

# **London School of Economics and Political Science ("LSE")**

## **TERMS AND CONDITIONS OF RESIDENCE ("the Ts & Cs")**

### **INTRODUCTION**

#### **Nature of Agreement**

This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:

1. enter your Room at any time and for any reason (which is similar to staying in a hotel);
2. require you to move to an alternative room (again this is similar to staying in a hotel); and
3. where the Hallpad Account Accommodation Summary states that the room type is "shared", require you to share the Room with another person. Where we exercise these rights we will do so in accordance with these Ts & Cs.

#### **Terms of this Agreement**

The terms of this Agreement are contained within:-

1. these Ts & Cs;
2. the Hallpad Account Accommodation Summary; and
3. the Regulations.

Together, these documents set out our respective rights and responsibilities

#### **Formation of this Agreement**

This Agreement will be formed, and a legally binding contract entered into between us upon the later of (a) the Acceptance by you of the Ts & Cs and (b) the payment of the Deposit.

If you move into the Accommodation prior to the date that you have both Accepted the Ts & Cs and paid the Deposit, you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement by your action of moving into the Accommodation.

If you are under 18 when this Agreement is formed, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with clause 6.3.3 below. If you choose not to do so, the Agreement will be legally binding upon you.

#### **Period of Residence**

Unless it specifies otherwise in the Hallpad Account Accommodation Summary, the Period of Residence is for the academic terms only and does not include the Christmas or Easter vacation periods. Accordingly:-

1. if your Period of Residence does not include the Christmas vacation, you must vacate the Accommodation and remove all of your personal possessions from it by 10am on 15 December 2018. You may return to the Accommodation on 6 January 2019;

2. if your Period of Residence does not include the Easter vacation, you must vacate the Accommodation and remove all of your personal possessions from it by 10am on 30 March 2019. You may return to the Accommodation on 28 April 2019.

### **Our responsibilities**

Our responsibilities are set out in clause 1 Our Responsibilities (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

### **Your responsibilities**

By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 Your Responsibilities (below) and include a commitment by you to comply with the Regulations. If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

### **Variations to this Agreement**

With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.

### **Enquiries**

If there is anything you do not understand or if you have any other queries relating to this Agreement please contact the Residential Services Office. If you are based in the United Kingdom and require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor. If you are based overseas and require advice on your rights or responsibilities under this Agreement, please seek advice from an expert in English law.

### **Glossary**

These Ts & Cs, the Hallpad Account Accommodation Summary and the Confirmation of Accommodation Document contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

## **1. OUR RESPONSIBILITIES**

### **1.1 Services and facilities**

During the Period of Residence we will use reasonable endeavours to:-

- 1.1.1 maintain the structure of the Hall and keep the Hall and Communal Areas (including the lighting, heating and firefighting equipment within them) clean, tidy, in reasonable repair and fit for use by you and other occupiers;
- 1.1.2 ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Hall are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that the heating may be turned off;
- 1.1.3 provide an adequate supply of hot water for normal domestic use;
- 1.1.4 provide facilities for the washing and drying of clothes in the Hall for which there will be a separate charge at the point of use; and
- 1.1.5 provide and maintain a hardwire internet port within the Accommodation.

- 1.1.6 We will also try to arrange for a third party to provide wifi at the Accommodation (you will need to register to use this). We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g. mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).

## **1.2 Insurance**

- 1.2.1 During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.

- 1.2.2 During the Period of Residence we will insure your personal belongings up to a specified limit but you will be responsible for administering any claims which arise. Full details of the insurance policy are available at **[www.lse.ac.uk/currenthallresidents](http://www.lse.ac.uk/currenthallresidents)**

If you are unable to access this web link please contact the Residential Services Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.

Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost.

## **2. YOUR RESPONSIBILITIES**

### **2.1 Licence Fee**

- 2.1.1 You must pay the Licence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1.

- 2.1.2 The obligation to pay the Licence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.

- 2.1.3 If the whole or any part of the Licence Fee remains unpaid in breach of the payment terms set out in Schedule 1 we reserve the right to charge you a reasonable fee to cover our administration expenses for each letter that we send to you, acting reasonably, chasing you for payment of any Licence Fee arrears.

- 2.1.4 If someone other than you pays all or part of the Licence Fee to us directly (e.g. a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.

- 2.1.5 You must pay the Common Room Fee and PAT Charges at the same time and in the same manner as the Licence Fee.

### **2.2 Deposit**

The Deposit shall be paid in accordance with the payment terms set out in Schedule 1.

### **2.3 Inventory**

You agree to complete an Inventory within 14 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

### **2.4 Using the Accommodation**

- 2.4.1 If the Hallpad Account Accommodation Summary states that your Room is:-

- (a) "sole occupancy" you are the only person authorised to occupy the Accommodation (or if there are two people named on the Hallpad Account Accommodation Summary you two are the only people authorised to occupy the Accommodation); or
  - (b) "shared" you and the person (or people if appropriate) that we allocate to share the Room are the only people authorised to occupy the Accommodation.
- 2.4.2 You must not use the Accommodation for any other purpose than as living accommodation (e.g. you must not run a business from the Accommodation).
- 2.4.3 You agree not to transfer this Agreement (or your rights under this Agreement) to anyone else or (except where permitted by clauses 2.5 or 2.6), allow anyone else to live in or use the Accommodation.
- 2.4.4 You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 3.2 below.
- 2.4.5 If your Hallpad Account Accommodation Summary includes a Family Member:-
- (a) that Family Member (only) may occupy the Accommodation with you; and
  - (b) the Family Member must not use the Accommodation for any other purpose than as living accommodation.
- 2.4.6 You must maintain the status of a full-time registered student with Us for the whole of the Licence Period.

## **2.5 Visitors**

- 2.5.1 You are responsible for the behaviour of any Visitor and any Family Member and you must ensure that they do not break the terms of this Agreement. If they do, you will be in breach of this Agreement.
- 2.5.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Hall where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.
- 2.5.3 You agree not to allow anyone other than the occasional Visitor to stay, provided that:
- (a) the Visitor does not stay for more than three consecutive nights; and
  - (b) you have obtained the advance permission of the Warden or the Head of Residential Life; and
  - (c) You do not have more than one Visitor staying with you at any given time; and
  - (d) the Visitor signs into and signs out of the Hall (in the reception area); and
  - (e) the Visitor does not annoy, or disturb study by, other occupants of the Accommodation or Hall.
- 2.5.4 We reserve the right to withdraw this privilege on 24 hours' notice if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Hall and/or to safeguard our property.

## **2.6 Moving rooms**

- 2.6.1 You agree not to move to another room within the Hall, or to any other accommodation provided by us, without first:

- (a) obtaining the prior written approval of the Residential Services Office (acting reasonably provided the conditions set out in Clause 2.6.1(b) are fulfilled)). If consent is given, you will be charged an administration fee of £50 which covers our administration expenses in arranging the move and amending our records accordingly; and
- (b) finding a suitable replacement occupier approved by us (at our absolute discretion) who is not already in accommodation provided by us and who enters into an agreement with us to occupy the Accommodation immediately after you have moved out.

2.6.2 If you are permitted to move, all the terms and conditions of this Agreement are transferable to the new Accommodation.

## **2.7 Risk assessments**

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or in the Hall.

## **2.8 Respect for others**

You agree:-

- 2.8.1 To show respect, at all times, for all persons living and/or working in the Hall or in the locality of the Hall and not to cause or do anything that is likely to cause a nuisance or annoyance to them;
- 2.8.2 To keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Hall and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between designated quiet hours (being between the hours of 23.00 hours and 08.00 hours or such other times as We shall notify to you);
- 2.8.3 Not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- 2.8.4 Not to bring into either the Accommodation or the Hall any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;
- 2.8.5 Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- 2.8.6 Not to allow persistent use of Hall facilities by non-residents;
- 2.8.7 Not to smoke in the Accommodation or the Hall;
- 2.8.8 Not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Hall;
- 2.8.9 Not to bring any cars or motorcycles onto the Hall.

## **2.9 Repairs, maintenance and alterations**

You agree:-

- 2.9.1 To keep the Accommodation in a clean and tidy condition at all times and to place any rubbish in designated areas in the Hall;
- 2.9.2 Not to make any alterations to or damage the Accommodation or Hall (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment, windows, window locks or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);
- 2.9.3 Save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Hall except where the Front of House Manager has given prior written consent. All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation; and
- 2.9.4 Not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.

## **2.10 Safety and security**

It is your responsibility to help ensure that the Accommodation and the Hall are safe and secure to live in. This includes (but is not limited to) complying with the following:

### *2.10.1 Smoking*

Smoking is prohibited in all areas of the Accommodation and Hall (including study bedrooms).

### *2.10.2 Electrical or other appliances*

You agree:

- (a) only to use the cooking and/or other electrical or gas kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in your bedroom in the Accommodation or Hall except for items that have been tested and approved by us (note: testing is organised by the facilities/hall manager at the Hall);
- (b) not to bring any other electrical equipment into the Accommodation or the Hall except for items that have been tested and approved by us (note: testing is organised by the facilities/ hall manager at the Hall for which there is an additional charge);
- (c) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health and Safety standards and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points.

### *2.10.3 Fire Safety*

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Hall) and:

- (a) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Warden or Head of Residential Life and your attendance at that meeting is compulsory, attend that meeting;

- (b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere or otherwise tamper with any of our fire prevention equipment, especially fire and smoke detecting equipment;
- (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers and sun-beds).

#### 2.10.4 *Security*

You must ensure that your Accommodation and the Hall are left secure at all times. This includes (but is not limited to):

- (a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you;
- (b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;
- (c) locking the door to your Accommodation together with any corridor/main entrance doors in the Hall when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out; and
- (d) not letting anyone you do not know into the Hall and accompanying your Visitors at all times.

#### 2.11 **Pets**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Hall. Assistance dogs are permitted by prior arrangement with the Residential Services Office.

#### 2.12 **At the end of the Agreement**

At the end of the Period of Residence (or earlier termination of this Agreement) you agree:

- 2.12.1 To vacate the Accommodation by 10am on either the last day of the Period of Residence (or earlier) the last day of this Agreement;
- 2.12.2 To return all keys, key fobs or key cards to your hall reception. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you the reasonable cost of this;
- 2.12.3 To leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings at your reasonable cost.

### **3. OUR RIGHTS**

#### **3.1 Alterations and building works**

We have the right to carry out any alterations or building works at the Accommodation, the Hall and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.

#### **3.2 Access and inspection**

3.2.1 We have the right to enter the Accommodation at all times, for any reason and without having to give you any prior notice. We would normally, however, only enter the Accommodation for one or more of the following reasons:

- (a) in an emergency; and/or
- (b) to clean, inspect or repair the Accommodation or any other part of the Halls to comply with our responsibilities under this Agreement; and/or
- (c) for any other reasonable purpose.

3.2.2 Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency, we are concerned about your health or wellbeing, we suspect a serious disciplinary issue or it relates to the regular cleaning of the Accommodation. If we do not give you prior notice, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key.

#### **3.3 Removal of items from the Accommodation**

We may remove from the Accommodation or Hall any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Hall.

#### **3.4 Our right to require you to relocate**

3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances, including the following:-

- (a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation or Hall, that the Accommodation or Hall is unfit for occupation, or where the Period of Residence includes the Christmas, Easter and/or Summer vacations and the Hall is not fully occupied during a vacation period);
- (b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation; others or to prevent damage to the Accommodation;

3.4.2 If we request you to relocate:

- (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to move. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
- (b) if the similar alternative accommodation is not satisfactory to you (acting



reasonably), you may terminate this Agreement. If you wish to do so, you must give the Residential Services Office written notice of this no later than seven (7) days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date seven (7) days after your notice to terminate was given to the Residential Services Office, or such other date as you may agree with the Residential Services Office (acting reasonably). We will refund any of the Licence Fee you have paid in respect of the period after the termination date;

- (c) where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses (e.g. travel costs) that you incur by moving into the alternative accommodation. If you do not move out of the Accommodation following a request by us to do so, we can take legal action to force you to move out.

#### **4. YOUR RIGHTS**

##### **4.1 Occupation**

We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-

- 4.1.1 A licence to occupy the Room (and where the Hallpad Account Accommodation Summary states that the room type is "shared" the licence to occupy and use the Room in common with the person we allocate to share the Room);
- 4.1.2 The non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and
- 4.1.3 The non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.

#### **5. IF YOU BREACH THIS AGREEMENT**

##### **5.1 Payment for loss or damage**

- 5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you, any Family Member or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.
- 5.1.2 Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred. Typical charges for damage and additional cleaning are set out in the Student Handbook which can be viewed here [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents)

The exact amount will depend on the seriousness of the case and could be more than the maximum sum shown in very serious cases.

##### **5.2 The procedure we will follow if you have breached this Agreement**

If you, your Family Member or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below:

- 5.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, the Warden or Head of Residential Life will decide whether to:

- (a) take no action;
- (b) discuss this with you informally;
- (c) write to you to draw your attention to the alleged breach and/or take further action in accordance with clauses 5.2.2.

5.2.2 Except in the circumstances set out in clause 5.2.3, where we decide to take further action in relation to any breach:

- (a) the Warden or Head of Residential Life will investigate the alleged breach and write to you drawing the alleged breach to your attention;
- (b) in that letter, the Warden or the Head of Residential Life will invite you to meet with them in order to discuss with you the circumstances of the alleged breach;
- (c) at the conclusion of the meeting, or if without good reason you fail to attend the meeting, the Warden or the Head of Residential Life will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:
  - i. give you an oral warning; or
  - ii. a written warning; or
  - iii. a final written warning (which will be issued if you have already received a written warning); or
  - iv. terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement); or
  - v. refer the matter to the Head of Residential Life to be dealt with under the Regulations. This may result in a decision being made that we will terminate this Agreement; and/or
  - vi. require you to pay for any loss or damage and/ or our reasonable costs arising from the breach.
- (d) Head of Residential Life will write to you, normally within 3 days of the meeting, notifying you of the decision made;
- (e) if you are unhappy with the decision made, you can appeal the decision in accordance with the procedure set out in clause 8.1.

5.2.3 The above procedure will not apply if you have failed to pay the Licence Fee in accordance with the terms of this Agreement. In such circumstances, we can terminate this Agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Licence Fee when it is due you should immediately contact the Residential Services Office.

## 6. TERMINATION OF THIS AGREEMENT

### 6.1 Your right to terminate before the start of the Period of Residence and before you take up occupation

6.1.1 You may terminate this Agreement if:-

- a) your offer to study at LSE is withdrawn and you notify LSE up to and including 31 July 2018 that you wish to terminate this Agreement by e-mailing [accommodation@lse.ac.uk](mailto:accommodation@lse.ac.uk);

- b) you do not receive your visa to study and you notify LSE up to and including 31 July 2018 that you wish to terminate this Agreement by e-mailing accommodation@lse.ac.uk;
- c) you decline the offer to study at LSE and you notify LSE up to and including 31 July 2018 that you wish to terminate this Agreement by e-mailing accommodation@lse.ac.uk; or
- d) you notify the Residential Services Office by e-mailing accommodation@lse.ac.uk before (i) you take up occupation of the Accommodation and (ii) before the start of the Period of Residence of your wish to terminate this Agreement.

6.1.2 Provided that you terminate this Agreement in accordance with Clause 6.1.1 (a), (b) or (c), this Agreement will terminate and we will refund any Deposit that has been paid to you as soon as reasonably practicable. If you terminate this Agreement in accordance with Clause 6.1.1(d), this Agreement will terminate, but you will not be entitled to any refund of the Deposit. If you do not terminate this Agreement in accordance with Clause 6.1.1, this Agreement will continue in full effect and you will only be able to terminate this Agreement in accordance with Clause 6.3.

## 6.2 **Our right to terminate before your take occupation**

- 6.2.1 If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause we will refund any Deposit and/or Licence Fee that you have paid under this Agreement.
- 6.2.2 In the event that you fail to occupy the Accommodation within seven (7) days after the Period of Residence start date, we reserve the right to immediately terminate this Agreement by giving written notice to you and we reserve the right to retain any Deposit and/or Licence Fee that you have paid under this Agreement.

## 6.3 **Your other rights to terminate**

You may terminate this Agreement if you:

- 6.3.1 Complete an early leaver form (available on request from the Residential Services Office) specifying the reason that you wish to terminate this Agreement and the proposed End Date and return the completed form to the Residential Services Office. By completing the early leaver form, you confirm that you have read and understood our early leaver policy. You must also satisfy the following conditions:-
  - (a) the proposed End Date must be earlier than 4 weeks before the date on which the Hallpad Account Accommodation Summary and Confirmation of Accommodation Document states that the Period of Residence will end;
  - (b) the proposed End Date must be a minimum of 28 days after the date on which the completed form is returned to the Residential Services Office;
  - (c) you must have found a suitable replacement occupier, approved by us (at our absolute discretion), who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation immediately after you have left;
  - (d) you have paid a non refundable administration fee of £75 to us; and
  - (e) you have paid, in full on or before the End Date, all of the Licence Fee due under this Agreement up to and including the End Date.

6.3.2 Withdraw from your course of study and you satisfy the following conditions:

- (a) you give to the Residential Services Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date;
- (b) you enclose with your notice a copy of our official withdrawal or interruption of studies notice issued by the relevant student office; and
- (c) you have paid a non refundable administration fee of £75 to us; and
- (d) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.

6.3.3 Are under 18 when this Agreement is formed and:

- (a) within two weeks after your 18th birthday you give to the Residential Services Office not less than 4 weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and
- (b) you have paid a non refundable administration fee of £75 to us; and
- (c) you have paid, in full on or before the End Date all of the Licence Fee due under this Agreement up to and including the End Date.

6.3.4 If you terminate this Agreement under this clause 6.3 and you move out of the Accommodation by the End Date, we will refund any Licence Fee that you have paid in respect of the period after the End Date.

6.3.5 If you move out of the Accommodation by the End Date, but you fail to terminate the Agreement in accordance with this Clause 6.3 (e.g. because you do not find a suitable replacement occupier or we consider that the occupier that you have found is unsuitable or we do not approve the replacement occupier), this Agreement will continue in full effect and you will be liable to pay the Licence Fee until the end of the Period of Residence

#### 6.4 **Our right to terminate if you have breached the Ts & Cs**

We may terminate this Agreement in any of the following circumstances:-

6.4.1 If you have failed to pay the Licence Fee in accordance with the payment terms set out in Schedule 1; or

6.4.2 Where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 2.4.2 (use of the Accommodation), 2.8.2 (noise), 2.8.3 (behaviour), 2.8.4 (prohibited items) 2.8.5 (arrestable or criminal acts) 2.8.6 (nuisance) 2.8.7 (smoking) as a serious breach of this Agreement and if you, someone living with you or one of your Visitors, breaches any of these clauses we may terminate this Agreement);

6.4.3 If you are made bankrupt.

#### 6.5 **Our right to terminate for other reasons**

We may also terminate this Agreement by giving you not less than 4 weeks written notice if:-

6.5.1 We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;

- 6.5.2 You are no longer pursuing a course of study with us;
- 6.5.3 We reasonably consider, because of your behaviour or for any other reason (e.g. an infestation by insects, an outbreak of an communicable disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or
- 6.5.4 If any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.

## 6.6 **Effect if we terminate the Agreement**

- 6.6.1 If we terminate the Agreement in the circumstances set out in clauses 6.4 or 6.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, your Family Member or your Visitors.
- 6.6.2 If we terminate this Agreement in the circumstances set out in clause 6.5.1, you will still be obliged to pay that part of the Licence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Licence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Licence Fee you have paid in advance in respect of the period after the termination date.
- 6.6.3 If we terminate the Agreement in the circumstances set out in clauses 6.5.2, 6.5.3 or 6.5.4, you will still be obliged to pay the Licence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Licence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.
- 6.6.4 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.

## 7. **COMPLAINTS**

### 7.1 **Procedure**

If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with your Front of House Manager. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure which can be reviewed at [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents)

If you are unable to access this web link, please contact the Residential Services Office before Accepting this Agreement and we will send to you a copy of this document so that you can read it before Accepting this Agreement.

## 8. **APPEALS**

### 8.1 **Procedure**

If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision in accordance with the appeals procedure which can be reviewed at [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents)

If you are unable to access this web link, please contact the Residential Services Office before Accepting this Agreement and we will send to you a copy of this document so that you can read it before Accepting this Agreement.

## 9. OTHER MATTERS

### 9.1 Notices

9.1.1 All letters and notices sent by:

- (a) us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 9.1.3);
- (b) you to us will be properly served if sent to us at the Residential Services Office by first class post or special delivery.

9.1.2 A notice sent by the following means is to be treated as having been received:

- (a) if delivered by hand, on the day of delivery; or
- (b) if sent by first class post or special delivery, on the first working day after posting.

9.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.

9.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e. not us).

### 9.2 Data protection

9.2.1 We will comply with the Data Protection Act 1998 as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you with the reasonable cost of providing copies of the information.

9.2.2 By Accepting these Ts & Cs you agree that all data supplied to us can be shared between our departments and with third parties (e.g. contractors employed by us to undertake services at the Hall, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.

9.2.3 We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

### 9.3 Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

### 9.4 Governing law and enforceability

9.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.

9.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

### 9.5 Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

## 9.6 **VAT**

At the date of this Agreement the Licence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

## 9.7 **Council tax**

If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full-time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

## 9.8 **Guarantees of accommodation**

Any guarantee given by us for our prospectus and on our residences website to allocate accommodation to you shall cease to have effect if this Agreement is terminated.

## 9.9 **Alternative formats**

Please contact the Residential Services Office or [residences.admin@lse.ac.uk](mailto:residences.admin@lse.ac.uk) if you require these Ts and Cs in an alternative format.

## SCHEDULE 1

### 1. **Payment of the Licence Fee**

1.1. Your Licence Fee must be paid either:

1.1.1 in full, (i.e. in one instalment) by credit/debit card or cheque by 5 October 2018: or

1.1.2 in termly instalments by credit/debit card or cheque on 5 October 2018, 18 January 2019, 28 April 2019 and (for 50 week agreements) 28 June 2019.

1.2. If you wish to pay the Licence Fee by credit or debit card, you can do so online in your Hallpad account or in person at your hall reception. Alternatively, if you wish to pay the Licence Fee by cheque, you can do so in person at the Residential Services Office or by posting your cheque to the Residential Services Office marked for the attention of "Residences Fees". If you wish to pay the Licence Fee by cheque or and bank draft please note we accept payment in (GBP) sterling only.

1.3. Please note that we do not accept cash payments. Information on how we accept payments is available at [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents)

### 2. **Sponsors**

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Licence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

### 3. **Payment of Deposit**

3.1 In order to enter into this Agreement with us, you must pay the Deposit to us and we must receive the payment. We do not accept cash payments. Please note that we accept payment in (GBP) sterling only using the methods set out at paragraphs 3.2 of this Schedule. Further information on how we accept payments is available at [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents).

3.2 You will be required to pay the Deposit by debit or credit card immediately online once you have Accepted these Ts & Cs, save that in the case of first year students with a conditional offer, the Deposit must be paid online once you have received the E-mail Notification.

If you wish to pay the Deposit by cheque or and bank draft please note we accept payment in (GBP) sterling only. Please note that we do not accept cash payments. Information on how we accept payments is available at [lse.ac.uk/currenthallresidents](http://lse.ac.uk/currenthallresidents)

3.3 We will deduct the Deposit from your Licence Fee as follows:

3.3.1 if you have (or are deemed to have) elected to pay the Licence Fee in full by one single payment, we will deduct the Deposit from that payment; or

3.3.2 if you have elected to pay the Licence Fee in termly instalments, we will deduct the Deposit from your final instalment (as notified in the Hallpad Account Accommodation Summary).



## **GLOSSARY**

Words used in this Agreement and in these Ts & Cs have the following meanings:

### **Accept**

Means to formally accept these Ts & Cs by clicking ["I Agree"] in your Hallpad account and "Accepted" and "Accepting" are to be interpreted accordingly.

If you move into the Accommodation without formally accepting these Ts & Cs by clicking [ "I Agree" ] in your Hallpad account, you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.

### **Accommodation**

Means the Room and:

1. in the case of a shared flat, includes all shared areas in that flat; or
2. in the case of a Room where the Hallpad Account Accommodation Summary specifies the room type as "shared ensuite bathroom", includes the shared ensuite bathroom);
3. any alternative accommodation to which you have moved under this Agreement.

### **Agreement**

Means the contract between us relating to the Accommodation, which will be formed upon the later of (a) the Acceptance by you of the Ts & Cs and (b) the payment of the Deposit, the terms of which are contained within:

1. these Ts & Cs;
2. the Hallpad Account Accommodation Summary; and
3. the Regulations (which will take precedence in the event of any contradiction between them and the Ts & Cs and/or the Hallpad Account Accommodation Summary).

### **Communal Areas**

Means all stairwells, corridors, landings, gardens, balconies and entrance halls within the Hall, any shared kitchens and/or bathrooms in the Hall but not any shared kitchens and/or bathrooms in the Accommodation.

### **Confirmation of Accommodation Document**

Means the document that will be issued to you by LSE once the Agreement has been formed, confirming the type of Accommodation that is being offered to you, the Hall that the Accommodation is located in, the Period of Residence and the Licence Fee. You must acknowledge receipt of the Confirmation of Accommodation Document.

### **Deposit**

Means the deposit as specified in the Hallpad Account Accommodation Summary.

### **E-mail Notification**

Means the e-mail that first year conditional offer students will receive from LSE confirming that the Hallpad Account Accommodation Summary has been updated to state the Licence Fee that will be payable and requesting payment of the Deposit.

### **End Date**

Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Period of Residence under clause 6.3.

### **Family Member**

Means the person(s) (if any) named in the Hallpad Account Accommodation Summary as the "Named Family Member" (being other people who can live with you).

### **Hall**

Means the specific hall named in the Hallpad Account Accommodation Summary together with any external areas of the hall which are owned by us (e.g. car parks, roads or gardens which adjoin the hall).

### **Hallpad Account Accommodation Summary**

Means the summary page in your online Hallpad account, which sets out the type of Accommodation that is being offered to you, the Hall that the Accommodation is located in, the Period of Residence and the Licence Fee. Please note that in the case of first year conditional offer students, the Licence Fee will only be displayed on the online Hallpad account when the E-mail Notification is issued, but details of the range of fees that we may charge for occupation of the type of Accommodation that you have applied for can be viewed prior to the issuing of the E-mail Notification at:-

[http://www.lse.ac.uk/lifeAtLSE/accommodation/forStudents/offerAcceptance/fees/list\\_LSE.aspx](http://www.lse.ac.uk/lifeAtLSE/accommodation/forStudents/offerAcceptance/fees/list_LSE.aspx).

If you are unable to access this web link please contact the Residential Services Office before Accepting these Ts and Cs and we will send to you a copy of this document so that you can read it before Accepting these Ts and Cs.

### **Head of Residential Life**

Means the individual appointed to act as LSE's head of residential life.

### **Inventory**

Means the list of furniture and equipment at the Accommodation which we will publish to you when you arrive.

### **Licence Fee**

Means the charges for your occupation of the Accommodation as stated in the Hallpad Account Accommodation Summary prior to formation of this Agreement.

### **PAT Charges**

Means Portable Appliance Testing Charges, details of which can be viewed online at [http://www.lse.ac.uk/lifeAtLSE/accommodation/forStudents/offerAcceptance/fees/list\\_LSE.aspx](http://www.lse.ac.uk/lifeAtLSE/accommodation/forStudents/offerAcceptance/fees/list_LSE.aspx).

If you are unable to access this web link please contact the Residential Services Office before Accepting these Ts and Cs and we will send to you a copy of this information so that you can read it before Accepting these Ts and Cs".

**Period of Residence**

Means the period starting and ending on the dates specified in the Hallpad Account Accommodation Summary (unless the Agreement ends earlier in accordance with the terms of this Agreement).

**Regulations**

Means our regulations which can be reviewed at [lse.ac.uk/currenthallresidents](https://lse.ac.uk/currenthallresidents)

If you are unable to access this web link, please contact the Residential Services Office before Accepting this Agreement and we will send you a copy of the Regulations so you can read these before Accepting this Agreement.

**Residential Services Office**

Means LSE Residential Services Office, London School of Economics and Political Science, 3.02 Saw Swee Hock Student Centre, Houghton Street, London, WC2A 2AE

**Room**

Means the room at the Hall that will be allocated to you on your arrival.

**Sponsor**

Means any person or organisation who is paying all or part of your Licence Fee.

**Student Handbook**

Means the student handbook which can be reviewed at [lse.ac.uk/currenthallresidents](https://lse.ac.uk/currenthallresidents)

If you are unable to access this web link, please contact the Residential Services Office before Accepting this Agreement and we will send you a copy of the Student Handbook so you can read these before Accepting this Agreement.

**Visitors**

Means any guest invited by you, whether that invitation is express or implied (e.g. where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.

**Warden**

Means the Warden at / allocated to the Hall. In these terms and conditions "you" means the person signing this Agreement and "we" means The London School of Economics and Political Science. The expressions "your" "our" and "us" should be read accordingly.