

**SPCE**  
**Terms & Conditions – Students**

**1. These Terms**

**1.1 What these terms cover.** These are the terms and conditions on which we supply services to you through the SPCE platform ("Our Platform").

**1.2 Why you should read them.** Please read these terms carefully before you register as a user on Our Platform and receive services from us. These terms tell you who we are, how we will provide information regarding student accommodation to you and facilitate student accommodation for 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 SPCE, registered in England and Wales as SPCE Ltd, registered address The Shard, 32 London Bridge Street, London, SE1 9SG, company number 10341226. References in these Terms to "we", "us" and "our " are to SPCE Ltd. Our VAT number is 271763391.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 0203 457 0385 or by writing to us at [help@liveinspce.com](mailto:help@liveinspce.com).

**2.3 How we may contact you.** If we have to 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 registration, or through the messaging service through Our Platform.

**3. Your registration on the SPCE platform**

**3.1** By registering on Our Platform you are deemed to accept these Terms. You must not register on Our Platform if you do not accept of these Terms.

**3.2** Once you are registered on Our Platform, you will be able to access the SPCE services as detailed at clause 4 below. You will be able to view advertisements for student accommodation, enquire about student accommodation and rent student accommodation through Our Platform where you pay the rent upfront. Please note that you will not be able to rent student accommodation through Our Platform using a weekly rent payment option until we have carried out a successful guarantor check as detailed at clause 5 below and your guarantor has signed up to the guarantee.

**3.3** As a part of the registration process you will be asked to create an individual profile which can be viewed by landlords advertising student accommodation on Our Platform. Please see our Privacy Policy (accessible at [www.liveinspce.com/policies](http://www.liveinspce.com/policies)) for further details as to how we collect, use and store your personal data.

**3.4** You may also create a 'Group Profile' if you wish to rent accommodation with a group of other students. Please note that if your rent will be payable on a weekly basis, we will need a successful guarantee check as detailed at clause 5 below for each individual in the Group Profile.

**3.5** In registering on the Our Platform you agree that:

3.5.1 you will adhere at all times to our Web and App Privacy Policies ([www.liveinspce.com/policies](http://www.liveinspce.com/policies));

3.5.2 from the date on which your student accommodation agreement will commence, you are enrolled or have accepted a place to be enrolled at higher education institution in any country where properties are advertised on Our Platform from time to time;

3.5.3 you are not currently, nor have you ever been, subject to any bankruptcy proceedings; and

3.5.4 you are at least 18 years old and are legally capable of entering into binding contracts.

**4. SPCE services**

**4.1** There are two types of properties that are advertised on Our Platform:

**4.1.1 Sponsored Advertisements.** These are where landlords advertise through Our Platform on a listing only basis. We do not provide any services in relation to these properties and you should contact the landlord directly with the contact details provided in the advertisement to arrange a viewing or enquire further. We do not manage these properties on behalf of the landlord.

- 4.1.2 **SPCE Properties.** In respect of these properties advertised, we will supply services relating to the student rental accommodation including dealing with enquires, arranging property viewings, carrying out guarantor checks, collecting your rent on behalf of the landlord, and in some instances we may provide property maintenance services. The properties may be rented by you through paying rent on a weekly basis (in which case, we require you to have a guarantor as detailed at clause 5 below) or you can choose to pay the whole rent upfront. In instances where you are not able to provide a guarantor situated in the UK, you will be required to pay the whole rent upfront.
- 4.2 The terms in the remainder of this clause 4 do not apply to Sponsored Advertisements.
- 4.3 In respect of these SPCE Properties, you may enquire through advertisements by following the prompts on Our Platform to obtain further details and arrange a property viewing. Property viewings may be carried out by us, one of our agents, or the landlord themselves. You can message landlords through Our Platform.
- 4.4 You can make an application to rent a property through Our Platform. This application constitutes your offer to rent the student accommodation from the landlord. We will pass your details on to the landlord who may contact you for further information. If the landlord accepts your application, we will provide you with a copy of the landlord's student rental accommodation agreement by email. This constitutes the landlord's legally binding acceptance of accommodation to you.
- 4.5 All student rental accommodation agreements are entered into on standard terms, a copy of which can be made available upon request. These standard terms will be populated with your accommodation specific details, such as the rent payable and the duration of the rental term, when we provide you with a copy of the student rental accommodation agreement upon the landlord's acceptance of your application.
- 4.6 If you choose to rent student accommodation through Our Platform by paying rent on a weekly basis, we require you to have a guarantor. This means that we will carry out a guarantor check on behalf of the landlord using the guarantor details you have provided as detailed at clause 5 below.
- 4.7 You will not be able to apply for accommodation where rent is payable on a weekly basis before your guarantor has signed up to the Guarantee on Our Platform, a copy of which can be made available upon request.
- 4.8 If you have any queries regarding the legal terms of student rental accommodation agreement, or if you wish to correct any errors in the terms, you can contact us by telephoning our customer service team at 0203 457 0385 or by writing to us at [help@liveinspce.com](mailto:help@liveinspce.com). If you have any queries regarding your use of the property or conditions of living at the property, please contact your landlord. You can message your landlord through Our Platform.
- 4.9 In order for you to accept the terms of accommodation, you must agree to the possibility of a damage fee being payable by you. This fee may be proposed by the landlord at the end of your rental period if there is damage to property. The maximum damage fee that may be applied is the value of six weeks' rent. If you accept the damage fee proposed, you can make a payment through Our Platform in accordance with clause 8 below. If you dispute the damage fee proposed by the landlord, you may dispute the value of the damage fee in accordance with the procedure set out in clause 15.7 below. Full details regarding the damage fee can be found in your student rental accommodation agreement, and the student rental accommodation agreement governs how and when the damage fee may be payable.
- 4.10 Group Profiles can make enquires to landlords through group chat and make one application for accommodation through Our Platform. However, each individual in the Group Profile will have a separate student rental accommodation agreement with the landlord on a per room basis. Rent and damage fees (if applied) are payable to the landlord by each individual in a Group profile separately, and individuals in a Group Profile will not be jointly responsible for any payments owed by other individuals in that Group Profile.
- 4.11 We facilitate your payment of rent to the landlord through Our Platform. Please see further details regarding payments at clause 8 below. The terms on which your rent is payable is governed by your student rental accommodation agreement entered into with your landlord.
- 4.12 If at any time during your tenancy you do not pay the rent on time as specified by your student rental accommodation agreement entered into with your landlord, we may approach your guarantor to pay any amounts due and not paid.
5. **Guarantor checks and Guarantees**
- 5.1 We require a successful guarantor check before you will be able to rent from any landlord on Our Platform where such accommodation is managed by us. In respect of Sponsored Advertisements, we do not manage that listing on behalf of the landlord for that property and it will be up to that landlord whether they require a guarantor check from you.
- 5.2 The guarantor must be residing in the UK and have a UK bank account.
- 5.3 The guarantor whose details you provide must be able to guarantee the lower of:

- 5.3.1 the total sum of rent payable by you to your landlord over the period of one year; or
- 5.3.2 the total sum of rent payable by you to your landlord over the period of your tenancy if your tenancy is less than one year,

and in addition to one of the above:

- 5.3.3 the value of the damage fee as detailed in clause 4.9 above.
- 5.4 Guarantor details (their name and contact details) are requested through the registration process on Our Platform but you can also upload these details at a later date. You must obtain the guarantors consent to act as a guarantor and for you to share their details with us before you provide their details to us. We will then contact the guarantor to request further details and request their consent to the guarantor check.
- 5.5 We will pass on the guarantor's details to third parties for the purpose of carrying out a credit check. Please refer to our Privacy Policy (available at [www.liveinspce.com/policies](http://www.liveinspce.com/policies)) for full details of how we collect, use and store your personal information.
- 5.6 We will require payment from you to cover our administration costs to carry out a guarantor check. The fee for the guarantor check applies per guarantor so if you provide details for more than one guarantor, we will need to charge you the fee for each and every guarantor.
- 5.7 Our fee for a guarantor check is as advertised on Our Platform from time to time and is inclusive of VAT. If the rate of VAT changes between the dates your request a guarantor check and the date you pay the fee, we will adjust the rate of VAT that you pay, unless you have already paid for the guarantor check in full before the change in the rate of VAT takes effect.
- 5.8 If a guarantor check is not successful, you will still be charged the fee for us carrying out the check.
- 5.9 You will only be able to enter into student rental accommodation agreement once the guarantee is in place.
- 5.10 Guarantors are able to cancel their guarantee at any time. However, if the guarantor chooses to cancel the guarantee at any time during the term of your student accommodation rental agreement, this may give the landlord the right to terminate your student rental accommodation agreement.

## **6. Accommodation advertisements**

- 6.1 All advertisements on Our Platform are prepared by landlords and we have no responsibility for any content in advertisements, nor for the accuracy and completeness of any content in advertisements, whether or not the content in advertisements may result in any liability to any third party. In the event that we become aware of any illegal or offensive content in advertisements, we shall remove this content as soon as practicable after becoming aware of such content.
- 6.2 Advertisements are subject to change at any time and do not constitute binding offer on the landlord or SPCE to offer you student accommodation on such terms.
- 6.3 We are not responsible if properties do not correspond to advertisements and we recommend that you always view the property before accepting a student rental accommodation agreement.

## **7. Your student accommodation agreement with your landlord**

Whilst we will facilitate your student rental accommodation agreement with the applicable landlord (such as the payment of your rent as outlined at clause 8 below), the contract terms constituting your student rental accommodation agreement will be between yourself (and others if you are part of a Group Profile) and that Landlord only. You will be provided with a copy of your student rental accommodation agreement when the landlord accepts your application to rent the property and it is your responsibility to review the terms. We will not enter into a student rental accommodation agreement with you.

All student rental accommodation agreements are entered into on standard terms, a copy of which can be made available upon request.

## **8. Payments**

- 8.1 For all student accommodation advertised on Our Platform (save for where landlords advertise on Our Platform on a listing only basis in which case the landlord will arrange for rent to be paid from you directly with you) we will facilitate your payment of rent to the landlord.
- 8.2 You can make payments through Our Platform by using various debit and credit cards, as advertised on Our Platform. For weekly payments, it is also possible to set up recurring payments.

8.3 Please note that whenever you use a non-European Union debit or credit card to make a payment, you will be charged a small percentage in addition to your payment to cover our administrative costs for processing the payment.<sup>1</sup>

8.4 We use a third party company, Stripe Inc. ("Stripe") to process all payments made through Our Platform. Stripe is a company registered in California with its headquarters at 185 Berry Street, Suite 550, San Francisco, CA 94107.

## 9. Your rights to end the contract

9.1 You can end your contract (the Terms) with us at any time by cancelling your account. However, this will not have the effect of cancelling any student rental accommodation agreement in place with a landlord, so upon cancellation with us you will still have ongoing payment obligations to the landlord to pay rent. Your cancellation right to end your tenancy will depend wholly on the terms of your student accommodation agreement with the landlord and we are not a party to this agreement.

9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract (these Terms) for a reason set out at clauses 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

9.2.1 we have told you about an upcoming change to our services or these Terms that is detrimental to you and which you do not agree to;

9.2.2 there is a risk that supply of the services may be significantly delayed because of events outside our control;

9.2.3 we have suspended supply of services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 48 hours. Please note that we reserve the right to restrict access to Our Platform for shorter periods of time to carry out necessary maintenance;

9.2.4 your student rental accommodation agreement with your landlord has been validly terminated and you can provide evidence that this is the case or the landlord confirms the same to us; or

9.2.5 you have a legal right to end the contract because of something we have done wrong.

Cancelling these Terms will not have the effect of cancelling any student rental accommodation agreement in place with a landlord, so on cancellation with us you will still have ongoing payment obligations to the landlord to pay rent. Your cancellation right to end your tenancy will depend wholly on the terms of your student accommodation agreement with the landlord and we are not a party to this agreement.

9.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days from the date on which the contract is entered into. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

9.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of your student rental accommodation agreement with your landlord after you have accepted the agreement by the method detailed at clause 4.5 above.

9.5 **Have you requested a guarantor check?** If so, you have 14 days after the day we email you to confirm to us that we accept this request. However, once we have carried out the guarantor check, you acknowledge that you cannot change your mind, even if the period is still running. If you cancel after we have started the carrying out the guarantor check, you must pay us for the services provided up until the time you tell us that you have changed your mind.

## 10. How to end the contract with us (including if you have changed your mind)

10.2 **Tell us you want to end the contract.** To end the contract with us, please let us know by visiting your account on Our Platform and opting to delete your account via the "Settings" tab. You may also inform us by Phone or email: Call customer services on 0203 457 0385 or email us at [help@liveinspce.com](mailto:help@liveinspce.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.3 **How we will refund you.** If you are entitled to any refund of sums paid by you, we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.

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<sup>1</sup> Please note that for any cards used within the EU, a ban on surcharging (above the actual cost of processing the payment) will apply from 13 January 2018. However, non-EU cards will not be caught by this ban.

11. **Expiry of the contract and our rights to end the contract**

11.1 This contract will end upon the earlier of (i) the expiry of the provision of the Services or (ii) the expiry or termination of your student rental accommodation agreement (howsoever arising).

11.2 **When we may end the contract.** We may end the contract for a product at any time by writing to you if:

- 11.2.1 you cease at any time to comply with the criteria for using Our Platform as detailed in clause 3.5 above;
- 11.2.2 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- 11.2.3 if you have not paid any payment to us due for rent within 30 days of us reminding you that payment is due in accordance with clause 11.2.2 above, your guarantor does not make payment to us when it is due and your guarantor still do not make payment within 30 days of us reminding your guarantor that payment is due;
- 11.2.4 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, guarantor details;
- 11.2.5 you do not, within a reasonable time, allow us to deliver the services to you, for example, you do not attend arranged property viewings; or
- 11.2.6 at any time if we choose to cease to provide services. In such event, we would refund any payments made by you where we have not already provided the services relating to those payments. Terminating these Terms will not have the effect of cancelling any student rental accommodation agreement in place with a landlord, so on our termination of these Terms you will still have ongoing payment obligations to the landlord to pay rent. Your cancellation right to end your tenancy will depend wholly on the terms of your student accommodation agreement with the landlord and we are not a party to this agreement.

11.3 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.2 we will refund any money you have paid in advance for services we have not provided, for example a guarantor check, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, such as rent owed to your landlord, as compensation for the net costs we will incur as a result of your breaking the contract.

12. **If there is a problem with the services**

12.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0203 457 0385 or write to us at [help@liveinspce.com](mailto:help@liveinspce.com).

12.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these Terms will affect your legal rights or your legal remedies.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

As we provide a product that is **services**, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

12.3 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 12.4 **What to do if you think a charge or rent payable is wrong.** If you think a charge or rent payable is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
13. **Our responsibility for loss or damage suffered by you**
- 13.1 **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 sales process.
- 13.2 **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 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
- 13.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 13.4 **We are not liable for business losses.** We only supply the services through Our Platform or otherwise for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
14. **How we may use your personal information**
- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 14.1.1 to supply the services to you;
- 14.1.2 to process your payment for the products; and
- 14.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 14.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do. Please refer to our Privacy Policy (available at [www.liveinspce.com/policies](http://www.liveinspce.com/policies)) for full details of how we collect, use and store your personal information.
- 14.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 14.4 Please refer to our Privacy Policy (available at [www.liveinspce.com/policies](http://www.liveinspce.com/policies)) for full details of how we collect, use and store your personal information.
15. **Other important terms**
- 15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this.
- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if the person to whom you wish to transfer your rights to does not have a satisfactory credit check result clause 5 above.
- 15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its Terms.
- 15.4 **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.
- 15.5 **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.

- 15.6 **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 products in the Courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 **Damage fee disputes.** In accordance with clause 4.9 above, at the end of your rental period, a landlord may propose a damage fee of up to 6 weeks' rent if you damage the property during your rental period. You will receive an email notifying you of a proposed damage fee. If you dispute the damage fee (whether in whole or part) you can submit a counteroffer to the landlord of your proposed damage fee, or that you dispute the damage fee entirely. The landlord may then submit a counteroffer. This process of counteroffers will continue for up to a maximum of 72 hours. If at the end of the 72 hours no agreement has been reached between yourself and the landlord, SPCE will then step in to act as an independent arbitrator to decide a reasonable damage fee (if one is to be applied at all). You agree that SPCE's decision will be binding.
- 15.8 **Alternative dispute resolution.** Please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>.