

**THE UNIVERSITY OF WESTMINSTER / THE UNIVERSITY WESTMINSTER (TRADING)  
LIMITED**

**HOLIDAY ACCOMMODATION CONTRACT  
TERMS AND CONDITIONS**

**INDIVIDUALS & UNINCORPORATED ASSOCIATIONS**

1. This document together with the completed Booking Form for Holiday Accommodation ("the Booking Form") sets out the terms and conditions of the Contract between The University of Westminster or The University of Westminster (Trading) Limited (**as stipulated in the Booking Form**) ("the Licensor") of 309 Regent Street, London W1 and the Customer (hereafter referred to as "the Customer"), whose name and other details are set out in the Booking Form.
2. **The Licensor**  
The expression "the Licensor" shall include the Licensor's officers servants or agents where the context so admits.
3. **The Customer**  
The expression "the Customer" shall include any and/or all members of the Customer's Party where the context so admits.
4. **The Customer's Party**  
The expression "the Customer's Party" means the persons for whom holiday accommodation is required detailed in the Booking Form.
5. **Date of this Contract**  
This Contract is made on the date on which a copy of the Booking Form, as signed and dated on behalf of the Licensor, is delivered, posted, faxed or emailed to the Customer.
6. **The Building**  
"The Building" means the House or Hall of Residence **as stipulated on behalf of the Licensor in the Booking Form**
7. **The Accommodation**  
"The Accommodation" means (in relation to each member of the Customer's Party)
  - (a) The use of a single bedroom in the Building or the shared use of a twin bedroom in the Building (as designated by the Licensor in accordance with the terms of this Contract in either case);
  - (b) The use (shared if appropriate) of the furniture and fittings in the designated bedroom;
  - (c) Shared use of the bathroom and kitchen designated by the Licensor;
  - (d) Shared use of any other communal areas in the Building which the Licensor may, in its absolute discretion, from time to time make available for shared use by customers and other occupiers of the Building.
8. **Holiday Period**  
"The Holiday Period" means the period for which holiday accommodation is required as set out in the Booking Form.
9. **The Price**  
"The Price" is the amount, in pounds sterling, **stipulated to be such, on behalf of the Licensor**, in the Booking Form.
10. **Cancellation, refunds and compensation**
  - 10.1 At any time prior to the commencement of the Holiday Period the Customer may give notice in writing to the Licensor that the Customer no longer requires the Accommodation during the Holiday Period. For the avoidance of doubt the provisions of this clause 10 do not entitle the Customer to cancel this Contract partially (by

- reducing the number of persons for whom holiday accommodation is required, for example).
- 10.2 If the Customer gives notice to the Licensor pursuant to clause 10.1 the Licensor shall be released from all its obligations under this Contract otherwise than any obligation it may have pursuant to clause 10.3.
- 10.3 If the Customer gives notice to the Licensor pursuant to clause 10.1 the Licensor will refund to the Customer the amount (if any) by which the total of the instalments of the Price actually paid by the Customer exceeds the cancellation charge payable by the Customer under clause 14.1.7
- 11. Purpose of this Contract and accuracy of information provided by the Customer**
- 11.1 The purpose of this Contract is to confer upon the Customer (and, if appropriate, the other members of the Customer's Party) the right to occupy the Accommodation for a holiday during the Holiday Period.
- 11.2 The Customer has represented and hereby confirms to the Licensor that he/she and (if appropriate) each other member of the Customer's Party requires the Accommodation for the purposes of a holiday only.
- 11.3 This Contract is made on the express condition that all information provided by the Customer to the Licensor is true and accurate.
- 12. Designation of the Accommodation**
- 12.1 The Accommodation shall be designated by the Licensor at the commencement of the Holiday Period.
- 12.2 Notwithstanding clause 12.1, at any time during the Holiday Period the Licensor may require the Customer and/or (if appropriate) any other member of the Customer's Party to transfer to a different bedroom in the Building to that originally designated by the Licensor on giving the Customer not less than 24 hours notice. Such notice may be given orally or in writing.
- 12.3 Neither the Customer nor (if appropriate) any other member of the Customer's Party shall be required to share a bedroom with a person of the opposite sex nor shall the Customer nor (if appropriate) any other member of the Customer's Party who is under the age of 18 years be required to share a bedroom with any person who is not a member of the Customer's Party.
- 12.4 Notwithstanding clause 12.1, at any time during the Holiday Period the Licensor may terminate the right of the Customer and/or (if appropriate) the right of any other member of the Customer's Party to use the bathroom and/or kitchen originally designated by the Licensor and designate a different bathroom and/or kitchen within the Building which the Customer and/or (if appropriate) the other member or members of the Customer's Party may use.
- 12.5 The Licensor may exercise the right given to it by clause 12.4 on giving not less than 24 hours notice to the Customer. Such notice may be given orally or in writing.
- 12.6 Subject only to clause 12.3 the Licensor shall have an absolute discretion in designating the Accommodation and as to the circumstances in which it may exercise the rights given to it by clauses 12.2 and 12.4.
- 12.7 The fact that the Licensor may originally (in its absolute discretion) designate
- 12.7.1 a twin bedroom which is not at that time being used by any other person; or
- 12.7.2 a single bedroom
- for use by the Customer and/or (if appropriate) any other member of the Customer's Party, shall not (in the case of 12.7.1) prevent the Licensor from subsequently permitting one other person to share the twin bedroom so designated, or (in the case of 12.7.2) prevent the Licensor from subsequently requiring the Customer and/or (if appropriate) such other member or members of the Customer's Party to transfer to a twin bedroom in accordance with clause 12.2.

### **13. The Licensor's Obligations**

- 13.1 The Licensor will permit the Customer to use the Accommodation during the Holiday Period.
- 13.2 During the Holiday Period the Licensor will:
- 13.2.1 remove refuse from the designated bedroom each day, unless the customer is a current student of the University of Westminster or is a customer who has agreed to a reduced level of service, and who are charged less than other customers.
- 13.2.2 Provide clean bed linen at the commencement of the Holiday Period and thereafter once every week during the Holiday Period, unless the customer is a current student of the University of Westminster or has agreed to a reduced level of service, and who are charged less than other customers.
- 13.2.3 (Without relieving the Customer from compliance with any of the Customer's obligations) monitor the use of the designated bathroom and kitchen and clean the same when necessary.

### **14. The Customer's Obligations**

The Customer agrees with the Licensor to comply with the following obligations:

#### **14.1 Payments**

- 14.1.1 If this Contract is made 42 days (6 weeks) or less before the commencement of the Holiday Period and the Holiday Period is less than 28 days (4 weeks);

To pay the Price to the Licensor in full immediately this Contract is made.

- 14.1.2 If this Contract is made 42 days (6 weeks) or less before the commencement of the Holiday Period and the Holiday Period is more than 28 days (4 weeks), to pay the Price to the Licensor by the following instalments;

- 14.1.2.1 A sum equal to the cost of the first 28 days (weeks 1 -4) of the Holiday Period payable immediately this contract is made; **and**

**Either**

- 14.1.2.2.1 (if the Holiday Period is less or no more than 8 weeks) the balance of the Price - payable by the end of the 4<sup>th</sup> week (week 4) of the Holiday Period.

**or**

- 14.1.2.2.2 (if the Holiday Period is more than 8 weeks) a sum equal to the cost of the next 4 weeks (weeks 5- 8) payable by the end of 4th week (week 4) of the Holiday Period; and

- 14.1.2.2.3 the balance of the Price –payable by the end of 8<sup>th</sup> week (week 8) of the Holiday Period.

- 14.1.3 If this Contract is made 43 days (6 weeks plus 1 day) or more before the commencement of the Holiday Period and the Holiday Period is less than 28 days, to pay the Price to the Licensor by the following instalments:

- 14.1.3.1 30% of the Price immediately this Contract is made ; **and**

- 14.1.3.2 the remaining 70% of the Price at least 42 days (6 weeks) before the commencement of the Holiday Period.

14.1.4 If this Contract is made 43 days (6 weeks plus 1 day) or more before the commencement of the Holiday Period and the Holiday Period is more than 28 days

(4 weeks), to pay the Price to the Licensor by the following instalments;

14.1.4.1 30% of the Price immediately this contract is made.

14.1.4.2 A sum equal to the first 28 days (4weeks) of the Holiday Period, minus the payment made by the Customer in accordance with clause 14.1.4.1

- payable at least 42 days (6 weeks) before the commencement of the Holiday Period; **and**

**Either**

14.1.4.2.1 (if the Holiday Period is less or no more than 8 weeks) the balance of the Price payable by the end of the 4<sup>th</sup> week (week 4) of the Holiday Period;

**or**

14.1.4.2.2 (if the Holiday Period is more than 8 weeks) a sum equal to the next 28 days (weeks 5-8) payable at the end of 4th week (week 4) of the Holiday Period; and

14.1.4.2.3 the balance of the Price – payable by the end of 8<sup>th</sup> week (week 8) of the Holiday Period

14.1.5 To make all the payments due to the Licensor without deduction or set-off (and, if appropriate, the Customer hereby releases the payment which accompanied the Booking Form to the Licensor absolutely).

14.1.6 (If the Customer has provided the Licensor with the Customer's credit card details) to do anything which may be necessary to enable the Licensor to charge the Price (whether in full or by instalments as may be appropriate) to the Customer's credit card when the same (or the instalments of the same if appropriate) become due, and the Customer hereby confirms that the Licensor is authorised to so charge the Price to his/her credit card.

14.1.7 If the Customer gives notice to the Licensor that the Customer no longer requires the Accommodation during the Holiday Period pursuant to Clause 10.1, to pay a cancellation charge to the Licensor (instead of the Price) calculated as follows:

| <b><i>Number of days prior to the commencement of the Holiday Period on which the Customer's notice pursuant to clause 10.1 is received by the Licensor</i></b> | <b><i>Cancellation charge (expressed as a percentage of the Price)</i></b> |
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| 0 - 7 days (0 to 1 week)                    | 100% |
| 8 - 14 days (1 week + 1 day to 2 weeks)     | 90%  |
| 15 - 28 days (2 weeks + 1 day to 4 weeks)   | 80%  |
| 29 - 42 days (4 weeks + 1 day to 6 weeks)   | 60%  |
| 43 - 56 days (6 weeks + 1 day to 8 weeks)   | 50%  |
| 57 - 70 days (8 weeks + 1 day to 10 weeks)  | 30%  |
| 71 - 84 days (10 weeks + 1 day to 12 weeks) | 20%  |
| 85 days or more (12 weeks + 1 day or more)  | 10%  |

1 4.1.8 To permit the Licensor to apply any instalments of the Price paid by the Customer towards discharge or reduction of any cancellation charge which may become due from the Customer.

14.2 Repair and Access for Repair

14.2.1 Not to damage or alter the Accommodation or any other part of the Building or any furniture or fittings therein nor to damage or injure any person or the property of any person (including the Licensor) in the Building.

14.2.2. Not to cause the Accommodation or any other part of the Building to become dirty or untidy but at all times to make reasonable efforts to keep the Accommodation and the Building clean and tidy.

14.2.3 To report any damage or need for repair to the Licensor.

14.2.4 Not to affix anything to walls in the Accommodation or in any other part of the Building.

14.2.5 To allow the Licensor and/or all persons authorised by the Licensor access to the Accommodation at all times for the following purposes:

(a) to inspect it and any furniture and fittings in it and/or

(b) to carry out cleaning or any works of maintenance or repair which the Licensor may consider to be necessary and/or

(c) for any other reasonable purpose

and the Customer acknowledges the Licensor's right to use any duplicate key held by the Licensor to enable the Licensor to access any part of the Accommodation for any of these purposes.

14.3 Use and Occupation of the Accommodation

14.3.1 Not to allow any other person (except persons authorised by the Licensor) to use occupy or share the Accommodation or any part of it and not to assign transfer or otherwise dispose of, share or deal with the benefit of this Contract.

14.3.2 To use the Accommodation as residential holiday accommodation only and not for any other purpose.

14.3.3 Not to behave in the Accommodation or in any other part of the Building in such a way as to be a nuisance annoyance or inconvenience to the Licensor or any other occupier of the Accommodation or the Building or the owners or occupiers of premises in the vicinity of the Building.

14.3.4 Not to use the Accommodation or any other part of the Building for any illegal purpose or in such a manner as to bring the Licensor or the Building into disrepute and in particular not to commit a criminal offence in or in the vicinity of the Building.

14.4 Security

14.4.1 To report lost or stolen keys or entry cards to the Licensor immediately and to pay the

reasonable charge levied by the Licensor for replacement keys/entry cards.

14.4.2 When entering or leaving the Accommodation or the Building to ensure that doors and windows are left securely closed and locked.

14.4.3 Not to give keys or entry cards to anyone else.

14.5 Health and Safety

14.5.1 Not to interfere with or misuse any fire fighting equipment safety signs or notices provided or displayed in the Building.

14.5.2 To keep all fire doors closed at all times.

14.5.3 Not to bring or keep any dangerous combustible explosive or illegal substance or thing into or in the Accommodation or the Building and not to use candles electric fires oil burners or heaters in the Accommodation or the Building.

14.5.4 Not to obstruct fire exit routes.

- 14.5.5 To comply with all emergency and evacuation procedures (including fire drills).
- 14.5.6 Not to use electrical equipment in the Accommodation or the Building unless previously certified by a competent person as safe to be used. The Licensor reserves the right to remove any electrical equipment found to be dangerous or unsafe.
- 14.5.7 Not to lean out of or throw items out of windows in the Building.
- 14.6 Noise
- 14.6.1 To keep noise to a minimum at all times and especially after 23.00 hours.
- 14.6.2 Not to use any radio tv set or other audio/visual equipment in the Accommodation unless the same has been certified as safe for use, nor in such a way as to disturb other occupiers of the Building.
- 14.6.3 Not to play musical instruments in the Accommodation.
- 14.7 Guests
- 14.7.1 To ensure that guests invited into the Building by the Customer do not cause disturbance to other occupiers of the Building and that the number of invited guests visiting at any one time does not exceed two.
- 14.7.2 to ensure that the Customer's guests leave the Building immediately upon being requested so to do by the Licensor.
- 14.7.3 To ensure that the Customer's guests leave the Building by 23.30 hours
- 14.8 Pets
- Not to keep any animals birds reptiles fish or insects in the Accommodation or any other part of the Building.
- 14.9 Cooking
- Not to cook in any other place than in the kitchen designated by the Licensor.
- 14.10 Bathroom and toilet facilities
- Not to use any bathroom in the Building other than the bathroom designated by the Licensor and toilet facilities designated for communal use by the Licensor
- 14.11 Smoking
- Not to smoke in the Accommodation or in any other part of the Building where smoking is prohibited (whether by signs or orally by the Licensor).
- 14.12 Bicycles
- Not to keep a bicycle in the Building.
- 14.13 Departure
- To vacate the Accommodation, remove all personal belongings and leave the Building in accordance with clause 15.2 or (if appropriate) clause 15.3 or (if appropriate) clause 16 of this Contract.
- 14.14 Comply with Reasonable Requests/Instructions
- To comply with all reasonable requests/instructions made/given by the Licensor (whether orally or in writing) in the interests of the safety security comfort and convenience of the Customer and/or other occupiers of and/or visitors to the Building (including the Licensor) and/or the owners or occupiers of nearby premises and/or with a view to preserving the Building and/or the machinery and equipment and/or fixtures and/or furniture and/or fittings therein.
- 14.15 Responsibility for members of the Customer's party
- If there is more than one person in the Customer's Party, the Customer (here meaning the Customer whose name and other details are set out in the Booking Form only) shall:
- 14.15.1 ensure that all members of the Customer's Party comply with the Customer's obligations (except for the obligation to pay the Price) and all other terms and conditions set out in this Contract;
- 14.15.2 ensure that all members of the Customer's Party who are under the age of 18 years are supervised by a responsible adult at all times while in the Accommodation or any other part of the Building;

- 14.15.3 ensure that any member of the Customer's Party who has a disability or otherwise has special needs is provided with all necessary assistance, supervision and treatment by another member of the Customer's Party at all times while in the Accommodation or any other part of the Building;
- 14.15.4 indemnify the Licensor against all loss, damage, liability or expense whatsoever which the Licensor may suffer or incur as a result of any act or omission on the part of any member of the Customer's Party.
- 15. Termination/Expiry of Holiday Period**
- 15.1.1 If there is any breach of or non-performance of the Customer's obligations or of any other term or condition of this Contract to be observed or performed by the Customer the Licensor may terminate this Contract forthwith by giving notice to this effect to the Customer.
- 15.1.2 Such notice may be given orally or in writing.
- 15.1.3 The Licensor will not ordinarily give less than 24 hours notice to terminate this Contract but may do so (and in particular, may terminate this Contract and require the Customer to vacate the Accommodation and the Building forthwith) if, in its absolute discretion, the Licensor considers it reasonable so to do.
- 15.2 The Customer must vacate the Accommodation, remove all personal belongings, and leave the Building by 9.00 hours on the last day of the Holiday Period.
- 15.3 If this Contract is terminated pursuant to clause 15.1 the Customer must vacate the Accommodation, remove all personal belongings, and leave the Building by 9.00 hours on the date notified to the Customer by the Licensor or forthwith if required so to do by the Licensor.
- 15.4 Any of the Customer's personal belongings remaining in the Accommodation or any other part of the Building more than 24 hours after the last day of the Holiday Period or earlier termination of this Contract may be disposed of by the Licensor without liability to, or any duty to account to, the Customer.
- 15.5 For the avoidance of doubt, the exercise by the Licensor of its rights pursuant to clause 15.1 shall not entitle the Customer to any refund of the Price.
- 16. Exclusion of Individuals**
- 16.1 Without prejudice to clause 15, if, in the reasonable opinion of the Licensor, the conduct of any particular member or members of the Customer's Party is unacceptable, the Licensor may give written or oral notice to the Customer (or to the member or members of the Customer's Party in question) requiring that member (or those members) of the Customer's Party to vacate the Accommodation, remove all his/her/their personal belongings and leave the Building.
- 16.2 If the Licensor gives any notice pursuant to clause 16.1 the member or members of the Customer's Party in question must vacate the Accommodation, remove all his/her/their personal belongings and leave the Building by 9.00 hours on the day next following the day on which such notice is given, or forthwith if required so to do by the Licensor.
- 16.3 For the avoidance of doubt, the exercise by the Licensor of its rights pursuant to this clause 16 shall not entitle the Customer to any refund of the Price.
- 17. Miscellaneous**
- 17.1 The Licensor shall have no liability to the Customer (or, for the avoidance of doubt, to any other member of the Customer's Party) in respect of:
- 17.1.1 any theft or loss of or damage to any of the Customer's (or any other member of the Customer's Party's) personal belongings,
- 17.1.2 any disruption in the supply of water, gas or electricity resulting from industrial action, Act of God or other circumstances beyond the Licensor's control,
- 17.1.3 any injury loss or damage suffered by the Customer (or any other member of the Customer's Party) resulting from any breach of or non-performance of the Customer's obligations or of any other term or condition of this Contract to be observed or performed by the Customer,

17.1.4 any injury loss or damage suffered by the Customer (or any other member of the Customer's Party) resulting from cancellation, curtailment or interruption due to Acts of God, Government or State Acts **or action**, employment or student disputes, terrorist activity or any other circumstances beyond the Licensor's reasonable control ("force majeure"). Without prejudice to the foregoing, in the event of cancellation or curtailment due to force majeure the Licensor will refund a proportionate part of the whole or any instalment of the Price which has actually been paid by the Customer.

**18. Notices**

18.1 The Customer may serve any notice upon the Licensor (including notices in proceedings) at the following address:

Estates and Facilities Office  
Luxborough Suite  
35 Marylebone Road  
London NW1 5LS

18.2 (Without prejudice to the Licensor's right to give notice orally in the circumstances set out in this Contract) any written notices given to or served upon the Customer by the Licensor (including notices in proceedings) may be posted to the Customer at the Customer's address as stated in the Booking Form or, during the Holiday Period, at the Accommodation, or left in the Accommodation. Notices posted to the Customer shall be deemed to be served on the second day after posting.

**19. Contracts (Rights of Third Parties) Act 1999)**

Unless it is expressly stated that the Contracts (Rights of Third Parties) Act 1999 is to apply nothing in this Contract creates rights in favour of anyone other than the Licensor and the Customer (here meaning the Customer whose name and other details appear in the Booking Form only).

**20. Jurisdiction and Choice of Law**

This Contract is governed by and shall be interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.