

# The Courtauld

## LICENCE AGREEMENT FOR OCCUPYING A ROOM IN DUCHY HOUSE FOR THE ACADEMIC YEAR 2022/23

1. You, (The Resident) are required to sign the acceptance pages at the end of this Licence Agreement before taking up residence and to have paid the Tenancy Deposit fee.
2. This Licence Agreement is granted by The Licensor to The Resident) on the basis of the Terms and Conditions set out in this Licence Agreement.
3. The Resident does not have an exclusive right to occupation or possession of Duchy House ("The Accommodation") or any part of it only a licence to occupy the room allocated from time to time to the student ("The Room") in common with the Licensor and all others authorised by the Licensor (so far as not inconsistent with the rights given to the Resident to use The Room for the permitted use). The Resident is granted use of The Room within The Accommodation including its furniture and fittings and in addition to the use of The Room the right to shared use of the designated communal areas and (where such facilities are not included in The Room) the kitchen, laundry room and shower room facilities (where shared) within The Accommodation.
4. This Licence Agreement when signed by both The Resident and The Licensor will create a legally binding contract and should be read carefully before signing.
5. The Resident will be liable to pay the Accommodation Fee for the full Licence Period shown in the Licensing Details on page four of the Licence Agreement. Other charges may become payable as described in: Clauses 1.2 (and the First Schedule), 2.1.2, 2.1.3, 2.2.5, 2.5.1, 2.6.1 and 2.11 of the Conditions.
6. To confirm your accommodation, you (The Resident) should read the Licensing Details together with the Terms and Conditions including the Addendum 1 Gesture of Goodwill Payment and Addendum 2 COVID, and sign this Licence Agreement on pages 28. Addendum 2 (appended to this Licence Agreement), sets out additional terms and conditions, rules and procedures which form part of this Licence Agreement between you (The Resident) and The Licensor which address matters relating to the COVID pandemic and which shall also apply to any other epidemic or pandemic disease which results in the Government, local authority or other official body issuing mandatory or recommended preventative steps or measures and in this case the reference to COVID or Coronavirus in this Licence Agreement and Addendum 2 shall be replaced with the name of the disease to which the measures apply.
7. The Resident should return a scanned copy of the signed Licensor page from this Licence Agreement, together with the Tenancy Deposit fee of **£200** to The Courtauld Institute of Art (The Licensor) by no **later 17:00 hours on XXXX 2022**. Please note that The Licensor reserves the right with no compensation payable to The Resident to change (with notice of not less 20 days save in case of emergency when less or no notice shall be required) The Room allocated by this Licence Agreement due to routine, planned or emergency repair and maintenance and You (The Resident) may therefore be required to move to an alternative room within The Accommodation either temporarily or permanently.

**LICENSING DETAILS:**

THE ROOM: Duchy House Room XXXX  
LOCATION: 2-4 Lancaster Place (133 Strand) London WC2R 1HG  
THE LICENSOR: The Courtauld Institute of Art  
LICENSOR ADDRESS: Somerset House, Strand, London, WC2R 0RN  
LICENSOR TELEPHONE: 0207 3947 7595 (Daytime – Monday to Friday 09:30 to 17:30)  
XXXX (Out-of-hours)  
THE RESIDENT: XXXX  
THE LICENCE PERIOD:  
Commencement Date: From Saturday 17 September 2022<sup>1</sup>  
Expiry Date: By 12:00 hours on Saturday XXXX XXXX 2023  
Licence Period: XXXX weeks<sup>2</sup> inclusive of Christmas and Easter vacation periods  
ROOM TARIFF: XXXX  
ACCOMMODATION FEE: £XXXX per week (£XXXX per day)  
ACCOMMODATION FEE: £XXXX for the Licence Period  
The Accommodation Fee is to be paid in three instalments as set out below:  
INSTALMENT 1: £XXXX payable on or before 8 October 2022  
INSTALMENT 2: £XXXX payable on or before 14 January 2023  
INSTALMENT 3: £XXXX payable on or before 29 April 2023  
TENANCY DEPOSIT: £ 200 payable on return of your signed Agreement  
COMMON ROOM FEE: £ 20 (added to Instalment No.1)

Returning a signed copy of this Licence Agreement by the date referred to in the supporting cover letter will be taken as acceptance by You (The Resident) of the Terms and Conditions set out in this Licence Agreement.

Clause 4 of the Licence Agreement sets out the deductions that can be made from the **Tenancy Deposit**. The Licensor will retain as much of the Tenancy Deposit as is necessary to cover its reasonable losses if you do not take up this accommodation offer and the Licensor agrees to determine this Licence Agreement.

The **Common Room Fee** is incorporated into the first payment instalment. Payment of the Common Room Fee contributes towards the cost of social activities arranged throughout the academic year by Resident Wardens, the Students' Union and/or the Accommodation Manager that support networking, wellbeing and social engagement activities for those students living in The Accommodation.

<sup>1</sup> Subject to agreement early arrival to accommodate particular travel requirements will be available from 12 September 2022 at no additional charge.

<sup>2</sup> XXXX weeks is calculated from Monday 19 September 2022, which excludes any early arrival period.

## The Terms and Conditions:

### 1. GENERAL INFORMATION

- 1.1 The Licensor's Student Policies and regulations (in this Licence Agreement called "The Policies") also apply to all residents living at The Accommodation (unless the Student Policies conflict with this Licence Agreement in which case this Licence Agreement takes precedence).
- 1.2 Details of Student Policies can be found on The Courtauld's website at <https://courtauld.ac.uk/about/policies/student-policies> or in hard copy on request from Student and Academic Services, The Courtauld Institute of Art, Vernon Square, Penton Rise, London WC1X 9EW. Telephone: +44 (0)20 3947 7671.
- 1.3 In the circumstances referred to in the First Schedule to this Licence Agreement administration charges will be payable and may be deducted from the Tenancy Deposit. Details of the charges are set out in the First Schedule to this Licence Agreement.

### 2. THE RESIDENT'S OBLIGATIONS

The Resident understands and agrees to comply with The Licensor and its representatives with respect to the following obligations:

#### 2.1 Payments

- 2.1.1 To pay the instalment payments ("the Accommodation Fee") to The Licensor on or prior to the due dates specified in the Licensing Details.
- 2.1.2 If payment of the Accommodation Fee from The Resident is outstanding after 14 days after the due date, and the student has been notified by the Licensor's Accommodation Manager and/or Finance Office in writing of this default, you (The Resident) may be charged interest on the overdue Accommodation Fee at the Bank of England's base rate for each day the Accommodation Fee is overdue.
- 2.1.3 To notify The Licensor promptly (via the Licensor's Accommodation Manager and/or Finance Office) should the student have any problems with the payment of the Accommodation Fee.

#### 2.2 Cleaning, Repairs and Damage

- 2.2.1 To keep The Room clean and tidy and not to cause any other part of The Accommodation to become dirty or untidy. This includes, but is not restricted to, the regular removal of waste from The Room to the refuse store on the ground floor. Charges will be due from The Resident if, after notification, continually causes The Room and/or other areas of The Accommodation to become untidy.
- 2.2.2 Not to damage or permit damage to The Room (including the furniture and fittings in it) or to any other part of The Accommodation, nor damage or injure any person or the property of any person (including The Licensor) within The Accommodation To pay to the Licensor the reasonable cost of the repair of any damage or defacement to The Room or caused by The Resident within The Accommodation other than that caused through normal wear and tear.

- 2.2.3 To report any damage or need for repair to The Licensor (via the Licensor's Estates and Facilities Office) promptly on discovery via e-mail [duchy.helpdesk@courtauld.ac.uk](mailto:duchy.helpdesk@courtauld.ac.uk)
- 2.2.4 Not to alter or re-decorate The Room (including the furniture or fittings in it) or fix anything to the walls (other than posters using white tak only), ceilings, doors or windows of The Room. To pay to The Licensor the reasonable cost of the repair of any damage or defacement in The Room caused by non-adherence to this clause.
- 2.2.5 If any damage is caused to The Room, The Accommodation's common parts, service media, furniture or other equipment/items listed in the inventory given by The Licensor to The Resident or that forms any part of The Accommodation, and it is not possible to identify the person or persons responsible for such damage, then The Resident will pay to The Licensor an amount which shall be apportioned as if:
- (a) The Resident caused the damage to The Room;
  - (b) all the occupiers of the floor of The Accommodation caused the damage to the shared facilities on the floor's common parts solely accessible to them; and
  - (c) all the occupiers entitled to use and having access to The Accommodation's common parts caused the damage to The Accommodation's common parts.

The communal charge described in 2.2.5 (b) and (c) shall be calculated as the reasonable cost to The Licensor of repairing such damage the total of which will be divided by the number of occupiers of the floor or of The Accommodation (excluding any occupiers who can demonstrate to The Licensor's satisfaction that they were not present at the incident).

- 2.2.6 Not to impede The Licensor and/or all persons authorised by The Licensor having access to The Accommodation including The Room at all reasonable times without any compensation being payable for any noise or other disturbance caused:
- (a) to inspect it and any furniture and fittings in it to ensure that the terms of this Licence Agreement and in particular Clauses 2.2.1 and 2.2.2 are being complied with; and/or
  - (b) to carry out cleaning or any works of maintenance or repair of any of The Licensor's property or internal or external fittings which The Licensor may reasonably consider to be necessary
  - (c) to allow prospective residents to view it
  - (d) to allow access for all purposes to neighbouring properties, buildings or facilities and services which are accessible via the allocated room or common areas

In all cases, The Licensor will where possible give The Resident at least 48 hours' (2 working days) notice to obtain access or without notice in the case of emergencies. Notice of works will, where possible, be issued to The Resident via their Courtauld issued email address in the first instance. In the event of The Resident not being present at the time when access is required, The Licensor will be permitted to have access to The Room and may use a duplicate key to obtain access.

## 2.3 Use and Occupation of The Room

- 2.3.1 To use The Room as a private residence only and not for any other purpose. The Room/Accommodation is allocated to the Resident for residential and academic study purposes only and it may not be used for the purpose of a business, trade or profession.

- 2.3.2 Not to allow any other person to share or occupy The Room except as allowed by this Clause 2.3 or Clause 2.8 and not to allow any persons under 18 years of age to enter, share or occupy The Room and/or The Accommodation.
- 2.3.3 Not to assign transfer or sublet this Licence Agreement or The Room.
- 2.3.4 Not to use The Room or any other part of The Accommodation for any illegal or immoral purpose or in such a manner so as to bring The Licensor into disrepute and, not to behave in The Room or The Accommodation in such a way as to be a nuisance, annoyance or inconvenience or in a manner that is bullying or intimidating to any other resident of The Accommodation or adjoining or neighbouring property. This includes but is not restricted to:
- (a) causing any noise which, if made within The Room, can be heard outside the Room or, if made at The Accommodation can be heard throughout The Accommodation and/or by neighbours.
  - (b) keeping or using illegal drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
  - (c) keeping or using any knives (other than domestic kitchen knives), or any weapons of any kind in The Room or The Accommodation;
  - (d) keeping firearms, offensive weapons, air pistols and pyrotechnics (fireworks, flares etc.)
  - (e) harassing, threatening or assaulting any other resident in The Accommodation or their guests or any staff of The Licensor or any other person.
  - (f) entering the room of another Resident without their consent.
  - (g) displaying posters / placards in windows of The Room or common parts of The Accommodation.

The above examples constitute either a criminal offence and/or serious misconduct under The Licensor's Policies, and would be deemed to be a breach of this Licence Agreement and as a consequence this Licence Agreement may be terminated under Clause 5.

- 2.3.5 To inform The Licensor of any long term absence (5 consecutive nights or more) from The Room during the course of this Licence Agreement.
- 2.3.6 If The Resident wishes to vacate The Room and terminate this Licence Agreement they must comply with Clause 5.7

## **2.4 Policies**

To read, understand and comply with the Policies referred to in paragraph 1.2.

## **2.5 Security**

To contribute to the general security of The Accommodation, to keep The Room locked at all times when not occupied and to comply with the following.

- 2.5.1 To report lost or stolen keys or ID/access cards to The Licensor promptly and to pay to The Licensor a reasonable charge to cover the cost of the replacement of keys, and/or ID/access cards.

- 2.5.2 When leaving The Room or The Accommodation to ensure that all doors and windows are securely closed and locked behind them.
- 2.5.3 Not to give or share The Room key or ID/access cards with any other Resident or person not living in the Accommodation.
- 2.5.4 Not to allow any person who is not accompanying The Resident as a guest access to The Accommodation and, to report any suspicious person or item to the Resident Warden on duty within The Accommodation or The Licensor's security team.
- 2.5.5 To report any observed faults in the access control system or door locks in accordance with Clause 2.2.3.

## **2.6 Health, Safety and Fire prevention**

- 2.6.1 The Resident must take reasonable care for their own and others' safety. The Resident is expected to comply with The Licensor's Health and Safety Policy and other applicable policies as they relate to health and fire safety. Residents should report to The Licensor any situation, which, in their opinion, involves the risk of injury or a health hazard.
- 2.6.2 To help protect residents in The Accommodation against the effects of coronavirus or similar pandemic virus, you (The Resident) must not remove, deface or in any way interfere with any notices displayed in The Room and/or throughout The Accommodation related to maintaining social distancing and other advice pertaining to living safely within The Accommodation and shall not allow any guests or visitors to do so.
- 2.6.3 Those Residents who are assigned a shared communal shower room, must not leave any personal possessions in the shower cubicle in order to safeguard against those items being touched by others. All items must be placed in the wall cabinets provided in the communal shower room or retained in The Residents room. This is to ensure that Residents sharing and the Licensor's cleaning staff do not come into contact with items whilst cleaning the communal shower room (which will be cleaned daily).
- 2.6.4 Residents are encouraged not to congregate in groups of more than five in the communal kitchens, common rooms and other communal areas, and no more than two persons should congregate in Resident Rooms. Where more than one person is in a room, Residents are encouraged to keep windows open to aid ventilation, which is one of the safety measures in response to maintaining a COVID safe environment.
- 2.6.5 Residents must respect and comply with the UK Government and the Licensor's guidelines on social distancing if imposed and any other guidance and measures introduced to protect the wellbeing and health of The Resident and other residents, staff at the Accommodation and the community and The Resident accepts that the guidance may change throughout the Licence Period and The Resident shall comply with the guidance and any health and safety measures, as varied from time to time, as a condition of living in The Accommodation.
- 2.6.6 The Resident must not misuse fire alarms and or fire-fighting equipment including covering or tampering with smoke and heat detectors, it is a prosecutable offence under Section 8 of the Health and Safety at Work Act 1974.

- 2.6.7 The Resident must acquaint themselves and comply with the fire regulations in force in The Accommodation (these are described in further details both in The Room and in the Resident Handbook). Regular fire drills are held and the Resident and any guests (if permitted) must always evacuate promptly when the fire alarm sounds.
- 2.6.8 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. Escape routes and fire exit doors must not be obstructed in any way. Personal items must not be left in corridors. These areas must remain clear in accordance with Fire Regulations. Any interconnecting fire doors within The Accommodation i.e. within the Lower Ground floor must not be opened by the Resident or their guests except in cases of emergency.
- 2.6.9 Cooking must only be undertaken in the designated communal kitchens. The Resident must never leave cooking appliances unattended. In no circumstances should The Resident keep or use cooking equipment such as toasters, kettles, grills, rice cookers, hotplates or similar devices in any area of The Accommodation apart from the communal kitchens and such equipment will be removed if found in unauthorised areas.
- 2.6.10 Deep fat frying and the use of chip pans (i.e. a saucepan full of oil) on cookers is prohibited. Electrical deep fat fryers may be used provided they are fitted with a correct fused plug and a thermostatic control.
- 2.6.11 The use of lighted candles, jos sticks, aromatic oil heaters, shisha pipes, cigarettes, vapes or any device which has a naked flame is prohibited in The Room and or The Accommodation.
- 2.6.12 The hanging of net curtains or other similar material in The Room or other non-fireproof material is not permitted.
- 2.6.13 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.
- 2.6.14 Not to interfere with, cover or misuse any fire-fighting or fire detection equipment, safety signs or notices that are provided and displayed within The Room or The Accommodation for the protection and guidance of residents. To pay to the Licensor a reasonable charge to cover any loss or damage caused by such interference.
- 2.6.15 Not to use electrical equipment in The Room or at The Accommodation where the device or wiring has been damaged in such a way that the equipment may be unsafe for use, or wire any electrical equipment to or from The Room to any other part of The Accommodation or overload any electrical socket with additional sockets, adaptors or appliances. The Licensor reserves the right to remove any electrical equipment, adaptors or wiring found to be dangerous or unsafe following visual or electrical portable appliance testing inspection.

- 2.6.16 Not to use extension cable sockets and or non UK approved plug adaptors in The Room or The Accommodation.
- 2.6.17 Not to use electric fan heaters or oil filled radiators in The Room, unless issued by The Licensor as an additional temporary source of heating in the event of a temporary failure of The Accommodations central heating.
- 2.6.18 Not to remove window restrictors from the windows to which they are attached whether located in The Room or in The Accommodation's common parts.
- 2.6.19 Not to lean out of or throw items out of windows in The Room or to go out on to any of the ledges of The Accommodation or access neighbouring properties roofs.
- 2.6.20 Not to bring any item of furniture into The Room and /or The Accommodation that does not conform to the standards required by BS 5852:2006 Methods of test for assessment of the ignitability of upholstered seating by smouldering and flaming ignition sources.
- 2.6.21 Upon becoming aware of any defect or other matter relevant to Health and Fire Safety promptly to report the details to The Licensor (via the Estates and Facilities Office) via e-mail [duchy.helpdesk@courtauld.ac.uk](mailto:duchy.helpdesk@courtauld.ac.uk).
- 2.6.22 To watch the welcome introduction online via this XXXX provided by The Licensor's Accommodation Manager for residents of The Accommodation including being familiar with the relevant Health and Fire Safety requirements for The Accommodation.

## 2.7 Noise

- 2.7.1 To keep noise to a minimum at all times and especially between 23.00 hours and 08.00 hours and in accordance with Clause 2.3.4 (a). Serious or persistent levels of noise and disruption to other residents including within the local neighbourhood is a breach of this Licence Agreement and can lead to termination under Clause 5 of this Licence Agreement.
- 2.7.2 The Accommodation and communal areas are private living and studying 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 Accommodation or invite excessive numbers of guests into The Accommodation.

## 2.8 Guests

- 2.8.1 To provide a safe living environment and thus, to protect all residents against the possible spread of coronavirus (or any other epidemic or pandemic disease), and to adhere to the UK Government's advice on maintaining COVID safe environments and all other advice and measures in connection with containing the disease and reducing the spread of the disease if there were to be an outbreak, the Licensor may have to impose restrictions on Residents being permitted to have a guest stay overnight with them in The Accommodation. If this is a necessary measure to be implemented The Licensor will formal write to Residents confirming this. In the event of relaxation of this condition, Clauses 2.8.2 to 2.8.6 will apply.
- 2.8.2 To ensure that guests invited to The Accommodation by The Resident do not cause disturbance to the other residents of The Accommodation.



- 2.8.3 To ensure that The Resident's guests leave The Room and or The Accommodation immediately upon being requested to do so by The Licensor or its representatives.
- 2.8.4 To ensure The Resident is occupying The Room during the period the guest is present and not to issue ID/Access cards / keys to any guests in accordance with Clause 2.5.3
- 2.8.5 Not to allow guests to stay in The Room overnight without the prior permission of The Licensor. Any guest permitted to stay in The Room is not to stay for more than 5 nights in any one week and The Resident is to have not more than 1 overnight guest at any one time. Guests permitted to stay overnight are not to use any of The Accommodation common parts for sleeping.
- 2.8.6 To ensure that The Resident's guests adhere to the terms of this Licence Agreement. The Resident is liable for any of the terms breached by his/her guests invited to The Room and/or The Accommodation.

## **2.9 Pets**

- 2.9.1 Not to keep any livestock, animals, birds, reptiles or insects within The Room except any resident that is registered with a disability may keep an assistance pet where The Licensor has received prior written notification of this requirement and approved the arrangement.

## **2.10 Cooking**

- 2.10.1 To cook, using only the kettles, microwaves, electric/gas cookers or other kitchen appliances provided by The Licensor and to use them only within the communal kitchens provided.
- 2.10.2 To clean the kitchen appliances after use and not to cause the kitchen to become dirty and/or untidy.
- 2.10.3 In using the kitchen facilities not to leave any appliance in use unattended and ensure each appliance is used in line with the manufacturer's recommendations.

## **2.11 Smoking**

- 2.11.1 The Resident is to abide by The Licensors Smoking Policy and thus, is not to smoke or vape in The Room and/or The Accommodation's common parts. Any evidence of smoking /vaping in the Accommodation by The Resident (or their guests) may result in a charge and or disciplinary in accordance with The Courtauld's [Code of Student Discipline](#).

## **2.12 Bicycles**

- 2.12.1 Not to keep bicycles inside The Room and/or The Accommodation's common parts.

## **2.13 Enrolled Student**

- 2.13.1 To be enrolled as a full time student of The Courtauld Institute of Art throughout the Licence Period. If at any point The Resident is no longer enrolled on a course at The Courtauld to vacate The Room within five days of ceasing to be an enrolled student.

## **2.14 Completion of statutory returns**

2.14.1 From time to time, The Resident may be required to complete a statutory return for example the National Census Form or similar document required by the Local Authority and or UK Government. It is The Residents responsibility to complete and return such forms when requested to do so. Any failure to complete, that subsequently incurs a fine, The Resident is wholly responsible for payment of said fine to the relevant authority.

## **3. LICENSOR'S OBLIGATIONS**

- 3.1 The Licensor will allow The Resident to occupy and use The Room and The Accommodation in common with The Licensor and all others authorised by The Licensor.
- 3.2 The Licensor will keep The Room and The Accommodation repaired and maintained in accordance with statutory requirements.
- 3.3 The Licensor will use reasonable endeavours to ensure that appropriate personnel or contractors attend The Room and/or The Accommodation to deal with defects in accordance with the performance standards set out in the Second Schedule provided that the fact that any type of defect is mentioned in the Second Schedule does not make The Licensor liable for any loss which may result from the same and no compensation shall be payable for any loss or inconvenience caused by any defect or disturbance, except as specified in Addendum 1.
- 3.4 The Licensor may be asked by and may provide to local or national institutions details of persons living in The Accommodation in order to comply with its legal requirements as The Licensor. For example, The Resident's details may be passed to the local electoral services team. The Licensor will automatically opt The Resident out of the edited register unless The Resident chooses otherwise. Where any other request occurs The Licensor will use reasonable endeavours to inform The Resident via his/her Courtauld e-mail address.

## **4. TENANCY DEPOSIT**

- 4.1 The Tenancy Deposit will be held by or on behalf of The Licensor and The Licensor may deduct from the Tenancy Deposit (in addition to its other rights under this Licence Agreement):
  - 4.1.1 A reasonable sum to compensate The Licensor for any cost or loss incurred by The Licensor because any of The Resident's obligations set out in Clause 2 of this Licence Agreement have not been complied with.
  - 4.1.2 Any payment due to The Licensor under this Licence Agreement.
  - 4.1.3 Administration Charges due to The Licensor under this Licence Agreement.
- 4.2 Either within 14 (working) days of the end of the Licence Period The Licensor will repay the balance of the Deposit to The Resident after making any deductions under this Clause 4 or it may return the Deposit via deducting it from Installment 3.

## **5. TERMINATION OF THIS LICENCE AGREEMENT**

- 5.1 This Licence Agreement may be terminated by any of the ways set out in this Clause 5.

- 5.2 This Licence Agreement will terminate on the end date and time as specified in the Licensing Details, unless agreed otherwise in writing between The Resident and The Licensor.
- 5.3 This Licence Agreement will terminate if The Resident is no longer enrolled with The Courtauld Institute of Art as a full-time student and in those circumstances The Licensor will require The Resident to vacate The Room within five days following receipt of notification of The Resident's status from Student and Academic Services.
- 5.4 If and whenever the Accommodation Fee or any part of the Accommodation Fee is not paid within 14 days of becoming due (whether formally demanded or not) or if and whenever there is any breach of or non-performance of The Resident's other obligations which is a repeated breach or not a minor breach, The Licensor shall be entitled to give The Resident notice requiring The Resident to pay the arrears of any Fees and/or to put right the breach and specifying a reasonable time to do so. If The Resident fails to pay the arrears of the Fees and/or put the breach right within that time, The Licensor may in its absolute discretion give The Resident not less than 28 calendar days' notice to terminate this Licence Agreement.
- 5.5 If there is any breach or non-performance of any of The Resident's obligations under this Licence Agreement which is of a seriousness or nature that makes it reasonable for The Licensor in its absolute discretion to terminate this Licence Agreement by giving shorter notice than provided for in Clause 5.4 or by giving no notice, then this Licence Agreement shall be terminated at the expiry of such notice or, immediately, if no notice is given, or by The Licensor issuing court proceedings for possession.
- 5.6 If as a result of a disciplinary hearing pursuant to the disciplinary procedure of The Courtauld Institute of Art, The Resident is excluded from The Courtauld Institute of Art, with immediate effect, this Licence Agreement shall terminate and The Resident will vacate The Room on being given reasonable notice in writing. The Courtauld Institute of Art's disciplinary procedure can be found at the website referred to in Clause 1.2.
- 5.7 If The Resident after the commencement of this Licence Agreement wishes to vacate The Room and terminate this Licence Agreement and
- (a) The Resident consults The Licensor's Student and Academic Services waiting list for a replacement resident who is willing to take over the Licence Agreement for the remaining period or, if The Resident has found another student who meets the allocation policy (which can be obtained from The Licensor's Student and Academic Services) and
  - (b) The replacement resident has completed and signed a Licence Agreement and paid a deposit and the relevant accommodation fee instalment in full and
  - (c) The Resident (to depart) pays the Administration Charge
- Then The Resident as named on this Licence Agreement will be released from their obligations under this Licence Agreement but without prejudice to liability for any prior breaches on the part of The Resident.
- 5.8 If prior to the Commencement Date of this Licence Agreement but after a signed Licence Agreement has been received together with the Tenancy Deposit, The Resident can cancel this Licence Agreement and get a full refund of the Tenancy Deposit paid by contacting the Licensor's Student and Academic Services team and in such circumstances The Licensor will not be required to provide you with accommodation.

- 5.9 If The Resident cancels this Licence Agreement less than 14 calendar days prior to the Commencement Date, you will forfeit the Tenancy Deposit and one week's Accommodation Fee as per the rate stated in the Licensing Details.
- 5.10 If no notice to cancel is given by the Commencement Date, the Licence Agreement will be binding on you and you will be responsible for the Accommodation Fee for the whole of the Licence Period, even if you do not move into The Accommodation.
- 5.11 The exception to Clauses 5.9 and 5.10 will be if for reasons related to COVID, i.e. The Resident is restricted from traveling within and or to the United Kingdom due to national and or international travel restrictions imposed by the UK Government or the Residents home country's Government (if traveling from abroad) and thus, The Resident is unable to move into The Accommodation, The Licensor will agree to mutually terminate the Licence Agreement and no charges as outlined in Clauses 5.9 and 5.10 will be levied.
- 5.12 After the Commencement Date stated in this Licence Agreement, The Resident may terminate the Licence Agreement in accordance with Clause 5.7 only.
- 5.13 After the Commencement Date stated in this Licence Agreement, The Licensor may terminate the Licence Agreement if The Licensor closes or is required to close The Accommodation and is unable to source other suitable accommodation due to circumstances in any way connected to but not limited to COVID or a similar declared pandemic or for any operational reason beyond its direct control. If The Licensor terminates this Licence Agreement it will give The Resident, no less than 4 weeks written notice.
- 5.14 If The Licensor is required to close The Accommodation it will support The Resident in finding suitable alternative accommodation in a similar property owned or managed by the University of London or third party accommodation provider.
- 5.15 In the unlikely event that The Licensor has to terminate this Licence Agreement under Clause 5.10, it will
- 1) support The Resident in sourcing suitable alternative accommodation in a similar property owned or managed by the University of London or third party accommodation provider;
  - 2) refund a proportion of the Accommodation Fee paid equivalent to the proportion of the period of occupancy which is remaining and, The Resident agrees that in these circumstances you will not be entitled to claim any additional costs for alternative accommodation or moving costs from The Licensor.
- 5.16 At the end of the Licence Period or where The Licensor terminates this Licence Agreement, The Resident must vacate The Room by midday on the day of termination and remove all personal belongings from it and from communal rooms and return all keys to The Room and The Accommodation to The Licensor.
- 5.17 Should the Resident not vacate The Room and an extension to the Licence Agreement has not been agreed in writing with the Licensor at least 10 working days prior to the Expiry Date of the Licence Agreement, The Resident will be liable for additional charges of £110 for each twenty-four hour period The Resident remains within The Room.
- 5.18 If The Resident does not vacate The Room in accordance with this Clause 5, The Licensor may apply to the court for an order for possession and may claim from The Resident such costs of those proceedings as the court will allow.

- 5.19 If The Resident during the period of Tenany returns to their registered home address be that in the UK or aborad and is subsequently unable to return to The Accommodation due to local lockdown and or travel restrictions imposed by the UK Government or the Residents home country's Government (if traveling from abroad) due to COVID or similar UK Government declared pandemic, the Licensor provide a rebate to the value of £98.50 per week for each week the Resident is not able to return and live in The Accommodation capped at a maximum of 4 weeks.
- 5.20 The termination of this Licence Agreement will not cancel any outstanding liability The Resident has to The Licensor at the date of termination.

## 6. NOTICES

- 6.1 The Resident may serve notice upon The Licensor (including notices in proceedings) at the following address:
- Accommodation Manager, Estates and Facilities, The Courtauld Institute of Art, Strand, London WC2R 0RN.
- 6.2 Any notices to be given to or served upon The Resident by The Licensor may be delivered to The Resident via their Courtauld email address, and/or delivered as a letter to The Room within The Accommodation and/or previous registered address(s)

Nothing in this Licence Agreement will

- (a) create any relationship of landlord and tenant between the parties to this Licence Agreement nor
- (b) any rights in favour of anyone other than the parties to this Licence Agreement.

SAMPLE CONTRACT

## THE FIRST SCHEDULE

### 1. Administration Charges

- 1.1 A fee of £50 will be payable by The Resident in the following circumstances:
- (a) in the event that The Resident wishes to terminate this Licence Agreement before the end of the Licence Period and The Licensor agrees to allow early termination (but without being under any obligation to do so). The Resident will continue to be liable to The Licensor for the payment of the fees and compliance with The Resident's obligations unless and until The Licensor confirms (in writing) that this Licensing Agreement has been terminated.
  - (b) in the circumstances set out in clause 5.7 (c).
- 1.2 A fee of £25 will be payable by The Resident:
- (a) if any payment provided by The Resident is dishonoured or has to be re-presented.
- 1.3 A fee of £50 will be payable if The Resident wishes to change their room (where possible and with The Licensor's agreement) to another room within The Accommodation.
- 1.4 A fee totalling four week's Accommodation Fee will be payable by The Resident in the event that The Resident wishes to terminate this Agreement within 21 days of commencement.
- 1.5 A charge of £100 will be payable by The Resident (or their guests) where evidence of smoking or vaping has been detected anywhere within The Accommodation.
- 1.6 A charge of £10 will be payable by The Resident for the replacement of a lost Room key.
- 1.7 A charge of £100 will be payable by The Resident for each twenty-hour period, The Resident remains residing in The Room beyond the Expiry Date stated in this Licence Agreement unless an extension to the Licence Agreement has been agreed with the Licensor at least 10 working days prior to the Expiry Date of this Licence Agreement.
- 1.8 The Resident will pay The Licensor the amount of any costs (including collection costs and legal fees) reasonably incurred by The Licensor in recovering from The Resident any payment due under this Licence Agreement which has not been paid 14 days after it has become due.

### 2. Damage Charges

- 2.1 The Resident will be liable for any damage caused as stated in this Licence Agreement and the Conditions. A reasonable cost will be charged to The Resident for the repair of any damage caused within The Accommodation, see Appendix 1 of the Accommodation Handbook.

## THE SECOND SCHEDULE

### Performance Standards

**Immediate Call Out** - attendance within 4 hours of notification of defects to The Licensor. Defects warranting this action are those affecting the Health and Safety of The Accommodation's occupants, the security of the building, the overall habitability of The Accommodation or a defect which prevents The Resident residing in their room.

Defects into this category include the following:

- Gas leak; loss of heating to the whole Accommodation; loss of hot and cold water to ensuite or shared shower room or communal kitchens; loss of electricity to The Room or The Accommodation; lack of access to The Room as result of faulty door lock; floods and leaks; fire alarm defects; persons trapped in lifts;

**Two Day Call Out** – attendance within 2 working days (Monday to Friday) of notification of defects to The Licensor. Defects warranting this action are those that significantly affect the well-being of all residents in The Accommodation or a defect that limits The Resident's ability to study or reside in their room but does not prevent the same.

Defects into this category include the following:

- Failure of heating in The Room; failure of ceiling light in The Room; failure of tap or shower to dispense hot or cold water in ensuite or shared shower room or communal kitchens; broken door closure; broken window. Failure of Wi-Fi connectivity.

**Cyclical Repairs** – attendance within one month (20 working days) of notification of defects to The Licensor. Defects warranting this action are those which represent a nuisance level to The Resident rather than a major inconvenience but does not prevent The Resident's occupation or use of The Accommodation or The Room.

Defects into this category include the following:

- Dripping taps, broken fixtures and fittings;

## Addendum 1 – Gesture of Goodwill Payments

### 1. Scope

- 1.1 This addendum to the Licence Agreement applies only to The Accommodation as detailed in the Licensing Details of this Licence Agreement.
- 1.2 Claims and or Gesture of Goodwill payments made under this addendum are limited to a maximum of £1,000 in the aggregate and is only applicable to the Letting Period detailed in the Licence Agreement and shall only be payable if the conditions in this Addendum are satisfied

### 2. Aims and objectives

- 2.1 To ensure that you (The Resident) receive a transparent, consistent and fair service where claims are made.
- 2.2 To maintain a good level of customer service and satisfaction between you (The Resident) and the Licensor.
- 2.3 To help carefully manage resources to ensure unnecessary costs are not ultimately passed on to the majority of residents in The Accommodation via increased Accommodation Fees or decreased services.
- 2.3 To ensure that the Licensor's legal and regulatory responsibilities are met.

### 3. Legal and regulatory responsibilities

- 3.1 The Accommodation detailed in the Licencing Details of this Licence Agreement is regulated by Westminster City Council (WCC) under a House in Multiple Occupation (HMO) Licence (Licence No. 20/05854/MAND).
- 3.2 The Housing health and safety rating system (HHSRS) oversees safety in dwellings in terms of fitness to occupy on a local authority basis. This is enforced by the Council's Environmental Health Department.
- 3.3 No statutory obligations to provide housing compensation (*Right to Repair* or *Home Improvements*) apply; only discretionary ('gesture of goodwill') payments.

### 4. Key definitions

- 4.1 Full and final settlement. Any payments made under this addendum will be in full and final settlement of the issue and any ancillary matters connected to that issue. This means that you (The Resident) is accepting that the matter is resolved by taking the payment and will take no further action, therefore before accepting any Gesture of Goodwill payment you must be sure that you are satisfied that no further action is needed.



4.2 Gesture of Goodwill. All payments outlined in this addendum will be considered gesture of goodwill payments made without obligation and at the Licensor's sole discretion and circumstances where Gesture of Goodwill payments may be considered are set out at Appendix 1 which are matters for reference only and are not conclusive or binding.

## 5. General principles

5.1 In all cases, practical solutions should be exhausted before investigating Gesture of Goodwill payments as a solution.

5.2 The key considerations in assessing whether a claim is valid should be whether the Licensor had written notice of the issue which has persisted for an unreasonable period of time and:

5.2.1 Any of the following apply:

- a) the issue was within the Licensor's responsibility
- b) the Licensor could have been reasonably expected to have been aware of and avoided a problem
- c) the Licensor caused avoidable delay in resolving the issue
- d) the Licensor contributed towards or exacerbated the issue in an avoidable way
- e) the Licensor has failed to follow its own published policies and procedures
- f) the Licensor's staff did not respond in an appropriate or reasonable way
- g) the Licensor's management was made appropriately aware of special needs (e.g. disability) but did not reasonably take them into account

5.2.2 All of the following must also apply:

- a) unavoidable problems were actually experienced by The Resident because of the issue
- b) The Resident or a guest or visitor of The Resident has not done or omitted to do something which has resulted in the issue arising and
- c) any claims of hardship or loss are credible/proven with documentation where available

5.2.3 All of the following do not apply:

- a) The Resident caused or substantially exacerbated the issue
- b) The Resident otherwise failed to act in a reasonable way to avoid or resolve the issue

c) the issue was not appropriately communicated to the Licensor

- 5.3 Whilst efforts will be made to consult residents in making decisions that affect them, residents will be expected to act in a way that is responsible, reasonable and co-operative towards providing practical solutions, and to communicate in an appropriate way.
- 5.4 Where a resident has outstanding Accommodation Fees, Gesture of Goodwill payments will be credited to their Accommodation Fee account instead of paid directly.
- 5.5 Under this addendum, Gesture of Goodwill payments may be provided for:
- a) A rebate of the Accommodation Fee for areas of The Accommodation that are assigned but put beyond use and which are inaccessible or unavailable.
  - b) A rebate of The Accommodation fee for loss of amenities which the Licensor has agreed to provide.
  - c) Moving costs in some circumstances such as where these arise as a direct result of the Licensor's failure to deal with an issue at The Accommodation resulting in The Room being inaccessible or inhabitable.
  - d) Significant disruption of living circumstances to the extent that the Resident is unable to access and occupy The Room on the terms set out in this Licence Agreement.
- 5.6 Under this addendum, payments may not be provided for:
- a. General distress or inconvenience
  - b. Additional accommodation sought without the agreement of the University
  - c. Personal injury
  - d. Damage to uninsured personal property in excess of £25
  - e. Dissatisfaction with services where no specific promises, agreements or responsibilities have been breached
- 5.7 It is recognised that maintenance issues are a fact of life which cannot be reasonably avoided in many cases. The Licensor is not liable to compensate for routine maintenance issues and interruption to services unless it has failed to deal with them properly.

## 6. Making a claim

- 6.1 Claims need to be submitted in writing within 7 calendar days of the resolution of the issue, or within 28 calendar days if the issue is not resolved.

- 6.2 Claims should be made by The Resident themselves, not a third party such as a parent, relative, friend but may be made by a legal representative or properly appointed attorney.
- 6.3 In an unambiguous case, the Licensor may have sufficient information to approve payments without the claim process being necessary.
- 6.4 Claims should be submitted in the form of a letter which shall append all relevant evidence and documentation. This is to ensure that the correct information is given to The Resident and that claims are made in conjunction with this addendum.
- 6.5 Claims should provide all the essential information possible in the first instance in order to allow the Licensor's management to make a fair assessment.
- 6.6 A decision should be reached and a response given within 10 working days of the receipt of the claim form. If no decision can be reasonably obtained within this timescale (for example, there is an unavoidable delay in obtaining pertinent information), The Resident will be notified with an expectation of when a decision will be reached.
- 7. Appeals and further recourse**
- 7.1 Appeals of decisions made after a claim should be directed to the Director of Operations, who will provide a response within 10 working days of receipt. The original claim, decision and any additional information must be provided in the first instance.
- 7.2 If an appeal is not agreed, any further pursuit should be made via the [Procedure for the Consideration of Student Complaints](#).

## **Addendum 1 - Appendix 1**

### **Example issues to be used in the assessment of claims**

*Note that these examples need to be considered in conjunction with the general principles contained within the Gesture of Goodwill Payments addendum.*

#### **1. Failure to respond**

- 1.1 The issue was reported in an appropriate manner, as advised by the Licensor (for example, a maintenance issue was reported through the appropriate e-mail address).
- 1.2 After a reasonable period of time, The Resident made a second attempt to report the issue after it was clear that there was still no response or explanation of the delay.
- 1.3 Unavoidable problems were actually experienced by The Resident because of the issue.
- 1.4 A discretionary assessment of the impact of the failure will be made.

#### **2. Failure to meet repair standards**

- 2.1 A disrepair has been reported but not attended to in accordance with the Licensor's repair standards.
- 2.2 There is not a compelling reason as to why there was a delay (for example, staff were unable to access for reasons beyond their control).
- 2.3 Unavoidable problems were actually experienced by The Resident because of the issue.
- 2.4 A discretionary assessment of the impact of the failure will be made.

#### **3. Loss of use (Accommodation Fee rebate)**

- 3.1 All or part of the accommodation is out of use to The Resident, causing significant inconvenience for a significant amount of time.
- 3.2 Loss of use will usually refer to an area being unsafe to use on account of a maintenance issue, not for issues such as cleanliness or social disagreements.
- 3.3 Accommodation Fee rebate will be assessed according to percentage of useable area out of use and the verifiable additional costs caused by the area being out of use to a maximum of 100% of the Accommodation Fee.
- 3.4 Where no alternative facilities are provided, loss of kitchen facilities may be rebated at 25% of the daily Accommodation Fee per day or the equivalent provided through any other practical arrangements, such as vouchers.
- 3.5 Loss of use of a shower room will not obtain a rebate if a communal alternative is available within The Accommodation. If the alternative requires travelling beyond The Accommodation for use, a rent rebate of 25% of daily Accommodation Fee per day may be offered.

3.6 Where the loss of use of kitchen or shower room facilities presents a failure to meet local authority HMO standards and persists for over four weeks, Accommodation Fee rebate at 25% per day may be offered.

#### **4. Loss of amenities (Accommodation Fee rebate)**

##### 4.1 Loss of heating

4.1.1 Payments will only be considered for the period between 1<sup>st</sup> November and 30<sup>th</sup> April. Outside of these dates, claims may be considered if the internal bedroom temperature is verified as below 16<sup>c</sup> during the daytime (08:00 and 22:00 hours).

4.1.2 Eligibility will begin when the loss has continually persisted for over 24 hours after being reported, and if the issue is not resolved within 7 calendar days.

4.1.3 If alternative heating (such as temporary portable heaters) has been supplied, or are otherwise available, payment will not be due.

4.1.4 Accommodation Fee rebate will be assessed at 15% of the Accommodation Fee per day without heating.

##### 4.2 Loss of hot water

4.2.1 Eligibility will begin after the loss has continually persisted for over 24 hours after being reported, and if the issue is not resolved within 2 calendar days and no alternative arrangements have been provided.

4.2.2 Accommodation Fee rebate will be assessed at 15% of the Accommodation Fee per day without hot water.

##### 4.3 Loss of electricity

4.3.1 Where the loss of electricity is the result of a generalised power outage in the local area, a Gesture of Goodwill will not be payable.

4.3.2 A Gesture of Goodwill may be payable if the outage is confined to The Accommodation, as a result of something that the Licensor could have had some control over.

4.3.3 Eligibility will begin when the loss has continually persisted for over 24 hours after being reported.

4.3.4 Accommodation Fee rebate will be assessed at 100% of the Accommodation Fee per day without electricity, less considerations for any alternative arrangements that are available.

##### 4.4 Loss of internet access

4.4.1 This applies to simultaneous loss of both wired and wi-fi internet access.

- 4.4.2 The loss refers to whether the service is available in The Room, not whether the individual is able to access (for example, difficulties logging in will not be considered).
- 4.4.3 Eligibility will begin after the loss has continually persisted for over 7 calendar days after being reported.
- 4.4.4 Accommodation Fee rebate will be assessed at 5% of the Accommodation Fee per day without access after 7 calendar days and the Licensor shall take into account alternative sources such as availability of internet in public spaces.

## **5. Loss of cold storage in communal kitchens**

- 5.1 Eligibility will begin after the loss has continually persisted for over 24 hours after being reported.
- 5.2 Eligibility may apply if there is no alternative storage available (for example, a second appliance in The Accommodation).
- 5.3 Payment for lost food will be limited to £15 per person.

## **6. Loss of goods**

- 6.1 Payment for loss of uninsured goods up to the value of £50 may be provided in circumstances where the Licensor can be shown to be at fault and shown to have contributed to the loss.
- 6.2 Unequivocal evidence of the damage/ loss will need to be provided in all cases.

## **7. Damp**

- 7.1 Payment will not be considered where The Resident has failed to adequately manage condensation through heating, ventilation and their behaviour or omissions.
- 7.2 Payment may be payable where the Licensor has been made aware of an ongoing issue, it is agreed to have occurred as a result of a fault with the building structure (as opposed to resident behaviour), and the Licensor has had a reasonable timeframe and opportunity to address the problem but has failed to do so.
- 7.3 The amount of the payment is discretionary but is limited to 100% of The Accommodation Fee.

## **8. Antisocial behaviour**

- 8.1 Payment will not be payable on account of anti-social behaviour, except potentially where the Accommodation has been compromised due to vandalism or safety concerns, and the Licensor has failed to act appropriately when made aware.

8.2 A discretionary assessment of the impact of the failure will be made.

## **9. Noise**

9.1 Noise affecting those living at the Accommodation as a result of sources beyond the Licensors control (such as roadworks or noise from neighbouring properties) will not be eligible for payment unless it can be shown that the Licensor knew that The Accommodation was not fit to be let at the commencement of the Licence Period.

9.2 Noise made by the antisocial behaviour of other residents will not be eligible for payment unless it can be clearly shown to be an ongoing issue which has persisted for an unreasonable period of time and which involves the same known individuals, but the Licensor has not taken appropriate action in accordance with the Conduct Regulations or other enforcement.

9.3 Where a noise disturbance occurs within the Licensor's control, such as Licensor instigated building work, the Licensor may consider a Gesture of Goodwill payment on a case by case basis and a discrete plan for assessing payment will be made.

## **10. Rehousing**

10.1 Payment will not be paid if a resident has been rehoused in broadly equivalent accommodation. 'Broadly equivalent' means for example, moving from one Halls of Residence to another that may be managed by an Intercollegiate College of the University of London or third party accommodation provider. The location of the hall is not necessarily considered as long as access is still available to the Licensor's campuses i.e. the alternative is within a travel time of 60 minutes. Payment may be due if broadly equivalent accommodation cannot be found. Examples may include being unable to provide accommodation that meets disability adaptation needs.

10.2 The amount of payment is discretionary and dependent upon the situation. It will usually be the difference in the Accommodation Fee between the two properties, or the full rent cost if an alternative cannot be found.

10.3 Moving costs will be subject to discretion depending on the situation, and whether the resident has made reasonable attempts to achieve value for money and provided proof of expenses will be considered.

10.4 Fuel and time costs will not be compensated (for example of family members giving assistance).

## **11. Missed academic attendance**

11.1 A resident has been unable to attend academic appointments (such as a lecture, tutorial etc.) due to accommodation issues where the Licensor is at fault.

- 11.2 This does not include not attending due to aspects such as stress, illness or tiredness. The Resident must have had compelling reasons for being physically unable to attend, such as being unable to leave their room unattended.
- 11.3 Payment may be made at a rate of £10 per day after the Licensor's repair standards have been met, or after a period of time in which the Licensor ought to have reasonably been able to resolve the issue.

**12. Examples ordinarily not eligible under this addendum**

- a) Theft
- b) Fire
- c) Loss of parcels/ post
- d) Loss of items left on site outside the tenancy term
- e) Parking fines
- f) Legal costs

SAMPLE CONTRACT



## Addendum 2 - COVID

1. Because of the ongoing uncertainty caused by the COVID pandemic and the likelihood that you may need to practice 'social distancing' and or contribute to maintaining a COVID Secure environment during the Licence Period, The Licensor is adding these additional terms to the 2022/23 Licence Agreement. We have put these into this "Addendum" to make sure that these are brought to your attention.
2. This Addendum is a part of your Licence Agreement with The Licensor and is therefore part of the contract between You and The Licensor relating to the Accommodation. Terms which are defined in the rest of the Licence Agreement have the same meaning here. Additionally, "We" means The Licensor including its authorised employees, agents and representatives, and 'Us' and 'Our' should be interpreted accordingly.
3. This Addendum should be read together with any special terms as set out in
  - a. the Licence Agreement for example Clauses 2.6.2; 2.6.3; 2.6.4; 2,6,5 and 2.8.1;
  - b. the Accommodation Handbook;
  - c. any supplementary information we provide with your Handbook, which will also form part of the contract between you (The Resident) and The Licensor.
4. You should read these documents very carefully and if you (The Resident) do not understand them you should take advice from a housing adviser, a citizen's advice centre, a law centre or other legal adviser.

What we require you to do:

5. You agree on arrival and during the Licence Period to:
  1. On first arriving at The Accommodation be willing to confirm your vaccination status i.e. whether you have received, none, one or more COVID vaccinations either within the UK or if you are an international student, your home country. We may need to record your name and vaccination status electronically. This data we will hold for 10 months (until 30 June 2023) in case we need to report back on this information to the Office for Students or other UK Government department and or need to determine who might need to isolate in the event of a COVID outbreak in the premises. After 30 June 2023 we will delete this information from the electronic file.
  2. If you are an international student travelling to the UK, you may need to comply with various entry requirements into the UK including completing various COVID tests, further details are available at this [link](#).
  3. Keep the Licensor informed via e-mail at [advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk) of any changes to your personal mobile number, personal e-mail address, emergency contacts and or next of kin details including confirmation of which medical practice you are registered with.
  4. [Register with a Doctor at the Gower Street Practice](#) or similar medical practice (on the day of moving into The Accommodation).
  5. Follow UK Government or The Licensor guidance on maintaining a COVID Secure environment whilst living in The Accommodation.

6. Adhere to the UK Government's or The Licensor guidance on self-isolation should you display symptoms of COVID.
7. Immediately self-isolate in your room and inform The Licensor's Accommodation Manager and Wellbeing Manager via e-mail at [duchy.helpdesk@courtauld.ac.uk](mailto:duchy.helpdesk@courtauld.ac.uk) and [advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk) if you display symptoms of COVID.
8. Respect the safety of The Licensor's staff and other residents living in The Accommodation by making every reasonable effort to minimise the risk of the spread of COVID.
9. Abide by the obligations or procedures relating to preventing the spread of COVID which are set out in the Accommodation Handbook (including any supplementary information provided);
10. Follow any special procedures relating to living in The Accommodation which you are notified about, including instructions provided on posters displayed around The Accommodation.
11. Follow any reasonable instructions given by a member of The Licensor's staff relating to how to practice social distancing or self-isolation or any other preventative or safety measures in The Accommodation.

What you can expect from us:

6. The Licensor agrees to:
  1. Make sure that we are regularly assessing the risk of the spread of COVID in The Accommodation and keeping its Risk Assessment documentation up to date.
  2. Make reasonable efforts to frequently clean and/or disinfect the common areas of The Accommodation such as stair bannisters, door handles, shared shower rooms, kitchens etc. To achieve this, The Licensor will via its outsourced cleaning service provider, provide into The Accommodation, a cleaning operative between the hours of 10:00 and 18:00 Monday to Sunday inclusive excluding Public Bank Holidays. This provision will be kept under review as part of the continuing assessment noted under 6.1
  3. Use reasonable endeavours to ensure that our staff and residents who live in The Accommodation abide by the latest advice and practices in providing a COVID secure environment.
  4. In the event of you reporting a need to self-isolate, The Licensor's Accommodation Manager and or Wellbeing Manager will make contact with you within twenty-four hours and they put in place a support package and they will keep in regular contact with you during your period of self-isolation.
  5. Other support measures that will be provided are outlined in Appendix 2 COVID-19 of the Duchy House Handbook 2022-23.

Varying our Services because of COVID

7. Where we have agreed to provide cleaning in The Accommodation you (The Resident) agree that where any circumstances beyond the control of The Licensor which are in any way connected to the COVID outbreak make it impossible or unreasonably difficult, or contrary to any law or official guidance to continue to clean The Accommodation, The

Licensor may suspend the cleaning service for so long as considered reasonably necessary, and you shall not be entitled to any reduction of the Accommodation Fee.

- 8 In addition to The Accommodation, we aim to provide you (The Resident) with other support services including pastoral support and other facilities while you occupy The Accommodation at no additional cost to you. These additional services may be disrupted due to COVID and you acknowledge that we are entitled to withdraw such gratuitous additional services at any time.

SAMPLE CONTRACT

# The Courtauld

## LICENSOR / LICENSEE COPY

Before signing this Licence Agreement, please read the Licensing Details on page two ensuring all the information is correct. You should also read the Terms and Conditions that make up this Licence Agreement including the **COVID Addendum** before signing.

Once signed The Resident is liable for the Accommodation Fee set out in the Lettings Details (page two) for the Licence Period stated. This Licence Agreement can only be cancelled by The Resident in the ways set out in Clauses 5.7 and 5.8 of the Licence Agreement.

By signing this Licence Agreement, you confirm that you have read and fully understood the Terms and Conditions set out in this Licence Agreement including the **COVID Addendum** and will adhere by its terms.

**XXXX**

Room **XXXX**, Duchy House - 2-4 Lancaster Place (133 Strand) London WC2R 1HG

OFFICE USE ONLY	
..... <b>Signed by The Resident</b>  ..... <b>Date:</b>	..... <b>Signed for and on behalf of The Licensor</b>  <b>A. Tyrrell</b> <b>Head of Estates and Facilities</b>  ..... <b>Date:</b> <b>XXXX</b> 2022

Please return a scanned copy of this signed page to:

[duchy.helpdesk@courtauld.ac.uk](mailto:duchy.helpdesk@courtauld.ac.uk)

**Estates and Facilities**  
**The Courtauld Institute of Art**  
**Somerset House**  
**Strand**  
**London WC2R 0RN**

Please retain a copy of the Licensing Details as well as the Terms and Conditions that follow. You will need to bring the Licensing Details with you (as well as some photographic I.D.) for your check-in at Duchy House.