LHA London Ltd
Registered Offices: 54 Eccleston Square, London, SW1V 1PG

LHA Conditions of Agreement to Provide Accommodation ("WEEKLY BASIS")
(GENERAL BOOKING TERMS AND CONDITIONS)

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover**. These are the terms and conditions on which we supply services to you.

These terms only apply if you are booking to stay for 14 nights or more ("WEEKLY BASIS"). If you are booking for less than 14 nights ("DAILY BASIS") our daily booking terms will apply and these are available on request.

1.2 **Why you should read them**. Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are**. We are LHA London Limited a company registered in England and Wales. Our company registration number is 00363816 and our registered office is at 54 Eccleston Square, London SW1V 1PG. Our registered VAT number is 701 8112 81 LHA London Limited 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 the United Kingdom.

2.2 **How to contact us**. You can contact us by telephoning our bookings team at 0203 911 5656 or by writing to us 54 Eccleston Square, London, SW1V 1PG

2.3 **How we may contact you**. If we must contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

3. QUALIFYING CRITERIA

3.1 As we are a registered charity with a specific object, we are only permitted to allow certain qualifying people to reside in our properties. To be able to use our accommodation you must be

(a) in employment, a job seeker or a student; and

(b) over the age of 18

4. OUR CONTRACT WITH YOU

4.1 **How we will confirm your booking**. Our acceptance of your booking will take place when we email you to accept it, you confirm the details are correct and you pay the holding deposit, at which point a contract will come into existence between you and us.

Upon receipt of this confirmation, it is your responsibility to check all details confirmed are correct**.**

If no confirmation is received, it is your responsibility to contact us to confirm the status of your booking request.

4.2 **If we cannot accept your booking**. If we are unable to accept your booking, we will inform you of this in writing and will not charge you anything. This might be because of lack of availability or for any other reason at our discretion.

5. DISCUSSING YOUR BOOKING

5.1 Bookings can only be discussed and amended by the person named on the booking form that the booking relates to and whose details are held on record by us.

6. FIXED PERIOD OF OCCUPATION AND EXTENSION

6.1 **You are required to give both an arrival and departure date at the time of booking and as such this contract is agreed on a fixed period of occupation basis.**

6.2 You must leave the accommodation by 10.00 am on the last day of your booking.

6.3 If there is more than one week left of your original booking and you wish to cancel the contract and leave the accommodation sooner than your original date of departure, you may do so if you give us at least one week's written notice (or make payment in lieu of notice). **If you do not give the required notice or make a payment in lieu of notice, you will still be charged** for a week's accommodation even though you are not using the accommodation; this is because we will be unable to re-let the room for that week and so would otherwise lose that income.

6.4 If there is less than one week left of your original booking then you may not cancel the contract and will be required to pay for the entirety of your booked stay, even if you leave the accommodation sooner than your original date of departure.

6.5 If you wish to extend your stay beyond the fixed period, you should contact us as soon as possible. Any extension will be subject to availability and, even if an extension is possible, we cannot guarantee that you will be able to stay in the same room.

7. MINIMUM DURATION OF STAY

7.1 The minimum period of stay under these terms is 14 nights. If you wish to stay for less than 14 nights, please contact us to discuss our daily booking terms which are offered by our trading company, LHA Services Ltd.

8. MAXIMUM DURATION OF STAY

8.1 The maximum length of stay in any of our properties is 4 years. Once the maximum stay length has been reached you will not be able to stay in any of our properties for at least 2 years. After this period reapplications may be considered subject to availability and continuing to meet our qualifying criteria. Priority will always be given to first time residents.

8.2 The 4 year period referred to in clause 8.1 starts from the first night of occupancy at any LHA property sites and you must ensure that you have made arrangements and given appropriate notice to leave prior to the last night of the 4 year period. If you seek to stay for more than 4 years, this agreement will be deemed to have lapsed, and we may ask you to leave with immediate effect.

9. DEPOSITS, PAYMENTS AND DAMAGE CHARGES

9.1 **Where to find the price for the accommodation**. The price of the accommodation (which includes VAT) will be the price indicated on our website but may change in accordance with clause 15.

9.2 Once we have confirmed availability, to confirm your booking, you must pay a **holding deposit** equivalent to one week's accommodation charge

9.3 For the purpose of paragraph 2(2) of Schedule 2 of the Tenants Fees Act 2019, by making your booking you agree that the check-in date on your booking is the 'deadline for agreement' day.

9.4 If you do not check-in on the date stated on your booking, your booking will be cancelled, and you will **lose your holding deposit**, which we shall keep.

9.5 For the purpose of paragraph 6(3) of Schedule 2 of the Tenants Fees Act 2019, by checking-in you agree and consent that once you have checked-in, the holding deposit shall from that point onwards be treated as a **licence deposit.**

9.6 If you vacate the accommodation within 14 nights of checking in, then you will **lose the licence deposit**, which we will keep (unless you have paid in advance for the 14 nights, in which case the licence deposit will not be lost (save to extent that deductions are made pursuant to clause 9.8(a) , but any advance payment of accommodation charges shall not be refunded.

9.7 We will refund the Licence Deposit within 10 working days of your departure, but

(a) may make reasonable **deductions from the licence deposit** to cover the cost of any breakages, damage or loss to us or our property or equipment, which has been caused by you; and

(b) may **deduct from the licence deposit** any amount due under either clause 6.3 or clause 6.4.

9.8 If the licence deposit is not enough to cover the deductions and charges referred to in clause 9.8(a)and 9.8(b) then we may demand payment of the difference from you and payment must be made by you within 14 days of it being demanded.

9.9 Upon arrival you are required to pay your first week's accommodation charge in order for you to be checked in and given access to your accommodation.

9.10 We do not accept cash payments, only payment by debit or credit card is accepted.

9.11 When you make your first payment you are agreeing for us to store your card details within LHA London's secure billing system and that all future payments will be taken automatically through our recurring card payments system.

9.12 Recurring card payments are automatically debited from your card every Friday when the charge becomes due. The automatic billing takes place at 3 am on a Friday morning. For more information on recurring card payments please visit our *FAQ's*.

9.13 The weekly payment you make is for a week's accommodation in advance. A week is classed as from Saturday 10am to Saturday 9.59am.

9.14 **We will pass on changes in the rate of VAT**. If the rate of VAT changes we will adjust the rate of VAT that you pay.

10. BASIS OF OCCUPATION

10.1 Your booking and our acceptance of your booking will create a **licence** to use allocated accommodation and associated facilities on a temporary basis.

10.2 The licence will not entitle you to exclusive possession of any part of our property and we may at any time require you to move from one room to another; we sometimes need to do this if, for example, we are redecorating or carrying out work to the property or if we simply need to reallocate rooms.

10.3 By virtue of the Protection from Eviction [Excluded Licences] Order 1991, the licence granted to you will be an "excluded licence" for the purpose of the Protection from Eviction Act 1977.

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

10.5 We may exclude any person (including you and your guests) from any part of our properties without giving any reason for such exclusion.

10.6 We (and any of our employees, agents or contractors) have the right to enter any room allocated to you, at any time and for any purpose including, but not limited to, for the purpose of cleaning and maintenance. Without limiting this right,

10.7 Residency at one LHA hostel does not constitute automatic right of entry to any other LHA property. Visits to other residences must be as a guest of residents at those residences.

10.8 We 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 the management of the building or any other purposes to do with our business.

11. DEPARTURE

11.1 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 of the contract by us you must leave immediately with all belongings on being requested to do so.

11.2 **You irrevocably appoint us as your agent to store or dispose of anything you leave at the hostel** for more than ten working days after your departure or termination of this agreement (if earlier). We shall not be liable to you by reason of that storage or disposal. You will pay any costs or losses incurred by us in respect of the storage or disposal of your belongings and in respect of any claim made by a third party in relation to that storage or disposal.

11.3 Any property left in the hostel for more than 1 month after your departure or termination of this agreement (if earlier) will become our absolute property.

11.4 Any sum due to us on the date of departure is to be paid in full on the day of departure.

12. RESIDENT CODE OF CONDUCT

12.1 **You are required to comply with the resident code of conduct** set out in the schedule to this agreement

13. CONTENTS INSURANCE

13.1 Whilst some contents cover insurance is provided by Endsleigh Ltd on our behalf, you are responsible for confirming that the level of cover is sufficient for your needs. Details are available on request.

14. OUR RIGHTS TO MAKE CHANGES

14.1 We may amend, add to or delete from these conditions at any time with immediate effect by placing a copy of such amendment or addition or deletion to the notice board of the hostel to which your booking relates. We may only amend the cost of accommodation as set out in clause 15 below.

14.2 If you are not happy with any amendment, you may end this agreement on one week's written notice without penalty (you would just have to pay for the period up to when you leave and also any other applicable charges, such as the cost of damages and/or arrears)

15. OUR RIGHTS TO CHANGE PRICES

15.1 After you have been in residence for more than two weeks, we may at any time after that amend the amounts charged to you by giving you one month's notice. We may give you this notice either in writing or by placing a notice of the changes on the notice board of the hostel to which your booking relates.

15.2 If you are not happy with any price increase, you may end this agreement on one week's written notice without penalty (you would just have to pay for the period up to when you leave and also any other applicable charges, such as the cost of damages and/or arrears)

16. MATTERS OUTSIDE OF OUR CONTROL

16.1 **We are not responsible for matters outside our control**. If we are unable to provide the booked accommodation as a result of an event outside our control then we will contact you as soon as possible to let you know and if possible we will offer you alternative accommodation in one of our other hostels. If we are unable to offer alternative accommodation or you are not happy with the alternative accommodation you may contact us to end the contract and receive a refund of any deposit paid.

17. OUR RIGHTS TO END THE CONTRACT

17.1 We may end the contract with you if:

(a) We give you at least one weeks' notice (expiring on any day) in writing. We do not need to state a reason for serving this notice.

17.2 We may end the contract with you immediately by giving you written notice if:

(a) you are in breach of the terms of this agreement, including the rules set out in the schedule; or

(b) you cease to meet the qualifying criteria set out in clause 3

(c) you do not, when asked to do so, provide us with information set out in clause 18;

(d) you reside at LHA properties for 4 years, but have not left at the end of the 4 year period;

(e) you behave in a manner unsatisfactory to us.

17.3 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 17.2 we will refund any money you have paid in advance for the period after the date of termination, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

18. YOU MUST PROVIDE US WITH VALID ID

18.1 You must provide us with valid ID on arrival at the hostel you have booked. The ID documents provided must match the name on the booking.

18.2 Where a booking is for more than one person the named person on the booking will need to provide proof of identify that matches the name on the booking. ID will also be requested from all other individuals in the booking.

18.3 You will not be allowed to use the accommodation until we have seen the required proof of identity and your attention is drawn to clause 17.2(c).

18.4 You will not be permitted to stay in our properties on a WEEKLY BASIS **unless** evidence of your right to reside in the UK has been provided. The following are acceptable as evidence of that right for all arrivals after the 1st July 2021:

(a) A passport (current or expired) showing that the holder is a British citizen, or a citizen of the UK and Colonies having the 'right of abode' in the UK.

(b) A passport or a passport card (current or expired), showing that the holder is a national of the Republic of Ireland.

(c) A current document issued by the Home Office to a family member of an EEA or Swiss citizen, and which indicates that the holder is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK.

(d) A current permanent residence card issued by the Home Office to the family member of an EEA or Swiss citizen.

(e) A passport or 'other travel document' (current or expired) endorsed to show the holder is either 'exempt from immigration control', has 'indefinite leave in the UK', has the 'right of abode' in the UK, or has 'no time limit' on their stay in the UK.

(f) A certificate of registration or naturalisation as a British citizen.

(g) A current passport or other 'travel document' endorsed to show that the holder is allowed to stay in the UK for a time-limited period.

(h) A current biometric 'residence permit' card issued by the Home Office to the holder, which indicates that the named person is permitted to stay in the UK for a time limited period

(i) A current document issued by the Home Office to a family member of an EEA or Swiss citizen, and which indicates that the holder is permitted to stay in the UK for a time-limited period.

(j) A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the holder may stay in the UK for a time-limited period

(k) A passport of a national of an EEA country, Australia, Canada, Japan, New Zealand, Singapore, South Korea or the USA who is a visitor to the UK, **together** with evidence

of travel to the UK that provides documentary evidence of the date of arrival in the UK in the preceding six months.

18.5 If you are unable to provide the above documentary evidence because:

(a) You have an application or appeal outstanding with the Home Office

(b) or, the Home Office is currently holding your documents

We will need to verify your right to reside in the UK using the Home Office helpline.

19. IF THERE IS A PROBLEM

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

19.2 If you are not satisfied with the response from the hostel then you should submit your complaint in writing to Customer Services, LHA London, 54 Eccleston Square, London, SW1V 1PG or by submitting a support request form either through our website *here,* or through the live chat function on our website *www.lhalondon.com* .

20. LATE PAYMENT

20.1 **We can charge interest if you pay late**. If you do not make any payment to us with 14 days of it becoming due, we may charge interest, which will be calculated by applying, in relation to each day after the due date for which the payment remains unpaid, an annual percentage rate of 3% to the amount that remains unpaid at the end of that day.

21. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

21.1 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

21.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products

21.3 **We are not liable for business losses**. We only offer accommodation for your use in your personal capacity. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

22. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US

22.1 If you or any of your guests cause damage to any part of our properties you will be responsible for paying for the cost of repairs.

22.2 If something you or any of your guests do (or fail to do) causes us a loss or injury, you will be responsible for the loss or damage that is a foreseeable result of such action or inaction.

23. HOW WE MAY USE YOUR PERSONAL INFORMATION

23.1 We will only use your personal information as set out in our privacy policy, which can be found here: *https://lhalondon.com/privacy-policy/*

24. OTHER IMPORTANT TERMS

24.1 **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will let you know if we plan to do this by placing a notice on the notice board of the hostel to which your booking relates. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us putting up the notice and we will refund you any payments you have made in advance.

24.2 You may not transfer the contract or your rights under it to someone else.

24.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

24.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to occupy accommodation, we can still require you to make the payment at a later date.

24.6 **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by English law and you can bring legal proceedings in respect of the services provided by use in the English courts.

25. LHA Rewards Offer

25.1 The “Offer” only applies to selected LHA properties only. Visit https://lhalondon.com/lharewards/ for the full list

25.2 This “Offer” is applicable to new and existing residents of the selected LHA properties who are 18-29 years old and staying on a long-term basis (over 14 nights) in the following shared room types only: twin, triple, dorm.

25.3 For 2019 arrivals onwards, the Offer provides the following discounts:

(a) 5% discount for weeks 1 – 4 of stay (applies from 1st night of stay)

(b) 10% discount from weeks 5 - 12 of stay (applies from 29th night of stay)

(c) 15% discount after week 12 of stay (applies from 85th night of stay)

25.4 Proof of age is required to obtain the Offer.

25.5 The Offer will expire the week following the residents 30th birthday.

25.6 The Offer lasts for a maximum of 1460 nights (4 years).

25.7 The Offer will stop if there is any break in the stay. If the resident returns to an LHA London property later, they will start the discount scheme from scratch.

25.8 The Offer is not valid against nights booked through travel agents such as booking.com, Expedia, HostelWorld, AirBnB etc – all bookings must be made directly with LHA London.

25.9 The Offer is not valid on stays in single rooms or shared ensuite rooms.

25.10 The Offer cannot be used in conjunction with any other offer or discount.

25.11 We reserve the right to make an annual price increase to all rooms. The Offer will not be exempt from these increases.

25.12 This Offer is bound by the LHA London ‘Conditions of Agreement to Provide Accommodation’ (General Booking Terms & Conditions).

25.13 We reserve the right to change the terms of the Offer or to withdraw this promotion at any time on reasonable notice.

SCHEDULE

RESIDENT CODE OF CONDUCT

We take both the health and safety of our residents and our residents ability to enjoy our buildings seriously and ask that all residents abide by our code of conduct to support our aims to create safe and secure environments.

1. RESIDENT CONDUCT

1.1 As part of the licence to occupy residents agree that they will not use the room, for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other residents of the hostel, or neighbours, or any other person. In particular, you will not:

a) smoke in the hostel (including E-cigarettes);

b) bring into or keep alcoholic drink in the Hostel.

c) prepare or cook any food in any bedroom nor in any other room of the Hostel except as provided in clause 9:5 hereof nor remove any food, crockery, cutlery or glassware from the dining room.

d) cause any noise which, if made within the room, can be heard outside the room or, if made within the common areas can be heard outside the common areas;

e) keep or use drugs or psychoactive substances, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971 or the Psychoactive Substances Act 2016);

f) keep or use any firearms, knives (other than kitchen knives), or any other weapons;

g) harass, threaten or assault any other residents, their guests, our employees or any other person;

h) tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems)

i) use designated fire escapes except for the purposes of emergency escape;

j) keep, store or use any gas or oil heater or other fuel burning appliance in the Property, including candles and any other flame lit device;

k) keep any animal, bird, insect or reptile.

l) Register a business at an LHA address

m) Gamble for money on LHA premises.

n) erect any external wireless or television aerial or satellite dish at the Property or hang clothes or fabrics out of the windows or doors of the Property.

1.2 Any action which may put the safety of the building or its occupants at risk could constitute an offence under Health and Safety legislation. Vandalism could constitute an offence under the Act. In addition we reserve the right to recover from residents the full cost of repairs arising out of acts of vandalism or unauthorised alterations to any part of our property.

1.3 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.

1.4 Residents agree to vacate the hostel (and to ensure that any visitors you have also vacate the hostel), immediately whenever the fire alarm is sounded. You should notify us in advance should you have any visitors to the room who may require assistance should it be necessary to evacuate the hostel.

1.5 You should note that tampering with fire prevention/life-saving equipment such as, but not restricted to, fire extinguishers, fire doors and smoke detectors, is a criminal offence (punishable by a fine and/or imprisonment) and it will be treated as a serious breach of the licence to occupy.

1.6 Where a self-catering or pantry kitchen is provided 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.

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.

1.7 You should keep the accommodation allocated to you in a reasonable, clean and tidy state, limiting your personal belongings to the minimum.

1.8 We have a zero tolerance policy on acts of aggression and violence towards both its staff and residents where any act as described above occurs the “LICENCE TO OCCUPY” will be terminated.

1.9 Where the behaviour of a resident impacts negatively upon other residents' enjoyment of the hostel environment we reserve the right to terminate the "LICENCE TO OCCUPY".

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

1.11 The possession of your own television set **or use other technologies in a way that requires a TV licence** requires **you** to have a valid TV licence.

1.12 You must ensure that your room is always locked.

2. VISITORS & GUESTS

2.1 Residents will also make sure that any guests/visitors you may have to the hostel comply with the provisions of clause 1 and you agree that you will be responsible for the conduct of guests/ visitors.

2.2 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. We may require visitors to leave and / or may exclude them from the Hostel at any time.

2.3 All visitors are required to provide photo ID and sign in and out at reception upon arrival and departure.

3. ELECTRICAL AND OTHER APPARATUS

3.1 We are mindful of the impact that electrical items can have on the environment, and also the potential hazards electrical and/or battery-operated products can have in the properties we provide. You're entitled to use our electricity for reasonable purposes, such as charging appliances. The use of high power voltage items such as electric heaters is strictly forbidden and, in most cases, will constitute a breach of the "LICENCE TO OCCUPY". Electrical equipment must be unplugged and switched off when the room is not occupied.

3.2 The use of electrical extension cables is strictly forbidden.

3.3 Due to the fire risks associated with the charging of E-Bikes and E-Scooters the charging of these items is not permitted in any of our properties.

4. FIXTURES AND FITTINGS

4.1 You must not add to, change, or in any other way interfere with the electrical cables, switches, junctions or points 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.

4.2 You must 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.

5. KEYS

5.1 You must keep room keys and/or access fobs secure.

5.2 Replacement keys or access fobs to the hostel or any part thereof may be provided on payment of the actual cost incurred by us in replacing them (a breakdown of such costs will be provided). Any such key or replacement key or access fob provided to you remains our property and must be returned when you leave.

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