



DATED

20

(1) NIDO SPITALFIELDS LIMITED

- and -

(2)

LICENCE AGREEMENT
relating to

Nido Spitalfields,
9 Frying Pan Alley, London E1 7HS

AGREEMENT FOR CLUSTER **APARTMENT**

[No EI - Student pays all Licence Fees
(including Licence Fee Prepayment)
and Damage Deposit]

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1. MAIN TERMS OF THIS AGREEMENT

Date:	this agreement is made on	20	between us and you the for the Licence Period
Apartment:	apartment number	on the	floor of the Building
Bedspace:	your designated bedspace in the Apartment including the Ensuite shower room and toilet within that bedspace		
Licensor ("we", "us"):	NIDO SPITALFIELDS LIMITED (company number 6059074) whose registered office is at 9 Kingsway, London WC2B 6XF (and "our" shall be interpreted accordingly)		
Licensee ("you"):		of	(and "your" shall be interpreted accordingly)
Licence Period:	from and including		to and including
Licence Fee:	£	(pounds) payable in advance (whether formally demanded or not) by instalments on and and the first instalment being due immediately on or before the signing and completion of this agreement
Licence Fee Prepayment:	£	(pounds) the receipt of which we acknowledge
Damage Deposit:	£	(pounds) the receipt of which we acknowledge
Furniture and Effects:	the furniture and effects which are in the Apartment and details of which are set out in the attached inventory signed by the parties		
Exceptions:	the exceptions set out at schedule 1		
our Agent:	Blackstone Property Management Limited of 9 Kingsway London WC2B 6XF or such other person or body as we may appoint from time to time to manage the Building		

2. DEFINITIONS

In this agreement, the following words and expressions shall have the following meanings:

"Building" means our building known as Nido Spitalfields, 9 Frying Pan Alley, London E1 7HS, of which the Apartment forms part;

"Common Room" means any of the common rooms in the Building which we designate for your use from time to time;

"Damage Deposit" means the amount detailed in clause 1, which is to be held by us in accordance with clause 6.7 in case you fail to observe and perform your obligations under this agreement;

"Educational Institution" means an institution providing educational courses to students;

"Licence Fee" means the amount payable for your Apartment, as detailed in clause 1;

"Licence Fee Prepayment" means the first four weeks' Licence Fee, as detailed in clause 1;

"Licensor" means the party referred to in the main terms of this agreement at clause 1 and includes that party's successors in title;

"Other Bedspaces" means the other bedspaces in the Apartment (the ones not licensed to you);

"Nido Student Handbook" means the Nido Student Handbook available on the Nido Student Living intranet site at [www.enjoynido.com/ assets/asset64.pdf](http://www.enjoynido.com/assets/asset64.pdf) or at the reception desk of the Building;

"Pipes" means the pipes, sewers, drains, cables, ducts, shafts, gullies, flues, gutters, watercourses, soakaways and other like conducting media (including all meters and other apparatus used in connection with them) which now are, or may be laid after, the date of this agreement; and

"Room Mates" means the occupants of the Other Bedspaces.

3. LICENCE

3.1 We permit you to use the Bedspace for the Licence Period on the terms of this agreement and (in common with us and your Room Mates and all others entitled by us to do so) to have:

3.1.1 use of the Common Rooms and such other shared facilities in the Building which we designate for your use from time to time;

3.1.2 use of the laundry rooms and other parts of the Building which we designate for use by students from time to time;

3.1.3 passage on foot or by wheelchair over the common entrance hall, staircases, landings and lifts in the Building for the purposes of accessing and exiting from the Bedspace; and

3.1.4 passage and running of water and electricity from the Building through all pipes, wires, channels, drains, meters and sewers through and under the Apartment.

3.2 The Exceptions set out in schedule 1 are reserved to us.

3.3 The parties agree that it is not their intention that you are granted (and you are not granted) exclusive possession of the Bedspace or the Apartment or of any other part or parts of in the Building.

4. YOUR OBLIGATIONS

You agree with us:

4.1 Licence Fee

To pay to us the balance of the Licence Fee (the Licence Fee Prepayment having been paid before the date of this agreement).

4.2 Damage Deposit

To pay to us the Damage Deposit.

4.3 Services, etc

To pay or to indemnify us and our Agent against:

4.3.1 all charges for the use of any telephone, fax machine or similar device in the Apartment and all charges relating to such equipment;

4.3.2 the TV licence fees for any private TV in the Apartment;

4.3.3 a fair and proper proportion of the cost of cleaning all curtains and carpets in the Apartment which have become dirty during the Licence Period (reasonable use and fair wear and tear being allowed for);

4.3.4 any credit card charges which may be charged to or be payable by us on any payment or repayment which is made by or to you under this agreement if (which we are not obliged to do) we agree to accept or make any such payments by credit card, together with a credit card administration fee of 2.5% for any card that is not AMEX which will be charged at 3.75%, charged on the total of each credit card transaction;

4.3.5 any bank charges which may be charged to or payable by us as a result of any payments which are due from you under this agreement being rejected, stopped or otherwise referred for payment;

- 4.3.6 interest at the rate of three per cent per year above the base rate from time to time of the Royal Bank of Scotland plc (or any other UK bank as we shall be free to choose) on any sum payable under this agreement that is not paid by the due date. Such interest is to be calculated from and including the due date, to but not including the date of payment (both before and after any judgment). This clause shall not allow you to withhold or delay payment of any sum or affect our rights in relation to any non-payment;
- 4.3.7 any VAT on any sums payable by you under this agreement; and
- 4.3.8 an administration fee of £20.00 for each late payment letter sent to you, which will reimburse us for costs incurred as a result of a late payment of any sums payable by you under this agreement.

4.4 Your use of the Apartment

- 4.4.1 You will not use or occupy the Bedspace or the Apartment except for residential and study purposes (having regard always to the shared occupation of the Apartment).
- 4.4.2 During the Licence Period, you will not do or allow anything to be done that may cause a nuisance, annoyance or injury to us or the students in the Building (including your Room Mates) and in particular (but without limitation):
 - 4.4.2.1 any noise or lighting from any radios, TVs, music players, computers, musical instruments or other equipment or voices must not cause annoyance or inconvenience to any other person; and
 - 4.4.2.2 you will not create any smells which cause annoyance or inconvenience to any other person; and
 - 4.4.2.3 you will not disturb your Room Mates or enter into the Other Bedspaces.
- 4.4.3 You will not:
 - 4.4.3.1 hold or allow to be held in the Apartment any sale by public auction;
 - 4.4.3.2 carry out or allow to be carried out in the Apartment any profession, trade or business whatsoever;
 - 4.4.3.3 receive paying guests in the Apartment;
 - 4.4.3.4 (subject to clause 4.5) have overnight guests in the Apartment;
 - 4.4.3.5 obstruct in any way the entrance passages, stairways and lifts, if any, leading to the Apartment;
 - 4.4.3.6 hang or allow to be hung any clothes or other items on the outside of the Apartment;
 - 4.4.3.7 display any notice, poster or sign on the outside of the Apartment, or inside the Apartment so that it is visible from outside the Apartment;
 - 4.4.3.8 keep any flammable, dangerous or offensive goods or materials in the Apartment nor materials the possession of which is forbidden under this agreement, the Nido Student Handbook, or by law;
 - 4.4.3.9 keep or allow to be used in the Apartment any portable oil or gas heating equipment;
 - 4.4.3.10 keep any pets or animals (excluding guide dogs but including, for the avoidance of doubt, reptiles, birds and insects) of any type in the Apartment;
 - 4.4.3.11 leave the Apartment empty for any period of more than two weeks without an arrangement having been made with us;
 - 4.4.3.12 use the Apartment for any purpose which is illegal or otherwise objectionable to us including the use, sale or keeping of illegal drugs or any other use which goes against the regulations in the Nido Student Handbook;
 - 4.4.3.13 smoke in any part of the Building (including the Apartment), you acknowledging that smoking in the vicinity of the Building is only permitted in the outdoor smoking areas designated by us;
- 4.4.4 whenever the Apartment is left unattended, you will fasten securely all locks and bolts fitted to the doors and windows of the Apartment;

- 4.4.5 you will not invite the public (generally or any specific section) to come to the Apartment nor use the Apartment for any purpose which attracts or is likely to attract casual callers; and
- 4.4.6 you will not use any electrical appliance in the Apartment unless and until satisfactory evidence has been provided to us that the electrical appliance has passed a Portable Appliance Test.

4.5 Overnight guests

You may request from us permission to have one (but not more than one) guest who is over 18 years of age stay in the Bedspace for one night on up to eight occasions (which may not be carried over) in any calendar month, subject to:

- 4.5.1 us at our absolute discretion being entitled to refuse permission for any reason whatsoever (including for health and safety reasons relating to the capacity of the Building);
- 4.5.2 you obtaining the prior written consent of your Room Mates (on a form available at the reception desk of the Building);
- 4.5.3 any guest in relation to whom permission is granted providing us with satisfactory photographic identification in the form of a valid passport or driver's licence proving that that guest is over 18 years of age;
- 4.5.4 any guest whilst in the Building complying with the terms of this agreement (so far as they apply to occupation of the Building), the Nido Student Handbook, and any other regulations imposed by us from time to time;
- 4.5.5 any guest vacating the Building immediately upon request by us for them to do so;
- 4.5.6 you being responsible at all times for your guests and paying to us our costs and expenses in making good any damage or breakage or the costs of any cleaning required as a result of the guest's occupation of the Apartment; and
- 4.5.7 us not being responsible in any way for your guests and us having no liability for any loss or damage to your guests' personal possessions brought into the Building.

4.6 Caring for the Apartment

- 4.6.1 (Subject only to our obligations under the English law and to damage in respect of which the provisions of this agreement relating to the suspension of Licence Fee apply) to keep:
 - 4.6.1.1 the Bedspace and the rest of the Apartment clean and tidy and keep the internal decorations in good condition (fair wear and tear being allowed for);
 - 4.6.1.2 the Furniture and Effects in good condition (fair wear and tear being allowed for) and not to remove the Furniture and Effects from either the Apartment or the Bedspace; and
 - 4.6.1.3 the common parts of the Building clear, to do nothing which prevents their use as common parts and to make good any damage caused to them by you or any guests.
- 4.6.2 If we serve notice on you requiring you to clean the Bedspace or any part of the Apartment to comply with this clause 4.6, you must carry out any cleaning required within 48 hours of the service of such notice. If you fail to comply with such notice, we will be entitled to enter and remain in the Apartment to carry out such works, and the costs incurred by us shall be payable to us by you on demand.
- 4.6.3 You agree that in the event of any damage or breakage to the Furniture and Effects which may occur during the Licence Period to notify us of such damage or breakage, and to pay our costs and expenses in repairing the damage or breakage (such costs to be payable within 14 days of written demand).

4.7 Nido Student Handbook

You shall regularly read and at all times comply with the Nido Student Handbook (except that in the event of conflict between the Nido Student Handbook and this agreement the terms of this agreement

shall prevail), including paying any maintenance fees and charges levied by us or our Agent in accordance with the terms of the Nido Student Handbook, and shall comply with such other regulations as may be imposed from time to time by us.

4.8 Entry by us

To allow us, or anyone with our written authority, at any time to enter the Apartment and/or the Bedspace for any reasonable purpose including (by way of example only and not by way of limitation):

- 4.8.1 to inspect the condition of the Bedspace or any part of the Apartment; and/or
- 4.8.2 to carry out any works to the Bedspace or any part of the Apartment which are not your responsibility; and/or
- 4.8.3 for any purposes under the Gas Safety (Installation and Use) Regulations 1998.

4.9 Alterations

Not to alter or make any additions to the Apartment or put up any TV aerials or satellite dishes in or outside the Apartment or the Building.

4.10 Personal agreement

This agreement is personal to you and you are not permitted to deal with this agreement in any way, including (but not limited to) not assigning, subletting, leasing or sharing occupation of the Bedspace or the Apartment.

4.11 Formal notices

To pass to us within seven days of receipt any notice served on the Apartment (including, by way of example only, notices under the laws relating to party wall and town planning matters) and not to respond to any such notice except on our express instructions.

4.12 Re-licensing

To allow us and those authorised by us to enter both the Apartment and the Bedspace at reasonable times of the day with or without prospective student occupiers or buyers so as to allow our re-licensing or other disposal of the Bedspace and/or the Other Bedspaces or the building.

4.13 Locks

- 4.13.1 Not to alter or change or install any locks to the doors or windows in the Apartment or Bedspace nor have additional keys cut or keycards made without our consent (such consent not to be unreasonably withheld or delayed).
- 4.13.2 Not to give your keycards, security passes and/or keys to others.
- 4.13.3 To pay the cost of replacing any security passes and/or keys issued to you which are lost or which are not returned when the Licence Period comes to an end.
- 4.13.4 To pay the cost of replacing any keycards issued to you which are lost and need to be replaced before the Licence Period comes to an end.

4.14 Insurance

- 4.14.1 Not to do anything which will or may cause the policy of insurance relating to the Building or any nearby property to become void or voidable or the premium on any of such policies be increased.
- 4.14.2 To take out a suitable insurance policy in relation to your personal items kept in the Bedspace or the Apartment or any other part of the Building. You acknowledge that you are fully responsible for protecting your personal property against all risks of loss or damage (including but not limited to theft and breakage) and you also acknowledge that

neither us nor the Educational Institution at which you are studying are responsible for any such loss or damage in any way whatsoever.

4.15 Disrepair

To inform us promptly of any disrepair for which we are responsible.

4.16 Expiry, etc

4.16.1 At the end of the Licence Period created by this agreement:

- 4.16.1.1 to give us vacant possession of the Apartment and the Bedspace;
- 4.16.1.2 to return all keys relating to the Apartment and the Bedspace to us; and
- 4.16.1.3 to remove all personal possessions and rubbish from the Apartment and from the Building.

4.16.2 You authorise us to store or dispose of any personal possessions left by you in the Apartment after this agreement ends. You indemnify us against any liability incurred by us to any third party whose property has been disposed of by us in the mistaken belief, held in good faith (which shall be presumed unless the contrary be proved), that such property belonged to you.

4.17 Parking

You shall not apply for a permit to park a vehicle in a parking place on the highway designated by the local authority in the locality of the Building unless you the holder of a disabled person's badge issued pursuant to Section 12 of the Chronically Sick and Disabled Person's Act 1970.

4.18 Failure to comply with your obligations

4.18.1 If you do not comply with the terms of this clause 4 and that causes any of the following:

- 4.18.1.1 us being unable to let any or all of the Other Bedspaces; or
 - 4.18.1.2 if any or all of the Other Bedspaces are let, your Room Mates moving out and not paying any amounts due under their tenancy agreements,
- then you must pay a sum equal to the amounts which would have been charged by us to your Room Mates until such Other Bedspaces are occupied.

5. OUR OBLIGATIONS

We agree with you:

5.1 Charges, etc

To pay and indemnify us against all charges relating to the Apartment except those which you have expressly agreed to pay.

5.2 Provision of services

We do not in any way guarantee to provide any services to the Apartment or the Building. We shall not be liable for any injury or loss or damage suffered by you which is caused by breakdown, absence or insufficiency of any of the services to be provided by us under the terms of this licence agreement or by any defect in the Building or by the closure of any rooms or areas within the Building in circumstances either:

- 5.2.1 where such breakdown, absence or insufficiency of services or default ("Problem") is caused by circumstances which are beyond our control; or
- 5.2.2 where we have used reasonable endeavours to rectify the Problem, but have failed to do so.

5.3 Repairing obligations

To use reasonable endeavours to keep the structure and the outside and inside of the Building (including Common Rooms) and the installations for the supply of water, electricity, space heating and heating water and the installations for the purposes of sanitation which serve the Apartment in good repair and condition (except for damage caused by risks against which we have insured the Building).

6. AGREED MATTERS

The parties agree as follows:

6.1 Interpretation

In this agreement the terms set out in clauses 1 and 2 have the respective meanings given to them there and:

- 6.1.1 the singular includes the plural and vice versa;
- 6.1.2 any obligation undertaken by more than one person is a joint and several obligation;
- 6.1.3 a reference to any one gender includes either other gender;
- 6.1.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it;
- 6.1.5 the headings are for guidance only and shall not affect the meaning of this agreement;
- 6.1.6 an obligation to do something includes an obligation to procure it to be done; and
- 6.1.7 an obligation not to do something includes an obligation not to allow it to be done.

6.2 Termination

- 6.2.1 We are entitled (but not obliged) to terminate this agreement immediately and at any time by service of a written notice ("Notice") addressed to you and delivered to the Apartment if you cease your course of study at your sponsoring Educational Institution.
- 6.2.2 For the avoidance of doubt, the term of this agreement is fixed for the Licence Period and you are not entitled to terminate this agreement for any reason whatsoever before the end of the Licence Period. This agreement will terminate on the expiry of the Licence Period and you shall not be entitled to extend the term of this agreement.

6.3 Recovery of possession

If you are more than 14 days late in paying the Licence Fee (whether or not a formal demand has been made) or you are in breach of any of the terms of this agreement then we may recover possession of the Apartment from you. On us doing so, the licence created by this agreement will come to an end, but all our other rights and remedies under this agreement will remain unaffected. This clause is subject to our rights under English law, which include (but are not limited to) the requirement for us to obtain a court order before seeking to recover possession of the Apartment.

6.4 Apportionment

Sums requiring apportionment will be apportioned on a daily basis.

6.5 Licence Fee suspension

If the Apartment is made uninhabitable by a risk against which we insure, and payment of the insurance money is not wholly or partly refused because of any act or default on your part, then the Licence Fee will cease to be payable until the Apartment is made habitable.

6.6 Data protection

You:

- 6.6.1 acknowledge that information relating to this agreement and personal data relating to you will be held in electronic and other systems by the Licensor and any managing agent retained by us for the purposes of the administration and enforcement of this agreement and the management of the Building; and
- 6.6.2 agree that such information and personal data may be used and, where necessary, disclosed to third parties for such purposes.

6.7 Damage Deposit

The following terms relate to the Damage Deposit:

- 6.7.1 the Damage Deposit will be:
 - 6.7.1.1 held by us in a separate bank account to that in which we hold our own money; and
 - 6.7.1.2 repaid to the person who originally made the payment of the Damage Deposit by the same method by which that payment was made and (if applicable) to the same credit or debit card within 30 days after you have fully vacated the Building, completed a refund form and paid all sums due under this agreement;
- 6.7.2 we may retain from the Damage Deposit an amount equal to any sums payable by you under this agreement but not paid (whether or not a formal demand has been made), and an amount equal to any expense properly incurred by us resulting from any failure by you to observe and perform your obligations under this agreement;
- 6.7.3 if we sell the Building then we will make sure that the buyer agrees with you in writing to observe the provisions of this clause before the Damage Deposit may be paid to the buyer;
- 6.7.4 the Damage Deposit is acknowledged as belonging to you subject to the provisions of this agreement;
- 6.7.5 this payment of the Damage Deposit does not permit you to withhold or delay payment of any sum due under this agreement;
- 6.7.6 our rights and remedies under this clause are additional to and not in substitution for our other rights and remedies; and
- 6.7.7 where the our Agent is to hold the Damage Deposit, we shall procure that the Damage Deposit is held on equivalent terms as to those set out above.

6.8 Contents

You acknowledge that we shall not be in any way liable to you for the loss of or damage to any personal items left in the Apartment or in any other part of the Building.

6.9 Alternative accommodation

In the event that we require you to move to an alternative bedspace or apartment in the Building at any time (for, for example, health and safety reasons, or because of reasonable logistic or administrative requirements), then you shall move to an alternative bedspace or apartment within 48 hours of such request (or immediately in the case of emergency). This licence agreement shall apply to your occupation of any alternative bedspace or apartment. For the avoidance of doubt, we may require you to move to an alternative bedspace or apartment at any time and on any number of occasions during the Licence Period.

6.10 Proper law and jurisdiction

This agreement shall be governed by and interpreted in accordance with English law and both parties submit to the non-exclusive jurisdiction of the English courts in relation to any claim dispute or difference which may arise in relation to this agreement and in relation to the enforcement of any judgement made in relation to any such claim dispute or difference.

6.11 Rights of third parties

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

SCHEDULE 1: EXCEPTIONS

Excepting and reserving in our favour and our licensees, agents and those authorised by us, and all other persons who now have or may be granted similar rights:

1. the full free and uninterrupted passage and running of water, soil, electricity and all other services and supplies of whatsoever nature from and to any other parts of the Building and any other of our adjoining or neighbouring property through the Pipes and the right of entry into the Bedspace and the Apartment for the purpose of inspecting, repairing, renewing, re-laying, cleaning, maintaining and connecting up to any such existing or future Pipes;
2. the right to erect, (or to consent to any person erecting), a new building or to alter any part of the Building or any building for the time being on any of our adjoining or neighbouring property in such manner as we (or the person or persons exercising such right) may think fit, and despite the fact that such alteration or erection may diminish the access of light and air enjoyed by the Bedspace and the Apartment;
3. the right to deal with the remainder of the Building and any of our adjoining or neighbouring property as we may think fit;
4. the right to erect scaffolding for the purpose of repairing, cleaning, rebuilding, renewing or altering the Building or any part of it or any buildings which now or may at any time during the Licence Period be on our adjoining or neighbouring property despite the fact that such scaffolding may restrict the access to or enjoyment and use of the Bedspace and the Apartment;
5. the right for us (and those authorised by us) to enter the Bedspace and the Apartment for the purposes and in the manner mentioned in this agreement or any other reasons relating to our ownership of the Apartment and/or Building; and
6. all rights of light, air, support, shelter and protection for the parts of the Building not included in the Apartment and all such rights (if any) as shall now or after the date of this agreement belong to and be enjoyed by any land or premises close to the Building.

SCHEDULE 2: FURNITURE AND EFFECTS

Bedspace

Bed

Mattress

Desk

Pedestal

Desk Chair

Apartment

Microwave

Kettle

Dining Table

Dining Chairs

Couches

Coffee Table

Television

Television Remote Control

Wall-mounted Photographs

SIGNATURES

US

EXECUTED (but not delivered until the date)
hereof) as a Deed by)
(*name of attorney*) as Attorney for Nido)
Spitalfields Limited under a Power of Attorney)
dated)
in the presence of a witness:)

Attorney
signature

Attorney

Witness Signature:

Witness Name:

Witness Address:

YOU

EXECUTED (but not delivered until the date)
hereof) by (*name of*))
Licensee) in the presence of a witness:)

Student
signature

Witness Signature:

Witness Name:

Witness Address: