplinary action being taken against you.
- 7.5 The KSS Residence Team must be informed of any illness as soon as possible. If you are unable to attend school, you must inform the Us during welfare checks and/or prior to school as well as your Educational Guardian.
- 7.6 The KSS Residence Team must be informed of any medication that is being taken, this includes but is not limited to "off the shelf" medicine and prescribed medicines.
- 7.7 Residents are required to register with a local doctor (GP) within 2 weeks of arrival to KSS. These details must be shared with the KSS Residence Team.
- 7.8 Residents should remain vigilant about their safety when using the internet and, specifically, not provide personal details, contact information or images to, or arrange to meet any person unknown to them. They must not take or post images of fellow Residents and/or members of the KSS Residence Team on the internet. They must not access private, secure or financial material, inappropriate material on the internet using public terminals and must not access illegal materials and/or purchase inappropriate items or items that they are too young to purchase online.
- 7.9 If any resident suspects that another fellow resident or a member of the KSS team is involved in any criminal activity should report it to a member of the KSS residence Team

## 8. Our Responsibilities

- 8.1 We will provide the following facilities in the Hall:
- Maintenance and repair of the Hall
  - Provision of fire-fighting and fire safety equipment in the Hall
  - Adequate supply of hot water for domestic use to the wash basins, showers and baths in the Hall
  - Heat in the Hall during the term of the Agreement having regard to prevailing weather conditions
  - Adequate lighting and power supplies to the Hall
  - Adequate furniture / equipment which complies with the appropriate safety standards
  - Internet connection in the Room
  - Launderette facilities (either coin- or card-operated)
- 8.2 We will ensure that all staff and contractors requiring access to your room carry identification. If you are not present when staff attend they will leave a Calling Card to let you know they have attended to your room and the reason for their attendance.
- 8.3 We will not interrupt your occupation of your room except when necessary for maintenance, reasons relating to your ill health, general health and safety issues, to resolve issues with your flat mates or as set out elsewhere in these terms and conditions.
- 8.4 In the event of any interruption to our provision of the facilities listed in 8.1 we will do our best to find a temporary solution, until the problem is fixed, or a more permanent solution arranged. This could include provision of alternative shower facilities or the provision of electric heaters.
- 8.5 We will not be liable for any loss or interruption to your occupation of the room or provision of the facilities arising as a result of any matter beyond our control, such as extremes of weather, power cuts or a **Force Majeure Event**. A Force Majeure Event includes acts / events / omissions / accidents beyond the control of either you or KSS and includes (but is not limited to) Acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, terrorist attack, civil war, riots, nuclear / chemical / biological contamination, mandatory compliance with any law, or strikes / industrial action.

## 9. KSS Action to end the Agreement

- 9.1 If your occupation of the room is interrupted for more than twelve hours, KSS will endeavour to provide you with suitable alternative accommodation. Where the alternative accommodation is more expensive than your booked accommodation, KSS will be responsible for the additional cost. We may end the Licence at any time, prior to its end date by issuing a Notice to Quit for you to leave if you:
- i) are not, or cease to be, enrolled as a full-time student at MPW or other affiliated school; and / or
  - ii) you are suspended from MPW or other affiliated school; and / or
  - iii) have failed to pay the accommodation fees by the required date; and / or
  - iv) have caused serious nuisance or other anti-social behaviour; and / or
  - v) have failed to observe one or more other provisions set out in the Rules and Code of Conduct (which includes persistent breaches of less serious terms); and / or
  - vi) have caused a serious risk to the health, safety or wellbeing of yourself or others
- 9.2 If We end your agreement under section 9.1 you will remain liable for the full accommodation fees until the end of the agreement period unless KSS is able to re-let the room to another eligible student. Where we are able to re-let the room, credit will be given and, if appropriate, a refund issued. The Booking Fee will not be refunded.
- 9.3 If you do not leave the accommodation after the expiry of the Notice to Quit, we will commence Court proceedings for possession of the room. KSS will seek to recover its legal costs from you in such cases.

### Student Declaration

I hereby certify that I have read and understood the above KSS House rules and Code of Conduct for Residents and I will be subject to the KSS Disciplinary Process for any failures to comply with these rules.

Student Signature

Parent Signature