

**DATED**

**200**

**(1) NIDO KING'S CROSS LIMITED**

**-and-**

**(2)**

**LICENCE AGREEMENT**

relating to Nido King's Cross,  
200 Pentonville Road, London N1 9JS

**AGREEMENT FOR SINGLE ROOMS**

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BETWEEN the Licensor and the Licensee named in clause 1.

**1. PARTICULARS**

**Licensor:** NIDO KING'S CROSS LIMITED (company number 6002315) whose registered office is at 40 Berkeley Square, London W1J 5AL

**Licensor's address for service:** the Licensor's address for service as stated above

**Licensee:** ◆ of ◆ [*student details to be added*]

**Property:** Room Number on the floor of the Building

**Licence Period:** From and including to and including

**Licence Fee:** £◆ (◆ Pounds) payable in advance (whether formally demanded or not) by ◆ instalments on ◆ and ◆ and ◆ the first instalment being due immediately on or before the signing and completion of this Licence Agreement

**Licence Fee Prepayment:** £◆ (◆ Pounds) the receipt of which the Licensor acknowledges

**Damage Deposit:** £◆ (◆ Pounds) the receipt of which the Licensor acknowledges

**Furniture and Effects:** the furniture and effects which are in the Property and details of which are set out in the attached inventory signed by the parties

<b>Rights:</b>	the rights set out at Schedule 1
<b>Exceptions:</b>	the exceptions set out at Schedule 2
<b>Licensor's Agent:</b>	Blackstone Property Management Limited of 9 Kingsway London WC2B 6XF or such other person or body as the Licensor may appoint from time to time to manage the Building

## 2. DEFINITIONS

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

**"Bedspace"** means a designated bedspace in a Room

**"Building"** means the Licensor's building known as Nido King's Cross, 200 Pentonville Road, Islington, London N1 9JS of which the Property forms part

**"Common Room"** means any of the Common rooms in the Building which the Licensor shall designate for use by the Licensee from time to time;

**"Conduits"** means all wires pipes sewers drains cables ducts shafts gullies flues gutters watercourses soakaways and other like conducting media of whatsoever nature (including all meters and other apparatus used in connection with them) which now are or may hereafter during the Perpetuity Period be laid;

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

**"Licensor"** means the party referred to in the Particulars and includes that party's successors in title;

**"Perpetuity Period"** means the period of 80 years commencing on the date of this agreement being the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964 applicable to this agreement;

**"Regulations"** means the Nido King's Cross Student Handbook and such regulations as may be imposed from time to time by the Licensor;

**"Room"** means room number                      on the                      floor of the Building.

### **3. LICENCE**

3.1 The Licensor permits the Licensee to use the Property for the Licence Period on the terms of this agreement and to exercise the Rights in common with the Licensor and all others entitled to them. The Exceptions are reserved to the Licensor.

3.2 The parties agree that it is not their intention that the Licensee be granted and the Licensee is not granted exclusive possession of the Property or of any other accommodation in the Building.

### **4. REGULATIONS**

The Licensee shall comply with the Regulations save that in the event of conflict between the Regulations and this Licence the terms of this Licence shall prevail.

### **5. LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor:

#### **5.1 Licence Fee**

To pay to the Licensor or as the Licensor may direct the balance of the Licence Fee, the Licensor having received the Licence Fee Prepayment generally on account of the total Licence Fee prior to the date of this agreement.

#### **5.2 Damage Deposit**

To pay to the Licensor or as the Licensor may direct the Damage Deposit.

#### **5.3 Services, etc**

To pay or to indemnify the Licensor and the Licensor's Agent against:

5.3.1 all charges for the use of any telephone, facsimile machine or similar devices at the Property and all standing charges or similar charges relating to such equipment;

5.3.2 the licence fees for any television on the Property;

- 5.3.3 a fair and proper proportion of the cost of cleaning in an appropriate manner all curtains and carpets on the Property which have become soiled during the Licence Period (reasonable use and fair wear and tear being allowed for);
- 5.3.4 any credit card charges which may be charged to or be payable by the Licensor on any payments which are made by the Licensee under this agreement if (which the Licensor is not obliged to do) the Licensor agrees to accept any such payments by credit card;
- 5.3.5 any bank charges which may be charged to or payable by the Licensor as a result of any payments which are due from the Licensee under this agreement being dishonoured stopped or otherwise referred for payment;
- 5.3.6 interest at the rate of three per cent per annum above the base rate from time to time of the Royal Bank of Scotland PLC on any sum payable under this agreement that is not paid by the due date such interest to be calculated from and including the due date to but not including the date of payment (both before and after any judgment) provided that this clause shall not entitle the Licensee to withhold or delay payment of any such sum or affect the rights of the Licensor in relation to any non-payment; and
- 5.3.7 any value added tax or any similar or substituted tax on any sums payable by the Licensee under this agreement.

#### **5.4 Use of Property**

- 5.4.1 The Licensee shall not use or occupy the Property except as accommodation to be occupied by a full-time student who is undertaking a course of education with an Educational Institution for residential and study purposes only.
- 5.4.2 During the Licence Period the Licensee shall not do or suffer anything to be done which may be a nuisance, annoyance or injury to the Licensor and/or the other licensees of the Building and, in particular, but without limitation:
  - 5.4.2.1 any noise or lighting from any radios, televisions, video recorders, music centres, personal computers, musical instruments or other equipment or voices must not cause annoyance or inconvenience to any other person; and

- 5.4.2.2 the Licensee shall not generate any smells which cause annoyance or inconvenience to any other person;
- 5.4.3 Without limitation during the Licence Period the Licensee shall not:
- 5.4.3.1 hold or permit or suffer to be held in the Property any sale by public auction;
  - 5.4.3.2 carry out or permit to be carried out upon the Property any profession, trade or business whatsoever;
  - 5.4.3.3 have overnight guests or receive paying guests on the Property;
  - 5.4.3.4 obstruct in any way the entrance passages, stairways and lifts, if any, leading to the Property;
  - 5.4.3.5 hang or allow to be hung any clothes or other articles on the outside of the Property;
  - 5.4.3.6 display any notice, poster, sign or display on the exterior of the Property or from the interior of the Property so as to be visible from the exterior of the Property;
  - 5.4.3.7 keep any combustible, dangerous or offensive goods, provisions or materials upon the Property nor provisions or materials the possession of which is forbidden under this agreement, the Regulations or by law;
  - 5.4.3.8 keep or allow to be used any oil or gas heating apparatus of a portable or movable nature upon the Property;
  - 5.4.3.9 keep any pets or animals (excluding guide dogs but including, for the avoidance of doubt, reptiles, birds or insects) of any type on the Property;
  - 5.4.3.10 leave the Property unoccupied or vacant for any period exceeding two weeks without an arrangement having been made with the Licensor;

- 5.4.3.11 use the Property for any purpose which is illegal or otherwise objectionable to the Licensor including, for the avoidance of doubt, the use, sale or keeping of classified drugs or any other use which contravenes the Regulations;
- 5.4.3.12 smoke in the Building;
- 5.4.4 whenever the Property is left unattended, the Licensee shall fasten securely all deadlocks or other locks and bolts fitted to doors and windows of the Property;
- 5.4.5 the Licensee shall not invite the public (generally or any specific section) to come to the Property nor use the Property for any purpose which attracts or is likely to attract casual callers; and
- 5.4.6 the Licensee shall not be entitled to use any electrical appliance on the Property unless and until satisfactory evidence has been provided to the Licensor that the electrical appliance has passed a [Portable Appliance Test].

## **5.5 Caring for the Property**

- 5.5.1 (Subject only to the Licensor's obligations under the general law and to damage in respect of which the provisions of this agreement relating to the suspension of Licence Fee apply) to keep:
  - 5.5.1.1 the Property clean and tidy and keep the internal decorations in good condition (fair wear and tear accepted);
  - 5.5.1.2 the Furniture and Effects in good condition (fair wear and tear accepted) and not to remove the Furniture and Effects from the Property; and
  - 5.5.1.3 the common parts of the building of which the Property forms part clear, to do nothing which precludes their use as common parts and to make good any damage caused to them by the Licensee or any invitees;
- 5.5.2 If the Licensor serves notice on the Licensee requiring the Licensee to clean the Property to comply with this clause 5.5.2, the Licensee must carry out

any cleaning required within 48 hours of the service of such notice. If the Licensee fails to comply with such notice, the Licensor will be entitled to enter and remain upon the Property (as appropriate) to carry out such works and the costs incurred by the Licensor shall be payable to the Licensor by the Licensee on demand.

5.5.3 The Licensee agrees with the Licensor that in the event of any damage and breakages to the Furniture and Effects which may occur during the Licence Period to notify the Licensor of such damage or breakage and to pay to the Licensor the Licensor's costs and expenses in making good the damage or breakage (such costs to be payable within 14 days of written demand).

## **5.6 Entry by the Licensor**

To allow the Licensor or anyone with the Licensor's written authority at any time to enter the Property for any reasonable purpose including (by way of example only and not by way of limitation):

5.6.1 so as to inspect the condition of the Property; and/or

5.6.2 so as to carry out the works to any Property which are not the responsibility of the Licensee; and/or

5.6.3 for any purposes under the Gas Safety (Installation and Use) Regulations 1998 (such regulations being by way of assistance to the parties only and without seeking to alter the effect of such regulations oblige the Licensor to make annual checks for safety to gas fittings;

## **5.7 Alterations**

Not to alter or make any additions to the Property or erect any wireless or TV aerials or satellite dishes on the Property or Building.

## **5.8 Dealings, etc**

Not to deal in any way with this agreement or the Property or the possession or occupation of the Property (it being understood that this agreement is personal to the Licensee).

## **5.9 Formal notices**

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

## **5.10 Re-licensing**

To allow the Licensor and those authorised by the Licensor to enter the Property at reasonable times of the day with or without prospective licensees and/or purchasers so as to facilitate the Licensor's re-licensing or other disposal of the Property.

## **5.11 Locks**

5.11.1 Not to alter or change or install any locks to doors or windows in the Property nor have additional keys cut or keycards made without the consent of the Licensor (such consent not to be unreasonably withheld or delayed).

5.11.2 Not to give his or her keycards, security passes and/or keys to others.

5.11.3 To pay the cost of replacing any keycards, security passes and/or keys issued to the Licensee which are lost or which are not returned when the Licensee ceases to use the Property.

## **5.12 Insurance**

5.12.1 Not to do anything which will or may cause the policy of insurance relating to the Building or any nearby property to become void or voidable or the premium on any of such policies be increased;

5.12.2 To effect a suitable insurance policy in respect of the Licensee's personal items kept in the Bedspace or the Room or any other part of the Building. The Licensee acknowledges that he or she is fully responsible for protecting and safeguarding his or her personal property against all risks of loss or damage (including but not limited to theft and breakage) and the Licensee also acknowledges that neither the Licensor nor the Educational Institution at which he or she is studying are responsible for any such loss or damage in any way whatsoever

### **5.13 Disrepair**

To inform the Licensor promptly of any disrepair for which the Licensor is responsible.

### **5.14 Expiry, etc**

5.14.1 At the end of the licence period created by this agreement:

5.14.1.1 to give the Licensor vacant possession;

5.14.1.2 to return to the Licensor all keys relating to the Property; and

5.14.1.3 to remove all personal possessions and refuse from the Room and from the Building.

5.14.2 The Licensee hereby irrevocably appoints the Licensor to be its agent to store or dispose of any effects left by the Licensee on the Property after the termination of this agreement (whether by effluxion of time or otherwise) on any terms that the Licensor thinks fit and without the Licensor being liable to the Licensee save to use reasonable endeavours to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Licensor and hereby agrees to indemnify the Licensor against any liability incurred by the Licensor to any third party whose property shall have been sold by the Licensor in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Licensee.

## **6. LICENSOR OBLIGATIONS**

The Licensor agrees with the Licensee:

### **6.1 No interruption**

To allow the Licensee to possess and enjoy the Property without interruption from the Licensor except in so far as the Licensor is entitled to do so under this agreement.

### **6.2 Charges, etc**

To pay and indemnify the Licensee against all charges relating to the Property except

those which the Licensee has expressly agreed to pay.

### **6.3 Provision of Services**

The Licensor shall not be liable for any injury or loss or damage suffered by the Licensee which is caused by breakdown absence or insufficiency of any of the services to be provided by the Licensor under the terms of this licence agreement or by any defect in the Building or by the closure of any rooms or areas within the Building in circumstances either where such breakdown absence or insufficiency of services or default ("Problem") is caused by circumstances which are beyond the control of the Licensor or where the Licensor has used all reasonable endeavours to rectify the Problem, but has failed to do so.

### **6.4 Repairing obligations**

To keep the structure and exterior and interior of the Building (including Common Rooms) and the installations for the supply of water, electricity, space heating and heating water and the installations for the purposes of sanitation which serve the Room in good repair and condition (damage caused by risks against which the Licensor shall have insured the Building excepted).

## **7. AGREED MATTERS**

The Licensor and the Licensee agree as follows:

### **7.1 Interpretation**

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

7.1.1 the singular includes the plural and vice versa;

7.1.2 any obligation undertaken by more than one person is a joint and several obligation;

7.1.3 a reference to any one gender includes either other gender;

7.1.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it;

7.1.5 the headings are for guidance only and shall not affect the meaning of this agreement;

7.1.6 an obligation to do something includes an obligation to procure it to be done; and

7.1.7 an obligation not to do something includes an obligation not to allow it to be done.

## **7.2 Termination**

7.2.1 The Licensor shall be entitled to terminate this Licence immediately by service of a written notice ("Notice") addressed to the Licensee and delivered to the Room if the Licensee ceases his or her course of study at his or her sponsoring Educational Institution

7.2.2 the Licensee and the Licensor each acknowledge that the Licensor will serve a Notice on the Licensee if the Licensor receives a notification from the Licensee's sponsoring Educational Institution confirming that the Licensee has been terminated from his or her programme of studies at that Educational Institution

## **7.3 Recovery of possession**

If the Licensee is more than 14 days late in paying the Licence Fee (whether formally demanded or not) or is in breach of any of the terms of this agreement then (subject only to the provisions of the general law) the Licensor may recover possession of the Property and the licence created by this agreement will then determine but all the Licensor's other rights and remedies will remain unaffected. This provision is subject to the Licensee's rights under the general law which include but are not limited to the requirement for the Licensor to obtain a court order before seeking to recover possession of the Property from the Licensee

## **7.4 Apportionment**

Sums requiring apportionment will be apportioned on a daily basis.

## **7.5 Licence Fee suspension**

If the Property is rendered uninhabitable by a risk against which the Licensor insures and payment of the insurance money is not wholly or partly refused because of any act or default of the Licensee then the Licence Fee will cease to be payable until the Property is made habitable.

## **7.6 Data protection**

The Licensee:

7.6.1 acknowledges that information relating to this agreement and personal data relating to the Licensee will be held in electronic and other systems by the Licensor and any managing agent retained by the Licensor for the purposes of the administration and enforcement of this agreement and the management of the Building; and

7.6.2 agrees that such information and personal data may be used and, where necessary, disclosed to third parties for such purposes.

## **7.7 Damage Deposit**

The following terms relate to the Damage Deposit:

7.7.1 the Damage Deposit will be:

7.7.1.1 held by the Licensor in a separate bank account to that in which it holds its own money; and

7.7.1.2 repaid to the Licensee within 30 days after the Licensee has fully vacated the Property and paid all sums due under this agreement and subject to the provisions of this clause;

7.7.2 the Licensor may retain from the Damage Deposit an amount equivalent to any sums payable by the Licensee under this agreement but not paid (whether or not a formal demand has been made) and an amount equivalent to any expense properly incurred by the Licensor resulting from any failure by the Licensee to observe and perform the Licensee's obligations under this agreement;

- 7.7.3 if the Licensor transfers its interest in the Property then the Licensor shall procure that the transferee agrees in writing with the Licensee to observe the provisions of this clause before the Damage Deposit may be paid to the transferee;
- 7.7.4 the Damage Deposit is acknowledged as belonging to the Licensee subject to the provisions of this agreement;
- 7.7.5 this payment of the Damage Deposit shall not entitle the Licensee to withhold or delay payment of any other sum due under this agreement;
- 7.7.6 the rights and remedies of the Licensor under this clause are additional to and not in substitution for its other rights and remedies; and

where the Licensor's agent is to hold the Damage Deposit the Licensor shall procure that the Damage Deposit is held on equivalent terms as to those set out above.

#### **7.8 Alternative Accommodation**

In the event that the Licensor requires the Licensee to move to an alternative Bedspace or Room in the Building at any time for, for example, health and safety reasons or because of reasonable logistic or administrative requirements then the Licensee shall move to an alternative Bedspace or Room within forty eight (48) hours of request and this licence agreement shall apply to the Licensees occupation of that alternative room or Bedspace. For the avoidance of doubt the Licensor may require the Licensee to move to an alternative room or Bedspace at any time and on any number of occasions during the Licence Period.

### **8. RIGHTS OF THIRD PARTIES**

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

## **SCHEDULE 1**

### **Rights granted**

1. Use of Common Rooms and such other shared facilities in the Building as may be designated by the Licensor for use by the Licensee from time to time;
2. Use of the laundry rooms and other parts of the Building which are designated by the Licensor for use by the occupiers of the Building from time to time;
3. Passage on foot or wheelchair over the common entrance hall, staircases, landings and lifts in the Building for the purposes of obtaining access to and egress from the Property
4. Free and uninterrupted passage and running of water, soil, electricity and other services from the Building through all pipes, wires, channels, drains, cisterns, meters and sewers through and under the Property

## **SCHEDULE 2**

### **Exceptions**

Excepting and reserving in favour of the Licensor and its licensees agents and licensees and those authorised by the Licensor and all other persons who now have or may hereafter be granted similar rights:

1. the full free and uninterrupted passage and running of water soil electricity and all other services and supplies of whatsoever nature from and to any other parts of the Building and any other adjoining or neighbouring property of the Licensor through such of the Conduits serving the same which are or may hereafter during the Perpetuity Period be in on under or over the Property and the right of entry onto the Property for the purpose of inspecting repairing renewing re-laying cleansing maintaining and connecting up to any such existing or future Conduits;
2. the right to erect or to consent hereafter to any person erecting a new building or to alter any part of the Building or any building for the time being on any adjoining or neighbouring property of the Licensor in such manner as the Licensor or the person or persons exercising such right may think fit and notwithstanding that such alteration or erection may diminish the access of light and air enjoyed by the Property and the right to deal with the remainder of the Building and any adjoining or neighbouring property of the Licensor as it may think fit;
3. the right to erect scaffolding for the purpose of repairing cleaning rebuilding renewing or altering the Building or any part thereof or any buildings which now or may at any time during the Licence Period be on the adjoining or neighbouring property of the Licensor notwithstanding that such scaffolding may restrict the access to or enjoyment and use of the Property;
4. the right for the Licensor and those authorised by the Licensor to enter the Property for the purposes and in the manner mentioned in this agreement or reasons otherwise arising out of or in connection with the Licensor's ownership of the Property and/or Building; and
5. all rights of light air support shelter and protection for the parts of the Building not included in the Property and all such rights (if any) as shall now or hereafter belong to and be enjoyed by any land or premises adjacent to the Building.

### **SCHEDULE 3**

#### **Furniture and Effects**

1 Microwave

1 Bed

1 Mattress

1 Desk

1 Desk Chair

1 Everyday Chair

1 Kettle

**EXECUTED** (but not delivered until the date )  
hereof) as a Deed by )  
as Attorney for Nido King's Cross Limited )  
under a Power of Attorney dated )  
in the presence of: )

Witness Name:

Witness Address:

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

Witness Name:

Witness Address:

Witness Occupation: