

QUEEN MARY UNIVERSITY OF LONDON LICENCE AGREEMENT

1. INTRODUCTION

1.1 Welcome to Queen Mary University of London. Your accommodation at the University is a very important part of your university experience, and we aim to provide a comfortable, safe environment, promoting a spirit of community, in which people can learn, work and interact freely without fear of discrimination, prejudice or harassment.

1.2 Your residential accommodation is subject to the following terms and conditions.

2. DEFINITIONS

2.1 In this Agreement, the following terms have the following meanings:

"Accept" means to formally accept this Agreement by clicking the link through the Accommodation Portal and "Accepted" and "Accepting" are to be interpreted accordingly;

"Accommodation Portal" means the online portal which can be accessed at [Residences Online](#);

"Building" Means the building named in your Offer Letter and Licence Agreement;

"Common Areas" means all stairwells, corridors, landings and entrance halls within the Building, any shared kitchens and/or bathrooms in the Building which do not form part of an individual flat or unit in the Building or other areas that the University designates as common areas that are provided from time to time by the University for common use by the occupiers of the Building and their visitors, but not any shared kitchens and/or bathrooms in the Building which form part of an individual flat or unit in the Building;

"Deposit" means the deposit payment of £400;

"Licence Period" means the start and end date of the licence agreement;

"Licence Start Date" means the start date of the licence agreement when you become liable for residential fees;

"Licence End Date" means the last day of the licence agreement, after which you are no longer liable for residential fees;

"Offer Letter" means the letter sent to you by email by the University with details of the offer for your Room;

"Policies" means the University's codes of practice, policies, and regulations, accessible by our policy webpage (<https://www.qmul.ac.uk/governance-and-legal-services/policy/>) or as otherwise made available to you, and any other policies, regulations, terms or rules implemented by the University;

"Residential Fees" means the charges payable for your occupation of the Room, as set out in Clause 6.3;

"Residents' Handbook" means the Residents' Handbook available at: www.qmul.ac.uk/residences/handbook

“Room”	means the actual room you will occupy in the Building;
“University”, “we”, and “our”	means Queen Mary University of London, incorporated by Royal Charter, Mile End Road, London E1 4NS; and
"Working Days"	means Monday to Friday - excluding Saturday, Sunday, UK Bank Holidays and University closure periods.

3. **AGREEMENT**

3.1 The licence between you and the University consists of several parts:

- 3.1.1 the Offer Letter;
- 3.1.2 the Licence Agreement;
- 3.1.3 the Residents' Handbook; and
- 3.1.4 our regulations detailed in our Policies.

3.2 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 the Policies and you acknowledge that you have actually read the content.

3.3 During your Licence Period, the University may update and replace its Policies from time to time in order to ensure that the University operates efficiently for students and meets the relevant legal and regulatory obligations, and/or where changes are in the interests of students. Any changes will be appropriately notified to students via email or on the website.

3.4 You must accept the offer of the Room by the date specified in the Offer Letter, and you confirm that you accept and agree to all of the obligations in this Agreement when you click the link to “Accept Offer” on the Accommodation Portal. This Agreement is legally entered into and a contract is formed between you and the University, when you pay the Deposit and electronically sign this Agreement. The University will send you an automated email confirming your acceptance of the offer of the Room.

4. **THE LETTING**

4.1 We hereby licence to you the Room for single occupancy residential use, or such other residential use as specified in this Agreement, for the Licence Period on the understanding that such occupancy is as a licensee, which gives you a contractual right to occupy the Room, not as a tenant.

4.2 You are hereby granted a right to occupy the Room for the purpose of living accommodation together with:-

- 4.2.1 the use of the furniture and equipment;
- 4.2.2 the use (in common with other occupiers of the relevant flat) the common facilities and areas within the accommodation; and
- 4.2.3 the use (in common with the other residents of the Building) the Common Areas,

subject to the provisions set out in this Agreement.

4.3 The licence granted by this Agreement is personal to you and is not transferable. Subletting is prohibited.

4.4 You are not permitted to move room within the Building unless agreed by the University, you shall be required to sign a new Agreement for the new room you have moved to.

4.5 Occasionally we may require you to change room due to unforeseen circumstances.

5. **DEPOSIT**

5.1 At the point of booking your Room using the Accommodation Portal, unless advised otherwise in writing by the University, you must pay the £400 Deposit which will be offset against the first instalment of the Residential Fee.

5.2 You will need to enable a '3D Secure Code' for Mastercard payments and a 'Verified By Visa Code' for VISA card payments.

5.3 If you are unable to do this, or your deposit is paid by a third party/sponsor accepted by the University, please contact Housing Services via email at housingservices@qmul.ac.uk for further instructions.

6. **RESIDENTIAL FEES**

6.1 You will receive, by email, an invoice for the Residential Fees for the Licence Period, on or around the commencement date of the Agreement.

6.2 Residential Fees should be paid each term in full on, or within 14 days from, the commencement date of each period [on the licence]. Residential Fees reminders will be sent by email.

6.3 The Residential Fees shall be payable in the instalments outlined on the Agreement

7. **LATE PAYMENT**

7.1 You may be able to arrange to pay your Residential Fees on a variable instalment plan. This must be agreed and confirmed by the Residences Finance team after your arrival. You will be required to countersign the payment plan.

7.2 You may be asked to provide documentary evidence to support your request for a payment plan. Payment plans are at the discretion of the Residences Finance team. If you do not have an authorised payment plan, you will be expected to pay the Residential Fees by the deadline set out in Clause 6.3.

8. **DEDUCTIONS FROM THE LICENSEE**

8.1 At the end of the Licence Period, or following an inspection of the Room, we shall be entitled to charge you as may be reasonably necessary and in accordance with our published "List of Charges", as set out the Residents' Handbook. The List of Charges reflects actual losses and will be provided to you to ensure transparency and full visibility of potential fee liabilities. We encourage you to review the List of Charges, which sets out the basis for any deductions that may apply. Charges may be applied to:

8.1.1 make good any damage to the Room, the Building or the Common Areas (except for fair wear and tear); and/or

8.1.2 pay for the Room and the Building to be cleaned if you are in breach of your obligations set out in this Agreement.

9. **PAYMENT INFORMATION FOR RESIDENTIAL FEES**

9.1 Details on how to pay your Deposit and Residential Fees is set out in the "Financial Information" section of the Residents' Handbook.

10. **YOUR RESPONSIBILITIES**

10.1 **Respect for Others**

- 10.1.1 You agree to keep noise at a level that does not interfere with the study, sleep or comfort of other residents, staff and neighbours. You must reduce the level of noise immediately if requested to do so by a member of staff or by another resident.
- 10.1.2 You agree to behave with respect and consideration towards other residents, staff and your neighbours. This includes not injuring, or damaging the property of others, not using foul and abusive language, not using other residents' possessions without permission and respecting the privacy of others.
- 10.1.3 You agree not to hold any gatherings or parties.
- 10.1.4 You agree not to smoke in any area constituting the residences.

10.2 **Respect for Your Accommodation/Living Environment**

- 10.2.1 You agree to keep your Room in a clean state and carry out your share of cleaning in any communal areas for which you are responsible.
- 10.2.2 You agree to dispose of your rubbish in accordance with the information provided in the Residents' Handbook.
- 10.2.3 You agree to acquaint yourself and follow the fire alarm and evacuation procedures for your accommodation.
- 10.2.4 You agree not to tamper with any electrical equipment, gas installations/appliances or fire safety equipment (without due cause to do so).
- 10.2.5 Due to fire risk you are not allowed to have or use your own portable electric or gas heaters. You must not have or use any items that may have a naked flame or produce heat. Further examples of prohibited items are listed in the Residents' Handbook.
- 10.2.6 You agree to ensure the Building and your Room is left secure. For example, you must not prop open external doors and you should lock your door, and close the windows when you are out at all times.
- 10.2.7 You agree not to have any pets. Guide dogs and hearing dogs are permitted.
- 10.2.8 You agree not to have on campus anything that could harm you or someone else (eg airguns or any other form of weapon, chemicals or fireworks).
- 10.2.9 You agree to keep your Room and the communal areas you have access to in a manner that will not endanger the welfare of others who need to access these areas including other students, staff members and visitors to the Building.

10.3 **Other**

- 10.3.1 You agree not to give keys or access card to your Room to any other person.
- 10.3.2 You agree to report any damage to your Room promptly.
- 10.3.3 You agree not to sublet your Room.

- 10.3.4 You agree to be responsible for your guests while they are in the Building. This includes being responsible for any damage they may cause.
- 10.3.5 You agree not to use your Room for any business purposes or illegal activity, including any activity relating to illegal drugs.
- 10.3.6 You agree to pay for any damages caused by you either through negligence, deliberate act or accidents in accordance with Clause 8. You also agree to pay for damages that may have been caused within an area over which you have sole or joint control if the person who caused the damage cannot be identified.
- 10.3.7 You agree to move out of the Building if you stop being a full-time student at the University.
- 10.3.8 If a letter/notice is delivered to your room or post-box or email inbox it will be deemed that you have received it.

11. **OUR RESPONSIBILITIES**

11.1 **Standard of Accommodation**

- 11.1.1 We will provide accommodation and furniture that is maintained to a reasonable standard and complies with health and safety laws.
- 11.1.2 We will undertake the cleaning of the communal areas in line with the guidelines set out in the Residents' Handbook and Residences website.
- 11.1.3 We will carry out repairs within reasonable time limits.

11.2 **Other**

- 11.2.1 You are entitled to live in the Building free from interference or harassment from staff or other residents.
- 11.2.2 We shall endeavour to ensure that all staff and contractors give a minimum of 48 hours' notice whenever we need to access the Room or the relevant flat (except in the case of emergencies), for instance if you have reported a maintenance request, routine inspections (or repairs arising from routine inspections), or if we believe that the terms of this Agreement have been broken. For planned maintenance 7 days' notice will normally be given.

12. **OUR RIGHT TO TERMINATE**

12.1 We may terminate this Agreement at any time for any of the following reasons if:-

- 12.1.1 you fail to pay us any Residential Fees or other charges when they are due for payment (we will normally allow you up to 14 days to pay before taking action, but we do not have to do this);
- 12.1.2 you in any way misuse or deliberately damage equipment, signs or systems for fire prevention or detection, health and safety, or security;
- 12.1.3 you have in your possession, controlled drugs that it is illegal to possess;
- 12.1.4 your health or your behaviour puts the health, safety or welfare of other people, or yourself, at serious risk;
- 12.1.5 your behaviour puts property belonging to us or to others at serious risk;

- 12.1.6 you fail to comply with this Agreement (including the other terms that are referred to in this Agreement) on a number of occasions or if you fail to comply with this Agreement in a way that has a serious impact on us or other residents or neighbours;
- 12.1.7 you allow someone other than a visitor permitted under this Agreement to stay in your Room;
- 12.1.8 you sublet your Room; or
- 12.1.9 you are not, or if you cease to be, a student on a full-time course at the University, or where your studies have been interrupted (by you or the University), you are no longer studying full-time, or where you have been excluded or suspended from the University.

12.2 The Agreement will end on the date specified in the notice that we give to you, but you will still be responsible for any breach of this Agreement that happened before this Agreement ends.

12.3 If we have to start court proceedings to make you move out of the Room, we will ask the Court to order you to pay for the Room up to and including the last day of the Licence Period and charge you a daily rate based on your Residential Fees to compensate us for our expenses for the time between us starting the proceedings and obtaining a Court order. We may also ask the Court to order you to pay our legal fees and expenses, and to pay interest on any money you owe us.

13. **YOUR RIGHT TO CANCEL BEFORE YOU MOVE INTO YOUR ROOM**

13.1 You may cancel this Agreement before the Licence Start Date and before you move into your Room via email to Housing Services.

13.2 If you cancel this Agreement within two Working Days of Accepting your offer for the Room, we will refund your Deposit in full (minus a £30 administration fee), and you will not be liable for any Residential Fees. Please note we will not refund your Deposit if:

- 13.2.1 you have had 'face to face' contact with a member of the Housing Services team (prior to entering into this Agreement);
- 13.2.2 the date you cancel this Agreement is on or after the Licence Start Date;
- 13.2.3 you have moved into your Room; or
- 13.2.4 you have collected the keys or stayed overnight in the Room.

13.3 To cancel this Agreement in accordance with Clause 13.2 contact Housing Services at housingservices@qmul.ac.uk

13.4 If you cancel this Agreement more than two Working Days after Accepting your offer for the Room, we will not refund your Deposit, and you will be liable for all Residential Fees. Further details are set out in Clause 15.5.

14. **MOVING IN LATE**

14.1 If you intend to move into your residence more than seven (7) days after the Licence Start Date, you must inform the Housing Services team by email.

14.2 If there is a delay in your arrival at your Room that will incur Residential Fees in excess of the Deposit, you must pay the remaining Residential Fee for the term, which we will confirm to you by email. Failure to make payment in full for the term, when requested, will result in the Room booking being cancelled.

15. **TERMINATION AFTER THE LICENCE START DATE**

- 15.1 If you formally withdraw, interrupt or are de-registered from the University, you must inform Housing Services immediately and provide the necessary documentation from Registry. In these circumstances you will not be eligible to remain in University accommodation. You will be required to complete a 'Notice of Intention to Vacate' form ("**NIV**") giving 28 days written notice of your intention to vacate. You will remain liable for Residential Fees for the full 28 days. Once this period has expired and you have returned your keys, your liability for Residential Fees will cease.
- 15.2 The Housing Services team may issue you with a 28 day Notice to Quit if:
- 15.2.1 you commit a serious breach of this Agreement, including non-payment of residential fees;
 - 15.2.2 your behaviour endangers the welfare of other residents, staff or visitors; or
 - 15.2.3 you commit a criminal offence,
- 15.3 Examples of when the Housing Services team may issue you with a 28 day Notice to Quit include, but are not limited to:
- 15.3.1 tampering with the fire alarm system or any fire safety related equipment or fittings, including covering detectors;
 - 15.3.2 threatening behaviour, which includes both verbal and physical actions;
 - 15.3.3 use or possession of illegal substances;
 - 15.3.4 subletting;
 - 15.3.5 continued infringement of the Halls of Residence Regulations after receiving a final written warning; or
 - 15.3.6 action which poses significant risk to individuals or University property.
- 15.4 If you are issued with a 28 day Notice to Quit you will be held liable for Residential Fees for the full period of the notice, even if you move out earlier than the 28 days.
- 15.5 If you cancel this Agreement more than two Working Days after Accepting your offer for the Room and before the Licence End Date you will remain liable for the full Deposit and Residential Fee until the end of the Licence Period, unless the Room is re-let to another Queen Mary student who:
- 15.5.1 is not currently living in University accommodation;
 - 15.5.2 is a full time enrolled student at the University; and
 - 15.5.3 is deemed to be suitable in our reasonable opinion.
- 15.6 If you wish to leave your Room for convenience and without cause you must complete and submit a Notification of Intention to Vacate form, available from Housing Services. We will then seek to re-let your Room, considering the following:
- 15.6.1 rooms for which no one is currently liable to pay a licence fee are licenced first;
 - 15.6.2 after those rooms are filled, we will re-let rooms in date order of Notification of Intention to Vacate submission; and

15.6.3 if you are living in a room with particular criteria (i.e. it is in a single sex flat/ corridor or an undergraduate or postgraduate designated building), this may affect the time taken to re-let your room, depending on the needs of those applying for rooms.

16. **WHAT HAPPENS AT THE END OF THIS AGREEMENT AND LEAVING YOUR RESIDENCE**

16.1 Your Agreement with us is a licence and will not automatically continue after the last day of the Licence Period. You do not need to give notice to end your Agreement on the last day of the Licence Period, and neither do we.

16.2 Further details in relation to leaving your Room are available [here](https://www.qmul.ac.uk/residences/livingwithus/leavinginstructions/) (https://www.qmul.ac.uk/residences/livingwithus/leavinginstructions/).

17. **ROOM TRANSFERS**

17.1 If you feel, for any reason, that your allocated Room is unsuitable, you will be required to complete a 'Transfer Request Form' ("TRF") outlining the reasons why. A TRF is available from Housing Services. Room transfers will be made subject to availability and the payment of a £30.00 administration fee.

17.2 The waiting list for room transfer requests opens on the first Monday in October each year. Transfers will not be considered before this date.

17.3 Room transfer prioritisation will be given to requests that are supported by the Residential Welfare team.

17.4 We reserve the right to move you to accommodation that is similar in terms of size, facilities and general location, in any reasonable circumstances including, but not limited to, the following:-

17.4.1 for reasonable management reasons (eg where we consider, acting reasonably, that we need to carry out works to the Room or Building or where the Room or Building is unfit for occupation or where an event arises which is outside of our control); or

17.4.2 where we reasonably consider that, because of your behaviour, it is necessary to move you from the Room to protect your well-being or the well-being of others or to prevent damage to the Room.

17.5 If we request you to relocate:-

We will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours; and

17.6 If you do not move out of the original Room following a request by us to do so, we can take legal action to remove you.

18. **OUR LIABILITY TO YOU**

18.1 Nothing in this Agreement limits or excludes our liability for:

18.1.1 death or personal injury caused by our negligence;

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 any other liability which cannot lawfully be limited or excluded.

18.2 We do not accept liability for damage to property or possessions unless the damage occurred due to our negligence (including the negligence of our staff). Our liability to you for damage to your property or possessions is a maximum of £1,000 per item, and a maximum of £3,000 in aggregate.

19. **ACCESSIBILITY AND REASONABLE ADJUSTMENTS**

19.1 We want our accommodation to be accessible and inclusive. We will consider and, where appropriate, implement reasonable adjustments to support disabled residents and residents with accessibility needs. We will deal with requests for adjustments in accordance with the steps set out on our Disability and Dyslexia Service website, at <https://www.qmul.ac.uk/disability-and-dyslexia-service/guidance/accommodation/>. This website also includes information on accessibility, inclusion, and adjustments in more detail, including how to request support.

20. **DATA PROTECTION**

20.1 We will process your personal data in accordance with our [Privacy Policy](#).

21. **COMPLAINTS PROCEDURE**

21.1 If you wish to raise a complaint about the condition of the Room or Building or any issue arising from the terms of this Agreement please submit a written complaint to Residential Support as soon as possible. The complaint form can be downloaded at: www.qmul.ac.uk/residences/acc-contact-us

21.2 A member of the Residential Services team will communicate with you to acknowledge your complaint at the informal stage and set out our understanding of the issues you are concerned about. We will also let you know the name of the person dealing with your complaint.

21.3 Should you be unhappy with the response to your informal complaint, our response will include information on how to make a formal complaint.

21.4 Further information is included in the [Residential Services Complaints Policy](#).

22. **SEVERABILITY**

If any term, condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent, such term condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

23. **GOVERNING LAW AND JURISDICTION**

23.1 The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).