AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building: all that land and buildings known as Kings Road Student Accommodation, 191 Kings Road, Reading, RG1 4EX or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: private study bedroom.

Property: room number as specified on Page 2, Kings Road Student Accommodation, 191 Kings Road, Reading, RG1 4EX which shall include all fixtures and fittings thereon.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedule.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to **writing** or **written** excludes faxes and e-mail.

1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and [to use its best endeavours] to prevent such act or thing being done by a third party.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 LICENCE TO OCCUPY

2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in Schedule 1.

2.2 The Licensee acknowledges that:

(a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;

(b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;

(c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.

3 LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

3.1 To pay the Licensor the agreed annual Licence Fee without any deductions.

3.2 To keep the Property clean, tidy and clear of rubbish.

3.3 Not to use the Property other than for the Permitted Use.

3.4 Not to make any alteration or addition whatsoever to the Property.

3.5 Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed.

3.6 Not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property.

3.7 Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them.

3.8 Not to partake in any action that may be deemed as anti-social behaviour affecting other Licensees, the Licensor or the servants of the Licensor.

3.9 Not to cause excessive noise between the hours of 11pm- 8am

3.10 Not to partake in any activities in the outside grounds of the building which may cause disruption to residents or other tenants.

3.11 Not to drink alcohol in the outside grounds of the building including all areas within the fenced perimeter.

3.12 Not to tamper with any window restrictors within the building common parts or bedrooms.

3.13 Not to park anywhere in the building grounds.

3.14 Not to keep any pets at the Property.

3.15 Not to smoke or light candles anywhere within the Property or the Building.

3.16 Not to tamper with or misuse any fire detection or firefighting equipment within the Property or the Building.

3.17 Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time.

3.18 To comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

3.19 To observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts.

3.20 To leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period.

3.21 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(a) this agreement;

(b) any breach by the licensee of the Licensee's undertakings contained in clause 3; and/or

(c) the exercise of any rights given in clause 2.

3.22 To pay to the Licensor interest on the Licence Fee or other payments at the rate of 3 per cent per annum above the base rate of Lloyds Bank Plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this agreement within 14 days of the due date (whether formally demanded or not).

3.23 To be responsible for obtaining an appropriate TV Licence at their own expense, if the Licensee has a TV in the Property.

4 TERMINATION

4.1 The licence to occupy granted by this agreement shall end on the earliest of:

(a) The End Date as stated on Page 2

(b) The Licensor giving notice to the Licensee at any time for breach of any of the Licensee's obligations contained in clause 3.

4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

5 NOTICES

5.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

(a) to the Licensor at Kings Road Student Accommodation, 191 Kings Road, Reading, RG1 4EX marked for the attention of Property Manager

(b) to the Licensee at the address of the Licensee stated at the head of this agreement marked for the attention of the Licensee or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

5.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

6 GUARANTEE AND INDEMNITY

6.1 The Guarantor guarantees to the Licensor that the Licensee shall pay the Licence Fee and observe and perform the licensee covenants of this agreement and that if the Licensee fails to pay the Licence Fee or to observe or perform any of the licensee covenants, the Guarantor shall pay and/or observe and perform the covenants.

6.2 The Guarantor covenants with the Licensor as a separate and independent primary obligation to indemnify the Licensor against any failure by the Licensee to pay the Licence Fee or any failure to observe or perform any of the licensee covenants of this agreement.

6.3 The liability of the Guarantor under clause 6.1 and clause 6.2 shall continue until the agreement comes to an end and the Licensee is released from the licensee covenants of this agreement.

6.4 The liability of the Guarantor shall not be affected by:

(a) any time or indulgence granted by the Licensor to the Licensee; or

(b) any delay or forbearance by the Licensor in enforcing the payment of the Licence Fee or the observance or performance of any of the licensee covenants of this agreement or in making any demand in respect of them; or

(c) the Licensor exercising any right or remedy against the Licensee for any failure to pay the Licence Fee or to observe or perform the licensee covenants of this agreement; or

(d) the Licensor taking any action or refraining from taking any action in connection with the Licence Fee; or

(e) the Licensee dying or becoming incapable of managing his/her affairs.

7 NO WARRANTIES FOR USE OR CONDITION

7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use, but in their opinion the Property is physically fit for purpose as specified in clause 2.

8 LIMITATION OF LICENSOR'S LIABILITY

8.1 Subject to clause 8.2, the Licensor is not liable for:

(a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or

(b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

(a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

(b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9 RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10 GOVERNING LAW AND JURISDICTION

10.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated on page 1.

Schedule 1

Rights Granted to Licensee

1 The right for the Licensee to use:

1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.

1.2 The Service Media serving the Property.

Signatures

Before signing this Agreement the Licensee should read the following notes.

The licence agreement is a legally binding document. Signing it means that the Licensee has read, understands and agrees to be bound by its terms. The Licensee should therefore satisfy him/herself that this is the case before signing. The Licensee should be aware that he/she will be bound for the whole of the tenancy period and will not be released from his/her obligations until the tenancy period expires.

Signed by the Licensee:……..

Full Name:……..

Date:……..

Please note if a guarantor is required, then the Guarantor must sign this agreement. If upon routine checking the Guarantor is found not to be genuine, then the Licensor shall have the right to withdraw the offer of accommodation. If anyone other than the Guarantor signs this agreement, or forges the Guarantor's signature, this is a criminal offence and will be reported to the police.

Signed by the Guarantor:……..

Full Name:……..

Date:……..

Bank Details - Bank:……..

Account Name:……..

Account Number:……..

Sort Code:……..

Signed on behalf of Bagri Foundation:……..

Date:……..