

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 Account Booking Review in the LSE Student Accommodation System states that the room type is "shared", we 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 Account Booking Review in the LSE Student Accommodation System; and
3. the LSE Student Accommodation Disciplinary Code

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

The Period of Residence will be the period commencing on the Licence Start Date and expiring on the Licence End Date as specified in the Account Booking Review in the LSE Student Accommodation System.

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 LSE Student Accommodation Disciplinary Code. 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 Accommodation 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 Account Booking Review in the LSE Student Accommodation System 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

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

- (a) 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;
- (b) 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;
- (c) provide an adequate supply of hot water for normal domestic use;
- (d) 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;
- (e) organise social events (which may take the form of virtual events) for residents of the Hall via the Student Hall Committee;
- (f) provide and maintain a hardwire internet port within the Accommodation. We will also try to arrange for a third party to provide wifi at the Accommodation (you will need to register to use this); and
- (g) where your Accommodation is located in a catered Hall (including Bankside House, Carr Saunders Hall, Passfield Hall and Rosebery Avenue), meals are provided during academic terms only, the dates of which can be found at

<https://info.lse.ac.uk/current-students/term-dates>. If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and we will send to you the details so that you can read them before Accepting this Agreement.

- 1.1.2 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, necessary maintenance, repair, or replacement or a public health crisis or pandemic such as COVID-19).

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**

If you are unable to access this web link please contact the Accommodation 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. You must notify the Accommodation Office at least one week in advance in writing if you will be unable to pay the Licence Fee on the dates set out in Schedule 1 and provide reasons that you will be unable to make the payment.
- 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.

2.2 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 7 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 Account Booking Review in the LSE Student Accommodation System 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 Account Booking Review in the LSE Student Accommodation System 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 Account Booking Review in your LSE Student Accommodation Account includes a Family Member/Partner:-

- (a) that Family Member/Partner (only) may occupy the Accommodation with you; and
- (b) the Family Member/Partner 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 Period of Residence.

2.4.7 You must notify the Accommodation Office in writing prior to the Period of Residence start date if you do not intend to occupy the Accommodation from the first day of the Period of Residence. The obligation to pay the Licence Fee applies from the start of the Period of Residence irrespective of when or if you actually move into the Accommodation.

2.5 Visitors

2.5.1 You are responsible for the behaviour of any Visitor and any Family Member/Partner 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 or your Visitors, including if your Visitors or other occupants pose a risk to health and safety or fail to comply with Health and Safety Guidance and in the event of a public health emergency.

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 (if the Accommodation is shared) of the people that you live with; 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, pose a risk to the health and safety of or disturb study by or sleep of, 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 Accommodation Office (acting reasonably provided the conditions set out in Clause 2.6.1(b) are fulfilled); 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 and health and safety 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 or any health and safety 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 or permit to be carried, stored, used or sold/exchanged in the Accommodation or the Hall any weapons, firearms, explosives, fireworks, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons, air-weapons, projectile devices or dangerous chemicals or substances) 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. We will notify the police if you, any Family Member/Partner or Visitors are found to be in breach of this obligation;

- 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 and not to hang any clothing or other articles from any part of the Accommodation;
- 2.8.9 Not to bring any cars or motorcycles onto the Hall;
- 2.8.10 To display respect for the health and safety of yourself and of other occupants and comply (and procure compliance by any Family Member/Partner and Visitors) with any Health and Safety Guidance (which may be updated from time to time) applicable when using the Accommodation or the Hall;
- 2.8.11 Not to create a health and safety hazard in the Hall or the Accommodation and not to block or obstruct the showers, baths, sinks, lavatories and cisterns in the Accommodation;
- 2.8.12 To notify us as soon as reasonably possible if you become aware of (a) any circumstance which may affect our insurance, (b) any fault or damage in the Accommodation or Hall, including any fault which might constitute a hazard to health or safety or (c) if an incident occurs where the emergency services are called to Hall or first aid is administered.
- 2.8.13 To comply with reasonable requests of our staff relating to use of the Accommodation or the Hall by you, any Family Member/Partner and Visitors.
- 2.8.14 To comply with any reasonable regulations that we make which are notified to you in writing in advance.
- 2.8.15 Not to enter into any areas of the Hall marked 'Private', 'Staff Only' or 'No Entry' or which we have advised you that you are prohibited to enter.
- 2.8.16 Not to affix anything to the walls, wardrobes, doors or other surfaces in the Accommodation or the Hall which may cause damage and to remove any adhesive materials that have been affixed by you, any Family Member/Partner or Visitors to the Accommodation or the Hall when you vacate the Accommodation for the vacation periods and at the end of the Period of Residence (or earlier termination of this Agreement).
- 2.8.17 Not to display any posters in the public areas of the Hall unless they have been approved in advance by the Warden and the Operations Manager.

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 or decorate the Accommodation, Communal Areas 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 window restrictions 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 or leave perishable or hazardous items in them. 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 on your behalf by the facilities/hall manager at the Hall);
- (b) not to bring any electrical equipment into the Accommodation or the Hall except for items that you have notified us about that have been tested and approved by us (note: testing is organised on your behalf by the facilities/ hall manager at the Hall);
- (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;
- (d) if you choose to bring a personal fridge into the Accommodation, we may charge you any reasonable additional electricity costs that we incur as a result of this. We will not charge you the additional costs if you provide medical documentation to the Accommodation Office which evidences that you have medical requirements which mean you need a personal fridge in the Accommodation.

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, move, 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 Accommodation 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, perishable or low value items (including toothbrushes, flannels or sponges) in the Accommodation, you agree that we can dispose of these. If you leave any other personal belongings in the Accommodation, we will use reasonable endeavours to 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 inspect the Accommodation, the items listed in the Inventory or any other part of the Halls and to clean and 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 or a potential health and safety risk, 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 and shall inform you that we have accessed the Accommodation as soon as reasonably possible.

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, to prevent safeguarding issues arising or to prevent damage to the Accommodation or others;
- (c) where we reasonably consider that your continued presence in the Accommodation could pose a health and safety risk to other occupants or could expose you to a health and safety risk from other occupants, including exposure to infectious diseases or could expose you to safeguarding issues;
- (d) where you are required to self quarantine or self isolate and the Accommodation or Hall is not suitable to do this

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 Accommodation 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 Accommodation Office, or such other date as you may agree with the Accommodation 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.

3.5 **Our rights in relation to health and safety risks**

3.5.1 We may require you and any Family Member/Partner to vacate the Accommodation on a temporary basis on 24 hours' notice (or less in the event of an emergency) if:-

- a) we reasonably consider that your continued presence in the Accommodation could pose a health and safety risk to other occupants or could expose you to a health and safety risk from other occupants (including exposure to infectious diseases, such as COVID-19);
- b) if you or other occupants fail to comply with Health and Safety Guidance;
- c) to comply with government guidance and good working practice in times of pandemic;
- d) to carry out deep cleaning of the Accommodation; or
- e) in the event of a public health emergency.

3.5.2 We may temporarily suspend your rights to use parts of the Accommodation which do not form part of the Room and Communal Areas on 24 hours' notice (or less in the event of an emergency):-

- a) in the event that continued use would pose a health and safety risk,
- b) to comply with government guidance and good working practice in times of pandemic;
- c) to carry out deep cleaning; or
- d) in the event of a public health emergency.

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 Account Booking Review in the LSE Student Accommodation System 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/Partner or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning or deep 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. We have set out details of what we would anticipate to be typical charges for repairing common types of damage and additional cleaning in the Student Handbook which can be viewed here: lse.ac.uk/currenthallresidents, but any charges levied would reflect the reasonable costs we incur in remedying the damage caused.

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

If you, any Family Member/Partner or your Visitors breach any of the terms of this Agreement then action may be taken against you under the procedure set out below: If the breach relates to your behaviour, we reserve the right to instead deal with the matter in accordance with the LSE Student Accommodation Disciplinary Code.

- 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.;
 - (d) refer the matter to the School Secretary for a formal investigation
- 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 LSE Student Accommodation Disciplinary Code. 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 Accommodation 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 up to and including **1 April 2026** by selecting the option 'Cancel' in your LSE Accommodation Account and following the onscreen instructions. If you experience any difficulties with this process, please email the Accommodation Office at accommodation@lse.ac.uk in advance of the above date to receive assistance.

6.1.2 Provided that you terminate this Agreement in accordance with Clause 6.1.1, this Agreement will terminate and we will refund any Deposit that has been paid to you as soon as reasonably practicable.

6.1.3 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 either in the LSE Student Accommodation System or online at <http://www.lse.ac.uk/student-life/accommodation/change-requests/moving-out-early>). 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 28 days before the date on which the Account Booking Review in the LSE Student Accommodation System and Confirmation of Accommodation Document states that the Period of Residence will end;
 - (b) the proposed End Date must be a minimum of 5 working days after the date on which the completed early leaver form is returned to the Accommodation 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, 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 Accommodation 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, 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 Accommodation 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, 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
- 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) 2.8.10 and 2.8.11 (health and safety) 2.10.3 (fire safety) 3.5 (our rights in relation to health and safety risks) 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.

If the Agreement is terminated in the circumstances referred to in Clauses 6.4.1 or 6.4.3, we require that you vacate the Accommodation within the period of 28 days from the date that we notify you of termination. If the Agreement is terminated in the circumstances referred to in Clause 6.4.2, we require that you vacate the Accommodation within the period of 72 hours from the date that we notify you of termination.

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 a 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, any Family Member/Partner 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 6.4, 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 <https://info.lse.ac.uk/staff/divisions/residential-and-catering-services/queries-or-complaints> and you may refer the complaint to the Office of the Independent Adjudicator (<https://www.oiahe.org.uk/>).

If you are unable to access this web link, please contact the Accommodation 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 <https://info.lse.ac.uk/staff/divisions/residential-and-catering-services/queries-or-complaints>.

If you are unable to access this web link, please contact the Accommodation 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. If you are unhappy with any decision we make relating to a matter that is being dealt with under the LSE Student Accommodation Disciplinary Code, you may appeal that decision in accordance with the procedure set out in the LSE Student Accommodation Disciplinary Code.

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 Accommodation 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 By Accepting this Agreement, you acknowledge that we may need to process your personal data for the purposes of complying with our obligations and exercising our rights under this Agreement and in accordance with the Data Protection Laws including for the purposes of: (i) administering this Agreement (which may include sending communications to you and/or processing any payments made by you); (ii) using CCTV systems to monitor and collect visual images for the purposes of security and the prevention and detection of crime; and (iii) as otherwise permitted by the Data Protection Laws.

9.2.2 We will process your personal data on the basis that:

- (a) such processing is necessary for the performance of our contract with you; and
- (b) we have a legitimate business interest in administering and maintaining the standard and security of the Accommodation. We consider it reasonable for us to process your personal data as outlined in this Clause 9.2 as such processing is necessary for the purposes of this legitimate interest and does not unreasonably intrude on your privacy.

9.2.3 Some of the personal data processed in accordance with this clause 9.2 may include sensitive personal data (defined as 'special categories of personal data' under the UK GDPR), including information about your physical or mental health or any condition(s) which you disclose to us and which may be processed to determine the extent to which we are able to make reasonable adjustments in respect of the Accommodation we provide.

9.2.4 We will treat the information you provide confidentially and your sensitive personal data will be processed by us only with your express consent as separately provided. Please refer to our privacy statement for more details which can be accessed at <https://www.lse.ac.uk/lse-information/privacy-policy>. If you are unable to access this web link please contact the Accommodation 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.

9.2.5 We may share your personal data (including sensitive personal data with your express consent as separately provided) with the owner of the Accommodation (if not us) and our/the owner's contractors and your Sponsor (if you have one) as required in connection with this Agreement or the Accommodation.

9.2.6 Exceptionally, in accordance with the Data Protection Laws, we may process your special category personal data without your consent if we consider that it is necessary to do so to protect you from physical, mental or emotional harm, or to protect your physical, mental or emotional well-being.

9.2.7 We, the owner of the Accommodation (if not us) and our/the owner's contractors may also process personal data about the commission or alleged commission of criminal offences,

which we may report to the police or other relevant authority for the purposes of the prevention, investigation or detection of crime.

9.2.8 You have a number of rights under the Data Protection Laws in relation to the way we process your personal data, which are set out below. You may contact the Accommodation Office to exercise any of these rights.

You have the right to:

- (a) request access to your personal data
- (b) ask us to rectify your personal data
- (c) ask us to erase your personal data
- (d) ask us to restrict or block the processing of your personal data;
- (e) port your personal data;
- (f) object to our processing of your personal data;
- (g) withdraw your consent, where we are relying on your consent to process your personal data.

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 Accommodation Office or 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 in full by 20 June 2026.
- 1.2. Please note that we do not accept cash payments or payments by cheque or bank draft. Information on how we accept payments is available at <http://www.lse.ac.uk/student-life/accommodation/prices-and-payments/how-to-pay-for-accommodation>

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. 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 <http://www.lse.ac.uk/student-life/accommodation/prices-and-payments/how-to-pay-for-accommodation> .
- 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.

Please note that we do not accept cash payments or payments by cheque or bank draft. Information on how we accept payments is available at <http://www.lse.ac.uk/student-life/accommodation/prices-and-payments/how-to-pay-for-accommodation>

- 3.3 We will deduct the Holding 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 Holding Deposit from that payment; or
 - 3.3.2 if you have elected to pay the Licence Fee in termly instalments, we will deduct the Holding Deposit from your first instalment (as notified in the Account Booking Review in the LSE Student Accommodation System).
- 3.4 We will hold the Security Deposit to protect against the risk of you causing damage to the Accommodation. As soon as possible after you vacate the Accommodation, we will conduct a check of the Room and will deal with the Security Deposit as follows:-
 - 3.4.1 provided that the Room has been left in the condition it was in when you moved into the Accommodation, the Security Deposit will be returned to you as soon as reasonably practicable;
 - 3.4.2 if damage has been caused to the Room or if the Room is left in a condition which means that deep cleaning is required, we will be able to use the Security Deposit to cover the proper cost of repairing any damage to the Room or deep cleaning the Room and any remaining Security Deposit (if any) will be returned to you as soon as reasonably practicable after such costs have been incurred.

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 LSE Student Accommodation System 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 account in the LSE Student Accommodation System, 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 Account Booking Review in the LSE Student Accommodation System 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.

Account Booking Review

Means the Booking Review summary page in your online LSE Student Accommodation System 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 all accommodation fees are also available for review at:

<https://www.lse.ac.uk/student-life/accommodation/prices-and-payments>

If you are unable to access this web link please contact the Accommodation 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.

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 Account Booking Review in the LSE Student Accommodation System; and
3. the LSE Student Accommodation Disciplinary Code (which will take precedence in the event of any contradiction between them and the Ts & Cs and/or the Account Booking Review in the LSE Student Accommodation System).

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.

Data Protection Laws

Means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003

Deposit

Means the deposit as specified in the booking process in the LSE Student Accommodation System, which is comprised of the Holding Deposit and the Security Deposit.

E-mail Notification

Means the e-mail that first year conditional offer students will receive from LSE confirming that the booking in the LSE Student Accommodation System 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/Partner

Means the person(s) (if any) named in the Account Booking Review in the LSE Student Accommodation System as the "Named Family Member" (being other people who can live with you).

Hall

Means the specific hall named in the Booking Review in the LSE Student Accommodation System together with any external areas of the hall which are owned by us (e.g. car parks, roads or gardens which adjoin the hall).

Head of Residential Life

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

Health and Safety Guidance

Means:-

(a) our health and safety policies (including any policies relating to infectious disease, COVID-19 and pandemics);

(b) any health and safety legislation and regulations; and

(c) any government guidance or Public Health England advice applicable in times of pandemic, the COVID-19 crisis or other public health crisis (including requirements for social distancing, requirements to wear a face mask, limitations on mass gathering, requirements for quarantine or self

isolation before or upon arrival at Hall, COVID-19 diagnostic and surveillance testing before or upon arrival at Hall, contact tracing, disinfection protocols and restrictions on Visitors).

Holding Deposit

Means the sum of £110 paid by you to us, if you have a booking for an individual person in a single room or space in a shared room, or the sum of £210 if you have a booking in a double room, which has been paid to reserve the Accommodation and which you have agreed we may deduct from your Licence Fee in accordance with paragraph 3.3 of Schedule 1.

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 Account Booking Review in the LSE Student Accommodation System prior to formation of this Agreement.

LSE Student Accommodation System

Means our online student accommodation system, which you can access using the same credentials used to create either your LSE Public Account (for new applicants to the School), or to access LSE For You, if you have previously created an account in that system.

LSE Student Accommodation Disciplinary Code

Means our Student Accommodation Disciplinary Code which can be reviewed at <https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/StuAccomDiscCo.pdf>

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

Period of Residence

Means the period starting and ending on the dates specified in the Account Booking Review page in the LSE Student Accommodation System (unless the Agreement ends earlier in accordance with the terms of this Agreement).

Accommodation Office

Means LSE Accommodation Office, London School of Economics and Political Science, 4th Floor, Clement House, Houghton Street, London, WC2A 2AE

Room

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

Security Deposit

Means the sum of £140 paid by you to us if you have a booking for an individual person in a single room or space in a shared room, or the sum of £290 if you have a booking in a double room, which we will hold as security to protect against damage to the Accommodation.

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

If you are unable to access this web link, please contact the Accommodation 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.