Commercial Terms – S.Connect

Parties	STUDENT.COM VENTURES LIMITED (company number 1862347) whose registered address is Trident Chambers, PO Box 146, Wickhams Cay, Road Town, Tortola, British Virgin Islands ("**Student.com**"); and
	Londonist DMC LTD, 5 Great James Street, London, England, WC1N 3DB, 08392889 and murat.aker@londonist.co.uk ("**Customer**").
Commencement Date:	

Property details	**Single Listing:** ***Property Name*** *Address* *No. of Beds* ***Listing Fee***	
	Multiple Listings (if applicable): Please refer to Annex 3.	
Fees for Services	Listing Fee (per Listing)	*The following schedule:* *(i)* £(GBP) *100 per Listing for properties with up to 19 beds* *(ii)* £(GBP) *200 per Listing for properties with up to 20 to 99 beds* *(iii)* £(GBP) *350 per Listing for properties with 100 to 249 to 20 beds* (iv) £(GBP) *500 or 2/bed for properties with more than 250 beds*
	Transaction Fee	£(GBP) 100 per Transaction

By signing below, Student.com and the Customer agree to be bound by the provisions of this Agreement which incorporates these Commercial Terms, the S.Connect features (Annex 1), the General Terms (Annex 2), Multiple Listings Details (Annex 3) and Property Change Note (Annex 4, if applicable).

Signed for and on behalf of Student.com	Signed for and on behalf of the Customer
Signature: ……	Signature: ……
Print name: ……	Print name: ……
Title: ……	Title: ……
Date: ……	Date: ……

Annex 1 – S.Connect Features

1. Service Summary

1.1 The Platform provides an online venue where Customers can publish and offer Beds for occupancy, and Students can book and pay online, getting confirmation instantly.

2. Your responsibilities in connection with S.Connect

2.1 You agree that in addition to your obligations under the General Terms, you:

(a) shall use commercially reasonable efforts to enter into a residential lease or residential agreement with any Student who has expressed an interest in occupying a Property described in a Listing, provided:

(i) such Student meets our standard rental criteria for the Property as notified to you from time to time; and

(ii) there is a vacancy at the relevant Property at the time of the confirmed order;

(b) undertake you will provide and publish the Property information through Platform without violation of any third party rights including any rights of privacy or publicity;

(c) undertake to ensure that all Listings contain complete and accurate information about the Property including a live Bed inventory that is up to date and correct;

(d) warrant that the Customer Data does not infringe any third party Intellectual Property Rights; and

(e) shall be responsible for keeping the Customer Data (including calendar availability) up-to-date at all times and will provide us with up-to-date information regarding the availability of the Property.

3. Our responsibilities in connection with S.Connect

3.1 We agree that in addition to our obligations under the General Terms, we shall:

(a) use commercially reasonable efforts to list your chosen Property on the Student.com website for the purpose of marketing the Properties for short-term lease;

(b) notify you of an order through the Dashboard, which will include email notification. Our notice will include the details set out in Table 1, and the following information:

(i) confirmation that a lease and/ or similar agreement has been issued to the Student; and

(ii) confirmation of any deposit paid by the Student.

Table 1:

Term	Details
Order information	means: (a) a selection of, but not limited to, the following Student details: the relevant Student's name, date of birth, nationality, non-term postal address, e-mail address, mobile telephone number, guarantor details, student ID number, Visa (if applicable), evidence that he/she will be a full time student during the period the relevant Student would occupy the Property. (b) the Property that the relevant Student has expressed interest in; and (c) the dates for the order.

4. Payment mechanics

4.1 Customer agrees to pay the Listing Fee to Student.com within 30 days of the Commencement Date to a bank account nominated in writing by Student.com.

4.2 Customer agrees to pay the total aggregate Transaction Fee to Student.com within 30 days of the date of invoice to a bank account nominated in writing by Student.com

Annex 2 - General Terms

1. Introduction

1.1 This Annex 2 forms part of the Agreement, as provided for in the Commercial Terms.

1.2 These General Terms apply to all of our products and services as provided from time to time and govern your use of the Platform.

2. Definitions and interpretation

2.1 Unless otherwise defined in these General Terms, capitalised terms shall have the meaning given to them in the Commercial Terms. In addition, the following terms shall have the following meanings:

"**Additional Third Party Terms**" means any third party terms notified to you in writing and in force from time to time.

"**Agreed Purposes**" for the purpose of utilising the Services.

"**Applicable Law**" means all laws, regulations, orders, rules, guidance, directions, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to this Agreement.

"**Bed**" means a unique physical unit within a Property that is available for an agreed time at an agreed price between the Customer and Student. For the avoidance of doubt, multiple Beds may be present within a room.

"**Change**" means any changes to Property details as agreed in a Property Change Note.

"**Confidential Information**" has the meaning given to it in clause 11.1 of these General Terms.

"**Commencement Date**" has the meaning given to it in the Commercial Terms.

"**Customer Data**" means the information provided by Customer including but not limited to text, photos and videos of a Property.

"**Commercial Terms**" means the terms set out on page 1 of this Agreement.

"**Dashboard**" means the interface provided by us to you forming part of the Services, which you may use to manage your Listings (including but not limited to managing content, rates and availability, billing and other configurations), your Orders and communications with Students in connection with the Services.

"**Data Discloser**" means a party that discloses Shared Personal Data to the other party.

"**Data Protection Legislation**" means as they apply to each of us: (a) applicable UK data protection laws; and (b) in respect of your obligations, any other laws and regulations relating to privacy or the processing of data relating to natural persons relevant to your obligations in any other jurisdiction.

"**Deliverable**" means the deliverables detailed in the Commercial Terms(if any).

"**Force Majeure Event**" means any circumstances beyond a party's reasonable control, including but not limited to: flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

"**Extranet**" means the Customer facing system for interacting with the Student.com platform and used to correspond with and provide updates to you in connection with the Services.

"**Group**" means you, your subsidiaries, your holding company and subsidiaries of your holding company.

"**Initial Term**" means a term of 12 months commencing on the Commencement Date.

"**Intellectual Property Rights**" means patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill and the right to sue for passing off, unfair competition rights, rights in designs, database rights, topography rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Lead**" a Student who has been identified and referred to Customer under this Agreement.

"**Listing**" means a single webpage with a unique student.com URL that features a Property on the Platform.

"**Order**" means the completion of an agreement between a Student and Landlord to take a lease for a period of time at an agreed cost.

"**Platform**" means the website at www.student.com.

"**Property**" and "**Properties**" as described in the Commercial Terms or in Annex 3 (as applicable).

"**Property Change Note**" means the form described in Annex 4.

"**Renewal Term**" means a period of 12 months.

"**Services**" means the services described in Annex 1, including the Dashboard which is made available for you to manage and monitor your Listings.

"**Shared Personal Data**" means the personal data to be shared between the parties under clause 12 of this Agreement. Shared Personal Data shall be confined to collecting personal data for Leads including: first name, last name, passport number and social security information.

"**Student**" an individual who has expressed an interest in entering into a contract for the rental of a Bed.

"**Student.com Group Entity**" means any entity owned or controlled by us.

"**Student.com Privacy Statement**" means the fair processing information available on https://www.student.com/terms/privacy statement, as may be updated from time to time.

"**Subcontractors**" means any other subcontractor that we use to provide the Services.

"**Tax**" means any tax, levy, duty, charge, impost, or withholding of a similar nature (including any related penalty or interest) imposed by any governmental or tax authority, including but not limited to VAT, GST, sales tax, and other similar taxes.

"**Transaction**" means a completed or confirmed Order as notified by us to you via the Extranet or otherwise.

2.2 The Agreement constitutes the entire agreement between you and us in relation to the Services.

2.3 You acknowledge that you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

2.4 In this Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to a statute or statutory provision includes:

(i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and

(ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;

(c) a reference to:

(i) any party includes its successors in title and permitted assigns; and

(ii) a party, clause and schedule is to a party to, a clause of and a schedule to these General Terms;

(iii) a person includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);

(d) the words "**includes**" or "**including**" shall be construed as illustrative only and shall not limit the generality of the preceding words; and

(e) the headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

3. Term

3.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with clause 16 of these General Terms:

(a) continues for the Initial Term; and

(b) automatically continues for subsequent Renewal Terms unless:

(i) terminated by you, giving us prior notice of no shorter than the 60 days' notice to terminate this Agreement with effect from the expiry of the Initial Term or then-current Renewal Term; or

(ii) terminated by us, giving you prior notice of no shorter than 60 days' notice to terminate this Agreement at any time.

4. Services

4.1 We agree to supply the Services to you in accordance with the terms of this Agreement.

5. Fees and invoicing

5.1 Our fees for the Services and invoicing details are detailed in the Commercial Terms.

5.2 The parties acknowledge that the features of the Services provided under this Agreement may change periodically and additional optional features may be introduced ("**Additional Features**"). In the event that Customer wishes to utilise the Additional Features, the parties agree, from time to time, to enter into good faith discussions to review and, if necessary, adjust the fees for the Services.

5.3 Any agreed adjustment to the fees in accordance with clause 5.2 shall be documented in writing and signed by authorised representatives of each party.

5.4 Unless otherwise agreed in the Agreement, invoices will be rendered monthly and are subject to Tax (if any) which shall be payable by you at the rate applicable at the time of supply.

5.5 All fees for Services provided under this Agreement are non-refundable. You acknowledge and agree that you will not be entitled to a refund under any circumstances, unless expressly agreed between the parties and always subject to our sole discretion.

6. Price parity

6.1 You will give us "**Rate and Conditions Parity**", meaning, within your direct sales channels, the same or better rates for the same Listing (e.g. same room type, inclusion of bills, furnished/unfurnished, period of occupancy, bed type, same or better amenities), and the same or better restrictions and policies such as cancellation period, notice period for termination of letting, rent retention, and ancillary offers.

7. Student payments

7.1 You hereby appoint us as part of the Services to act as your payment collection agent solely for the limited purpose of accepting and processing payments from Students ("**Student Payments**") in connection with a Listing.

7.2 You agree that any Student Payments received by us are received in settlement of a debt owed by the Student to you and that our receipt of such Student Payments by us on your behalf constitutes settlement of the Student's debt to you, and further that you will provide the relevant services, Bed or Property as if payment had been made directly by the Student to you.

7.3 We will be responsible for making payments to you corresponding to such Student Payments successfully received by us in accordance with this Agreement. In the event that we do not make such payments to you, you will have recourse only against us and not the Student directly.

7.4 You acknowledge that our responsibilities with respect to our role as your limited payment collection agent are limited to those set out in this clause7, that we are not responsible for, and will not be liable for, any acts or omissions of the Student, and that this activity does not constitute a regulated payment service and we are not authorised or regulated by the Financial Conduct Authority. This means that you will not receive protections afforded to customers of regulated firms, including that funds received and held by us for you are not protected by the Financial Services Compensation Scheme nor required to be ring-fenced or safeguarded.

8. Your responsibilities

8.1 It is your responsibility to provide us with complete, accurate and timely instructions and information relevant to the Services. We will not be responsible for any loss arising from your failure to do so. Such failures may also result in additional fees being charged.

8.2 You agree to comply with the Additional Third Party Terms.

8.3 In the event you require us to use or otherwise access your own or any third party owned products that are licensed to you outside of this Agreement ("**Third Party Products**") for the purpose of the performance of our Services:

(a) you will ensure that our use of or access to such Third-Party Products in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party;

(b) you will ensure you have all necessary rights, consents and licences to allow us to access and use the Third-Party Products for the performance of our Services; and

(c) you confirm that we shall have no liability for any loss or corruption of data, breach of security or performance failure of or in connection with our access or use of such Third Party Products, except to the extent arising directly from a breach by us of the terms of these General Terms or of any policies or protocols in relation to and applicable to use by us of such Third Party Product of which we have been made aware and confirmed our agreement.

8.4 You are responsible and liable if any of your Customer Data violates or infringes any third Party Intellectual Property Rights.

8.5 You agree the Dashboard is provided as a tool to facilitate the management and monitoring of Listings. You are responsible for using the Dashboard in accordance with the instructions provided by us.

9. Deliverables

9.1 You may not use our Deliverables for any purpose other than that for which they were prepared.

9.2 You may not reproduce, or refer to such Deliverables in any other document or disclose (or commit to disclose) such Deliverables to any third party except: (i) with our prior written consent on terms to be agreed with us, (ii) in accordance with the Agreement, (iii) to other entities in your Group or your other professional advisers where required for the purposes of using the Services and provided that you inform them that the Deliverables are confidential and that we accept no liability to them, or (iv) as required by law, court order, or any professional body of which you are a member.

9.3 No reliance should be placed on any draft Deliverable unless and until we confirm that advice to you in final form in writing.

10. IP

10.1 You acknowledge and agree that we shall retain all Intellectual Property Rights within the Deliverables.

10.2 You grant to us and the Student.com Group Entities a fully paid-up, non-exclusive, royalty-free, transferable licence for the term of this Agreement to copy and modify the Customer Data for the purpose of providing the Services under this Agreement.

10.3 You are solely responsible for all Customer Data that you provide and warrant that you either own it or are authorized to grant us and Student.com Group Entities the rights described in this Agreement.

10.4 You warrant that the receipt and use of the Customer Data by us or the Student.com Group Entities shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10.5 You shall indemnify us in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of, or in connection with, the receipt and use of the Customer Data.

11. Confidentiality

11.1 "**Confidential Information**" shall mean any confidential information in any form (including any copies and any document which contains Confidential Information) disclosed by or on behalf of one of us to the other (whether before or after the Commencement Date).

11.2 Confidential Information does not include any information that: (i) is or subsequently becomes public knowledge (other than as a result of disclosure in breach of clause 11.3 below); or (ii) was known by the receiving party on a non-confidential basis prior to disclosure; or (iii) becomes available to the receiving party on a non-confidential basis from a person who is not bound by obligations of confidence; or (iv) the owner of such information agrees in writing is not confidential or may be disclosed.

11.3 You and we shall keep each other's Confidential Information confidential and shall not use such Confidential Information except for the purpose of receiving or using the Services, or in our case for other lawful purposes (provided that we anonymise such information so that you cannot be identified).

11.4 Neither you nor we shall disclose the other's Confidential Information to a third party, except as follows or as otherwise agreed in writing. We may disclose your Confidential Information on the understanding that it will be treated as confidential to: (i) Subcontractors or Student.com Group Entities, (ii) our service providers, or (iii) our professional advisers and insurers. We may also disclose your Confidential Information to your other professional advisers. Either you or we may disclose Confidential Information to the extent required by law, court order or any professional body of which you or we are a member.

11.5 You agree that we may refer to you and the Services we have provided to you when marketing our services to others, provided that we do not disclose your Confidential Information.

12. Data protection

12.1 The terms "**controller**", "**processor**", "**data subject**", "**personal data**", "**process**", "**processing**", "transfer" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with the applicable Data Protection Legislation.

12.2 **Sharing of Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

12.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

12.4 **Particular obligations relating to data sharing.** Each party shall:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

(b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

(c) process the Shared Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Shared Personal Data to anyone other than the those permitted recipients as agreed in writing from time to time ("**Permitted Recipients**");

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

(g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

12.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

13. Liability

13.1 The liability provisions in these General Terms apply to our aggregate liability arising under this Agreement regardless of the number of claims and claimants and whether caused by us or Subcontractors.

13.2 Nothing in this Agreement shall limit liability for: (i) fraud; (ii) death or personal injury caused by negligence; (iii) any other liability that cannot be limited as a matter of law; (iv) your payment obligations under the Agreement; or (v) under any indemnity obligation in this Agreement.

13.3 Neither party shall have any liability to the other party whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: loss of profits; loss of revenue, loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.

13.4 Subject to clause 13.2 and clause 13.3, our total liability to you shall under this Agreement shall not exceed the aggregate amount of fees paid or payable by you within the 12 months preceding the date of claim.

14. You agree that we shall not be liable for any loss, damage, or claim arising from your failure to use the Dashboard or from any misuse of the Dashboard. We shall not be responsible for any losses resulting from your failure to access or utilise the information and functionalities available on the Dashboard.

15. **Property Changes**

15.1 Either party may submit a written request for Change to the other party in accordance with this clause 15, but no Change will come into effect until it has been expressly agreed between the parties in a signed Property Change Note.

16. Suspension and Termination

16.1 Should you: (a) fail to pay our invoices or requests for funds on account when they become due; (b) contravene Applicable Law; (c) infringe third party rights; (d) provide Customer Data that infringes third party Intellectual Property Rights; or (e) breach of any other term of this Agreement, we may immediately suspend Services until they are paid. We will give you notice of suspension, however such notice shall not affect our rights to terminate the Agreement.

16.2 We are not liable for any loss or damage incurred as a result of suspension or termination in accordance with this clause 16.

16.3 Either we or you may terminate the Agreement immediately on written notice to the other where: (i) the other party becomes the subject of insolvency proceedings or calls any meeting of its creditors, or (ii) the other breaches a material term of the Agreement (including non-payment of fees) and does not remedy the breach within 14 days.

16.4 You agree to pay us for fees incurred in providing the Services and any expenses or disbursements incurred up to the date of termination and any contingent fee shall remain payable.

17. Consequences of Termination

17.1 The expiry or termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing under this Agreement at expiry or termination.

17.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Agreement, shall remain in full force and effect after the Agreement expires or terminates.

17.3 On expiry or termination of the Agreement:

(a) we shall cease to provide the Services under this Agreement;

(b) we shall, at your request:

(i) in relation to the affected Agreement, make available to you all data and records made or compiled by or on behalf of us containing extracts of your Confidential Information disclosed by you, which are in our possession and control;

(ii) delete, to the extent technically feasible, any such data and records described above in respect of the affected Agreement from any re-usable medium,

except in both instances to the extent it is necessary for us to retain such data, materials and information in order to perform our obligations under any Agreement(s) that remain in force and effect;

(c) you shall cease use of our Services (unless otherwise provided in the relevant Agreement) and our Confidential Information and, at our written request: (a) return or destroy all tangible copies of our Confidential Information; and (b) to the greatest extent practicable, permanently erase all of our Confidential Information from all systems you directly or indirectly control.

17.4 Following termination or expiry of the Agreement, we shall be entitled to retain any such data, materials and information described in clause 17.3(b):

(a) on an anonymised and aggregated basis where such data, materials and information does not constitute personal data and/or Confidential Information;

(b) to the extent required by Applicable Law; and/or

(c) to the extent necessary for or in contemplation of legal proceedings.

18. Force majeure

18.1 Neither party shall be in breach of this Agreement or otherwise be liable for any failure or delay in the performance of its obligations if such delay or failure result from a Force Majeure Event.

18.2 If a Force Majeure Event occurs, the party delayed or unable to perform its obligations must:

(a) promptly notify the other party of the nature of, and its best estimate as to the likely period of, the Force Majeure Event; and

(b) use reasonable endeavours to resume performance of its obligations, to the extent possible, as soon as practicable after the cessation of the Force Majeure Event.

18.3 A Force Majeure Event will not relieve a party of its obligations to pay any amount due to the other party under this agreement (including your obligation to pay the fees).

19. Notices

19.1 Any notice that a party is required to, or may, give to the other party under this Agreement must be given in writing and will be deemed to be validly given if sent by email transmission to that party's email address specified in the Commercial Terms, or as subsequently notified to the other party.

19.2 Notices delivered by email in accordance with clause 19.1 above will be deemed to be received at the time of transmission by the sender, unless the sender was put on notice that the transmission was unsuccessful, but if the time and day on which a notice would be deemed to have been received in accordance with the

above is not between 9:00am and 5:00pm on a business day, then the notice will be deemed to be received on 9:00am on the next business day.

20. No partnership or agency

20.1 This Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties.

20.2 Neither party shall have, nor represent that it has, any authority to make or enter into any commitments on the other party's behalf or otherwise bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).

21. Assignment

21.1 We may at any time assign any or all of our rights and transfer any or all of our obligations under the Agreement to any Student.com Group Entity.

21.2 You may at any time assign any or all of your rights under this Agreement. An assignment under this clause 21.2 will be effective upon us receiving notice ("**Assignment Date**").

21.3 In the event of a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) of Student.com, we shall provide reasonable notice to you in writing of such change of control. No prior consent from you is required for the change of control.

22. Waiver

22.1 A failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or by law:

(a) shall not constitute a waiver of that, or any other, right, power or remedy; and

(b) shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy.

22.2 Any waiver of any right under the Agreement (including under the Agreement) is only effective if it is in writing and it shall only apply to the party to whom the waiver is addressed and to the circumstances for which it is given.

23. Counterparts

23.1 This Agreement may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original and such counterparts or duplicates together shall constitute one and the same instrument.

23.2 No counterpart or duplicate shall be effective until each party has executed at least one counterpart or duplicate.

24. Severability

24.1 If any provision or part-provision of the Agreement becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement and the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Further assurance

25.1 Each party shall (at its own expense) and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

26. Rights of third parties

26.1 Except in relation to clause 13.1, a person who is not a party to the Agreement has no rights to enforce its terms under the Contract (Rights of Third Parties) Act 1999 or otherwise. The parties referred to in those clauses may enforce them in their own right. Their consent is not required to vary or rescind the Agreement.

27. Governing law and jurisdiction

27.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Annex 3 – Details of Multiple Listings

Property Name	Address	No. of Beds	Property Listing Fee
	Total		