

LHA London Ltd

Registered Offices: 11 Belgrave Road, London SW1V 1RB

Conditions of Agreement to Provide Accommodation (THE RULES)

LHA London is a charity (registered number 1069428) whose principal object is the provision of low cost hostel accommodation to those of limited means studying or working in London.

1. PROVISION OF ACCOMMODATION

1:1 Upon payment of the appropriate charge (plus value added tax) and completion of the House Reception Record Form (HRR form) LHA London Ltd may provide accommodation in hostels from week to week, e.g. 10:30 hours on Saturday to 10:30 hours on the following Saturday ("WEEKLY BASIS").

1:2 To stay on a WEEKLY BASIS, you must:

- a)** Either be in employment or be a student, and
- b)** agree to stay with LHA for a period in excess of 14 nights and to pay at least 1 week in advance and pay the weekly rate deposit on confirmation of booking.
- c)** Residents who book or pay on the weekly rate but either leave prior to the completion of a 14 day period or do not take up their booking will forfeit the weekly rate deposit.
- d)** The weekly rate deposit is intended to cover the cost of any breakages, damage or loss to LHA of property or equipment or as listed in 1:2(b) and 1:2(c).

The deposit or part thereof will be used in payment or part payment of the charges for the last week or occupancy.

- e)** Assuming compliance with these conditions there is no limitation on the duration of residency with LHA.

1:3 If staying on a WEEKLY BASIS you must pay for your accommodation weekly in advance, before the start of the week concerned; normally this will be on the Friday preceding the week in question. References may be required.

2. PROVISION OF DAILY ACCOMMODATION

2:1 Certain amenities, such as daily lettings, are deemed to be trading activities. These are carried on by LHAS which is the wholly-owned trading subsidiary of LHA.

2:2 Upon payment of the appropriate charge (plus value added tax) LHAS may provide accommodation in hostels on a day-to-day ("DAILY BASIS").

2:3 If staying on a DAILY BASIS you must pay for your accommodation in full in advance. No accommodation deposit is charged.

3. ACCOMMODATION

3:1 In the case of a Full Catering Hostel LHA or LHAS (as the case maybe) provides: Bed, breakfast and evening meal on Monday to Friday and on Saturday and Sunday, bed, breakfast and either lunch or early dinner.

3:2 In the case of a Self Catering Hostel LHA or LHAS (as the case maybe), provides the bedroom and the use of a kitchen.

3:3 The offer by LHA or LHAS of the use of bedroom accommodation and related facilities and its acceptance by you, constitutes a licence for such use on a TEMPORARY BASIS. Such licence does not entitle you to exclusive possession and you may be required at any time to move from one room to another if LHA or LHAS consider this to be desirable.

3:4 All licences granted by the LHA or LHAS are “excluded licences” for the purpose of the Protection from Eviction Act 1977. (Protection from Eviction [excluded licences] Order 1991).

3:5 Accommodation is allocated on a personal basis and you may not allow any other person to use the accommodation. Sub-letting is not permitted.

3:6 LHA or LHAS may exclude any person from any part of any Hostel without giving any reason for such exclusion.

4. NOTICE TO LEAVE BY PERSONS STAYING AT THE HOSTEL

4:1 After arrival you must give the House Manager of the Hostel the following notice or payment in lieu to terminate an agreement to provide accommodation:

- a)** If staying on a DAILY BASIS, at least 24 hours notice;
- b)** If staying on a WEEKLY BASIS, at least one week’s notice in writing. Failure to give due notice will lead to the deposit being retained as payment or part payment. Residents booking on the weekly rate will forfeit their deposit in the event of cancellation non-arrival or if they leave prior to the completion of a 14 night period and will be charged at the daily rate for the nights they stay.
- c)** Residents booking or paying on the Daily Rate who cancel 24 hours* prior to arrival will receive a refund of all money paid # minus 1 night. No refunds will be given for cancellations of less than 24 hours* prior to arrival. Furthermore, following your arrival no refunds will be given for early departure of your booking.

*** 24 hour period takes effect from 12:00 hrs (GMT) on the day prior to your booking arrival.**

This excludes any promotional rates

4:2 You are referred to Rule 21 for notice given by LHA or LHAS.

4:3 LHA and LHAS reserves the right to retain any deposit previously paid, in lieu of notice and to demand any such additional payment so as to cover the charge for any accommodation vacated without the required period of notice.

5. MEALS

Meals will be served in a Full Catered Hostel at the times posted in the Hostel.

6. PUBLIC ROOMS

The public rooms (such as laundry, television rooms and the lounge) in the Hostel are normally closed at 23:00 hours and opened at 08:00 hours. Only with the prior agreement of the House Manager may the public rooms remain open after 23:00 hours. The dining room is normally open only during the meal times.

7. STAFF & VOLUNTEER ROOMS

Rooms allocated to LHA, LHAS staff, volunteers, and the catering and kitchen areas in Full Catering Hostels are ‘out of bounds’ to persons staying at the Hostel.

8. HEALTH AND SAFETY

8:1 You should keep the accommodation allocated to you in a reasonable, clean and tidy state, limiting your personal belongings to the minimum. Unless the agreement to provide you with accommodation will expire on that day, you should make your bed each morning.

8:2 When requested, you should leave the accommodation allocated to you to allow cleaning to be carried out (normally between 09:00 hours and 13:00 hours).

8:3 You must acquaint yourself with the fire and safety precautions, the fire escape evacuation routes, the location of fire exits and the assembly point; if in any doubt, please ask the House Manager.

8:4 If you are in contact with or contract any contagious or infectious disease you should report such a fact to the House Manager immediately.

8:5 You must not prepare or cook any food in any bedroom nor in any other room of the Hostel except as provided in Rule 8:6 hereof nor remove any food, crockery, cutlery or glassware from the dining room.

8:6 In the case of Self Catering Hostel the following conditions will apply;

- a) You must prepare and cook the food only in the kitchen area allocated for that purpose and in no other part of the Hostel whatsoever;
- b) After you have finished cooking you should clean the cookers and other kitchen equipment that you have used;
- c) You must report any breakages of kitchen equipment to the House Manager of the Hostel immediately and you will be responsible for replacing at your own expense any equipment that you damage;
- d) You must only use the self-catering facilities during the hours permitted by the House Manager and when using the kitchen equipment you should have regard to the equipment and wishes of other users.

8:7 An excess of personal effects in residential rooms restricts cleaning and can also be hazardous (e.g. obstructing emergency evacuation), as such, excessive amounts of personal effects constitute a health and safety hazard. Therefore, LHA and LHAS require not only that amount of personal belongings brought into a residence be limited but also any item not in regular use be packed in a secure container and stored in the area provided.

It's important you have your own personal insurance for your belongings. The LHA takes no responsibility and has no liability for the loss or damage to your belongings on our premises.

8:8 Please note all LHA buildings are no smoking areas. This includes the immediate vicinity of the main entrances to the buildings and any internal courtyards.

9. ELECTRICAL AND OTHER APPARATUS

9:1 You should not connect any other electrical apparatus to the mains electrical supply or use the same without having obtained prior permission from the House Manager; the House Manager may prescribe the means by which the apparatus is supplied with mains electrical supply and may revoke any permission previously granted.

“Electrical apparatus” includes radio, television, computers, music playing devices, refrigerator, heater, electric razor, and hair dryer or any other apparatus or device connected directly to the mains electrical circuit.

The possession of your own television set requires you to have a valid TV licence.

9:2 You may not bring into or use in the Hostel any gas or electrical or paraffin heater or any cooking apparatus.

9:3 If you use any unauthorised apparatus connected to the mains electrical circuit you may be required to pay all charges for electricity consumed.

9:4 Unauthorised connection to or tampering with electrical supplies could constitute an offence under the Health and Safety legislation and could lead to legal action against the perpetrator and immediate termination of residency.

10. FIXTURES AND FITTINGS

You should not add to, change, or in any other way interfere with the electrical cables, switches, junctions or points (except as the House Managers may prescribe under Rule 9 hereof) or the pipes, taps or other apparatus installed in connection with the supply or use of electricity, hot or cold water or gas or the internet cable installation, or with any other furniture

fixture or fittings (including curtains) in the Hostel.

Tampering with fire appliances, detection units and signage is a criminal offence and will result in management action being taken against those responsible.

Any action which may put the safety of the building or its occupants at risk could constitute an offence under Health and Safety legislation. (Rule 9:4 above). Vandalism could constitute an offence under the Act. In addition LHA reserves the right to recover from residents the full cost of repairs arising out of acts of vandalism or unauthorised alterations to the premises. Please report immediately to the House Manager any damage or fair wear and tear in your room and the matter will be dealt with as soon as possible.

11. INFLAMMABLE AND OFFENSIVE ARTICLES

You must not store or bring into the Hostel any article that is especially combustible, flammable or of a dangerous nature, including candles (or anything with a **naked flame** such as incense burners), fireworks, fire-arms, ammunition, explosives, gas cylinders or any offensive weapon or chemical.

Note the implications of contravening legislation governing Health and Safety (Rules 9:4 and 10).

12. NUISANCES

12:1 You are requested to keep noise to a minimum particularly between 23:00 hours and 07.00 hours both inside and externally in the vicinity of the hostel.

12:2 You may not do or allow to be done in any part of the Hostel any act, matter or thing which may be or tend to be a nuisance or annoyance or inconvenience to any person in the Hostel or neighbouring property of the LHA or LHAS.

13. VISITORS

13.1 Visitors are not allowed to enter or remain in the Hostel between 23:00 hours and 08:00 hours nor at any time in the dining room or any bedroom without prior permission of the House Manager. LHA and LHAS may require visitors to leave and / or may exclude them from the Hostel at any time.

13:2 You may not visit other bedrooms between 23:00 hours and 10:00 hours.

13:3 Residents are responsible for their visitor's good conduct and must escort the visitor at all times during their visit.

14. INJURY AND LOSS, ETC.

14:1 Neither LHA nor LHAS accept any liability for any damage, destruction or financial or consequential loss whether in contract or in tort or by statute or otherwise howsoever whether to property or to goods, due directly or indirectly to the act, neglect or default of LHA or LHAS or any person including persons staying at the Hostel or to the condition of the Hostel or anything therein, and whether or not such property or goods were in the custody, care and control of any employee of LHA or LHAS or any of its employees. Without limiting the generality of the foregoing, neither LHA or LHAS has any responsibility for the losses of or damage to your personal property, and you are advised to ensure that your room is left locked and secure at all times, and to take out personal contents insurance in your own name for your possessions.

14:2 You are liable for and shall indemnify LHA and LHAS against any loss, damage or injury incurred by or affecting LHA or LHAS whether due directly to your act, neglect or default or that of any persons you or other person authorised by you to be in the Hostel or due directly or indirectly to the presence or use or condition of any of your own or such person's property.

15. ALCOHOLIC DRINK

You may not bring into or keep alcoholic drink in the Hostel without prior permission from the House Manager.

16. BUSINESS ACTIVITIES

You may not carry on or permit to be carried on any trade, business, manufacture or occupation in the Hostel.

17. GAMBLING

Gambling for money is not permitted in the Hostel.

18. PICTURES / POSTERS

Pictures, posters or other material may not be affixed to any part of the Hostel without the prior permission of the House Manager, and then only by such means and in places as shall be prescribed.

Any item deemed by the LHA or LHAS to be in any way offensive to a member of staff or to another resident in a shared room will be removed.

19. KEYS

If you are given any key or access fob to the Hostel or any part thereof you will pay a deposit at the rate charged from time to time for each key or access fob which deposit will be forfeited if you fail to return the key or access fob on demand. Replacement keys or access fobs may be provided on payment of the charge current at the time of replacement. Any such key or replacement key or access fob provided to you remains the property of LHA or LHAS (as the case may be).

Keys or access fobs are not to be loaned to any other persons, resident or otherwise.

20. ON LEAVING THE HOSTEL

20:1 On the day of your departure, you must leave the Hostel taking all your personal belongings by 10.30 hours. In the event of termination by LHA or LHAS under Rule 21:2 you must leave forthwith with all belongings on being requested to do so.

20:2 Any property left in the Hostel for a period of 3 months after the expiry or termination of the agreement to provide accommodation will become the absolute property of LHA or LHAS (as the case may be).

20:3 Any sum due to LHA or LHAS on the date of departure is to be paid in full.

21. TERMINATION OF THE AGREEMENT TO PROVIDE ACCOMMODATION BY LHA

21:1 LHA or LHAS may terminate the agreement to provide accommodation by one day's notice in the case of: persons staying on a daily basis, or, by one week's notice in writing expiring on any day in the case of persons staying on a long term or Weekly basis.

21:2 However, LHA and LHAS reserve the right at any time to require you to leave forthwith and to terminate the agreement to provide accommodation if in its absolute discretion LHA or LHAS consider that you:

- a) are in breach of any Rules; or
- b) cease to meet the qualifications laid down in Rule 1:2; or
- c) behave in a manner unsatisfactory to LHA or LHAS.

22. RIGHT OF ENTRY AND REMOVAL

LHA, LHAS and their duly noted authorised employees and / or agents have the right to enter any room allocated to you, at any time and for any purpose. Without limiting the generality of LHA's and LHAS's (and its duly noted employees and / or agents) right to enter your room for any purpose, by way of example of common occasion that this right will be exercised is in the case of cleaning and repairs / maintenance. Further, LHA or LHAS may, when in their absolute discretion circumstances demand it, examine your personal effects and either require you to

desist from using and / or to remove from the Hostel anything in your possession or power. Where necessary LHA or LHAS may remove any such thing themselves. Residency at one LHA hostel does not constitute automatic right of entry to any other LHA property. Visits to other residences are governed by Rule 13 (i.e. visits will be as guest of resident).

23. THE CHARGES

LHA and LHAS reserve the right to amend its charges from time to time and upon one month's notice in the case of long term residents who have been in occupation for more than four consecutive weeks. The posting of a notice to this effect in the Hostel entrance area will be sufficient notice of the amendment.

Accounts are to be paid at least one week in advance. Failure to do so will incur a late payment charge (currently 5%) charged on the outstanding amount and subsequently to termination of residency.

24. REFUNDS

If you do not use the bedroom accommodation or take any meals in Catering Hostels you will not be entitled to a refund or any part of the charges paid by you.

25. AMENDMENT OF CONDITIONS

LHA or LHAS reserve the right to amend or add to or delete from these conditions with respect to the Hostel at any time forthwith by affixing a copy of such amendment or addition or deletion to the notice board of the Hostel.

26. RIGHTS TO EXCLUDE & MOVE RESIDENTS

26:1 LHA and LHAS may exclude a guest from any part of the Hostel without giving any reason for such exclusion.

26:2 LHA and LHAS reserve the right at any time to substitute different accommodation for that currently occupied by a guest.

26:3 Residents are expected to maintain a high standard of hygiene at all times and to be acceptably dressed when using the public rooms.

26:4 LHA and LHAS reserve the right to temporarily withhold the use by residents of any public room or rooms during such hours as may be necessary if required for other purposes to do with LHA or LHAS business.

26:5 Guest tenure is limited to a maximum length of time at designated LHA sites. The tenure starts from the first day of occupancy at those sites and guests are expected to have made arrangements and given appropriate notice to leave prior to the last day of their tenure. Where a guest stays over the allocated tenure the agreement will be deemed to have lapsed and they may be asked to leave with immediate effect. Current designated sites:

Torquay House. W2 5EJ: maximum tenure of 4 years.

27. COMPLAINTS PROCEDURE

Should you wish to make a complaint against LHA or a member of LHA staff please do so initially to the site manager of the relevant hostel.

If you are not satisfied with the response from the hostel then you should submit your complaint in writing to Customer Services, LHA London, 11 Belgrave Road, London, SW1V 1RB or by email to customerservices@lhalondon.com