

Dated

Student Accommodation Agreement

Between

Kensington Student Services Limited (KSS)

and

[]

[] **(Parents)**

The Parties

(1) Kensington Student Services Limited (**KSS/Us/We**) of registered office 52a Cromwell Road, London, Sw7 5BE, company number 8241692

(2) **[Insert Parents name and home address]**

(Parents/You/Your)

Together the **Parties**

Background

- 1 KSS by a separate agreement has student accommodation at [Insert Residence name and address} available for occupation by students who are studying at Mander Portman Woodward (MPW) 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 to arrange accommodation for the child of the Parents.

Terms and conditions

1 Interpretation

- 1.1 The following definitions shall apply in this agreement and use of the singular shall apply to the plural and vice versa:
 - 1.1.1 **Accommodation** means the student accommodation at **[insert residence address]** more fully described in Schedule 1 or other accommodation arranged by KSS on behalf of the Parents.
 - 1.1.2 **Accommodation Deposit** means individually or together the Booking Fee, or other advance payment, and the Damage Deposit as shown in Schedule 1. The Accommodation Deposit shall be paid by the Parents to KSS when this Agreement is signed and / or in the case of the Damage Deposit as reasonably demanded by KSS during the period of this Agreement.
 - 1.1.3 **Accommodation Fees:** means the fees payable for the Accommodation as set out in Schedule 1 and clause 6 below.
 - 1.1.4 **Accommodation Period:** means the period of time the Accommodation is available for occupation by the Student as detailed in Schedule 1.
 - 1.1.5 **KSS Rules** means the KSS House Rules as varied from time to time and set out in Schedule 2 which students living in the accommodation must abide by.
 - 1.1.6 **Cancellation:** means the cancellation of this Agreement by the Parents before the first day of the Accommodation Period.
 - 1.1.7 **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.
 - 1.1.8 **Houseparent/s:** means the person/s appointed to act as the responsible adult/s within the building containing the Accommodation.
 - 1.1.9 **Notice:** means one full College term's notice provided in writing. Notice by e-mail/fax is acceptable as valid notice.

1.1.10 **Parents:** means the person/s who have signed this Agreement as the parent/s of the Student.

1.1.11 **Student:** means the child or young person named at the end of this Agreement.

1.1.12 **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. It is expected that the Student will leave the UK and return home for Christmas and Summer holidays.

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 Education Guardian: The Parents confirm that they have appointed through reputable sources a suitable adult who is normally resident in the UK to act on their behalf in relation to the safety and welfare of the Student and to carry out their instructions. The Parents also confirm that full contact details for the Education Guardian have been communicated to both KSS and the College. The parents 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: The Parents 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 Social activities: From time to time the Student will participate in social activities arranged by the Houseparents. You consent to the Student's participation in such activities including contact and non-contact sports and You accept that there is risk attached to participation in such activities.

3.6 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 Houseparents 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 Houseparents.

3.7 Disclosures: You confirm that you have already provided and will continue to provide KSS with details of any medical condition (including allergies), health problem, disabilities, special educational need or learning difficulty of the Student as well as any behavioural, emotional and/or social difficulty of the student, in a separate confidential letter. You confirm that you will inform us straight away if these details change.

3.8 Behaviour: We attach importance to good behaviour, courtesy, integrity, good discipline and respect for the needs of others. Parents warrant that the Student will be well behaved, respectful to Us, the Houseparents and other students in the Accommodation building.

3.9 Access to the Accommodation: The Parents shall ensure that the Student permits KSS or the Houseparents entry and access to all parts of the Accommodation on reasonable request.

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 shall be the responsibility of the Parents to arrange insurances 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 Payment of Accommodation Deposit: You agree to pay the Accommodation Deposit when you return this completed agreement to Us. You also agree to top up the Damage Deposit element of the Accommodation Deposit on demand from Us
- Damage incurred in the latter term of the contract will be deducted from the Damage Deposit. Any other damage including significant damage caused by the student will be billed directly to the parent as it occurs at rates charged by Lightfoot Hall.
- 4.5 You also agree to pay the Fees in accordance with the provisions on Fees set out in section 6 below.
- 4.6 Data protection: The Parents shall keep KSS informed of any change to their 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.
- 4.7 You agree to terminate this Agreement only in accordance with the provisions on notice set out in section 7 below.

5 KSS' responsibilities

- 5.1 Responsibilities: Except where agreed otherwise, our responsibilities arise only when the Student is in the United Kingdom during the Accommodation Period.
- 5.2 We agree to arrange the Accommodation for the Student for the Accommodation Period.
- 5.3 Meals: We shall arrange for a standard breakfast for the Student on each day during the Accommodation Period. The cost of breakfast is included in the Fees. We shall also ensure that adequate facilities for self catering are available to the Student in the building containing the Accommodation.
- 5.4 Safeguarding: KSS undertakes responsibility to carry out appropriate checks including Disclosure and Barring Scheme disclosures on the suitability of KSS staff to work with children. We shall seek confirmation from Lightfoot Hall that it has carried out such checks on its own staff.
- 5.5 Travel: KSS will on request from the Parents 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: KSS 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.

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

6 Fees

- 6.1 Fees: The term Fees includes any or all of the following; Accommodation Deposit, Accommodation Fees, breakfast, reasonable expenses incurred by Us (charged at cost), services 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).
- 6.2 Payment of Fees: Unless otherwise stated Fees are payable by the Parents 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 Accommodation Deposit or charged to your account 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. KSS will notify you in writing as soon as we are aware of any impending charges against your account so that you may settle them at the earliest opportunity. If deemed necessary KSS may request that you top up the Damage Deposit element of the Accommodation Deposit to the sum stated in Schedule 1.
- 6.3 Late Payment: Time is of the essence for the payment of Fees. 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 Accommodation Deposit.
- 6.4 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 and 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. KSS reserves the right to inform the College and/or the UKVI at any time while Fees remain unpaid.
- 6.5 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.
- 6.6 If the student fails to meet the conditions of their original offer and they are unable to secure their place at the College KSS will refund all accommodation fees paid as at that date.

7 Duration of Agreement , Notice and Termination

- 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 all Fees paid at the time but shall refund the Damage Deposit if the Parents cancel this Agreement before the first day of the Accommodation Period or the Student does not arrive at the Accommodation for any reason other than those stated in clauses 6.5 and 6.6
- 7.3 Withdrawal: If the Parents or the Student wish to withdraw from the Accommodation the Parents shall, save for the final term of the Accommodation Period provide KSS with Notice whereafter KSS shall retain all Fees paid save for any balance of the Damage Deposit held by KSS at the time which shall be refunded without interest. If proper Notice of Withdrawal is not provided all Fees including the Damage Deposit shall be retained by KSS.
- 7.4 Termination by the Parents: Save where otherwise provided in 7.2 or 7.3 above, the Parents 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 the KSS House Rules

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 the Parents have not paid the Fees as set out in clause 6.3

7.5.4 the Parents or Student have treated members of KSS staff or the Houseparents or another Student unreasonably.

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

8 General provisions

8.1 Complaints: If you or the Student have a complaint about any aspect of the Accommodation You shall contact the Houseparents or a member of KSS staff 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.

Student's details

First name:

Family Name:

Date of birth:

Nationality:

Passport number:

Signatures of Parents

First Parent

First Name

Family Name

Relationship to Student:

Date:

Signature:

Second Parent

First Name:

Family Name:

Relationship to Student:

Date:

Signature:

Signature For and on behalf of KSS

First Name:

Family Name:

Position:

Date:

Signature:

Schedule 1

The Accommodation:

Address: [Insert address of residence]

Room type [Insert room type]

Including: Daily breakfast, Weekly linen and towel change

The Accommodation Period:

[insert Term period]

n.b. Please note the resident is due to vacate the residence no later than 12 noon on the day after Term 1 has finished and return 1 day prior to Term 2 starting – exact dates will be provided prior to the start of the academic year

The Accommodation Deposit:

comprising:

Booking Fee:

Damage Deposit:

The Accommodation Fees:

The Accommodation Fees and Accommodation Deposit, including any additional Services, if requested, are payable when You return this Agreement duly signed to KSS.

Additional Services

Meal Plan:

Room Cleaning:

Laundry:

Airport Transfer:

Schedule 2

KSS House Rules (see attached)