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Third Party Agency Agreement

with: Londonist DMC Limited

Property: Drapery Place

Academic Year(s): 2024/2025 – 2026/2027

Unite Students

South Quay House

Temple Back

Bristol

BS1 6FL

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THIRD PARTY AGENCY

KEY COMMERCIAL TERMS

<table>
<tr><td>Institution</td><td>Londonist DMC Limited (Company number: 08392889)
Address: 5 Great James Street, London, WC1N 3DB</td></tr>
<tr><td>Unite Students</td><td>LSAV (Drapery Plaza) Management Limited Partnership (Company number LP021609)
Address: registered office at South Quay House, Temple Back, Bristol, BS1 6FL.</td></tr>
<tr><td>Property</td><td>The property known as Drapery Place, 65 Leman Street, London, E1 8EU</td></tr>
<tr><td>Reserved Rooms</td><td>The 292 rooms in the Property as further detailed in the Reserved Room List (Annexure 1 to these Key Commercial Terms).</td></tr>
<tr><td>Academic Year(s)</td><td>2024/2025 – 2026/2027</td></tr>
<tr><td>Tenancy Period</td><td>The Tenancy Period per Reserved Room applicable in each Academic Year as specified in the Reserved Room List.</td></tr>
<tr><td>Guaranteed Payment</td><td>Guaranteed Payment shall be:
a) in the first Academic Year - a total amount of £5,819,100.00 (the Initial Guaranteed Payment); and
b) in every subsequent Academic Year - the Initial Guaranteed Payment as adjusted prior to each Academic Year in accordance with the Indexation Calculation set out in Annexure 4 subject to a minimum increase of 5% on top of the Guaranteed Payment in the preceding Academic Year.
And shall be payable on the following dates in any Academic Year in equal proportions, for the Initial Guaranteed Payment these equal proportions will be:
<table>
<tr><th>Guaranteed Payment Proportion</th><th>Guaranteed Payment Instalment Date</th><th>Guaranteed Payment Instalment amount</th></tr>
<tr><td>First Instalment</td><td>1 October 2024</td><td>£1,454,775.00</td></tr>
<tr><td>Second Instalment</td><td>1 January 2025</td><td>£1,454,775.00</td></tr>
<tr><td>Third Instalment</td><td>1 April 2025</td><td>£1,454,775.00</td></tr>
<tr><td>Fourth Instalment</td><td>1 July 2025</td><td>£1,454,775.00</td></tr>
</table></td></tr>
<tr><td>Rent</td><td>Rent: in any Academic Year shall be:</td></tr>
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	a) **in the first Academic Year** - the weekly accommodation fee specified in the Reserved Room List per Reserved Room per room category (the **Initial Rent**); and b) **in every subsequent Academic Year** - the Initial Rent as adjusted prior to each Academic Year in accordance with the Indexation Calculation set out in Annexure 4 subject to a minimum increase of 5% on top of the Rent preceding Academic Year. For the avoidance of doubt, rent is payable by Nominees to the Institution and not by Nominees to Unite Students. Payment to Unite Students for Reserved Rooms is met by the Institution paying the Guaranteed Payment to Unite Students.
Service Level Agreement	Unite Students will provide the Services in accordance with the Service Level Agreement (Annexure 3 to these Key Commercial Terms)
Damage Deposit	Unite Students will not require a Nominee to provide a guarantor or any form of damage deposit in respect of his/her Tenancy. If a Nominee is liable for damages to the Property in accordance with the terms of their Tenancy, Unite Students will use reasonable endeavours to recover the costs of such damages from the Nominee. To the extent Unite Students is not able to collect these costs from the Nominee after using reasonable endeavours, then the Institution agrees to indemnify and pay Unite Students the amount of such costs within 30 days of Unite Students notifying the Institution of the relevant amount.
Data Sharing Agreement	The data sharing agreement dated 8 July 2022 and made between (1) Unite Integrated Solutions plc and (2) the Institution
Unite Students Accommodation Officer	Name: Robbie Fitzgerald E-mail: Robbie.Fitzgerald@unitestudents.com Telephone: 07800 620 016
Institution Accommodation Officer	Name: Umang Gandecha E-mail: umang@londonist.co.uk Telephone: 02072 871 912
Special Terms	The parties agree that the following Special Conditions will apply to this agreement: 1. All Nominees must be aged 17 or over at the start of Tenancy Period. 2. The Institution shall use all reasonable endeavours to procure that Nominees aged 17 at the start of the Tenancy will notify Unite Students as soon as possible and in any case no later than 4 weeks before the start of the Tenancy Period of any reasonable adjustments in connection with their occupation of a Room. Unite

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Students shall be under no obligation to make any adjustments, but will act reasonably in considering any such request.

3. If the Institution creates a Tenancy with a Nominee in respect of a Reserved Room for a period of less than 12 weeks and VAT is properly chargeable on the rent payable, then:

    a. under the Tenancy Agreement the Institution shall charge the Nominee the relevant Rent plus VAT for that Reserved Room; and

    b. an amount equivalent to the VAT properly chargeable on such Rent will be added to the Guaranteed Payment.

4. If the Institution enters into a Tenancy with a Nominee in respect of a Reserved Room for a period of less than 12 weeks and VAT is properly chargeable on the rent payable in respect of that Reserved Room, then the Institution will provide to the Company details of the net rent charged under those Tenancies and VAT relating to such Tenancies.

DEFINITION OF TENANCY

5. The definition of Tenancy at clause 1.1 is deleted and replaced with the following:

    *"**Tenancy:** means an assured shorthold tenancy agreement or agreed form licence agreement between Unite Students and a Nominee for a Reserved Room (in the standard form of Unite Students as modified from time to time save as when otherwise agreed between Unite Students and the Institution) and '**Tenancy Agreement**' and **Tenancies** shall be construed accordingly;"*

UNITE STUDENTS' ABILITY TO BREAK

6. A new definition shall be added to clause 1.1 as follows:

    *"**Break Date** means the end of the last Tenancy Period to finish in the relevant Academic Year."*

7. A new definition shall be added to clause 1.1 as follows:

    *"**Break Notice** means written notice to terminate this Agreement on the Break Date in accordance with clause 3A, specifying the Break Date and served in accordance with clauses 19.4 and 19.5"*

8. Insert new clause 3A as follows:

    3A Unite Students' Ability to Break

    3A.1 Unite Students may terminate this Agreement by serving a Break Notice on the Institution by no later than 1 May in the relevant Academic Year.

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3A.2 Subject to clause 3A.1 following service of the Break Notice this Agreement shall terminate on the Break Date.

3A.3 Termination of this Agreement on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier material breach of this Agreement.

3A.4 Should this Agreement be terminated in accordance with this clause 3A whilst Nominees remain in occupation of any Reserved Rooms the Institution and Unite Students will meet in good faith to arrange the seamless transition of such Nominees out of the Property (with the Institution at all times remaining liable for the Rent for such Reserved Rooms until they are vacated).

OPERATION OF THIS AGREEMENT

9. The Institution will only engage third party agents who specialise in the onward selling of rooms (the Agents) which have been approved in writing by Unite Students to the Institution.
10. The Institution will be required to obtain permission from Unite Students where any of the Agents seek to use the Unite Students name, logo or any trademark on their website for the purpose of selling Reserved Rooms.
11. The Institution will not be able to have any more than 58 Nominees with United Kingdom passport, or whose primary residence is in the United Kingdom, in the Reserved Rooms at any point in time through the Term of this Agreement.
12. The Institution will not be able to issue any more than 58 Tenancy Agreements to Nominees for the full Tenancy Period of this Agreement.
13. The Institution will provide monthly updates with the following information to Unite Students:
    a. The current lengths of Tenancies issued to all Nominees;
    b. The demographics of the Nominees with Tenancies at the point of the update.

MARKETING

14. The Agents will not be permitted to advertise the Reserved Rooms.
15. The Institution shall use the most recent form of Unite Students' marketing material and branding and shall ensure records are updated periodically to reflect this requirement.
16. The Institution commits to not purchase, bid for or otherwise attempt to take any form of ownership of branding, Adwords, keywords or any other form of representation of Unite Student's intellectual property worldwide.

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17. The terms “Phrase Match” and “Broad Match” shall have the ordinary meaning given to them by Google in respect of their use for keyword searches in search engines. The Institution hereby confirms:

    a. that it will not bid or procure that others bid for the ownership of search terms featuring or which are materially similar to Unite Students’ brand name (e.g. “Unite” or “Unite Students”);

    b. that it will not bid or procure that others bid for the ownership of search terms featuring property names relating to Unite Students’ property portfolio or any abbreviations or parts thereof – for example “Drapery Place” or “Drapery” (this includes bidding for both Phrase Matches or Broad Matches of these terms);

    c. it will add the terms “Unite” and all Unite property names to its negative words list within their “Pay Per Click” arrangements with internet search providers; and

    d. it will not create retargeting marketing lists based on users and visitors to the Unite Students website.

GENERAL DATA PROTECTION REGULATIONS

18. The Institution shall ensure that their processes and procedures comply with the relevant data protection laws in the country and / or region in which they are operating and shall ensure that where data is being moved between jurisdictions this is managed in accordance with the applicable data protection laws. This shall be the sole responsibility of the Institution.

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ANNEXURE 1 - RESERVED ROOM LIST

Number of Rooms	Room Class	Room Type	Tenancy Start Date (first Academic Year)	Tenancy End Date	Tenancy Period	Rent (exc. VAT)
232	Premium Range 1	Ensuite	21/09/2024	13/09/2025	51.00	£385.00
40	Classic	Studio	21/09/2024	13/09/2025	51.00	£450.00
20	Premium Range 2	Twin Studio	21/09/2024	13/09/2025	51.00	£339.00

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ANNEXURE 2 – NOMINATIONS PROCEDURE

NOT USED

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ANNEXURE 3 – SERVICE LEVEL AGREEMENT

Part 1 - Services Specification

1. Accommodation Management and Administration

Unite Students will use best endeavours to:

1.1. manage the accommodation in accordance with and the principles of good estate management;

1.2. provide a telephone control room, available 24 hours per day, 365 days per year, to all the residents;

1.3. ensure that all staff, whether directly engaged, contracted or other suppliers employed in the provision of services, are adequately qualified, have received adequate training, and conduct themselves in a professional manner at all times;

1.4. co-operate and assist in the promotion of the residential accommodation and make available staff and facilities to enable prospective residents to view the accommodation;

1.5. make available to residents, at a reasonable charge and within reasonable timescales, replacement keys, fobs or swipe cards required to access the accommodation and maintain a level of security that reflects the risk assessment made by the Company.

2. Buildings Maintenance

Unite Students will use best endeavours to:

2.1. provide accommodation that is fully functional, safe, secure and meets all relevant statutory requirements and principles of good estate management;

2.2. ensure that all elements of the accommodation (both internally and externally) maintain a good, clean, stain and graffiti-free appearance;

2.3. ensure that all elements of the accommodation, building services and utility suppliers are fully operational and performing in accordance with relevant design intent;

2.4. ensure the regular inspection and testing of all elements of the fabric, finishes and building services;

2.5. ensure a rolling programme of planned maintenance, repair and replacement, covering all elements of the structure, fabric, finishes, building services, and external areas is undertaken;

2.6. ensure a regular programme of redecoration is undertaken;

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2.7. ensure that all work undertaken, is at such times and in such a manner, as to comply with all relevant statutory requirements, manufacturers' instructions and recommendations, best industry practice, and, cause the minimum risk of injury or damage to residents and their property;

2.8. ensure that all health and safety information and notification details are made available both to all residents and visitors;

2.9. ensure that all drainage systems are free-flowing and no safety hazards or noxious odours emanate from the drainage system;

2.10. record, monitor and report on the results of inspection and testing surveys, reported faults and the progress of any resultant planned and reactive maintenance work;

2.11. ensure that all accommodation is provided with mains lighting and power. Any loss of supply (other than general failure beyond the control of Unite Students) will require addressing within a scheduled period of time;

2.12. ensure that all accommodation (excluding circulation areas and the car park) is able to be adequately heated, having due regard to ambient external temperatures, and in accordance with normal requirements; and

2.13. ensure that procedures and operating plans are in place to deal with emergencies.

3. Fixtures, Fittings & Equipment Maintenance

Unite Students will use best endeavours to:

3.1. ensure that all fixtures and fittings and equipment provided are fully functional and safe, meet all relevant statutory requirements and perform with relevant design intent;

3.2. ensure the regular inspection and testing of all fixtures and fittings and equipment in accordance with relevant statutory legislation etc.;

3.3. ensure a rolling programme of planned maintenance, repair and replacement of all fixtures and fittings and equipment;

3.4. ensure that any required non-emergency reactive maintenance, repair and replacement is given appropriate priority in order to minimize any health and safety risks and any downtime in respect of non-availability of the accommodation (or any specific fixture, fitting or piece of equipment); and

3.5. ensure that all work undertaken, is at such times and in such a manner, as to comply with all relevant statutory requirements, manufacturers' instructions and recommendations, best

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industry practice, and, cause the minimum risk of injury or damage to residents and their property.

4. Grounds Maintenance

Unite Students will use best endeavours to:

4.1. ensure all hard landscaped areas are safe and accessible, and kept free from graffiti, litter, weeds, waste and other debris;

4.2. ensure all soft landscaped areas are kept free from litter and other debris and are tended to produce a well kept and cared for appearance; and

4.3. ensure that all external signage is clean, legible and unobstructed and that all illuminating signs are maintained in accordance with the general building maintenance requirements.

5. Cleaning and Waste Management

Cleaning

Unite Students will use best endeavours to:

5.1. provide an environment that is clean, tidy, free of odour, refuse, debris, pests and other infestations

5.2. regularly provide for the cleaning and where appropriate disinfecting of all the common parts of the accommodation both internal and external, (excluding within the flats other than servicing between lets) and all fixtures and fittings and equipment within common facilities, common areas and circulation space;

5.3. regularly provide for the cleaning and where appropriate disinfecting of low level and high level surfaces such as floor surfaces, curtain rails, skirting boards, radiators, windows and doors, sills etc in all common facilities, common areas and circulation space;

5.4. annually provide for the cleaning and where appropriate disinfecting of all fixtures and fittings and equipment such as bed, bookshelves, chairs, cooker, curtains, desk, kitchen units, fridge/freezer, lampshades, toilets, waste and sanitary disposal bins within the flats, bedrooms, bathrooms, en-suite bathrooms, kitchens, dining/living areas and common areas and circulation space of the flat;

5.5. provide and replenish supplies of appropriate consumables to common area toilets (where applicable);

5.6. ensure all areas are free of rodent, insect or other infestation;

5.7. ensure cleaning is undertaken at such times, and in a manner as to cause the minimum level of disturbance to residents and visitors;

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5.8. ensure cleaning is undertaken at such times and in such a manner as to comply with all relevant statutory requirements and to cause the minimum risk of injury or damage to residents, visitors or their property; and

5.9. provide a responsive service to emergency incidents such as spillage's, leaks etc.

Waste Management

Unite Students will use best endeavours to:

5.10. provide an accessible, secure and tidy designated central disposal point for all waste;

5.11. ensure the frequent collection and removal of all waste in a hygienic manner from the designated waste disposal point provided;

5.12. ensure that sufficient capacity is available to cope with the quantity of rubbish within the accommodation and increase the provision of the central disposal point if required;

5.13. ensure that collection is at such times (except in the case of an emergency) and in such a manner as to cause the minimum level of disturbance to residents and visitors;

5.14. ensure that collection is at such times and in such a manner so as to comply with all relevant statutory requirements and cause the minimum risk to the health and safety of residents and visitors; and

5.15. ensure that collection is undertaken at such times and in such a manner so as to comply with all relevant statutory requirements and cause the minimum of risk of rodent, insect or other infestation.

6. Security

Unite Students will carry out a risk assessment to include all hazards to residents and visitors and how the hazards will be controlled. Unite Students will use best endeavours to:

6.1. ensure the accommodation is adequately assessed and monitored against the risks of vandalism, theft and unauthorized entry;

6.2. minimise the risk of physical attack on residents and visitors;

6.3. ensure that regular security checks and monitoring of the Property is carried out;

6.4. provide a local response service to attend incidents, emergencies, breaches of security or other calls for assistance and;

6.5. monitor, record, report and investigate causes for all security incidents.

7. Launderette Services

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Unite Students will use best endeavours to:

7.1. provide and maintain laundry facilities, with commercial washing machines and dryers, to accommodate a ratio of at least provision for 1:70 residents;

7.2. ensure charges for the use of each piece of equipment are kept at competitive rates;

7.3. ensure all equipment is returned to full working order within a reasonable timescale following notification of a fault;

7.4. if it is not possible to effect a repair, a replacement washing and/or drying machine must be provided within a reasonable timescale.

8. Response Times

8.1. The timescales for resolution should be regarded as a maximum. In the event that a room or essential appliance or service becomes uninhabitable/unusable then Unite Students will use all reasonable endeavours to make alternative arrangements to minimize inconvenience whilst full repair/replacement is affected.

8.2. In the case of defects to services or equipment that affect the health and safety of residents, Unite Students will carry out a risk assessment and put in place alternative control measures until rectification to protect health and safety of residents and visitors.

PART 2 - Responsibilities

The Institution	Company
Accommodation Marketing	Waste management
Inclusion within Tenant Prospectus	Sanitary waste management
Receive enquiries for the letting of accommodation	Pest control
Take applications	Provision and management of vending service
Issues arising from tenancy agreements and management thereof	Provision and management of laundrette service
Tenancy management	Hard FM provision
Pastoral care where referred from Unite Students	Security and incident response
	Cleaning of common areas
	Summer inspections
	Interim inspections
	Provision of 24 hour helpdesk
	Insurance - including student contents of at least £6000 per student, including £2000 worth of laptop and tablet cover. All items are covered inside student rooms against fire, theft, flood and accidental damage. Exclusions include student possessions outside of the room. For the avoidance of doubt subject to exclusions as may be applicable to the policy from time to time including accidental damage, mobile phones and laptop computers.

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	Provision of specified property manager
	Management of the accommodation in accordance with agreed policies and procedures
	Assist in the promotion of the residential accommodation to enable students and parents to view and inspect the accommodation
	Key control
	Provision of utilities and energy management
	Student check in and check out
	Health and safety management
	Provision of bike storage

Part 3 - Response and Rectification Times

Item	Description	Response	Resolution
BUILDINGS MAINTENANCE			
Building/Fabric	Water ingress	24 hours	72 hours
	Minor building repairs	7 days	14 days
	Structural repairs	7 days	- 28 Days
	Repairs to walls, door frames etc	7 days	14 days
	Plant repairs	14 days	28 days
General	Repairs requiring special parts	14 days	28 days
Doors / Access / Locks	Communal doors – repairs due to failure or break-in	2 hours	72 Hours
	Communal door lock – repairs due to failure or break-in	24 Hours	72 Hours
	Entry-phone failure	48 Hours	72 Hours
	Flats doors– repairs due to failure or break-in	2 hours	72 hours
	Bedroom doors – repairs due to failure or break-in	24 hours	72 hours
	Easing doors and locks	7 days	14 days
	Replacement doors	14 days	28 days
Glazing/ Windows	Repairs to ground floor window glass (security breach)	2 hours	72 hours
	Repairs to window glass (no security breach)	24 hours	72 hours
	Minor repairs (e.g. draughts)	7 days	14 days
	Replacement of windows / frames	14 days	28 days
Lifts (Passenger)	Entrapments	2 hours	2 hours
	General failure	24 hours	72 hours
WATER, POWER, HEATING AND LIGHTING (excluding areas dependent upon Statutory Utility Providers)			
Electrical	Failure of supply to building	2 hours	72 hours
	Failure of supply to room / essential appliance	2 hours	72 hours
	Failure of supply to room / non-essential appliance	24 hours	72 hours
	Lighting failure	2 Hours	72 hours
	Light bulb replacement (where applicable)	24 hours	72 hours
	Immersion heater element replacement	7 days	14 days
	Minor faults (e.g. cracked plug socket)	7 days	14 days
Fire Detection Control Systems	Fire alarm system failure	4 hours	72 hours
	Smoke detector failure	4 hours	72 hours
	Emergency lighting failure (4hr battery back-up)	2 hours	72 hours
	Defective fire fighting appliances	24 hours	72 hours
	Defective fire / emergency signage	24 hours	72 hours

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Item	Description	Response	Resolution
Heating, A/C & Ventilation	No heating to a building / flat / room	24 hours	72 hours
	Defective A/C and ventilation kit	7 days	14 days
Water/Plumbing	No mains water	2 hours	72 hours
	Water penetration throughout building	2 hours	72 hours
	Major leak (see also “Emergency Events”)	2 hours	72 hours
	Defective / leaking sanitary ware – item unusable	2 hours	72 hours
	Drains – Blockages causing damage to property	6 hours	72 hours
	Drains – Blockages	24 hours	72 hours
	Minor leak / flood	24 hours	72 hours
	Defective/leaking sanitary ware	24 hours	72 hours
	Unusable tap	24 hours	72 hours
	No hot water	24 hours	72 hours
	Dripping tap / washer	24 Hours	72 Hours
Major Hazard	Major risk to Health & Safety	2 hours	*
Serious Hazard	Serious risk to Health & Safety	24 hours	*
Minor Hazard	Minor risk to Health & Safety	7 days	14 days
Fridge	Repairs to unusable items	7 days	14 days
Freezer	Repairs to unusable items	7 days	14 days
Cooker	Repairs to unusable items	7 days	14 days
Hob	Repairs to unusable items	7 days	14 days
Heating App.	Repairs to unusable items	7 days	14 days
General	Minor repairs to usable items	7 days	14 days
Carpets	Repairs	7 days	14 days
	Replacement	14 days	28 days
General Items	Repairs to defective items of furniture	7 days	14 days
	Replacement of defective items of furniture	14 days	28 days
Responsive Cleaning	Spillage (8.30am – 5.00pm M - F)	2 hours	8 hours
	Spillage (other than 8.30am – 5.00pm M - F)	24 hours	72 hours
	Cleaning / waste disposal fault (H&S Risk)	2 Hours	8 hours
	Cleaning / waste disposal fault (No H&S Risk)	24 hours	72 hours
	Vandalism requiring cleaning operation	24 hours	72 hours
	Graffiti	24 hours	72 hours
	Infestation (Pest / Rodent / Insect)	24 hours	72 hours
Incident Response	Fire alarm	30 minutes	60 minutes
	Bomb alert	30 minutes	60 minutes
	Life or death incident	30 minutes	60 minutes
	Major Health & Safety Incident	30 minutes	60 minutes
	Lock out (lone female)	60 minutes	60 minutes
	Lock out	60 minutes	90 minutes
	Investigate suspicious circumstances	60 minutes	90 minutes
	Noise behaviour / disturbance	60 minutes	90 minutes (where possible)
	Key holder response – other security	60 minutes	90 minutes
	Key holder response – emergency maintenance	2 hours	4 hours
	Key holder response – routine maintenance	24 hours	72 hours
Site Equipment	Camera	24 hours	72 hours
	Site recording equipment	24 hours	72 hours
	CCTV transmission equipment	24 hours	72 hours

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Item	Description	Response	Resolution
	Emergency Call Point equipment	24 hours	72 hours
	Fire alarm transmission	24 hours	72 hours
OTHER FACILITIES			
Launderette Services	Washing machine failure	72 hours	7 days
	Drying machine Failure	72 hours	7 days
	Site equipment failure	72 hours	7 days
	Connection request	72 hours	7 days
	Communal payphone failure	72 hours	7 days

Part 4

Periodic Operations

Element	Area	Operation	Frequency
ACCOMMODATION MANAGEMENT & ADMINISTRATION			
	Performance Reports	Occupancy Fault and incident resolution	Quarterly
	Performance Review Meeting	Host Meeting	Quarterly
BUILDINGS MAINTENANCE			
External	Roof coverings	Visual inspection	Annually
	Gutters	Inspection and clean	Annually
	Above and below ground drainage	Check drainage flow - pressure jet if required	Bi-annually
	Doors	Inspection, adjust and lubricate	Annually
	Window ironmongery	Inspection, adjust and lubricate	Annually
	External walls	Visual Inspection	Annually
Internal Walls	Wall decorations / finishes to common areas	Re-paint	Based upon Lifecycle plan, typically every 3 – 4 years
	Wall decorations / finishes to flats	Re-paint	Based upon Lifecycle plan, typically every 6-8 years
	All mechanical & electrical fittings and appliances	Inspection	Annually
	Fire protective paint coatings	Touch up as required	Inspect annually
HEALTH & SAFETY			
Statutory compliance	Review of record-keeping	Fire alarm service & test records	Annually

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Element	Area	Operation	Frequency
		Fire certificates (if applicable) Records of emergency light tests COSSH records Lift insurance test reports and Insurance certificates Other certificates or records that may apply	
GROUNDS MAINTENANCE			
External Grounds	Planted Area	Weed	Monthly May to Sept, bi-monthly Oct – Apr
		Remove litter	Monthly May to Sept, bi-monthly Oct – Apr
	Hard landscaped areas	Prune shrubs, mulch	Autumn & Spring
		Weed	Monthly May to Sept, bi-monthly Oct - Apr
		Remove litter	Monthly May to Sept, bi-monthly Oct – Apr
CLEANING			
Main Entrance, Lift Lobbies, launderette, vending, payphone areas (including 7 day response incidence).	Doors	Full clean of glass and frame	Weekly
	Waste Storage area	Area washed and swept, Rubbish put in bins	Weekly
	Lift - Doors Walls Floor	Full wipe clean of surfaces	Weekly
	Flooring	Vacuum / Mop	Weekly
	Signage	Wipe clean	Weekly
	Walls	Wipe Clean	Weekly
	Glazing	Wipe clean	Weekly
	Equipment	Wipe Clean	Weekly
Corridors, stairways, other circulation areas (including 7 day response incidence).	Flooring	Vacuum / Mop	Weekly
	Walls	Wipe clean	Weekly
	Glazing	Wipe Clean	Weekly
	Balustrades & Rails	Wipe Clean	Weekly
	Stairs / Landings	Vacuum / Mop	Weekly
	Signage	Wipe Clean	Weekly
	Ceilings	Wipe Clean	Annually
SECURITY			
	CCTV monitoring (where applicable)	Guard Tour by CCTV of external and entrance areas	Two hourly – 6.00pm to 8.00am
	Security call points	Check of functionality	Weekly

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Element	Area	Operation	Frequency
	Fire Alarm	Check of functionality	Weekly

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ANNEXURE 4 – INDEXATION CALCULATION

Where any figure for any given Academic Year is agreed as increasing in accordance with this Annexure 4, then the figure for that Academic Year shall be calculated as the product of the following formula:

("**RPI for relevant Academic Year**" ÷ "**RPI for preceding Academic Year**")
x "**Preceding Year's figure**"

Where:

RPI for relevant Academic Year = the monthly figure for the RPI published immediately prior to 1 October in the year preceding the relevant Academic Year (for example, for a calculation for the 2018/19 Academic Year, this would be the figure for the RPI published immediately prior to 1 October 2017);

RPI for preceding Academic Year = the monthly figure for the RPI published immediately prior to 1 October in the year prior to the preceding Academic Year (for example, for a calculation for the 2018/19 Academic Year, this would be the figure for the RPI published immediately prior to 1 October 2016);

Preceding Year's figure = the figure payable for the relevant preceding Academic Year

and

RPI means the All Items Retail Prices Index as published by the Office of National Statistics or its successor and:

(a) if the basis of the calculation of that index is changed and any method of reconciliation between the new and the old figures is officially published, that method is to be used for the purpose of this Nominations Agreement; or
(b) if it becomes impossible to calculate any figure by reference to that index because of any change in the methods used to compile that index after the date of this Nominations Agreement, or if that index ceases to be published, or for any other reason whatsoever, or if any dispute or question arises in respect of that index, the matter shall be determined in accordance with dispute resolution procedure set out in the Conditions.

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THIRD PARTY AGENCY

CONDITIONS

1 DEFINITION AND INTERPRETATION

1.1 Definitions

The following expressions shall where the context so admits have the following meanings:

Academic Year: the relevant published academic year of the Institution for the years noted in the Key Commercial Terms;

Agreement: the contract formed between Unite Students and the Institution incorporating these Conditions and the Key Commercial Terms (including any Special Conditions);

Associated Costs: any reasonable costs incurred by the Institution or a Nominee resulting from a Reserved Room not being Available for Letting pursuant to clause 5.10 (including but not limited to transport costs, costs of removals and increased rent or insurance premiums);

Available for Letting: the Reserved Room, and the Flat in which the Reserved Room is situated, is fitted out and furnished and suitable for occupation by Nominees and the relevant accesses and services and common parts of the Property intended to be used and enjoyed by the occupiers thereof are available and in good and substantial repair and condition and habitable;

Conditions: these terms and conditions;

Confidential Information: means all information disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party (the '**Disclosing Party**') to the other party (the '**Receiving Party**') whether before or after the date of the Agreement including, without limitation, any information relating to the Disclosing Party's properties, operations, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities and business affairs;

Data Sharing Agreement: has the meaning given to it in the Key Commercial Terms;

FOIA: means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Lord Chancellor, the Information Commissioner, the Department for Constitutional Affairs or the Department for Environment Food and Rural Affairs (or Government departments superseding these in relation to FOIA);

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Flat: a self-contained flat in the Property containing Reserved Rooms and **Flats** shall be construed accordingly;

Guaranteed Payment: the amount noted as the 'Guaranteed Payment' in the Key Commercial Terms;

Guaranteed Payment Instalments: the amounts noted as the 'Guaranteed Payment Instalments' in the Key Commercial Terms;

Guaranteed Payment Instalment Dates: the dates for payment of each Guaranteed Payment Instalment as in the 'Guaranteed Payment Instalment Dates' in the Key Commercial Terms;

Good Industry Practice: the degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced provider of services of the type to be provided under the terms of the Agreement;

Group Company: a company which is a subsidiary or holding company of Unite Students or a subsidiary of any such holding company ("**subsidiary**" and "**holding company**" being as defined in Section 1159 of the Companies Act 2006);

Insolvency Event: all or any of the following:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of a company;

(b) the making of an administration order in relation to a company;

(c) the giving of any notice of intention to appoint an administrator or the filing at Court of the prescribed document in connection with the appointment of an administrator or the appointment of an administrator in relation to a company;

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of a company;

(e) the commencement of a voluntary winding-up in respect of a company (except a winding-up for the purpose of amalgamation or reconstruction of a solvent company);

(f) the making of a petition for a winding-up order or a winding-up order in respect of a company;

(g) the striking-off of a company from the register of companies; or

(h) a company otherwise ceasing to exist;

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Insured Risks: fire, lightning, storm, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices, earthquake, riot, civil commotion, labour disturbance, malicious damage and/or any other risks that Unite Students considers appropriate at any time subject to the exclusions, excesses and limitations that are applicable to any relevant insurance policy at any time and excluding any risks which are not available at a premium or on conditions which, in the reasonable opinion of Unite Students, are unacceptable or are refused by the insurers of Unite Students at any time;

Interest Rate: 4% per annum above the base rate from time to time of Barclays Bank Plc or, if those base rates cease to exist, such other equivalent rate of interest as Unite Students reasonably specifies at any time both before and after any judgment;

Key Commercial Terms: the 'Key Commercial Terms' at the front of the Agreement;

Let: means that in respect of any Reserved Room, the completion of a Tenancy Agreement in accordance with its terms and '**Letting**' shall be construed accordingly;

Necessary Consents: means all approvals, permissions, consents, licences, certificates and authorisations (whether statutory or otherwise) which are required for the purposes of carrying out the Services, whether required in order to comply with law or as a result of the rights of any third party;

Nominations Procedure: means the procedure for nominating Nominees appended to the Key Commercial Terms as Annexure 2;

Nominees: means:

(a) existing or prospective undergraduate and graduate students of the Institution ; or

(b) any other person approved by Unite Students including, without limitation, members of the Institution's staff and their spouses, the Institution's wardens or visiting academics (such approval not to be unreasonably withheld or delayed),

provided that (without limitation) it shall be reasonable for Unite Students to withhold such approval if such person (if permitted to occupy the Property) would cause Unite Students to be in breach of the applicable planning legislation or any planning permission or Section 106 Agreement or other agreement relating to the Property);

Periodic Operations: the periodic operations set out in out in the Service Level Agreement;

Property: the property noted as 'Property' in the Key Commercial Terms;

Released Room: a room which is no longer let due to the Institution exercising its powers under clause 5.6 or 5.7 below;

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Rent: the weekly accommodation fee per Reserved Room specified in the Reserved Room List.

Reserved Rooms: means the rooms noted as 'Reserved Rooms' in the Key Commercial Terms and '**Reserved Room'** shall be construed accordingly;

Reserved Room List: means the list of Reserved Rooms appended to the Key Commercial Terms as Annexure 1;

Response and Rectification Times: the response and rectification times set out in the Service Level Agreement;

Responsibilities: the responsibilities set out in the Service Level Agreement;

Service Level Agreement: means the service level agreement in respect of the Services appended to the Key Commercial Terms as Annexure 3;

Services: means the services described in the Service Level Agreement;

Tenancy: an assured shorthold tenancy agreement between Unite Students and a Nominee for a Reserved Room (in the standard form of Unite Students as modified from time to time save as when otherwise agreed between Unite Students and the Institution) and '**Tenancy Agreement**' and **Tenancies** shall be construed accordingly;

Tenancy Period: in relation to a Reserved Room, that period between the Tenancy Start Date and Tenancy End Date (both dates inclusive);

Tenancy End Date: the date noted as the 'Tenancy End Date' in the Reserved Room List as applicable to each Academic Year;

Tenancy Start Date: the date noted as the 'Tenancy Start Date' in the Reserved Room List as applicable to each Academic Year;

Term: the term of the Agreement as defined in clause 3;

Unite Accommodation Officer: the person identified as such in the Key Commercial Terms or such alternative person as Unite Students may from time to time specify to the Institution in writing whose responsibility it is for implementing the Agreement;

Unite Students: the legal entity noted as 'Unite Students' in the Key Commercial Terms;

Institution: the legal entity noted as the 'Institution' in the Key Commercial Terms;

Institution Accommodation Officer: the person identified as such in the Key Commercial Terms or such alternative person as the Institution may from time to time specify to Unite Students in writing whose responsibility it is for implementing the Agreement;

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VAT: value added tax and/or any tax of a similar nature that may be substituted for it or charged or levied instead of or in addition to it; and

Working Day: any day falling on or between Monday and Friday upon which clearing banks in the City of London are open for business.

1.2 Unless there is something in the subject or context inconsistent therewith:

1.2.1 the expression "**Unite Students**" and "**Institution**" include their respective successors in title and assigns;

1.2.2 where two or more persons are included in the expressions "**Unite Students**" or "**Institution**" the obligations which are respectively undertaken by Unite Students or the Institution shall be deemed to be undertaken by such persons jointly and severally;

1.2.3 words importing persons shall include firms, companies and corporations and vice versa;

1.2.4 any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom;

1.2.5 references to "**Property**" include references to any part or parts of it;

1.2.6 the titles or headings appearing in these Conditions are for reference only and shall not affect their construction;

1.2.7 any reference to a clause, paragraph or schedule shall mean a clause, paragraph or schedule of these Conditions;

1.2.8 any phrase in the Agreement introduced by the term "**include**", "**including**", "**in particular**" or any similar expression shall be construed as illustrating and shall not limit the sense of the words preceding that term; and

1.2.9 the masculine gender shall include all other genders and the singular shall include the plural and vice versa.

2 BASIS OF AGREEMENT

2.1 The Agreement is made up of these Conditions and the Key Commercial Terms and annexed documents and constitutes the entire agreement between the parties. The Institution acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Unite Students which is not set out in the Agreement.

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2.2 In the event of an inconsistency or conflict between any of the provision of these Conditions and the provisions of the Key Commercial Terms, the provisions of the Key Commercial Terms shall prevail but only to resolve that inconsistency or conflict.

2.3 In the event of an inconsistency or conflict between any of the provision of these Conditions and the provisions of the Special Conditions (if any), the provisions of the Special Conditions shall prevail but only to resolve that inconsistency or conflict.

3 TERM

Subject to earlier termination under clause 14, the Agreement shall commence on the date it is signed by both parties and expire on the end of the last Tenancy Period to expire.

4 NOMINATION OF ROOMS

4.1 The Institution shall use reasonable endeavours to nominate Nominees to all of the Reserved Rooms as soon as practicable prior to the start of the Tenancy Period.

4.2 The allocation of Reserved Rooms among the Nominees shall be in the absolute discretion of Unite Students but Unite Students shall, insofar as it is reasonably practicable, arrange for the Nominees to be housed together and separately from students from other academic Institution's.

4.3 Unite Students shall not require a Nominee to pay a damages deposit or to provide a guarantor in respect of his/her Tenancy but, to the extent a Nominee is liable for damages to the Property in accordance with the terms of the Tenancy, the Institution shall be liable for the amount of such damages and shall indemnify Unite Students for the relevant amount forthwith upon being invoiced for the same by Unite Students.

5 OBLIGATIONS OF UNITE STUDENTS

5.1 Unite Students, as landlord (acting through the Institution, as the agent of Unite Students), shall Let the Reserved Rooms only to Nominees.

5.2 Unite Students may, in its fair and reasonable opinion and after due consultation with the Institution, reject Nominees notified to it in accordance with clause 6.2, whom Unite Students reasonably consider likely to cause disturbance and/or nuisance to any other occupiers of the Property, provided that Unite Students may only exercise its right to reject a Nominee under this clause 5.2 where it notifies the Institution of its decision no later than 5 Working Days after receipt by Unite Students of the information provided to it under clause 6.2.

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5.3 Unite Students shall inform the Institution of the identity of the Unite Accommodation Officer from time to time.

5.4 Unite Students shall use reasonable endeavours to ensure that all the Reserved Rooms in the Property are Available for Letting as at the start of the relevant Tenancy Period and remain Available for Letting (save where damaged by a risk covered under an insurance policy maintained by Unite Students for the Property) for the duration of the Tenancy Period.

5.5 Unite Students shall comply with its obligations to Nominees in the Tenancies and shall act properly, reasonably and responsibly in respect of the Tenancies.

5.6 The Institution shall have the right to request Unite Students to release a Nominee from a Tenancy and, subject to the Nominee agreeing to the surrender of such a Tenancy, such request shall not be unreasonably refused.

5.7 In the event that a Nominee is expelled by the Institution, and subject to clause 8 below, at the written request of the Institution, Unite Students will use reasonable endeavours at the Institution's cost to terminate the relevant Tenancy Agreement so far as Unite Students is able to in accordance with the terms of the Tenancy Agreement and obtain vacant possession of the relevant Reserved Room as soon as reasonably practicable after the Institution's request.

5.8 Unite Students shall insure, or procure the insurance of, the Property against loss or damage by Insured Risks to its full reinstatement value (including shoring-up, demolition and site clearance, professional fees and expenses, an allowance for building cost increases and all applicable VAT) and, on written request at reasonable intervals (provided Unite Students shall not be obliged to provide information more frequently than once in any year), Unite Students shall provide the Institution with a certificate from its broker confirming that such cover is in place.

5.9 If the Property is damaged or destroyed by any of the Insured Risks, Unite Students shall use all reasonable endeavours to procure that the Property is reinstated so that the Reserved Rooms are Available for Letting (with such variations to the previous design as may be required by Unite Students) as soon as reasonably practicable.

5.10 If for any reason any Reserved Rooms in the Property are not Available for Letting at the start of or at any time during the relevant Tenancy Period and:

5.10.1 a Nominee who has entered into a Tenancy is consequently unable to occupy the Reserved Room contracted to be let under the Tenancy; and

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5.10.2 Unite Students fails to make available suitable alternative accommodation reasonably acceptable to the affected Nominee and the Institution,

then the Institution shall be entitled in its reasonable discretion to provide alternative accommodation to such Nominee during the period until the Reserved Room becomes Available for Letting and in such event Unite Students shall pay to the Institution within 30 Working Days of written demand any Associated Costs in connection therewith provided that reasonable evidence of such Associated Costs is provided.

5.11 Unite Students shall notify the Institution in writing as soon as practicable of:

5.11.1 any Reserved Room which is not Available for Letting;

5.11.2 any damage or destruction to any Reserved Room or any common areas within the Property caused by an Insured Risk; and

5.11.3 any damage or destruction to any Reserved Room or any common areas within the Property caused by a Nominee and, in any event, within 5 Working Days of the expiry or termination of a Tenancy Agreement.

5.12 Unite Students shall not be obliged to permit any Nominee to take occupation of a Reserved Room prior to the start date of the Tenancy under which the relevant Reserved Room is Let.

5.13 Unite Students shall use reasonable endeavours to ensure that all occupiers of the Property comply with the terms of the Tenancies and in particular obligations relating to noise, nuisance and disturbance and any provisions relating to communal living within the Property.

5.14 Unite Students shall procure that the Property is in a clean and tidy condition at the commencement of the Tenancy Period.

5.15 Notwithstanding any other provision of the Agreement:

5.15.1 Unite Students shall comply with all applicable laws, guidelines, codes of practice and regulatory requirements relating to the Property, including all requirements in relation to the provision and maintenance of health and safety and fire safety measures; and

5.15.2 Unite Students shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the

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insurers of the Property and shall keep that machinery, equipment and alarms properly maintained.

6 OBLIGATIONS OF THE INSTITUTION

6.1 The Institution shall perform its obligations under the Agreement in a proper and professional manner.

6.2 The Institution shall promptly provide Unite Students with details of all Nominees to allow Unite Students to assess whether or not such Nominees, including but not limited to the Information, together with any such further information the Institution, acting reasonably, believes to be relevant are likely to cause disturbance and or nuisance to any other occupiers of the Property.

6.3 The Institution shall, in accordance with the principles of good estate management, and in accordance with any reasonable instructions from time to time given by Unite Students, advertise the Reserved Rooms in the Property alongside any other accommodation owned or managed by the Institution.

6.4 The Institution will use reasonable endeavours to assist Unite Students to recover any sums due from any Nominee under the terms of a Tenancy which has been notified to the Institution.

6.5 The Institution shall promptly process all Tenancy Agreements in respect of Reserved Rooms for their respective Tenancy Periods.

6.6 The Institution shall be entitled to assign a Tenancy Agreement to a substitute or replacement Nominee during a Tenancy Period with the written approval of Unite Students.

6.7 If a Nominee's occupation of a Reserved Room triggers a council tax liability (or liability to pay any similar or replacement tax) due to the fact the Nominee is not a student, the Institution shall procure that such council tax (or liability to pay any similar or replacement tax) is paid in a timely manner. Further, the Institution agrees to indemnify Unite Students in respect of any cost, expense and/or loss suffered by Unite Students as a consequence of the Institution failing to comply with its obligations in this clause 6.7.

7 SERVICES

7.1 Unite Students shall provide the Services set out in the Service Level Agreement in accordance with:

7.1.1 the provisions of the Agreement;

7.1.2 the principles of good estate management;

7.1.3 all relevant law and Necessary Consents; and

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7.1.4 Good Industry Practice,

in such a manner as not to detract from the image and reputation of the Institution.

7.2 Unite Students shall at all times ensure that the Services are performed by appropriately qualified and trained personnel, properly supervised and managed, to such standard of performance as it is reasonable to expect in all the circumstances.

7.3 The Response and Rectification Times and the timescales for the Periodic Operations should be regarded as a maximum. In the event that a Reserved Room becomes completely uninhabitable or unusable in the opinion of both the Institution and Unite Students (both acting reasonably), then Unite Students shall use all reasonable endeavours to make alternative arrangements to minimise inconvenience to Nominees until a resolution is affected.

7.4 Unite Students undertakes to co-operate in good faith with the Institution and the Institution undertakes to co-operate in good faith with Unite Students in order to facilitate the performance of the Agreement and in particular Unite Students and the Institution shall:

7.4.1 use reasonable endeavours to avoid unnecessary complaints, disputes and claims with or against the other; and

7.4.2 deal in a timely and diligent manner in relation to the giving of any approval, referral, instruction or consent and in responding to any query on request under the Agreement.

7.5 If Unite Students fails to provide any of the Services then the Institution may serve notice on Unite Students requiring the provision of the relevant Service to be commenced within a reasonable period following the service of that notice and if Unite Students fails to commence the provision of the relevant Service within a reasonable time then the Institution may carry out the works needed to provide the relevant Service and all reasonable and proper costs incurred by the Institution so carrying out any works (and any professional fees and any VAT in respect of those costs) shall be a debt due from Unite Students to the Institution payable within 5 Working Days of written demand (such demand to include reasonable evidence of the costs actually incurred by the Institution).

7.6 Unite Students shall not be liable to the Institution for any interruption to any Service because of repairs to or maintenance of, damage to or destruction of any equipment, breakdown, inclement weather, shortage of materials or labour or any other cause at all outside the reasonable control of Unite Students provided and to the extent that:

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7.6.1 any such interruption or failure could not reasonably have been prevented or shortened by the exercise of proper care, attention, diligence and skill by Unite Students or those undertaking the Services on behalf of Unite Students; and

7.6.2 Unite Students uses and continues to use all reasonable endeavours to restore the Services in question as soon as reasonably practicable.

8 GUARANTEED PAYMENT

8.1 The Institution shall pay the Guaranteed Payment in the Guaranteed Payment Instalments on the respective Guaranteed Payment Instalment Dates (or, if one or more of the same is not a Working Day, the next succeeding Working Day), by electronic funds transfer to such account as Unite Students may from time to time nominate to the Institution in writing and the parties acknowledge that the Guaranteed Payment is inclusive of all water rates, power, light, heating and all other utility services.

8.2 Unite Students appoints the Institution as agent of Unite Students to complete the Tenancies and to collect the Rent payable for each Tenancy and, in consideration of and subject to payment of the Guaranteed Payment, the Institution shall be entitled to all Rent payable under each Tenancy.

8.3 For any period during a Tenancy Period that a Reserved Room is not Available for Letting Unite Students shall, unless it makes available suitable alternative accommodation pursuant to clause 5.9, make payment to the Institution of an amount equivalent to the Rent payable for the period that the Reserved Room is not Available for Letting and all such payments by Unite Students shall be made to the Institution within 10 Working Days of each Guaranteed Payment Instalment Date for the preceding Guaranteed Payment Period in which a Reserved Room was not Available for Letting.

8.4 If Unite Students receives any Rent directly from a Nominee then Unite Students shall promptly notify the Institution and transfer the received Rent to the Institution by electronic funds transfer to such account as the Institution nominated to Unite Students in writing save that Unite Students shall not be obliged to transfer any such Rent where the Institution is in default of payments due to Unite Students under the Agreement. Unite Students shall not demand Rent from a Nominee under a Tenancy Agreement to the extent that the Rent has been met by the Institution via the Guaranteed Payment.

9 RENT

9.1 The Rent is inclusive of the following costs in respect of the Property:

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9.1.1 the cost of cleaning the communal parts of the Property (which for the avoidance of doubt is up to the outside door of the relevant Flat);

9.1.2 use of bicycle stores (if any);

9.1.3 the cost of:

(a) buildings and landlord's contents insurance effected by Unite Students or a Group Company on similar terms to the terms offered for any other occupiers of the Property where the insurance is effected by Unite Students or a Group Company (but subject to the exclusions, excesses and limitations that are applicable to any relevant insurance policy at any time and excluding any risks which are not available at a premium or on conditions which in the reasonable opinion of Unite Students are unacceptable or are refused by the insurers of Unite Students at any time);

(b) water rates, power, light, heating and all other utility services;

(c) external window cleaning;

(d) on site reception open during the hours specified in the Service Level Agreement;

(e) the provision of roving night time security (covering the Property and other properties);

(f) the costs incurred in connection with the provision of the Services;

(g) wifi internet access with speeds as specified in the Service Level Agreement;

9.2 The Rent is exclusive of the following costs in respect of the Property:

9.2.1 council tax (or any other tax levied or assessed on the occupation and use of the Property);

9.2.2 television licence fees;

9.2.3 charges for telephone calls;

9.2.4 use of the launderette;

9.2.5 car parking fee (if any);

9.2.6 contents insurance other than that referred to in clause 9.1.3; and

9.2.7 any internet charges (other than those referred to above),

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10 ASSIGNMENT

10.1 The Institution shall not deal with its interest in the Agreement:

10.1.1 other than by way of an assignment of the entirety of its interest under the Agreement; and

10.1.2 without the prior written consent of Unite Students and in considering any application for consent to assign Unite Students may (without limitation) have regard to the covenant strength of the proposed assignee and shall be entitled to withhold consent if (in the reasonable opinion of Unite Students) the proposed assignee is not of sufficient covenant strength to comply with the Institution's obligations under the Agreement.

10.2 Subject to clause 10.3, Unite Students shall not deal with its interest in the Agreement:

10.2.1 other than by way of an assignment of the entirety of its interest under the Agreement; and

10.2.2 unless the assignee prior to such assignment shall enter into a direct covenant with the Institution to comply in all respects with the obligations of Unite Students under the Agreement.

10.3 The parties acknowledge that in the event that Unite Students ceases to have an interest in the Property it may request that this agreement be transferred to the new owner by way of a formal novation and in that event the parties agree to work together in good faith to procure a novation of this agreement. In the event of a novation, clause 10.2.2 above shall not apply.

10.4 Unite Students shall be permitted by way of security only to assign or transfer all or part of its rights hereunder and/or its obligations (but so that Unite Students shall be entitled to assign or transfer their respective rights without assigning or transferring its obligations) to any person for the purposes of giving security.

10.5 If either party assigns its interest in the Agreement it shall forthwith give written notice of the assignment which contains sufficient details of the assignment to the other party.

10.6 Subject to the assignee entering into a direct deed of covenant with Unite Students or the Institution (as the case may be) in accordance with the provisions of clause 10.1.2 or clause 10.2.2 Unite Students or the Institution (as the case may be) shall be released from all of its obligations under this Agreement with effect from the date of the assignment and the assignee shall

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for all purposes be treated as if it was the original contracting party to this Agreement.

11 ASSISTANCE AND CO-OPERATION

11.1 Each party undertakes to co-operate in good faith with the other to facilitate the proper performance of the Agreement.

11.2 Unite Students and the Institution shall each perform their respective obligations under the Agreement in a proper and professional manner.

11.3 Nothing in clause 11.1 or clause 11.2 shall interfere with the right of each party to arrange its affairs in whatever manner it considers proper in order to perform its obligations under the Agreement.

11.4 Subject to the provisions of clause 11.5 each party shall provide the other with such information as the other may from time to time reasonably request in connection with the proper performance of its obligations under the Agreement.

11.5 Each party shall, where it receives a request whether for information or for approval to any matter contemplated by the Agreement, either supply the information, give the approval, or give reasons for withholding the approval within 5 Working Days of the request or, where there is a genuine reason for being unable to comply with the request in full within 5 Working Days, reply within 5 Working Days stating the reasons for not being able to comply with the request and in that event the party shall comply with the request within a further 5 Working Days (the parties agreeing that information may be withheld if not relevant to the terms or performance of the Agreement or necessary in order to comply with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) or where the supply of information could be in breach of a duty of confidentiality or would be damaging to the commercial interests of the party concerned or would otherwise be illegal).

11.6 The Unite Accommodation Officer and the Institution Accommodation Officer shall keep each other informed on a frequent and regular basis as to all matters relevant to the performance of the terms of the Agreement.

11.7 Without prejudice to the terms and conditions of the Agreement the Unite Accommodation Officer and the Institution Accommodation Officer shall be entitled to make reasonable representations to each other in connection with the procedures for nominating Nominees and shall be entitled to make reasonable requests for variations to such procedures so as to facilitate the grant of Tenancies to Nominees and the parties shall procure that each shall take reasonable account of such representations and requests.

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12 CONFIDENTIALITY

12.1 During the Term and after termination or expiration of the Agreement, howsoever caused, the Receiving Party shall:

12.1.1 keep the Confidential Information confidential;

12.1.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clause 12.1.4 and clause12.4; and

12.1.3 not use the Confidential Information for any purpose other than the proper performance of its obligations under the Agreement and on a need to know basis with regard to protecting the confidentiality of the Confidential Information; and

12.1.4 only disclose Confidential Information to its employees lenders or professional advisers or, where lawfully required to do so, public authorities (including but not limited to HM Revenue and Customs) (each a '**Recipient**') to the extent that it is necessary for the purposes of the Agreement.

12.2 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under the Agreement as if the Recipient was itself a party to the Agreement.

12.3 The obligations contained in this clause 12 shall not apply to any Confidential Information which and to the extent only:

12.3.1 is at the date of this Agreement or at any time thereafter, comes into the public domain other than through breach of the Agreement by the Receiving Party or any Recipient;

12.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

12.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party without any obligation of confidence to the Disclosing Party.

12.4 A Receiving Party may disclose Confidential Information to the extent required by law or by a court or other tribunal of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as reasonably possible.

13 FREEDOM OF INFORMATION

13.1 For the purposes of this clause 13, **Protected Information** means any one or

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more of:

13.1.1 the terms of this Agreement; and

13.1.2 the process and substance of any of the negotiations arising out of or in connection with this agreement or any of its terms.

13.2 If the Institution is subject to the requirements of FOIA, Unite Students shall, at the Institution's cost, provide such assistance as is reasonably required by the Institution to enable the Institution to comply with its obligations under FOIA including, without limitation, providing such information as the Institution may reasonably require in order to support any decision by the Institution not to disclose any information requested under FOIA in relation to the Agreement.

13.3 Unite Students acknowledges that the Institution is responsible for determining, having regard to any guidance or codes of practice issued by the Information Commissioner's Office or the Department for Constitutional Affairs whether:

13.3.1 any information is exempt from disclosure under FOIA;

13.3.2 in the case of a qualified exemption, the public interest in maintaining the exemption outweighs the public interest in disclosing the information; and

13.3.3 any information is to be disclosed in response to a request for information,

and in no event shall Unite Students respond directly to a request for information unless expressly authorised to do so by the Institution.

13.4 Where a request made in accordance with FOIA relates to any information that is Protected Information, the Institution shall consult with Unite Students prior to any proposed disclosure of Protected Information.

13.5 Where the Institution receives a request for information in relation to information that Unite Students is holding on behalf of the Institution and such information is not also held by the Institution, the Institution shall promptly notify Unite Students of such request for information. Unite Students shall promptly provide the Institution with a copy of all such information in the form that the Institution reasonably requires within 10 Working Days.

14 EARLY DETERMINATION

14.1 Unite Students may determine the Agreement by service of notice in writing on the Institution if the Institution commits a material breach of the Agreement which breach if capable of remedy has not been remedied within a reasonable period specified in writing by Unite Students to the Institution to enable the breach to be remedied (being not less than 20 Working Days).

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14.2 The Institution may determine the Agreement by service of notice in writing on Unite Students if Unite Students commits a material breach of the Agreement which breach if capable of remedy but has not been remedied within a reasonable period specified in writing by the Institution to Unite Students to enable the breach to be remedied (being not less than 20 Working Days).

14.3 Where a determination notice has been given under clause 14.1 or clause 14.2 then the right of determination under such notice shall:

14.3.1 be suspended where the party alleged to be in breach has challenged the validity of the notice or the existence or materiality of the breach by referring the matter to the dispute resolution procedure detailed in clause 16; and

14.3.2 following the commencement of dispute resolution procedures detailed in clause 17, only be valid if the independent expert determines that it is valid.

14.4 If a party suffers an Insolvency Event ('**Insolvent Party'**) the other party may by serving written notice on the Insolvent Party terminate the Agreement and on service of such notice the Agreement shall forthwith cease and determine.

14.5 Upon determination of the Agreement any payments due from either party to the other up to the determination of the Agreement shall be apportioned on a daily basis and shall be paid or refunded as appropriate within 5 Working Days of termination and otherwise the Agreement shall terminate and no longer be in force but without prejudice to any rights of either party in relation to any antecedent breach of covenant by the other.

15 MARKETING AND CO-BRANDING

The Institution shall promote and advertise the Reserved Rooms alongside the Institution's other student accommodation in any handbooks, website or other marketing material produced by the Institution from time to time. Unite Students shall, at the reasonable request of the Institution, provide reasonable information and marketing materials to the Institution to assist the Institution in marketing the Property.

16 DISPUTE RESOLUTION

16.1 Any dispute arising out of or in respect of the Agreement shall be referred by the parties forthwith to:

16.1.1 (in the case of the Institution) FAO: the Institution Accommodation Officer or such other person as the Institution may notify to Unite Students in writing from time to time; and

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16.1.2 (in the case of Unite Students) the Unite Accommodation Office or such other person as Unite Students may notify to the Institution in writing from time to time,

who shall for up to 20 Working Days negotiate in good faith for the purposes of resolving any such dispute (the "Negotiation Period").

16.2 In the event of the dispute not being resolved to the satisfaction of both parties before the expiration of the Negotiation Period the parties may appoint a mutually agreed independent surveyor to act as an expert to determine such dispute save that in the absence of such agreement between the parties, such independent surveyor shall be appointed by the current President of the Royal Institute of Chartered Surveyors (the '**President**') on the application of either party.

16.3 Where an independent expert is appointed pursuant to clause 16.2 (the "**Expert**"):

16.3.1 the Expert shall be required to notify the parties of the date of his appointment and permit the parties no more than 15 Working Days from the date of the Expert's appointment to make written representations to the Expert;

16.3.2 the Expert shall forthwith disclose to the parties any such written representations which the Expert has received from the other party and shall permit them no more than 15 Working Days from the date of such disclosure to make written submissions to the Expert on the other party's written representations;

16.3.3 the Expert shall be required to issue his determination within a period of 15 Working Days after the receipt of the last of the written representations or submissions referred to in clause 16.3.1 and clause 16.3.2 (or if there are no such representations or submissions after the expiry of the time allowed for them to be made or as soon as reasonably practicable afterwards);

16.3.4 in making the Expert's determination the Expert shall be required to have regard to such representations and submissions as have been made to the Expert;

16.3.5 the Expert's costs and expenses shall be borne by the parties equally unless the Expert otherwise directs; and

16.3.6 if the Expert dies or becomes unwilling or unable to act then a new independent expert may be appointed by the President on the application of either party to the dispute.

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17 DATA SHARING AGREEMENT

Unite Integrated Solutions plc provides the Services on behalf of Unite Students and handles personal data in connection with the provision of the Services. The terms of the Data Sharing Agreement shall apply to all processing of personal data arising out of or in connection with the Agreement.

18 GENERAL PROVISIONS

18.1 All payments due to Unite Students under the Agreement are inclusive of VAT.

18.2 If Unite Students is required to charge VAT on the Rents and/or other payments due under the Agreement then the terms of clause 18.1 shall be suspended in respect of such payments.

18.3 If at any time any clause or part of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

18.3.1 that shall not affect any other provision of the Agreement which shall remain in full force and effect except where it deprives one of the parties of a substantial part of the benefit intended to be derived by it from the Agreement;

18.3.2 the parties shall in good faith and acting reasonably and properly amend and, if necessary novate the Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision so that the amended provision complies with the laws of England; and

18.3.3 if the parties cannot agree upon the terms of any such amendment or novation within 6 months of the date upon which a clause was determined to be wholly or partly illegal, invalid or enforceable, then the parties agree to refer the terms of the amendment or novation back to the court, tribunal or administrative body which originally found the provision to be illegal, invalid or unenforceable. The parties agree that the court's tribunal's or administrative body's decision in this respect shall be final and binding.

18.4 Any notice to be given or served by either party to the other under the Agreement shall be in writing and shall either be delivered personally or posted by pre-paid special delivery or recorded delivery post to the address set out in the Key Commercial Terms or to such other address as one party notifies to the other in writing.

18.5 Service under clause 18.4 shall be deemed to have been effected as follows:

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18.5.1 if personally delivered, at the time of delivery to the addressee during working hours, or if not during working hours, at 10.00am the following Working Day; or

18.5.2 if sent by pre-paid special delivery or recorded delivery post, on the second Working Day after it has been put in the post.

18.6 In proving service under clause 18.4 it shall be sufficient to prove that personal delivery was made or that the letter was properly addressed and posted.

18.7 No variation to the Agreement shall be effective unless in writing signed by a duly authorised representative of each of the parties.

18.8 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.9 Any relaxation, forbearance, indulgence or delay (together '**Indulgence'**) of either party in exercising any right shall not be construed as a waiver of the right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against the party or any other person).

18.10 Nothing in the Agreement shall create any interest in land.

18.11 Nothing in the Agreement shall be construed as creating a relationship between the parties of partnership; joint venture, or employer and employee.

18.12 Except where expressly provided otherwise in the Agreement, the Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes any prior representations, communications, negotiations and understandings concerning the subject matter of the Agreement.

18.13 If either party fails to pay any sum under the Agreement within 10 Working Days of the date it became due the defaulting party shall pay interest at the Interest Rate from the due date to the date of actual payment.

18.14 Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation execution and completion of the Agreement.

18.15 Each party shall do all things and execute all further documents necessary to give full effect to the Agreement.

18.16 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation

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shall be governed by and construed in accordance with the law of England and Wales.

18.17 Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection the Agreement or its subject matter or formation.

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AGREED:

Signed for and on behalf of **Unite Students** by:

Authorised Signatory : 

Name : Will White

Position : Head of Operations

Date : 27-03-2024 | 9:06 AM GMT

Signed for and on behalf of the **Institution** by:

Authorised Signatory : 

Name : Asim Erturk

Position : Managing Director

Date : 28-03-2024 | 4:34 AM PDT