



## **This Terms & Conditions apply to anyone who is 18 years of age and over**

(If you are under aged please refer to the relevant terms & conditions from page 10 onwards)

### **Terms and Conditions for Individual Bookings**

These terms and conditions (**Terms**) apply to all contracts between us for the provision by us of accommodation services to you, our client, in respect of Individual Bookings (**Contract**). Individual Bookings are defined in paragraph 1 below. By completing a reservation for an Individual Booking, you agree to be bound by these Terms, and the other documents expressly referred to in them.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to book accommodation with us, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 1 March 2014.

#### **1 About Us**

1.1 We are University of the Arts London, a Higher Education Corporation established under Section 121 of the Education Reform Act 1988, the registered office of which is at 272 High Holborn, London WC1V 7EY. This is also our main trading address. Our VAT number is GB510 3986 60.

1.2 You can contact us as follows:

1.3 Email: [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)

(a) Phone: 0207 5148465

(b) Postal Address: Accommodation Department, University of the Arts London, 272 High Holborn, London WC1V 7EY

#### **2 Individual Bookings**

2.1 For the purpose of these Terms, an individual booking means a booking made by you for the supply by us of accommodation services for between 1 and 5 persons. Bookings for more than 5 persons must be done through a group accommodation contract. For group booking enquiries please email [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk) The individuals for whom you book accommodation with us are referred to in these Terms as **Residents**.

2.2 Unless there are exceptional circumstances, or we agree otherwise (such agreement to be at our sole discretion) we will not accept bookings for fewer than 2 consecutive nights.

#### **3 Our Services**

3.1 We will provide you with the accommodation which you have booked with us on the dates which you have specified at the time of making your booking, in each case subject to these Terms. All accommodation shown on our site is subject to availability. If:

(a) you are making your booking via our website, then our website will indicate at the time of booking if the rooms which you wish to book are not available and you will not be able to proceed with your booking;

- (b) You have requested a manual booking form in order to pay by cheque or BACS (see paragraph 11.5), we will contact you promptly by email after receiving your completed manual booking form if any of the rooms you wish to book are not available. In these circumstances we will not process your booking or take payment from you and will return to you any payments you have made to us.

3.2 You acknowledge that:

- (a) you and any Residents covered by your booking shall occupy our premises as a licensee and that no relationship of landlord and tenant is created between us and you by any Contract;
- (b) we retain control, possession and management of our premises and neither you nor any of the Residents covered by your booking have any right to exclude us from the rooms you have booked or any part of our premises;
- (c) The licence to occupy granted by each Contract is personal to you and is not assignable.

#### **4 How the contract is formed between you and us**

4.1 The steps you need to take to make a booking are set out on our site <https://housing.arts.ac.uk/BnB>.

4.2 Our booking process allows you to check and amend any errors before submitting your booking to us. Please take the time to read and check your booking at each stage of the booking process.

4.3 If:

- (a) You submit your booking via our website, and we accept your booking, you will receive an email from us that confirms that your booking has been accepted (**Booking Confirmation**). You will also receive an email from our payment service provider to confirm that your payment has been taken;
- (b) you submit your booking to us using a manual booking form (see paragraph 11.5 below) we will send you an email either:
  - (i) confirming that your booking has been accepted (**Booking Confirmation**); or
  - (ii) To inform you that your booking has not been accepted (for example because the rooms you wish to book are no longer available).

In either case, the Contract between us will be formed when we send you the Booking Confirmation.

#### **5 If you are a business customer**

***This clause 5 only applies if you are a business.***

5.1 If you are not a consumer, by submitting a booking you confirm that you have authority to bind any business on whose behalf you use our site to book accommodation.

5.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

5.3 You acknowledge that in entering into a Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## **6 Individuals under 18**

6.1 You must be at least 18 years of age at the time you make a booking. By proceeding with your booking you warrant, represent and undertake to us that you are at least 18 years old. If you are not at least 18 years old you are not permitted to book accommodation with us and no contract will be formed between us.

6.2 Residents aged under 18 years old, but not younger than 16, may be accepted to stay in our accommodation but must be accompanied by a Resident who is a designated responsible adult and who is at least 18 years old. You must inform us in advance of your arrival of the name and contact numbers of the responsible adult. The responsible adult(s) must provide us with his/her contact details (including mobile phone number(s)) and be available for us to contact at any time during the period of the booking. The responsible adult must respond promptly to contact or attempted contact by the University or the hall of residence. If the responsible adult cannot or will not take responsibility for the Residents aged under 18 years, we will take steps to ensure that they are safe in accordance with our policies. The Contract will be terminated and you will not be entitled to a refund or compensation. If we discover unaccompanied children on the Premises we will instigate the procedures set out in its Safeguarding of Children Policy. We will not assume responsibility for the welfare of any unaccompanied child. Under-aged students travelling alone and in need of accommodation are advised to contact their college for information on any accommodation options available to them.

## **7 Our right to vary these terms**

7.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you; or
- (b) Changes in relevant laws and regulatory requirements.

7.2 Every time you book accommodation with us, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## **8 Your obligations and the use of our premises**

8.1 You agree to ensure that all Residents on whose behalf you make a booking will comply with all the obligations in these Terms which are capable of applying to them. Any failure by a Resident to comply with these Terms will be treated as a breach by you.

8.2 If you or any Resident is in serious, persistent or repeated breach of the obligations contained in these Terms, we may terminate the Contract between us by giving 24 hours' notice in writing to you. Neither you nor any Resident shall be entitled to a refund or compensation for any loss you suffer as a result of the termination of the Contract in these circumstances.

8.3 Residents shall return all the keys and swipe cards in their possession to our check-in desk by no later than 10am on the morning of departure. Keys or swipe cards must not be copied or shared with any other person. If any Resident allows any unauthorised person to have access to our premises we may terminate the Contract under paragraph 8.2.

8.4 No Resident shall allow any overnight visitors in our rooms at any time.

8.5 For fire safety reasons all visitors must be signed in and out in the visitors' log book which is located at the reception desk. Please note that unless a visitor has been signed in and out officially using the visitor log book, that person has no right to be in a guest room and our security or reception staff, have the authority to ask that person to leave the premises.

- 8.6 The Resident does not have exclusive use or occupation of the room.
- 8.7 We reserve the right:
- (a) for our staff, hall staff and contractors to access any room at any time, including for cleaning or maintenance purposes, to assist in the general management of the residence or in an emergency situation. Prior notice will be given to the Resident, where practicable;
  - (b) to require any Resident to move to an equivalent alternative room or rooms, without an additional charge, at any time during the period of the Contract.
- 8.8 You will not, and must ensure that each of the Residents under your booking will not, use our premises for any illegal or immoral purpose or for any purpose other than that stated in the application, or on the online booking system.
- 8.9 Residents shall leave their rooms in a clean and tidy condition which is reasonably acceptable to us. If the rooms are not left in such a condition, and additional cleaning is required, we will charge you for the additional cleaning costs and you must pay those costs before departure.
- 8.10 Residents may not bring pets or any other animals into our premises (with the exception of support dogs). If a Resident does require a support dog, you must inform us 2 working days prior to your arrival that the Resident intends bringing it. The Resident will be responsible for any damage caused by a support dog.
- 8.11 Our premises are a community where adults and students work and you agree that no Resident will play loud music or make excessive noise (including shouting, slamming doors etc) at any time but in particular during normal working hours (09:00 hrs – 17:00 hrs Monday to Friday) and between the hours of 23:00 hrs and 07:00 hrs any day of the week or cause any other nuisance or annoyance to other residents, staff members, adults or students.
- 8.12 You will ensure that each Resident leaves the rooms and our premises in the same condition as they were in at the start of the booking. You will reimburse us immediately on demand in respect of any losses, breakages or damage (accidental or otherwise) which occurs in any room covered by your booking. We may seek to recover any owed monies from the individual Resident prior to departure, but if we are unable to do so we will inform you of the charges and send you an invoice. You agree to pay any such invoice within 7 days of its receipt.
- 8.13 Fire extinguishers, fire alarms and other such equipment must only be used for their proper and intended purpose. You must not activate a fire alarm without good reason and you must not mis-use fire-fighting equipment or interfere with fire-prevention or fire-detection equipment (including propping open fire doors). You will indemnify and compensate us immediately on demand in respect of any losses, costs, claims, expenses and liabilities which we may incur as a result of any failure to comply with this paragraph.
- 8.14 Residents are not permitted to smoke in any part of any of our premises. Residents must be aware that current English legislation in respect of smoking must be complied with. Residents are advised that the legislation governing smoking in English public buildings may be different from that in their country of origin.
- 8.15 If any Resident's actions or inactions cause another resident, student, staff member or adult significant distress, harm or anxiety and is reasonably considered by our Residence Manager to be unacceptable compared to generally accepted standards of behaviour, we may terminate the Contract and you will not be entitled to any compensation or refund for such termination

## **9 Our liability if you are a business**

***This paragraph 9 only applies if you are a business customer.***

- 9.1 You must not assign, share possession, sub-let or sub-licence the whole or any part of the accommodation.
- 9.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
- 9.3 Subject to clause 9.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) Any indirect or consequential loss.
- 9.4 Subject to clause 9.2 and 9.3, our total liability to you in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the booking which you have paid to us under that Contract.
- 9.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to our accommodation or any of our services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the accommodation is suitable for your purposes.

## **10 Our liability if you are a consumer**

***This clause 10 only applies if you are a consumer.*** A consumer means a natural person acting outside his trade, business, craft or profession

- 10.1 We are not liable for any loss to Residents personal possessions.
- 10.2 We only provide our accommodation for private use. You agree not to use our accommodation for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;

## **11 Prices and Payment**

- 11.1 The prices of our accommodation will be as quoted on our website from time to time.
- 11.2 Prices for our accommodation may change from time to time, but changes will not affect any booking which we have confirmed with a Booking Confirmation.
- 11.3 The price of accommodation includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.
- 11.4 Subject to paragraph 11.5 below, all individual bookings must be made online via our site. Payment must be made in full in advance for the full duration of your booking, at the time you submit your booking. You can pay for your booking using a debit card or credit card.

11.5 If you wish to pay for your booking by cheque or by BACS bank transfer, you will need to submit a paper application form to us. Please request a form by emailing [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk). If you pay by bank transfer you will be responsible for paying an additional £15 to cover bank charges. Please ensure that you add this extra £15 to the total sum being paid for your booking. If you do not do so we will not process your booking. Please note that we will not issue a Booking Confirmation to you until your payment has cleared and reaches our account.

## 12 Your right to cancel or amend a booking

12.1 You may cancel a booking by giving us notice in writing to the email address referred to below up to 10 working days prior to the first date of your stay without incurring any cancellation charge and you will be refunded with the full amount paid. If we receive your notice of cancellation less than 10 working days before the first date of your stay you will not be entitled to any refund.

12.2 If you make your booking less than 10 working days before the first date of your stay and you subsequently cancel your booking, you will not be entitled to any refund.

12.3 Requests to cancel or amend bookings must be sent in writing to [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)

12.4 If you wish to amend your booking you may do so by contacting us in writing at the email address above. If your requested amendment is a reduction in the number of days or the number of Residents, then this will be treated as a cancellation and the provisions above in relation to cancellations will apply. If your requested amendment is an increase in the number of days or the number of Residents, the amendment is subject to availability and to our agreement.

12.5 If you are a **UAL Short Course** student, strictly subject to our agreement (such agreement being dependent on the circumstances prevailing at the time), you may reduce the length of your stay, or change the scheduled date of arrival, providing you notify us a minimum of 72 hours in advance of your arrival. Amendments requested less than 72 hours in advance of check in will not be possible. Cancellations received within 72 hours will be charged a cancellation fee which equals the full cost of the booking.

12.6 We will refund payments back to the card used for payments for all bookings made on our online booking system. We will refund payments made by bank transfer by bank transfer to the paying account. We will deduct from the refund any bank charges which are due for the bank transfer. We will refund payments for bookings paid by cheque, by cheque made out to the same person who provided the payment cheque but only after the original cheque has cleared into our account.

12.7 We will clean the Rooms and common areas and change the linen on a weekly basis at any of our summer halls. We will check rooms prior to arrival and after departure to ensure that our rooms, fixtures or fittings have not been misused, removed or damaged.

12.8 For luggage storage facilities please liaise with our reception staff for information.

12.9 If for any reason outside agencies disconnect utilities or services, such as electricity or water we will not be liable for the loss of supply or service.

12.10 Internet provision is available. Please check the information for each individual hall on our summer web page.

12.11 All bedrooms are for single occupancy only, unless otherwise specified. Residents may not sub-let, share occupation or assign the whole or part of any room.

12.12 Bedrooms are available from 14.00 hrs onwards on the day of arrival and must be vacated by 10.00 hrs on the day of departure.

12.13 All Residents must familiarise themselves with fire notices/regulations and fire exits and comply with them.

- 12.14 Additional information regarding individual halls is available from our web-site and by making a booking you acknowledge that you have read and understood this information and that it forms part of this Contract. We will supply hall information again for the hall booked prior to arrival. This information includes important information on security and other regulations concerning Residents' behaviour.
- 12.15 We may make minor alterations to the services or facilities (such as the times we clean rooms) if we reasonably consider it to be necessary for the efficient management of our premises. These alterations will not affect the totality of the services we provide to you under this Contract.

### **13 Our right to refuse or cancel a booking**

- 13.1 If any booking might, in our sole opinion, prejudice our reputation, we will not accept the booking. We will not be liable for any inconvenience or loss caused to any party as a result of such refusal. If we do refuse a booking we will refund any payment which you have made.
- 13.2 It is a condition of the Contract that (a) neither you nor any Resident covered by your booking has previously been refused a booking by us or (b) has been asked by us to leave any of our Premises before the end of a previous contract with us. If we accept a booking from you and subsequently discover that you or a Resident covered by your booking has previously been refused a booking with us or has previously been asked to leave any of our premises before the end of a previous contract, we may terminate the Contract immediately and we will not refund to you any payments you have made to us and you will not be entitled to any form of compensation or redress for the early termination of the Contract.

### **14 Complaints**

If you have any complaint about your booking please notify our Housing Services department as soon as possible in writing, by phone or in person. Complaints should be made in writing within 48hrs in order for constructive action to be taken. The contact details for complaints are as follows:

Phone: Luda Castanheira – 0207 5148465

- 14.1 Email: [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)

### **15 Events outside our control**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event outside Our Control. An Event outside Our Control is defined below in paragraph 15.2.
- 15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event outside Our Control. Where the Event outside Our Control affects our provision of Services to you, we will arrange a new date with you after the Event outside Our Control is over.

### **16 Communications between us**

- 16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

- 16.2 If you are a consumer:
- 16.3 and you wish to contact us in writing, you can send this to us by e-mail or by pre-paid post to Luda Castanheira at University Of Arts London, 272 High Holborn, London WC1V 7EY, [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)
- (a) You can always contact us by phone during office hours (Monday to Friday 09.00 hrs to 17.00 hrs) on the following number: 020 7514 8465.
- (b) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your booking form.
- 16.4 If you are a business:
- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract must be in writing and must be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our website.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 09.00 hrs on the second Business Day after posting if that day was a business day or if not, the next business day after that day; if sent by e-mail, one Business Day after transmission; or, if posted on our website, immediately.
- (c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **17 Other important terms**

- 17.1 We may assign this Contract to another organisation, but this will not affect your rights under these Terms. We will always notify you in writing or by posting on this webpage if this happens.
- 17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6 No announcement, press or media release or other publicity regarding these terms and conditions or any booking, directly or indirectly, shall be made by either party unless it has been approved in writing by the other party, or is required by law, and the terms of this agreement and any matters arising from or relating to it shall be kept confidential by the parties at all times.
- 17.7 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of our accommodation services through our site and any dispute



or claim arising out of or in connection with it will be governed by English law. The courts of England and Wales will have exclusive jurisdiction.

17.8 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.9 If you are a business, we both 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 a Contract or its subject matter or formation (including non-contractual disputes or claims).

Revised 22/01/2015



**This Terms & Conditions apply to anyone who is under the age of 18.**

## **Terms and Conditions for Individual Bookings by Students aged under 18**

### **1. INTRODUCTION AND INTERPRETATION**

- 1.1 *These terms and conditions (Terms) apply where an individual student (Student) arranges accommodation with University of the Arts, London (UAL) after having booked a summer course.*
- 1.2 *UAL is a Higher Education Corporation established under Section 121 of the Education Reform Act 1988. UAL's registered office and main trading address is 272 High Holborn, London, WC1V 7EY. Our VAT number is GB510 3986 60.*
- 1.3 *These Terms are the basis of a legally binding contract between UAL, the Student and their parents or guardians (Parent). By reserving accommodation through UAL, the Student and Parent agree to be bound by these Terms. We amend these Terms from time to time. Just before you book accommodation, please check the UAL website to ensure you are aware of any changes. These Terms were most recently updated on 1 March 2016.*
- 1.4 *You should print a copy of these Terms or save them to your computer for future reference.*
- 1.5 *In these Terms, the words we, us and our refer to UAL. The words you and your refer to the Student and/or Parent.*
- 1.6 *In these Terms, the following words have the following meanings:  
Event Outside Our Control means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, urgent or necessary maintenance that may arise from time to time, technical problems, strikes, and acts of god;  
  
Writing and written include e-mail but not phone text messages*
- 1.7 *Where examples are given in these Terms by using words or phrases such as including or for example this will not restrict the meaning of the words that follow.*
- 1.8 *Reference in these terms to working days are to days other than Saturdays and Sundays and public holidays.*
- 1.9 *The parent's declaration which appears at the end of these Terms forms part of them. You will be sent a copy of the declaration separately for signature and return.*

### **2. HOW THE ACCOMMODATION CONTRACT IS FORMED**

- 2.1 *The steps Students need to take to make a booking are set out on our website **<https://housing.arts.ac.uk/BnB>**. The booking is provisional until we receive the Parent's signed acceptance of these terms and conditions, when the Contract becomes confirmed. **If we do not receive the Parent's signed acceptance of these terms and conditions within 14 days of the Student making their provisional booking, we may cancel the booking and make the accommodation available for somebody else.***

- 2.2 **All accommodation shown on UAL's website is subject to availability. If:**
- 2.2.1 you are making your booking via our website, then our website will indicate at the time of booking if the room which you wish to book is not available and you will not be able to proceed with your booking;
- 2.2.2 You have requested a manual booking form in order to pay by cheque or bank transfer (see paragraph 3.5), we will contact you promptly by email after receiving your completed manual booking form if the room you wish to book is not available. In these circumstances we will not process your booking or take payment from you and will return to you any payments you have made to us.
- 2.3 *Our booking process allows you to check and amend any errors before submitting your booking to us. Please take the time to read and check your booking at each stage of the booking process.*
- 2.4 **If:**
- 2.4.1 You submit your booking via our website, and we accept your booking, you will receive an email from us that confirms that your booking has been accepted (Booking Confirmation). You will also receive an email from our payment service provider to confirm that your payment has been taken; or
- 2.4.2 You submit your booking to us using a manual booking form (see paragraph 3.5 below) we will send you an email either:
- (a) *Confirming that your booking has been accepted (**Booking Confirmation**); or*
- (b) *To inform you that your booking has not been accepted (for example because the room you wish to book is no longer available).*
- In either case, the contract between you and us (Contract) will be formed when we send you the Booking Confirmation.*
- 2.5 *Your rights to cancel your accommodation Contract are set out in paragraph 4 below.*
- 2.6 *We will provide the Student with the accommodation which you have booked with us for the dates which you have specified at the time of making your booking, subject to these Terms.*
- 2.7 *We will use reasonable efforts to ensure that the room is ready for the Student by 14.00 hours on the day the Student is due to arrive.*

### **3. PRICES AND PAYMENT**

- 3.1 *The prices of our accommodation will be as quoted on our website when your booking is accepted and will be confirmed in writing in your Booking Confirmation.*
- 3.2 *Prices for our accommodation may change from time to time, but changes will not affect any booking which we have confirmed with a Booking Confirmation.*
- 3.3 *The price of accommodation includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.*
- 3.4 *Subject to paragraph 3.5 below, all individual bookings must be made online via our website. Payment must be made in full in advance for the entire duration of your stay, at the time you submit your application. You can pay for your booking using a debit card or credit card.*

- 3.5 If you wish to pay for your booking by cheque or by bank transfer, you will need to submit a paper application form to us. Please request a form by emailing [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk). If you pay by bank transfer we will charge you an additional £15 to cover bank charges. Please ensure that you add this extra £15 to the total sum being paid for your booking. If you do not do so we will not process your booking. Please note that we will not issue a Booking Confirmation to you until your payment has cleared in full and reached our account.

#### **4. YOUR RIGHT TO AMEND OR CANCEL A BOOKING**

- 4.1 *If your course is cancelled, it is your responsibility to cancel your accommodation as well - your accommodation will not be automatically cancelled as a result of the cancellation of a course on which you are enrolled.*
- 4.2 *You have the right to cancel your accommodation without giving any reason, as long as you notify us within the cancellation period.*
- 4.3 *The cancellation period begins when you submit your application for accommodation under paragraph 2, and will expire 10 clear days before the day you are due to arrive. For example, if you have reserved accommodation from 14<sup>th</sup> July to 28<sup>th</sup> July, your cancellation must reach us by not later than 3<sup>rd</sup> July.*
- 4.4 *To exercise your right to cancel this Contract, you must inform us of your decision to cancel by a clear written statement (e.g. a letter sent by post to Accommodation Department, University of the Arts London, 272 High Holborn, London WC1V 7EY or email: You may use the attached model cancellation form, but it is not obligatory.*
- 4.5 *To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.*
- 4.6 *You have no right to cancel after the cancellation period has expired and will be liable to pay for the accommodation in full if we are not able to re-sell your place.*
- 4.7 *You may request an amendment to your booking by writing to [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk) . If your requested amendment is a reduction in the number of days this will be treated as a partial cancellation. We will only refund charges for unwanted days if you send your request at least 10 clear days before the day you are due to arrive. We do not guarantee to be able to meet requests for longer stays. If your requested amendment is for an increase in the number of days, the amendment is subject to availability and to our agreement, and additional charges.*

#### **5. EFFECTS OF CANCELLATION DURING THE CANCELLATION PERIOD**

- 5.1 *If you cancel this Contract in writing during the cancellation period, we will reimburse to you all payments received from you except where payment was made by cheque or bank transfer in which case the £15 bank charge is not refundable.*
- 5.2 *We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.*
- 5.3 *We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.*

## **6. CANCELLATIONS MADE AFTER THE CANCELLATION PERIOD HAS EXPIRED**

- 6.1 *If you want to amend your booking after the cancellation period has expired:*
- 6.1.1 Changes to the dates of your stay are subject to availability;
  - 6.1.2 We may make an administration charge of up to £100;
  - 6.1.3 Additional days' stay must be paid for;
  - 6.1.4 We will not give any refund for cancellations of the whole or part of any booking.

## **7. OUR RIGHT TO REFUSE OR CANCEL A BOOKING**

- 7.1 *If in our reasonable opinion any booking would be likely to harm our reputation, we will not accept the booking. We will not be liable for any inconvenience or loss caused to anyone as a result of such refusal. If we do refuse a booking we will refund any payment which you have made.*
- 7.2 *It is a condition of the Contract that (a) you have not previously been refused a booking by us or (b) you have not been asked by us to leave any of our premises before the end of a previous contract with us. If we accept a booking from you and subsequently discover that you had been refused a booking or had a booking terminated early, we may terminate the Contract immediately. In these circumstances we will not refund to you any payments you have made to us and you will not be entitled to any form of compensation or redress for the early termination of the Contract.*
- 7.3 *If you breach any of the obligations contained in these Terms, we may terminate your Contract by giving you 24 hours' notice in writing to you. You will not be entitled to a refund or compensation for any loss you suffer as a result of the termination of the Contract in these circumstances.*

## **8. COMPLAINTS**

- 8.1 *If you have any complaint about your booking or the accommodation please notify us as soon as possible in writing, by phone or in person. Early reporting of the complaint usually improves the opportunity for constructive changes. The contact details for complaints are as follows:*

Phone: Luda Castanheira – 020 75148465  
Email: [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)

## **9. OUR LIABILITY TO YOU**

- 9.1 *If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.*
- 9.2 *We may make minor alterations to the services or facilities we provide (such as the times we clean rooms) if we reasonably consider it to be necessary for the efficient management of our premises. These alterations will not affect the totality of the services we provide to you under this Contract and will not be a breach of contract on our part.*
- 9.3 *Subject to the following paragraph, the maximum liability of UAL under this Contract is the price payable for the accommodation. UAL has no liability to Students, Parents or third parties*

*under this Contract for loss of opportunity, loss of profits or business, travel costs or other incidental expenses incurred in connection with the accommodation Contract.*

9.4 *We do not exclude or limit in any way our liability for:*

9.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

9.4.2 Fraud or fraudulent misrepresentation;

9.4.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

9.4.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

9.4.5 Defective products under the Consumer Protection Act 1987.

## **10. EVENTS OUTSIDE OUR CONTROL**

10.1 *We shall not be responsible for any failure to perform or delay in performing our obligations under this Contract that is due to an Event outside Our Control. If an Event outside Our Control takes place which affects our obligations under the Contract then:*

10.1.1 We will contact you as soon as reasonably possible to notify you;

10.1.2 Our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event outside Our Control; and

10.1.3 Our obligations under the Contract will restart as soon as possible when the Event outside Our Control is over.

## **11. DATA PROTECTION**

11.1 ***We will use the personal information you provide to us to:***

(a) provide the accommodation;

(a) process your payment; and

(b) Inform you about similar products or services that we provide, but you may ask us at any time to stop using your information in this way.

11.2 ***We will not give your personal data to any other third party except that:***

(a) *We may share your personal data with other companies in the same group of companies as us; and*

(b) *If your booking has been made through an agent we may share information with them.*

## **12. YOUR RIGHTS AS A CONSUMER**

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights may be available from your local Citizen's Advice Bureau.

### 13. OTHER IMPORTANT TERMS

- 13.1 *We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.*
- 13.2 *You may not transfer your rights or obligations to any other person.*
- 13.3 *The Contract is between you and us. No other person shall have any rights to enforce any of its terms.*
- 13.4 *Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.*
- 13.5 *If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we automatically waive any later default by you.*
- 13.6 *We may revise these Terms from time to time whenever it is reasonable to do so, including in the following circumstances:*
- 13.6.1 Changes in how we accept payment from you; or
- 13.6.2 To meet changes in relevant laws and regulatory requirements, and every time you book accommodation with us, the Terms published on our website at the time of your booking will apply to the Contract between you and us.
- 13.7 ***You can contact us:***
- 13.7.1 in writing by e-mail or by pre-paid post to Luda Castanheira at University of the Arts London, 272 High Holborn, London WC1V 7EY, or [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk);
- 13.7.2 By phone during office hours (Monday to Friday 09.00 hrs to 17.00 hrs) on the following number: 020 7514 8465 (not valid for cancellations, which must be in writing).
- 13.8 *If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us when booking.*
- 13.9 *These Terms and the Contract are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.*

### ACCOMMODATION CONDITIONS

#### 14. YOUR ACCOMMODATION PROVIDER

- 14.1 *Your accommodation will be managed on our behalf by UAL. Should you have any queries in relation to your accommodation you can contact us by:*
- (a) Email: [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk)
- (b) Phone: 020 7514 8465
- (c) Postal Address: Accommodation Department, University of the Arts London, 272 High Holborn, London WC1V 7EY

14.2 *UAL accommodation is covered by the ANUK accreditation code for student accommodation.*

## **15. TRAVELLING TO AND FROM YOUR ACCOMMODATION**

15.1 *UAL does not arrange travel for individual Students. The Student and the Parent must make sure that you are sufficiently independent and capable of travelling to UAL alone, or your Parents must arrange an escort for you.*

15.2 *Travel information from London airports, seaports serving London, and the main London railway stations is available on our website.*

15.3 ***For further help with making travel plans please refer to [www.visitlondon.com](http://www.visitlondon.com).***

15.4 *In case travel arrangements go badly wrong, Parents should make sure that their child has enough money (GB pounds sterling) to be able to take a taxi to their accommodation direct from the child's point of entry into the UK or other location within the UK. Students will be able to check in to their accommodation later than their planned arrival time.*

15.5 *You need to speak enough English to be able to ask for and understand directions, use public transport and buy any refreshments you need on the way to your accommodation.*

15.6 *We encourage students to contact Parents to confirm safe arrival, as we do not routinely confirm safe arrivals. If a Parent does not know whether you have arrived safely, the Parent should contact you in the first instance. If the Parent is not able to contact you, the Parent should contact the Short Course Office of the college you have booked your course with. Outside of those hours, the duty manager at the accommodation should be contacted. Contact telephone numbers will be provided to you and Parents before arrival at the hall. The contact telephone number for the local police is +44 (0)207 230 1212.*

15.7 *You and your Parents are also responsible for arranging your return journey. We do not arrange transfers to airports, seaports or stations. You and your Parent must make sure that you are sufficiently independent and capable of travelling back to your home on your own, or your Parents must arrange an escort for you.*

## **16. OUR ACCOMMODATION**

16.1 *Reservations in our accommodation are for a minimum of 2 consecutive nights.*

16.2 *Reservations cannot be made for longer than the advertised nights and are subject to availability.*

16.3 *A full description of the accommodation is given on our website. This will tell you where the accommodation is and the types of room available in that location. Pricing and payment details are also on the website. Students are allocated individual rooms. We do not provide dormitory-style accommodation.*

16.4 *During the summer vacation, UAL provides accommodation to students of all ages, tourists and people attending conferences.*

16.5 *If there is a problem with your room, you should, in the first instance, contact the on-site representative at Sketch House. If we feel that a change of room would help you, we will use reasonable efforts to move you. This is subject to the availability of alternative rooms.*

16.6 *Accommodation in a student residence may not be as quiet as a bedroom in a student's own home. Students must not create a noise disturbance for others. If you experience noise nuisance, you should contact the reception staff.*



- 16.7 *You do not need to bring your own sheets, pillows etc. as all bedding is provided by us. You do not need to bring your own towels.*
- 16.8 *Students have access to their own rooms at all times.*
- 16.9 *Student rooms do not have televisions, but there are shared social areas where you can watch television. We do not guarantee that you will be able to watch television in your own language.*
- 16.10 *You must keep your personal belongings and luggage in your own room. For central luggage storage facilities please liaise with the reception team at the relevant hall for information.*

## **17. PEOPLE STAYING IN OUR ACCOMMODATION**

- 17.1 *We do not accept unaccompanied students who are under the age of 16 at the start of their stay.*
- 17.2 *UAL is mostly an adult education environment, and there will be students who are over 18, and other adults, in accommodation managed by UAL. Unlike staff, these visitors are not vetted. We try to accommodate groups of students aged 18 and younger separately from others. Where this is not possible, we will try to ensure that the students are in the same school year. Students share kitchen facilities with other people, who may be of the opposite sex or from different cultures.*
- 17.3 *We welcome students from all backgrounds and of all beliefs. We do not provide special services or facilities to enable you to follow religious or cultural practices, but we will not unreasonably prevent you from following your preferences. When staying with us, you must respect the rights of others not to share your beliefs or customs.*
- 17.4 *Breakfast is provided in Sketch House, and you should notify us in writing, in good time before you arrive, of any special dietary requirements. Students must arrange all mid-day meals and all evening meals. A wide range of food (e.g. vegetarian, halal, kosher) is available in local shops.*

## **18. STAFF**

- 18.1 *UAL's policy on safeguarding students is incorporated in these terms and conditions and forms part of the contract between us and students and Parents. The current version can be downloaded from:*
- [https://www.arts.ac.uk/\\_data/assets/pdf\\_file/0021/306075/UAL-Duty-of-Care-Policy-and-Agreement-for-Under-18s.pdf](https://www.arts.ac.uk/_data/assets/pdf_file/0021/306075/UAL-Duty-of-Care-Policy-and-Agreement-for-Under-18s.pdf)
- 18.2 *Recruitment checks are carried out on staff who have unsupervised contact with students under the age of 18 as part of their day-to-day duties. Recruitment checks are carried out on all staff living in student accommodation blocks. UAL also gives its staff basic training on child protection and welfare. Visitors, such as delivery and maintenance personnel, are not given unsupervised access to under 18s and are not vetted.*
- 18.3 *The main role of UAL accommodation staff is to provide a building which is clean and safe for students to live in while they are studying with us. UAL staff are not substitutes for Parents. We will give each student aged under 18 a name and contact number for a member of staff, in case of serious difficulty or personal problems. That staff member may refer you to **UAL's** student support services, or to external agencies who are likely to be able to help. You are expected to look after your own personal hygiene, laundry, medication (if applicable), finances,*

*and to be able to cook and feed yourself. Parents are encouraged to monitor and supervise their children in these aspects of their lives.*

- 18.4 *You should contact your hall or site manager or reception if you have a problem relating to the building or its facilities. You or your Parents should contact the tutor (named in your joining instructions) or Short Course Office if there is a problem relating to your welfare.*
- 18.5 *The main point of contact for the Student regarding their accommodation will be the member of UAL staff who will be on site from 09h00 to 17h00, 7 days a week. Outside of those hours Housing Providers staff are available as well as social reps. Hall contact number is + 44 (0) 203 7631958/1959.*
- 18.6 *There will be Social Reps or Student Ambassadors living on site. We try to ensure that young students have access to a choice of male or female wardens if they need help.*
- 18.7 *Personal relationships between staff and students are not permitted. A member of staff must not give their personal contact details to students. Staff must not socialise with students except as part of their duties or as part of an activity organised by us. Parents and students must notify us if they become aware that any member of staff is not complying with these rules.*
- 18.8 *There will be a number of UAL enrolled students, known as Student Reps or Student Ambassadors, living on site. Their function is to arrange social events, and be students' first point of contact in case of difficulty. Student Reps and Student Ambassadors will have received appropriate training in supporting younger students, and will be able to summon additional help or expertise where required, or signpost younger students to UAL services and other local facilities.*

## **19. SUPERVISION OF STUDENTS IN ACCOMMODATION**

- 19.1 *UAL does not supervise Students on their way to or from classes.*
- 19.2 *During programmed learning hours, students are supervised by the course teachers.*
- 19.3 *Outside classes, you are free to spend your time as you wish. You will benefit most from your time with us if you use some of this time for further study and join in the supervised leisure activities arranged by UAL. Information on suitable leisure activities will be made available to the students by UAL. London is a major capital city with all kinds of attractions on offer. Parents should be satisfied that their children will have the maturity to choose leisure activities that are appropriate to their age, ability and experience.*
- 19.4 *Students come to us from many different backgrounds and are expected to respect cultural and religious differences. We will report students who bully or harass others to their Parents, and we may take such action as is reasonable to respond to and prevent this kind of behaviour. If you experience bullying or harassment whilst in your accommodation, you should report it as soon as possible to the hall manager, your tutor or the Short Course Office.*
- 19.5 *Students are not required to sign in and out of their accommodation. Entry to our accommodation is by key-card. We can monitor when you enter your accommodation. Students are expected to return to their accommodation before midnight each evening. UAL does not check that each individual student has returned to their accommodation by midnight each night, but will carry out spot checks on key-card use and notify the Parent if their child is noticed to be returning to accommodation at unsuitably late hours.*
- 19.6 *You are requested to notify the halls manager and your tutor if you intend to be away from your accommodation overnight. This is for health and safety reasons so that all people can be*

*accounted for in the event of a fire or other emergency. UAL will not check the Student's travel or accommodation arrangements or check whether the Student has their Parent's consent to be away from the accommodation overnight. The tutor or Short Course Office will notify the Parent if a Student does not attend the course after informing us they are going to stay away overnight.*

19.7 *In England, it is a criminal offence to sell alcohol to a person under the age of 18, and in many cases it is also an offence to buy alcohol for someone who is under 18 years of age. It is also a criminal offence for a person under 18 to buy alcohol, or to drink alcohol in many circumstances. We do not make routine checks for alcohol in students' rooms. If we become aware that you are under the influence of alcohol or unlawful drugs, we will report that to the Parent. We may confiscate and dispose of alcohol or non-medicinal drugs without liability to you or your Parent. Bars and shops owned or managed by UAL always ask for proof of age before selling alcohol.*

19.8 *Internet provision is available. Please check the information for each individual hall on our summer web page to see what is provided in UAL temporary accommodation. UAL does not put parental controls on its internet facilities or monitor what students are viewing. We may confiscate obscene material in a student's possession, without liability.*

19.9 *No UAL management staff are on duty at the building overnight. If the Student has any difficulties outside the hours of 09:00 to 17:00, they should contact on-site security personnel or the Social Reps on site.*

19.10 *Accommodation is provided to students who are enrolled on, and actively participating in, a short course over the summer. Students who do not attend their classes, or who are disruptive may be asked to leave their course and their accommodation. We will warn a Student of the consequences if the Student's behaviour is not up to standard, so that the Student has the chance to behave more appropriately and avoid further action.*

19.11 *We follow UAL's policy on protection of students from abuse*  
[https://www.arts.ac.uk/\\_data/assets/pdf\\_file/0021/306075/UAL-Duty-of-Care-Policy-and-Agreement-for-Under-18s.pdf](https://www.arts.ac.uk/_data/assets/pdf_file/0021/306075/UAL-Duty-of-Care-Policy-and-Agreement-for-Under-18s.pdf)

*Under UAL's Safeguarding of Children Policy all staff who suspect, or receive allegations of abuse, must consider what steps are necessary to protect the student, keep written records, and refer the matter as soon as possible to the Dean of Students MarkCrawley (m.crawley@arts.ac.uk/ 020 7514 8852/8853) for attention. Allegations or suspicion of abuse will normally be referred to the local social services department for investigation, rather than be investigated internally by us.*

19.12 *If we identify a serious welfare concern or a risk of serious harm to a student, we will advise the student on more appropriate behaviour and how to avoid the identified risk. We will normally inform the Parents, unless it is obvious that the Parents' involvement would not be in the Student's best interests. We may introduce a programme of monitoring and increased supervision of the student where this is necessary to safeguard and promote the Student's welfare.*

19.13 *In our accommodation, supervision is limited to patrolling the shared areas of buildings and grounds. Room checks are only carried out if (a) you agree or (b) we have serious concerns for welfare or compliance with these Terms. For example, we may enter a Student's room where a Student has failed to attend classes, or is suspected of taking drugs. Where practicable, any room search will take place in the Student's presence.*

## **20. DISCIPLINE**

- 20.1 *Students in our accommodation must comply with these Terms. We may impose fair and appropriate sanctions for breaches of these Terms. If a student's behaviour places the welfare of others at significant risk, we may suspend or expel a student.*
- 20.2 *Physical punishment is not used. If physical intervention is necessary, it will be the minimum necessary to prevent serious injury or damage.*
- 20.3 *We will report serious disciplinary matters to Parents if their children are involved.*
- 20.4 *Disciplinary action is recorded in writing and records may be kept for up to 7 years.*

## **21. FOOD**

- 21.1 *If accommodation is booked on a self-catering basis, Parents must be satisfied that you are able to shop for your own food, prepare it safely, and eat a well-balanced and nutritious diet.*
- 21.2 *Students are responsible for buying and preparing all their own meals (except for breakfast in Sketch House, which is provided by UAL).*
- 21.3 *Staff working in food preparation are all appropriately trained in food-handling and hygiene.*
- 21.4 *Students have access to facilities where they can store food and prepare their own hot and cold drinks and snacks. Students are not allowed to have fridges, kettles, toasters or cooking appliances in their rooms, on the grounds of health and safety.*
- 21.5 *UAL provides kitchens with basic appliances (ovens, refrigeration, kettles). UAL will offer basic cutlery, crockery, glassware and cookware as a kitchen pack to students aged under 18. Kitchen and dining facilities are not segregated and may be shared by people of different ages, genders and faiths.*
- 21.6 *Drinking water is available in our accommodation.*

## **22. HEALTH**

- 22.1 *If you need regular medication, or medical appliances, you are advised to bring enough with you for the duration of your stay. We do not provide any nursing or caring facilities or supervise the taking of medicine or use of medical appliances. You will be responsible for storing your own medicine and should contact the accommodation hall or site manager in advance if you need any special facilities for this. We do not guarantee to be able to provide those facilities, but we will do what we reasonably can. Parents should be satisfied that their child is capable of managing their own health.*
- 22.2 *Students will not normally need to register with a doctor in London unless they need close medical supervision.*
- 22.3 *Health insurance is advisable and Parents should make sure that their child understands the basics of their insurance cover.*
- 22.4 *In the case of serious illness, accident or other emergency, where you are admitted to hospital and we are aware of it, we will contact your Parent. If you are not admitted to hospital, we will encourage you to contact your Parent. We are not able to provide after-care once a student has been discharged from hospital. We are not able to provide nursing care if a student is ill but has not been admitted to hospital.*

- 22.5 *If a student has a minor illness and is not fit to attend classes, they should inform their tutor or Short Course Office. The tutor or Short Course Office will decide whether to involve Parents or medical professionals and arrange regular checks on the student. The tutor or Short Course Office will make sure the student is able to call easily and quickly for help if it is needed.*
- 22.6 *If you have a disability we must do what is reasonable to make sure you are not at a substantial disadvantage. It will help us to make reasonable adjustments if we know about a disability well in advance of your arrival.*
- 22.7 *If a student has special medical needs (for example, known drug reactions) the Parent should notify us in writing in advance of your stay. We will keep any health records with appropriate confidentiality.*
- 22.8 *You must provide details of a person, preferably a Parent, who can be contacted in case of emergency. You must notify us immediately if any of their details change.*
- 22.9 *If a student needs help in arranging medical, dental or sexual health support whilst they on one of our courses, they should ask their tutor or Short Course Office. The tutor or Short Course Office will respect your privacy and will not ask you to give them details of why you need support. If parental permission for treatment is required, the student will normally be responsible for arranging that. If a student is too ill to arrange parental permission, we will normally suggest liaison between the medical professionals and the Parent and will not intervene unless absolutely necessary.*
- 22.10 *UAL does not guarantee to provide first-aid or medical assistance to Students (other than providing a sticking plaster if requested). First aid treatment may be given by any suitably competent person who is available and willing to do so. Written records will be made of any such treatment, and may be kept for up to 7 years. UAL will send for emergency medical assistance where it is aware of the need.*
- 22.11 *If there is a serious outbreak of infectious disease in our accommodation we will follow UAL's infectious diseases policy which is updated in accordance with national best practice*

### **23. HYGIENE**

- 23.1 *You will be able to have a bath or shower privately in a separate room or cubicle with a lock on the door, as all our rooms for students have en-suite private bathroom. (All rooms and bathrooms can be opened in an emergency by those staff who have a master key.)*
- 23.2 *We do not supervise young students' daily hygiene, and they must be capable of looking after themselves in this respect. However, if a student shows obvious signs of self-neglect, we will normally give them guidance and/or contact the Parent.*

### **24. LAUNDRY AND CLEANING**

- 24.1 *We will clean students' bedrooms and shared areas and change the linen and towels on a weekly basis. We will check rooms prior to arrival and after departure to ensure that our rooms, fixtures or fittings have not been misused, removed or damaged.*
- 24.2 *Students will be responsible for doing the laundry of their own personal items (we will launder the bed linen and towels that we provide). We provide a self-operated laundry for students to use. Additional charges may apply for using the laundry. Use of the laundry is at your own risk – we do not accept liability for lost or damaged articles.*

## **25. MONEY AND PERSONAL POSSESSIONS**

- 25.1 *We are not liable for any loss or damage to personal possessions unless we agreed separately in writing to look after them.*
- 25.2 *Each student's bedroom is lockable. Access to rooms is by programmed key card and we can therefore restrict and monitor staff access to students' rooms.*
- 25.3 *Rooms are not fitted with safes or lockable drawers or cupboards. We do not accept valuables or documents for safekeeping. Students are recommended to take out personal possessions insurance for the period of their stay.*

## **26. SAFETY AND SECURITY**

- 26.1 *We will inform you of the emergency evacuation procedures shortly after you arrive. Information is displayed around our buildings.*
- 26.2 *Fire practice may take place during your stay, and you must take part in any such practice. Parents are requested to stress to young students the importance of fire safety in halls of residence.*
- 26.3 *UAL tests emergency lighting, fire alarms and firefighting equipment in accordance with English law.*
- 26.4 *Our accommodation is not open to the general public. Security measures are in place to prevent unauthorised access.*
- 26.5 *CCTV is in use in our accommodation, but it should not intrude on your privacy.*
- 26.6 *You will be able to lock your own bedroom.*
- 26.7 *Windows at high level and street level are fitted with effective restrictors.*
- 26.8 *For fire safety reasons all visitors must be signed in and out in the visitors' log book which is located at the reception desk. If a visitor has not been signed in, that person has no right to be in the accommodation and our security or reception staff have the authority to ask that person to leave the premises.*
- 26.9 *We will supply hall-specific information before you arrive. This information includes important information on security and other regulations concerning your behaviour.*

## **27. WELFARE AND PERSONAL PROBLEMS**

- 27.1 *Your course joining instructions will give you a name for a member of staff (the tutor), and contact details for the Short Course Office, in case of serious difficulty or personal problems. These people may refer you to your Parent, other designated members of staff, or outside agencies who are responsible for providing welfare guidance and support. (Non-personal problems regarding building maintenance should be reported to site staff or hall managers.)*
- 27.2 *The Social Reps on site at the hall will not pro-actively monitor you unless there is serious cause for concern. However, they will respond if you ask for help.*
- 27.3 *You will be able to discuss your problems with your tutor or Short Course Office in private, and we will usually try to respect your wishes if you do not want the problem to be shared with your Parents. If we have serious concerns about you, we may insist on informing your Parents and/or local agencies.*

- 27.4 *We make available telephone numbers of appropriate helplines outside UAL which students may contact for advice and support.*
- 27.5 *Most students will probably have their own telephones and other means of communicating with their families. We do not provide payphones for Student use where they can contact their families in private, but if a Student needs to call his or her parent or guardian UAL will provide the use of a telephone.*

## **28. STUDENT'S OBLIGATIONS IN ACCOMMODATION**

### **28.1 *You acknowledge that:***

- (a) you will stay in our accommodation on a temporary basis for the nights you have booked and you will not occupy our accommodation as your residence;
- (b) we retain control, possession and management of our premises and we may enter your room if we have a legitimate reason to be there;
- (c) the Contract for accommodation is personal to you and is not assignable;
- (d) you, and your Parent(s), have had an opportunity to read these Terms, and you agree to comply with these Terms;
- (e) you are not allowed to have overnight visitors in your room.

### **28.2 *You agree to allow us to come into your room:***

- (f) to check you are complying with these Terms;
- (g) if we have concerns about your welfare;
- (h) if we need to carry out maintenance, cleaning or similar; and
- (i) for any other reasonable purpose.

28.3 *If we need you to move to an equivalent alternative room at any time during the period of the Contract, you agree to change rooms.*

28.4 *You agree not to use our accommodation for any commercial, business or re-sale purposes. You must not use our premises for any illegal or immoral purpose or for any purpose other than as temporary accommodation to allow you to attend a course provided by us.*

28.5 *You must keep your room in a clean and tidy condition. If your room is not clean and tidy we will make a reasonable charge for additional cleaning and you must pay those charges before departure.*

28.6 *You must familiarise yourself with fire notices/regulations and fire exits and comply with them.*

28.7 *You must not allow anyone else to stay or live in the room and sub-letting is not allowed.*

28.8 *You must not bring pets or any other animals into our premises. We may make an exception for support dogs, subject to any applicable quarantine regulations. If you will be bringing a support dog with you, you must inform us at least 2 working days before you arrive. You will be responsible for any damage caused by a support dog.*

28.9 *You must not play loud music or make excessive noise (including shouting, slamming doors etc.) at any time but in particular between the hours of 22:00 hrs and 07:00 hrs any day of the week or cause any other nuisance or annoyance to other residents, staff members, adults or students.*

- 28.10 *You must leave the room and our premises in the same condition as they were in when you arrived. You agree to pay reasonable cleaning, repair and/or replacement costs for losses, breakages or damage (accidental or otherwise) to your room or its contents before you leave.*
- 28.11 *Fire extinguishers, fire alarms and other such equipment must only be used for their proper and intended purpose. You must not activate a fire alarm without good reason and you must not mis-use fire-fighting equipment or interfere with fire-prevention or fire-detection equipment (including propping open fire doors). A breach of this term is also likely to be a criminal offence. You agree to pay us for any losses, costs, claims, expenses and liabilities which we may incur as a result of your failure to comply.*
- 28.12 *You must not smoke in the room or in any other part of any of our premises. Smoking in shared areas of our residences is a criminal offence, for which you can be fined £50.*
- 28.13 *You must not cause another resident, student, staff member or adult significant distress, harm or anxiety and you are expected to conform to generally accepted standards of behaviour in England.*
- 28.14 *You must return all the keys and swipe cards in your possession to our check-in desk by no later than 10:00 am on the morning that you are due to depart. Keys or swipe cards must not be copied or shared with any other person.*



**29. PARENTS' OBLIGATIONS REGARDING ACCOMMODATION**

- 29.1 *The Parent is responsible for making sure the student travels safely between their home and UAL.*
- 29.2 *The Parent agrees to provide the student with enough money to meet the student's reasonable needs during their stay at UAL.*
- 29.3 *The Parent must be available for us to contact at any time while the student is staying at UAL. The Parent must respond promptly to our attempts to make contact.*
- 29.4 *If a problem arises and the Parent cannot or will not take responsibility for the student, we will take steps to ensure that the student is safe, in accordance with our policies. This may involve placing the student in the care of state agencies or authorities.*
- 29.5 *We may seek to recover any owed monies from the student before departure, but if we are unable to do so we will inform the Parent of the charges and send the Parent an invoice. The Parent agrees to pay any such invoice within 5 working days of its receipt.*
- 29.6 *The Parents acknowledges that UAL does not accept parental responsibility for the student.*

**Name of student:** \_\_\_\_\_

**Date of arrival:** \_\_\_\_\_

**Date of departure:** \_\_\_\_\_

**Name of temporary accommodation:** \_\_\_\_\_

**Signature of student:** \_\_\_\_\_

**PARENT'S / GUARDIAN'S DECLARATION**

I have read the **Terms and Conditions for Individual Bookings by Students aged under 18 (Terms)** provided by UAL relating to short-term accommodation and I agree:

- a) to arrange safe return travel between the Student's home and UAL;
- b) to provide the Student with sufficient money to meet their reasonable needs whilst they are at UAL;
- c) to respond promptly if UAL contacts me about the Student;
- d) to maintain contact with the Student, monitor their health and welfare, and notify the Student's tutor or Short Course Office if there are any serious concerns;
- e) to guide and advise the Student about the risks and hazards associated with living in a capital city;
- f) that the Student has sufficient maturity and knowledge and understanding of the English language to be able to live independently;
- g) to notify UAL if the Student has any disability for which UAL may need to make reasonable adjustments;
- h) that the Student may live in student accommodation where some facilities are shared with students and non-students of the opposite gender and from different cultural backgrounds;
- i) to take responsibility for my Student's healthcare if the Student becomes ill or in need of medical attention;
- j) that UAL staff may administer first aid to the Student if necessary;
- k) that UAL may move the Student to suitable alternative accommodation in the event of an emergency;
- l) to warn the Student about the laws in England on drinking and smoking and illegal drugs;
- m) to encourage the Student to comply with their obligations in the Terms;
- n) to pay UAL reasonable compensation if the Student's failure to comply with the Terms causes loss to UAL;
- o) to comply with the Parent's obligations in the Terms;
- p) that I have overall responsibility for the Student during their stay at UAL.

Signed.....

PRINT NAME: ..... Relationship to Student .....

PRINT HOME ADDRESS: .....

.....

.....

Telephone Number: ..... Alternative Telephone Number: .....

Student's Mobile Phone Number: .....

Email address: .....

Date: .....

**Within 7 days of making a reservation, return one copy of these Terms and Conditions, signed by the Parent, by email to [summer.stays@arts.ac.uk](mailto:summer.stays@arts.ac.uk) or by surface or airmail to Accommodation Department, University of the Arts London 272 High Holborn, London WC1V 7EY**

Revised on 8/4/2022