

ACCOMMODATION CONTRACT: TERMS AND CONDITIONS FOR CUSTOMERS

- 1.** This document together with the completed Booking Form for Accommodation (“the Booking Form”) sets out the terms and conditions of the Contract between Central Saint Martins, (‘CSM’) trading as London Artscom Ltd, a wholly owned subsidiary of University of the Arts London of 272 High Holborn, London WC1V 7EY, UK (“the Licensor”) and the Customer (hereafter referred to as “the Customer”), whose name and other details are set out in the Booking Form.

2. 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.

3. The Building

“The Building” means the House or Hall of Residence as stipulated on behalf of the Licensor in the Booking Form

4. The Accommodation

“The Accommodation” means;

- 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.

5. The Accommodation Provider

“The Accommodation Provider” means the party which is engaged by the Licensor to provide Accommodation for Customers which have registered with, and paid the Licensor.

6. Period

- a. “The Period” means the period for which accommodation is required as set out in the Booking Form.

7. The Price

- a. “The Price” is the amount, in pounds sterling, stipulated to be such, on behalf of the Licensor, in the Booking Form.

8. Purpose of this Contract and accuracy of information provided by the Customer

- a. The purpose of this Contract is to confer upon the Customer the right to occupy the Accommodation for the Period.
- b. This Contract is made on the express condition that all information provided by the Customer to the Licensor is true and accurate.

9. The Licensor’s Obligations

- a. The Licensor will permit the Customer to use the Accommodation during the Period.
- b. During the Period the Licensor will ensure the Accommodation Provider meets their terms and conditions of service as stipulated in their documents and statements.

10. The Customer's Obligations

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

- a. To pay the Price to the Licensor in full, immediately, to secure the booking for the Period.
- b. To comply with all reasonable requests/instructions made/given by the Licensor and / or the Accommodation Provider (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 Accommodation Provider) 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.
- c. 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 Accommodation Provider) in the Building.
- d. 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.
- e. To report any damage or need for repair to the Accommodation Provider.
- f. To be liable for the full cost of repair in relation to damage to the Building sustained through the actions of the Customer.
- g. Adherence to the Accommodation Provider's terms and conditions for residents of their Accommodation as defined in their Code of Conduct.

11. Termination/Expiry of Period

- a. 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.
- b. Such notice may be given orally or in writing.
- c. 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.
- d. The Customer must vacate the Accommodation, remove all personal belongings, and leave the Building by 9.00 hours on the last day of the Period.
- e. 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 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.
- f. For the avoidance of doubt, the exercise by the Licensor of its rights shall not entitle the Customer to any refund of the Price.

12. Exclusion of Individuals

- a. Without prejudice to clause 11, if, in the reasonable opinion of the Licensor, the conduct of any particular Customer is unacceptable, the Licensor may give written or oral notice to the Customer requiring that Customer to vacate the Accommodation, remove all his/her/their personal belongings and leave the Building.
- b. If the Licensor gives any notice the Customer 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.

- c. For the avoidance of doubt, the exercise by the Licensor of its rights pursuant to this clause 12 shall not entitle the Customer to any refund of the Price.

13. Miscellaneous

- a. The Licensor shall have no liability to the Customer in respect of:
- b. any theft or loss of or damage to any of the Customer's personal belongings,
- c. 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,
- d. any injury loss or damage suffered by the Customer 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,
- e. any injury loss or damage suffered by the Customer 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.

14. Jurisdiction and Choice of Law

- a. 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.