LONDONIST
STUDENT ACCOMMODATION AGENCY

AGENCY COMMISSION AGREEMENT

This agreement is dated 17th January 2022. (the "**Commencement Date"**).

Parties

(1) Londonist DMC Limited incorporated and registered in England and Wales with company number 08392889 and registered office at 5 Great James Street, London WC1N 3DB ("**Londonist"**) and;

(2) The "**Agent"**:

Agent name:	Digital Brands Limited
Agent's registered office OR address:	50 Athol St, Douglas, Isle of Man IM1 1JB Tel: +44 0 7878347242
Company Number:	No. 133954C
Agent email:	Email contact address: info@studentroomrentals.com corporate email: hello@digitalbrands.im
Agent's main representative:	Name: Terry Berends Msc. Title: Owner Email: info@studentroomrentals.com Tel: +44 0 7878347242 Postal Address: Flat 6, Antrim Mooragh Promenade, Ramsey, Isle of Man IM8 3AQ
Agent's finance representative (if any):	Name: Terry Berends Msc. Email: info@studentroomrentals.com Tel: +44 0 7878347242

Background

(A) The Agent has a number of potential student contacts, who may be interested in purchasing student accommodation services from Londonist that it is willing and able to introduce to Londonist.

(B) Londonist is a student accommodation agency who wishes to be introduced to such contacts and is willing to pay the Agent a commission on the terms of this agreement if such contacts purchase services from it.

(C) The Agent is willing to introduce contacts to Londonist in return for commission as set out in this agreement.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement, unless the context otherwise requires.

1.1 **Definitions:**

Booking Conditions: the respective obligations of the parties as set out at Schedule 1 herein.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: means the date on which this Agreement comes into force, as set out in clause 10.

Commission: has the meaning given to it in clause 3.1 and is calculated as set out in clause 3.2. and stated in Schedule 2. This will be the Commission payable by Londonist to the Agent inclusive of any VAT.

Introduction: the provision to Londonist of the contact details of a Student. **Introduce**, **Introduces**, and **Introduced** shall be interpreted accordingly.

Introduction Date: for each Student, the date during the term of this agreement on which the Agent first Introduces such Student to Londonist.

Introduction Period: for each Student, the 6 months from the Introduction Date.

Net Income: the payments made to Londonist for the Services under a Relevant Contract less

a) any value added tax or other sales tax on them, and

b) any Bedding and Services Fee, or other fees charged by Londonist in addition to the base accommodation fee, and

c) any out-of-pocket expenses incurred by Londonist in providing the Services, and;

d) any discounts or rebates granted by Londonist.

Price: the Net Income payable by the Student. Includes the Deposit Fee, Bedding and Service Fee, Base Accommodation Fee, any Room Change Fee and any other fees charged by Londonist.

Relevant Contract: a contract for the supply of Services entered into during the Introduction Period between Londonist and a Student who was Introduced by the Agent.

Room: any premises or units of Londonist to occupy by Students.

Room Change Fee: a fee for a Student to upgrade their booking or change their room.

Services: the accommodation services provided by Londonist excluding any other services from time to time offered by Londonist (such as Bedding and Services Fee, cleaning fees and any other fees charged by Londonist other than the base accommodation fee) and which Londonist, by express written notice to the Agent, includes within the scope of this agreement.

Start Date: the date when the accommodation period in Relevant Contract starts.

Student: a person to whom Londonist has not at any time previously provided any Services and with whom Londonist has not been in negotiations to provide the Services in the eighteen months before the Introduction Date.

Territory: the United Kingdom

Visa Refusal Letter: An original or certified copy letter issued by the British Consulate or Embassy confirming that the Student has been refused permission to enter the United Kingdom to study.

1.2 **In this agreement, except where the context otherwise requires:**

1.2.1 **Person**. A **person** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.2 **Schedules.** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.2.3 **Amendments to Statutes.** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.4 **Subordinate Legislation**. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.2.5 **Writing.** A reference to **writing** or **written** includes postage and e-mail.

1.2.6 **"Including".** Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.7 **Clauses and Schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement. Clause headings are included for convenience only and shall not affect the interpretation of this agreement.

1.2.8 **Plural.** Use of the singular includes the plural and vice versa.

2. Introductions

2.1 **Appointment.** Londonist appoints the Agent on a non-exclusive basis to identify Students for Londonist in the Territory and to make Introductions of such persons on the terms of this agreement.

2.2 **Duties of Agent.**

(a) **Good faith.** The Agent shall serve Londonist faithfully and diligently and not to allow its interests to conflict with its duties under this agreement;

(b) **Introductions.** The Agent shall use its best endeavours to make Introductions of Students;

(c) **Reports**. The Agent shall report in writing to Londonist from time to time on progress made with Students; and

(d) **Compliance with Instructions.** The Agent shall comply with all reasonable and lawful instructions of Londonist.

(e) **Compliance with the Booking Conditions.** The Agent shall comply with his duties as set out in Schedule 1.

Duties for their payments must be listed – to notify of cancellations for example on time.

2.3 **Limited Scope of Authority.**

(a) **No Authority to Bind**. The Agent shall have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind Londonist in any way, and shall not do

any act which might reasonably create the impression that the Agent is so authorised.

(b) **No Authority to Contract or Negotiate.** The Agent shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Londonist, including for the provision of the Services or the Price for them, and shall not negotiate any terms for the provision of the Services with Students other than as expressly set out in Schedule 1 hereon or otherwise agreed in writing by Londonist.

2.4 **Obligation to Disclose Limits on Authority.** The Agent must disclose to each Student that it is an Introduction agent of Londonist and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of Londonist.

2.5 **Obligation to Obtain Data Protection Permission.** The Agent must provide each Student with a copy of Londonist's Privacy Policy and obtain written confirmation that each Student agrees prior to making any Introductions.

2.6 **Marketing Material.** The Agent shall not produce any marketing material for Londonist's services or use Londonist's name, logo or trademarks on any marketing material for the Services without the prior written consent of Londonist.

2.7 **Limits on Representations.** The Agent shall not, without Londonist's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in Londonist's marketing material.

2.8 **Consequential Introductions.** Where a Student is Introduced by the Agent and the Student then introduces Londonist to a third party who purchases Services from Londonist, the Agent shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Londonist.

3. Commission and Payment

3.1 **Commission Entitlement.** The Agent shall be entitled to an Introductory Commission if a Student Introduced by the Agent enters into a Relevant Contract.

3.2 **Commission Rate.** The amount of Commission payable shall be calculated on a weekly basis in arrears and shall be calculated per the following formula in respect of each week during the term of this agreement, where:

$$C = WR$$

(a) Commission (C)

(b) Weekly Commission Amount (W) stated in the Schedule 2,

(c) The total weeks of accommodation in the Relevant Contracts (R) where:

(i) the Student is not in breach of their Licence Agreement and has paid all fees and charges due to Londonist, and

(ii) the Relevant Contract has been entered into during the Introduction Period and is in its first year

3.3 **Duty on Londonist to Disclose Commission Data.** Londonist shall notify the Agent of the following:

(a) the date it enters into a Relevant Contract;

(b) the total weeks of accommodation in Relevant Contracts for which Commission is payable once the total monies received by Londonist,

(c) reasonable details of Relevant Contracts when reasonably requested.

3.4 **Due Date for Commission.** Except where the procedures set out in clause 3.5 (Instalment Payments), or clause 3.8 (Agent Receives Payment) below have been followed, and subject to clause 3.6, Commission shall be due to the Agent on the latter of

(a) 30 days after the end of the month in which Londonist received the corresponding payment for Services, or

(b) 30 days after the Agent's invoice is received by Londonist.

3.5 **Instalment Payments.** If Londonist receives payment under any Relevant Contract in instalments, then Commission shall be payable 30 days after the total monies due pursuant to the Relevant Contract have been received by Londonist provided that Londonist has received the Agent's invoice in relation to such commission.

3.6 **Invoicing of Commission.** The Agent shall promptly invoice Londonist for the Comission payable, inclusive of any applicable VAT or other applicable taxes, and subject to clauses 3.4 and 3.5 above, the due date for payment by Londonist of such Commission shall be 30 days from date of receipt of invoice.

3.7 **Currency of Commission.** Commission shall be payable to the Agent in Pounds Sterling.

3.8 **Agent Receives Payment.** If the Agent receives any payments in respect of a Relevant Contract (other than a payment by Londonist to the Agent of Commission); the Agent shall within 2 Business Days account to Londonist in full for such payment or; will receive less Commission; and shall within 5 business days provide Londonist with an invoice for the Commission in accordance with clause 3.6

3.9 **Taxes.** All sums payable under this agreement:

(a) are exclusive of Value Added Tax or other applicable sales tax, which shall be added to the sum in question;

(b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:

(i) lawfully avoid making any such deductions; or

(ii) enable the payee to obtain a tax credit in respect of the amount withheld.

3.10 **Interest on Late Payments.** If either party fails to make any payment under this agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of Barclay's Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

3.11 **Disputes about Commission.** If any dispute arises as to the amount of Commission payable by Londonist to the Agent, the same shall be referred to Londonist's accountants for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

3.12 **Exclusions from Commission.** No Commission or other compensation shall be payable where:

(a) In relation to any sums received under a Relevant Contract by Londonist other than the Net Income; or

(b) Londonist contracts with a third party in the circumstances described in clause 2.8; or

(c) A Student seeks to extend their original booking, or books for a subsequent period of time, whether or not via the Agent; or

(d) Any Student Introduced by the Agent had made an enquiry with Londonist in the 18 months prior to the Introduction; or

(e) Due to a Cancellation as set out in 3.16,

(f) In any case where the full Price has not paid to Londonist.

3.13 **Change in Commission Rates.** Market conditions may change from time to time and this may affect profit margins and commission rates after signing the agreement. In such cases, Londonist reserves its right to adjust commission rates in Schedule 2 unilaterally by informing the Agent via email with immediate effect.

3.14 **Continuing Obligation to Pay Commission.** Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 3 and Londonist's obligation to pay Commission to the Agent in accordance with it.

3.15 **Visa Refusal Letter.** If the Agent provides a Visa Refusal Letter within 15 days of the date on the letter to Londonist and seeks to cancel a booking the following conditions apply:

(a) If less than 4 weeks prior to the accommodation Start Date, the deposit fee and the Bedding and Services Fee will be payable; and the remaining Price received by Londonist shall be refunded by Londonist

(b) If more than 4 weeks prior to the accommodation Start Date, the Bedding and Services Fee will be payable; and the remaining Price received by Londonist shall be refunded by Londonist.

3.16 **Cancellations.** If a Student seeks to cancel a booking prior to the accommodation Start Date (other than in the circumstance set out in 3.14) the following conditions apply:

(a) If Londonist receives notification of cancellation at least 4 weeks prior to the accommodation Start Date, the Bedding and Service Fee and Deposit Fee will be payable; and the remaining Price received by Londonist shall be refunded by Londonist

(b) If Londonist receives notification of cancellation less than 4 weeks prior to the accommodation Start Date the following amounts shall become payable and non- refundable:

1. Bedding and Service Fee
2. Deposit Payment
3. The amount for the 4-week period in such Licence Fee.

(c) Unless otherwise stated in this Agreement, after Start Date, licence fee and other services shall become payable and non-refundable.

3.17 **No-Shows:** In the event that the Student fails to attend the accommodation on the date the Services are due to start, without prior notification to Londonist, the Student will be deemed to be a 'no-show' and the Price shall remain to be payable.

3.18 **Room Change Fee:** If a Student is unsatisfied with or wishes to change or upgrade their accommodation, Londonist may at its discretion move the Student to alternative accommodation, subject to the Student agreeing to pay a Room Change Fee of £100 exclusive of VAT along with any increase of price between the old and new Room depending on the rate of the new Room. If the new Room's price is higher any difference in price shall not affect the Commission payable in accordance with this agreement.

4. Obligations of Londonist

4.1 **Good Faith.** Londonist must at all material times act in good faith towards the Agent.

4.2 **Provision of Information.** Londonist shall provide the Agent at all material times with the information the Agent reasonably requires to perform its duties, including marketing information for and details of the Services, and information about Londonist.

4.3 **Notices of Suspension or Cessation of Services.** Londonist shall inform the Agent immediately if Londonist suspends or ceases to perform the Services.

4.4 **Payment of Expenses.** Londonist shall not be responsible for any expenses incurred by the Agent unless such expenses have been agreed by Londonist in writing, in advance.

4.5 **Freedom of Londonist not to Pursue Introductions.** Londonist shall be under no obligation to:

(a) follow up any Introduction made by the Agent; or

(b) enter into a Relevant Contract.

5. Londonist's Rights

5.1 **Right to Vary the Residences.** Londonist may at any time (despite anything to the contrary in this Agreement) at its sole discretion vary the Residences (as defined in Schedule 2) supplied and available either by withdrawing any Residences or by the addition to it further Residences.

5.2 **Obligations of Confidentiality.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.3.

5.3 **Confidentiality Exceptions.** Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause **Error! Reference source not found.**; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.4 **Limited Use of Confidential Information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

5.5 **Return of Documents and Records**. All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Agent from

Londonist shall be returned promptly to Londonist on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.

6. Compliance

6.1 **Compliance.** Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

7. Anti-bribery

7.1 **Anti-bribery Compliance by Agent:**

(a) **Compliance with Bribery Act 2010.** The Agent shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (**Relevant Requirements**), including but not limited to the Bribery Act 2010 (BA 2010);

(b) **Conduct Outside the UK.** The Agent shall not engage in any activity, practice or conduct outside the UK which would constitute an offence under sections 1, 2 or 6 of the BA 2010 if such activity, practice or conduct had been carried out inside the UK;

(c) **Compliance with Londonist's Policies**. The Agent shall comply with Londonist's policies, including those on ethics and anti-bribery policies as Londonist may notify the Agent and update them from time to time (**Relevant Policies**);

(d) **Agent's Policies and Procedures.** The Agent shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the BA 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 7.1(b), and will enforce them where appropriate;

(e) **Reporting Obligation.** The Agent shall promptly report to Londonist any request or demand for any undue financial or other advantage of any kind received by the Agent in connection with the performance of this agreement;

(f) **Foreign Public Officials.** The Agent shall immediately notify Londonist in writing if a foreign public official becomes an officer or employee of the Agent or acquires a direct or indirect interest in the Agent, and the Agent warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;

(g) **Compliance Certification.** The Agent shall within 3 months of the date of this agreement, and annually thereafter, certify to Londonist in writing signed by

an officer of the Agent, compliance with this Clause 4 by the Agent and all persons associated with it under Clause 4.2. The Agent shall provide such supporting evidence of compliance as Londonist may reasonably request.

7.2 **Ensuring Compliance from Associated Persons.** The Agent shall ensure that any person associated with the Agent who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Agent in this clause 7 (**Relevant Terms**). The Agent shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Londonist for any breach by such persons of any of the Relevant Terms.

7.3 **Definitions**. For the purpose of this Clause 4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this Clause 4, a person associated with the Agent includes but is not limited to any agent, delegate or subcontractor of the Agent.

8. Data Protection

8.1 **Definitions.**

(a) **Agreed Purposes:** For the provision of accommodation services to Students.

(b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures**: as set out in the Data Protection Legislation in force at the time.

(c) **Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

(d) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

(e) **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

Students names, addresses, contact details; names of students' next of kin, their addresses, their contact details

8.2 **Shared Personal Data.** The provisions which follow out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

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

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

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

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

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

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

(g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

(i) complies with the provisions of Article 26 of the GDPR (in the event the transferee is a joint controller); and

(ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

8.3 **Compliance:** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

8.4 **Mutual Assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. Each party shall:

(a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

(b) promptly inform the other party about the receipt of any data subject access request;

(c) provide the other party with reasonable assistance in complying with any data subject access request;

(d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party.

(e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

(h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the other party or the other party's designated auditor; and

(j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

8.5 **Indemnity.** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

9. Limitation of Liability

9.1 **Unlimited Liability.** Nothing in this agreement shall limit or exclude the liability of either party for:

(a) **Death or Personal Injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).

(b) **Fraud**. Fraud or fraudulent misrepresentation or wilful default.

(c) **Unlawful Liability Restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability.

9.2 **Limitations of Liability.** Subject to clause 9.1 above:

(a) **Loss of profit, revenue, goodwill, or anticipated savings.** Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(i) any loss of profit, sales, revenue, or business;

(ii) loss of anticipated savings;

(iii) loss of or damage to goodwill;

(iv) loss of agreements or contracts;

(v) loss of use or corruption of software, data or information;

(vi) any loss arising out of the lawful termination of this agreement or any decision not to renew its term, or

(vii) any loss that is an indirect or secondary consequence of any act or omission of the party in question.

(b) **Damage to property.** The total liability of either party for damage to property caused by the negligence of its employees in connection with this agreement shall be limited to £1,000,000 for any one event or series of connected events; and

(c) **Total cap.** The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Commission paid to the Agent for a 12 month period prior to the date of a claim.

(d) **Liability for supply of services.** The liability of Londonist arising in connection with the supply of services shall be as set out in Londonist's applicable terms and conditions.

9.3 **No Limitations in Respect of Deliberate Default.** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

9.4 **No Liability for Claims Not Notified Within 12 months.** Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred and shall expire 12

months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10. Commencement and Duration

This agreement shall commence on the **Commencement Date** and shall continue, unless terminated earlier in accordance with clause 11, until either party gives to the other party 1 month written notice to terminate.

11. Termination

11.1 **Termination on Notice.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any [other] term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) the other party (being an individual) is the subject of a bankruptcy petition or order;

(k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;

(l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(d) to clause 8.1(k) (inclusive);

(m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(n) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

11.2 **Termination for Breach of Compliance Obligations.** Londonist may terminate this agreement on notice with immediate effect if the Agent is in breach of its compliance obligations in clause 3 and clause 4 and clause 8.

12. Consequences of Termination

12.1 **Clauses to Remain in Force on Termination.** On termination of this agreement, the following clauses shall continue in force: clause 1, clause 3, clause **Error! Reference source not found.** and clause 12 to clause 23 (inclusive).

12.2 **Accrued Rights.** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. **Force Majeure.** In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

14. No Partnership or Agency

14.1 **No Partnership or Agency Between the Parties.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between

any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in this agreement.

14.2 **No Agency on Behalf of Third Party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Entire Agreement

15.1 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 **No Reliance on Matters Outside Agreement.** Each party acknowledges that in entering into this agreement it does not rely on, [and shall have no remedies in respect of], any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

15.3 **Misrepresentation and Misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

15.4 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

16. Variation

16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Assignment and Other Dealings

17.1 This agreement is personal to the parties and the Agent may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its of its rights and obligations under this agreement. Londonist may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its rights and obligations under this agreement

18. No Automatic Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1 **Deemed Modification or Deletion.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

19.2 **Obligation to Negotiate Compliance Amendments.** If [one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Notices

20.1 **Form of Notices.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, fax or email.

20.2 **Deemed Receipt of Notices.** A notice or other communication shall be deemed to have been received:

(a) if delivered personally, when left at the address referred to in clause 20.1;

(b) if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting;

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

(d) or, if sent by email, one Business Day after transmission.

20.3 **Exclusions from Notice Provisions**. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Third Party Rights

21.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

22. Governing Law

22.1 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.

23. Jurisdiction

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising 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 at the beginning of it.

Signed by UMANG GANDECHA for and on behalf of LONDONIST	Umang Gandecha Head of Sales
Signed by DIRECTOR for and on behalf of AGENT	Terry Berends Msc. Director

Booking Conditions

1. Student Booking Process

The Agent shall provide Londonist when it wishes to make an Introduction, of the following information:

- Student Name and nationality
- Course and educational institution; whether full or part time
- Dates accommodation required
- Any special conditions in relation to the accommodation required (concierge service/ensuite/etc) by the Student
- Confirmation that a copy of Londonist's Privacy Policy has been consented to by the Student

Londonist may then conduct an accommodation search and notify the Agent of any accommodation it considers suitable together with the following details;

- Details of the accommodation
- Dates of availability
- Price of the accommodation, including details of all fees payable (including the Initial Payment)
- Payment conditions (*i.e. if payment in full prior to Start Date is not required – or dates for payments)*
- Any other information reasonably necessary to enable the Student to decide whether to enter a Relevant Contract.
- Londonist's Licence Agreement
- The amount of time the accommodation will be held for the Student, if any (the Availability Period)

The Agent shall notify Londonist as soon as reasonably practicable when a Student has agreed to take up the Services. Londonist may at its discretion reserve accommodation

if so notified by the Agent during the Availability Period but no bookings shall be confirmed until the below is provided by the Agent.

The booking shall only be provisionally confirmed once the following have been provided by the Agent to Londonist:

- A copy of Londonist's Licence Agreement, duly signed by the Student,
- and the Initial Payment,
- and copy documents confirming the Student's enrolment on a relevant academic course
- and copy of the Student's identification as copy of passport (together, the **Booking Confirmation Documents**)
- and Student's financier's contact details

2. Student Payments

The Student's booking shall be finally confirmed once payment of the full Price has been made by the Agent on behalf of the Student.

The latest date for payment of the full Price is four weeks before the Student's move in date to the accommodation.

3. Charges on Payment

All payments made pursuant to this Contract shall be made in £ sterling.

The Agent is responsible for payment of all bank charges levies and fees in relation to any international transfers of funds; Londonist can only acknowledge sums actually received by it less such charges levies and fees.

4. Student Terms

The Agent agrees to the following general terms:

(i) All payments made to Londonist **must** include as a reference (i) the name of the Student (ii) the invoice number of the Londonist invoice to which the payment relates. If this information is not included with the transfer of funds, the monies cannot be allocated to the correct file by Londonist until this information has been collated and provided to Londonist, which may cause the Agent or the Student to be in breach of contract.

(ii) The Agent must send proof of payment to Londonist in respect of all payments made under this agreement. The Agent acknowledges that until proof of payment including all of the below information has been received by Londonist, and Londonist has received cleared funds into

its account, Londonist shall not be deemed to have received payment. The information that the Agent must send is as follows:

1. Payment Date
2. Payment Amount
3. Originating Bank, Sort Code and Account Number
4. Full breakdown of the payment, including –
    a. Student names
    b. Invoice Number
    c. Contract reference
    d. Any further information required by Londonist in order to allocate the payment

(iii) Should the Student be unsatisfied with or wish to change their accommodation, Londonist may at its discretion move the Student to alternative accommodation, subject to the Student agreeing to pay any increase in price between the old and the new accommodation; and a Room Change Fee of £100 exclusive of VAT for the new Room.

(iv) The Agent shall notify Londonist minimum 2 working days prior to the Student's actual arrival in the accommodation to enable handover of keys and any other necessary information.

(v) If the Student seeks to leave the accommodation at any time after the accommodation Start Date the Student shall not be entitled to any refund on the Price.

(vi) Londonist makes no representation as to any particular feature of, or quality of the accommodation. Agents and Students are responsible to make their own enquiries as to the suitability of the accommodation for their requirements.

(vii) Londonist shall not be responsible for any accommodation fees incurred by Agents or by Students if Students seek alternative accommodation.

(viii) The Agent acknowledges that it will take responsibility to ensure that Students introduced by it make all contractual payments to Londonist promptly when required.

(ix) In the event that any Students introduced by the Agent to Londonist fail to make contractual payments to Londonist, the Agent acknowledges that Londonist may withhold all payments to the Agent until the Students have made all required payments.

Schedule 2

Weekly Commission Amount

Weekly Commission Amount Minimum Weeks for Commmission	*£10.00 per week* - calculated in accordance with clause 3.2. 4 weeks onwards
Residences (subject to Commission)	**London Residences** Aldgate Residence Blithehale Court Residence Camden Residence Dashwood Studios Finsbury Residence Greenwich Residence Highbury Residence Highbury II Residence Islington Residence King's Cross Residence Kentish Town Lewisham Residence Old Street Residence Portobello Residence Shoreditch Residence Spitalfields Residence Station Residence Stratford One Residence Therese House Residence Walthamstow Residence Wembley Residence West Green Residence White City Residence **Dublin Residence** LIV Residence