

## **Terms and Conditions for Application of Accommodation at Goldsmiths Academic Session Entry 2020-21 (and for Pre-sessional English programmes in summer 2020)**

### **Contractual process for accommodation applications**

You may already be aware that your relationship with Goldsmiths is governed by a 'Student Contract'. If you make an application for accommodation, you will be entering into another contract for the provision of student accommodation. The accommodation contract consists of the following documents:

1. Terms and Conditions for Application of Accommodation (this document)
2. The Accommodation Agreement 2020-21
3. The Accommodation Regulations 2020-21
4. The Terms and Conditions for Goldsmiths-managed Halls **OR** The Terms and Conditions for externally managed halls
5. The Fees Schedule 2020-21
6. The [Student Code of Conduct](#)
7. The Nomination Hall Provider information 2020-21

We have a legal obligation to ensure that we explain all contractual terms in a clear and transparent way. If you need further information about any of the terms of the accommodation contract please email [accommodation@gold.ac.uk](mailto:accommodation@gold.ac.uk) at any time.

### **Applying for accommodation**

To make an application for accommodation you must:

- be intending to study full-time at Goldsmiths;
- be in receipt of a Conditional or Unconditional offer to study from our admissions team;
- firmly accept your offer to study (including indicating that Goldsmiths is your first choice when applicable, meaning you cannot apply for accommodation if you select us as your Insurance Choice); and
- apply before the deadline published on our website (although, applications after the deadline are still considered but may be placed on a waiting list).

This means your offer status must be Unconditional Firm Choice (UF) or Conditional Firm Choice (CF) to make your accommodation application.

We give priority to undergraduate and postgraduate students attending Goldsmiths for the first time. We will consider any personal or medical reasons you may have for wanting to live in halls (as long as you've stated these in your application and liaised with the Goldsmiths Disability Service as necessary).

If you apply for accommodation by the deadline but you are not initially offered a place in halls, your application will be placed on our reserve list. If places subsequently become available, we will then prioritise those on the reserve list.

If you miss the accommodation deadline you will be placed on a waiting list and will be made an offer when a place becomes available, within date order of application.

Students are only able to make one (1) application per session at a time. This does not include students on the Pre-Sessional English programme, who are able to make a further application for this programme. Please refer to our website for the deadlines for applications for each session and for more information [gold.ac.uk/accommodation](http://gold.ac.uk/accommodation)

### **Hall preferences**

We will endeavour to meet your accommodation choices made online. However, it is not always possible to do so, and any allocation made is dependent on availability.

Please note that in some circumstances, for operational reasons, we reserve the right to vary room allocations.

If we make you an offer of accommodation you should think carefully before accepting the offer. Once you accept an offer of accommodation, you enter into a contract with us and there may be financial implications if you then need to cancel the contract prior to the contract commencement date. Following the contract commencement date, you will be liable for rent for the fixed term in your agreement, unless you withdraw from university or are able to find a suitable replacement.

### **Conditional offer holders**

If you have a Conditional Firm offer and are awaiting A-level results, we reserve the right to withdraw the offer and cancel your place, if your academic offer doesn't change from Conditional Firm to Unconditional Firm on 13 August 2020.

If you have a Conditional Firm offer, but you are not awaiting A-level results, we reserve the right to withdraw the offer and cancel your place, if your academic offer doesn't change from Conditional Firm to Unconditional Firm by 1 September 2020.

If we have withdrawn your offer because you haven't met the conditions in your academic offer by the above mentioned dates, but you are still interested in attending Goldsmiths, you will have the option to request that your application is reinstated and it will be assessed as places become available.

### **Offer of accommodation**

If we make an offer to you and you then accept that offer you are entering into a contract with us for the purposes of providing you with accommodation. When you accept the offer you are bound by a number of legal obligations including the Accommodation Regulations.

You will need to accept any offer of accommodation online using the Accommodation Application Service on or before the deadline stated in the application portal.

### **Holding fee collection**

Upon accepting an offer of accommodation you will be required to pay a pre-payment holding fee of £145 as directed. This secures the room and is paid against the first rent instalment of your accommodation agreement. In the case of damage to the accommodation, we would need to recover these costs from you.

If you are a Study Abroad or Erasmus student, your Home University or provider may be responsible for paying your accommodation fees. If so, then you will not be required to make a pre-payment.

The holding fee applies to all halls except those in the [Goldsmiths Student Village](#), where a security deposit of £200 is due.

### **Goldsmiths Student Village managed by Campus Living Villages**

If you are allocated a room in Chesterman House, Raymont Hall or Surrey House/Surrey House Annexe then you will receive an offer of accommodation from Campus Living Villages (CLV). CLV will advise you on how to accept an offer of accommodation and make a security deposit payment (if necessary) directly to CLV. This is because CLV manages those halls and Goldsmiths has a contractual relationship with CLV for this purpose. Students applying for the Goldsmiths Student Village may be asked to provide a guarantor. Please refer to our [Frequently Asked Questions](#) for further information.

### **Data collection and use of your data**

If you apply for accommodation, we will be receiving and processing some of your personal data. Goldsmiths has a Privacy Notice available at [gold.ac.uk/governance](http://gold.ac.uk/governance) and all personal data is processed in accordance with this notice.

However, we want to make you aware of the following parts of the data protection arrangements before you apply for accommodation with us:

1. During the application process you may be requested to provide your next of kin information. Please provide the contact details of someone we may contact in an emergency. Please ensure you have made them aware and they are happy for us to hold their details for this purpose. We will not disclose this information or use it unless there is a genuine emergency.
2. The contact details you provide for yourself on the application form will be used to process your application and to inform you of any offer made, as well as providing you with communication regarding the application process.
3. If you are offered a room in Chesterman House, Raymont Hall or Surrey House, then data provided in your application will be shared with Campus Living Villages (the managing company) in order for an offer of accommodation to be made. Details such as names, contact details, dates of birth, next of kin will be shared, and you will have a chance to opt into the sharing of medical/disability data during the

application process. Goldsmiths has a contract in place with CLV to manage the sharing of your data for these purposes.

4. If you are offered a room in Ewen Henderson Court, Quantum Court, Town Hall Camberwell or in the Intercollegiate Halls managed by University of London, data provided in your application will be shared with the relevant landlord upon acceptance of an accommodation offer. Details such as names, contact details, dates of birth, next of kin will be shared, and you will have a chance to opt into the sharing of medical/disability data during the application process.
5. If you receive an offer of accommodation and you accept this offer, under routine arrangements for the compilation of the UK electoral roll we are required to disclose your name and other information if relevant: such as address, date of birth and nationality to the Local Authority.

### **Force Majeure**

The College shall not be under any liability to the Student for total or partial failure to provide the Accommodation or any its obligations during any period after the contract commencement date, where that failure is the result of circumstances beyond its reasonable control. The Student shall not be under liability for total or partial failure to meet their obligations during any period after the contract commencement date, where that failure is the result of circumstances beyond their reasonable control from meeting those obligations.

The following shall be regarded as circumstances beyond the reasonable control of the College and the Student:

- (i) Acts of God, explosion, flood, lightning, tempest fire or accident;
- (ii) War hostilities (whether war is declared or not) invasion act of foreign enemies;
- (iii) Rebellion, revolution, insurrection, military or usurped power or civil war;
- (iv) Riot, civil commotion or disorder;
- (v) Acts, restrictions, regulations, bylaws, refusals to grant any licences or permissions prohibitions or measures of any kind on the part of any governmental authority;
- (vi) Strikes, lock-outs or other industrial actions or trade disputes of whatever nature; or
- (vii) Pandemic, epidemic diseases that may have an adverse effect on the Student's ability to travel to or remain in the UK, or to stay in the Accommodation

### **Brexit**

The College and Student acknowledge that the UK's exit from the European Union ("Brexit") may impact on the provision of Accommodation.

In the event that Brexit does impact on the provision of Accommodation, the College and Student will negotiate in good faith to attempt to honour their obligations as set out in the documents that make up the Contract.

If the Contract cannot continue due to Brexit, neither the College or Student shall have a claim against the other.

29 April 2020