



BOOKING TERMS AND CONDITIONS

IMPORTANT

Please read the following Booking Terms and Conditions carefully and keep a copy for future reference. They apply to all Reservations, however made.

The Website, the information contained on it and these Booking Terms and Conditions are provided in English only. If you do not understand any part of the Booking Terms and Conditions please contact the Accommodation Office as detailed in the Particulars. If you choose to access the Website from locations outside of the United Kingdom, you are responsible for compliance with local laws (if and to the extent they apply).

These Booking Terms and Conditions set out the basis on which we accept and allocate Reservations for accommodation at our Locations. You must accept these Booking Terms and Conditions in accordance with Clause 4 (*Accepting the Booking Terms and Conditions*) in order to place a Reservation.

Nothing in these Booking Terms and Conditions affects your statutory rights either as a consumer or otherwise.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Booking Terms and Conditions we use the following words which have the following meanings (unless otherwise stated):

Accommodation Office means the accommodation office for the Location, as detailed in the Particulars;

Application means your application for a Reservation;

Booking Confirmation means the email sent by us to you confirming your Room, the Duration, the Residence Fee, your Payment Schedule and your acceptance of these Booking Terms and Conditions;

Booking Terms and Conditions means together these Booking Terms and Conditions (including the Schedules and annexes thereto), our room rates, privacy policy and resident policies (all of which are available on the Website and may change from time to time), and any other terms and conditions we bring to your attention before the Booking Confirmation;

Check-In Date means the date on which you check-in to the Location, which may be different from the Start Date;

Cooling- Off Period between the dates of 1st November to 30th June, means seven (7) days after the Initial Payment has been made and a Booking Confirmation has been received. Between the dates of 1st July to 31st October, means forty eight (48) hours after the Initial Payment has been made and a Booking Confirmation has been received;

Deposit means £250.00, being a payment we require from you to cover any damage to our property and/or outstanding fees or costs, which will be held in accordance with paragraph 6.4 (Deposit and compensation for breaches) of the Residence Agreement;

Details List means the details list Schedule 1 (Details List) confirming the telephone number, email, address and bank details for each Location;

Duration means the period from the Start Date to the End Date inclusive;

End Date means the date on which you must vacate the Room, as detailed in the Particulars;

Initial Payment means the (non-refundable) initial portion of the Residence Fee we ask you to pay in order to receive a Booking Confirmation, as detailed In the Payment Schedule, which forms part of the Residence Fee;

Instalment means any of the instalments outlined in the Payment Schedule, and
Instalments means all of them;

Late Application means an Application submitted in the period of up to thirty (30) calendar days before the Start Date;

Location means the site at which the Room is located (being either our Scape Shoreditch, Scape Guildford, Scape Wembley, Scape Bloomsbury, Scape Kings Cross, Scape Mile End, Scape Canada Water, as specified in the Particulars;

Particulars means the particulars outlined in Schedule 3 (The Particulars) which list the details specific to your Reservation;

Payment Schedule means the agreed payment schedule outlined in the Particulars;

Refund Policy means our refund policy available on the Website which outlines your entitlement to a refund;

Reservation means your reservation for a Room at our Scape Guildford, Scape Wembley, Scape Bloomsbury, Scape Kings Cross, Scape Shoreditch, Scape Mile End, Scape Canada Water;

Residence Agreement means the legal agreement relating to your occupancy of the Room at Location, as detailed in Schedule 2 (Residence Agreement);

Residence Fee means the amount you have agreed to pay for the Room for the Duration, payable in accordance with the Initial Payment and the Instalments, as detailed in the Payment Schedule;

Required Documentation means the following documentation which you must provide before we can accept you as a resident on the Check-In Date:

- a) a copy of your passport or government-issued ID or other form of identification (e.g. National Insurance number) and, if required to enter the UK, a valid visa stamp; and
- b) your UCAS or other student ID number verifying that you have been accepted on a course of study;



Room means the room at the Location which you are contracting for, as detailed in the Particulars;

Start Date means the date from which you are entitled to start using the Room, as detailed in the Particulars; means the date from which you are entitled to start using the Room, as detailed in the Particulars;

"we" or "us" means either:

- a) Shoreditch Guernsey Opco Limited, trading as "Scape Shoreditch" if your Room is at our Scape Shoreditch site;
- b) Guildford UK Propco Limited, trading as "Scape Guildford" if your Room is at our Scape Guildford site;
- c) Wembley UK Opco Limited, trading as "Scape Wembley" if your Room is at our Scape Wembley site;
- d) Bloomsbury UK Propco Limited trading as "Scape Bloomsbury" if your Room is at our Scape Bloomsbury site;
- e) Tanatus Developments Limited trading as "Scape Kings Cross" if your Room is at our Scape Thanet Street site;
- f) Mile End Guernsey Opco Limited trading as "Scape Mile End" if your Room is at our Scape Mile End Canalside site;
- g) Quebec Opco Limited trading as "Scape Canada Water" if your Room is at our Scape Canada Water site;
- e) any person entitled to receive rent under these Booking Terms and Conditions;

Website means the website which we operate from the URLs: www.scape.com, scapeliving.com, scapestage.pexsoftware.com the myScape portal and any other online sites belonging to Scape.

Working Day means any day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday in England under the Banking and Financial Dealings Act 1971; and

"you" or "your" means the person submitting the Reservation and entering into the Residence Agreement.



1.2 Interpretation

1.2.1. Headings used in these Booking Terms and Conditions are for convenience only and shall not affect the interpretation of these Booking Terms and Conditions.

1.2.2. Unless otherwise specified, a reference to a Clause or a Schedule is to a clause in or a schedule to (and forming part of) these Booking Terms and Conditions, and a reference to a paragraph or an annex is to a paragraph of or an annex to a Schedule.

1.2.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation made pursuant to it.

1.2.4. Any reference to the Location includes a reference to the Room.

1.3. Any termination of these Booking Terms and Conditions shall not affect any pre-existing rights of any party against the other.

2. YOUR STATUS REQUIREMENTS

2.1. By making a Reservation you confirm that you are 18 or older and have been accepted on a full-time study program at a London school, college or university for the Duration.

2.2. If you are under 18 you must involve a parent or guardian when making a Reservation.

2.3. For the avoidance of doubt, you must be 18 or older on the Start Date.

3. AVAILABILITY

3.1. All Reservations are subject to confirmation of availability and acceptance by us.

3.2. If for any reason the room type you requested is no longer available we will at our discretion either:

3.2.1. offer you alternative, suitable room type (where this is possible); or

3.2.2. decline your request and add you to our waiting list.

4. ACCEPTING THE BOOKING TERMS AND CONDITIONS

4.1. You accept and agree to be bound by these Booking Terms and Conditions (including the Residence Agreement) when you submit your Application.

4.2. By submitting an Application you confirm that you have been given an opportunity to read and understand these Booking Terms and Conditions (including the Residence Agreement) and agree to be bound by them.

4.3. Please ensure the details you provide when making an Application are correct and inform us promptly of any changes to those details (e.g. change of email or postal address).



5. BEFORE CHECKING-IN

5.1. Once you have submitted your Application you must pay the Initial Payment by the agreed date outlined in the Particulars.

5.2. If you submit a Late Application, Clause 5.1 will be modified such that there will be no Initial Payment and you will be required to pay the first Instalment by the agreed date outlined in the Particulars.

Please note: if you pay the Initial Payment and/or first Instalment online via the secure payment gateway, the same account details will be used to pay the remaining Instalments of the Residence Fee. If you wish to arrange an alternative method of payment, you must log-in to your account with the secure payment gateway (set up when the Initial Payment is paid) and change the payment details manually.

5.3. When we have received your Initial Payment in accordance with Clause 5.1, or your first Instalment in accordance with Clause 5.2, and the payment has been cleared, we will then send you a Booking Confirmation.

5.4. You must bring the Required Documentation on the Check-In Date.

5.5. If we do not receive the Initial Payment (where applicable), the first Instalment and/or the Required Documentation by the date required, we may at our option cancel your Reservation in accordance with Clause 7.4 (Cancellations).

5.6. You agree that we will not be liable for any loss, expense or inconvenience suffered by you because we do not provide you with a Room because of your failure to comply with your obligations in Clauses 5.1, 5.2 and/or 5.4 above.

6. CHECKING-IN

6.1. In advance on the Check-In Date you will be required to pay the Deposit.

6.2. For the avoidance of doubt, you will not be entitled to use the Room unless you have:

6.2.1. received a Booking Confirmation;

6.2.2. showed your Required Documentation on or prior to the Check-In Date;

6.2.3. paid the first Instalment by the agreed date outlined in the Particulars; and

6.2.4. paid the Deposit.



7. CANCELLATIONS

7.1. You may cancel your Reservation by notifying us in writing by email to the Location email address as set out in the Details List at any time within the Cooling-Off Period.

7.2. If your Start Date is in advance of the Cooling-Off Period ending, you agree that the Cooling-Off Period cancellation rights (referred to in Clause 7.1 above) will cease on the Start Date.

7.3. If you submit a Late Reservation and you will be checking in before the Cooling-Off Period has expired, you agree that the Cooling-Off Period cancellation rights will end on the Check-In Date.

7.4. If you make a cancellation in accordance with Clause 7.1 above, you will be entitled to a refund of any payments made in accordance with our Refund Policy.

7.5. We may at our option cancel your Reservation and bring these Booking Terms and Conditions to an end if either of the following occur:

7.5.1. the information you provide as part of the Reservation process turns out to be false; or

7.5.2. you fail to comply with your obligations in Clauses 5.1, 5.2 and/or 5.4 (Prior to Checking-In).

7.6. We will notify you by email if we choose to cancel your Reservation in accordance with Clause 7.5. These Booking Terms and Conditions (other than the Refund Policy) will end and cease to have legal force and effect from the date we send you this email notification. This right of cancellation is separate from the right of termination contained in the Residence Agreement. Please see our Refund Policy for any refunds you may be entitled to.

7.7. We reserve the right to decline or cancel your Reservation other than in accordance with Clause 7.5. Please see our Refund Policy for any refunds you may be entitled to in circumstances such as these.

8. GENERAL TERMS

8.1. By accepting these Booking Terms and Conditions you:

8.1.1. agree to notify us of any changes to your personal circumstances (including change of e-mail address, correspondence address or phone number). You acknowledge that we will not be liable to you if you do not receive a communication from us because you have failed to inform us of changes to your contact details;

8.1.2. agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications to be in writing;

8.1.3. acknowledge that if we do not receive the Initial Payment from you by the agreed date in the Particulars, we may cancel your Reservation and these Booking Terms and Conditions and you will have no claim against us as a result;



8.1.4. acknowledge that if we do not receive the Required Documentation prior to your Check-In Date then we may cancel your Reservation and these Booking Terms and Conditions and you will have no claim against us as a result;

8.1.5. acknowledge that if you provide false information as part of the Reservation process, then we may cancel your Reservation and these Booking Terms and Conditions and you will have no claim against us as a result;

8.1.6. acknowledge that if you fail to pay any Instalment by the date agreed in the Payment Schedule, we may exercise our rights under these Booking Terms and Conditions; and

8.1.7. acknowledge that if we terminate your Residence Agreement after the Start Date in accordance with paragraph 6.1 (Licensors right to terminate) of the Residence Agreement, your obligation to pay any remaining Instalments of the Residence Fee shall continue notwithstanding termination of the Residence Agreement.

8.2. By accepting your Application, we agree to accept you as a resident subject to:

8.2.1. us receiving the Initial Payment before the Start Date (where applicable);

8.2.2. us receiving your payment of any Instalments due before the Start Date;

8.2.3. us receiving your Required Documentation on or prior to the Check-In Date;

8.2.4. you fulfilling the status requirements set out in Clause 2 (Your Status Requirements) on the Start Date; and

8.2.5. you paying the Deposit in advance of the Check-In Date.

9. **PRIVACY AND COMMUNICATIONS**

9.1. We cannot guarantee the security of data which you send to us by email. Please do not send us payment details using email.

9.2. We (and our appointed third party providers) collect certain personal information (e.g. name, address, email address) about you ("**Personal Information**") when you submit a Reservation. For details on how we use Personal Information, please read our privacy policy available on the Website. Unless we are fraudulent or negligent we will not be liable to you for any losses caused as a result of unauthorised access to this Personal Information.

9.3. You are responsible for ensuring the email address and other contact details you provide to us are correct. We will not be responsible if you do not receive communications from us because the details you have supplied are incorrect or in the event of telecommunication system failures outside our control.

9.4. We communicate with you by email and by posting notices on our Website. You agree to receive communications from us electronically in this way and that electronic communications will satisfy any legal requirement for communications be in writing.



9.5 We will inform you of special offers, promotions, events and send you newsletters and other information which may be of interest and to enhance your stay with us. Please refer to our Privacy Policy which includes how you can change your marketing preferences.

9.6. For the purposes of the license, Scape UK Management Ltd (on behalf of Scape Bloomsbury, Scape Canada Water, Scape Guildford, Scape Mile End, Scape Shoreditch and Scape Wembley) or Scape Student Limited (on behalf of Scape Kings Cross) is the data controller and remains responsible for the control of personal data it collects, processes and stores to service the residential agreement'. processing data' This includes obtaining/collecting, recording, holding, storing, erasing and destroying the information or data.

14. ENTIRE AGREEMENT

13.1. We reserve the right at any time to make changes to the Website, the Website Terms and Conditions of Use, our privacy policy and any other terms, conditions and policies we may notify you of.

10. LOSSES

10.1. We will be responsible for any losses you suffer as a direct result of us breaching these Booking Terms and Conditions if those losses were reasonably foreseeable to both you and us at the time Booking Confirmation is issued. We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions or the actions of our appointed sub-contractors or agents, or is consequential.

10.2. Our liability to you under these Booking Terms and Conditions will not exceed the amount of any deposits, fees or other charges you pay to us.

10.3. Nothing in these Booking Terms and Conditions excludes or limits our liability to you for personal injury or death caused by our negligence.

11. EVENTS BEYOND OUR REASONABLE CONTROL

We will not be responsible to you for any delay or failure to comply with our obligations under these Booking Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control (including failure of telecommunication links).

12. ROOM RATES AND COSTS

12.1. Except in cases of obvious errors, the room rates and other accommodation costs will be as quoted on the Website (which may change from time to time). We evaluate room rates and other accommodation costs periodically and reserve the right to update our rates to accord to market conditions. Room rates and other costs will be billed in accordance with the Payment Schedule we agree with you.

12.2. Although we try to ensure the room rates and other costs published on our Website are accurate, errors may sometimes occur and we will not be liable for any loss arising as a result of such errors. For more information, please see our Website Terms and Conditions of Use (available on the Website).



13. ALTERATIONS TO THE WEBSITE AND TERMS AND CONDITIONS OF USE

13.2. You will be subject to the terms, conditions and policies in force at the time you submit an Application, save to the extent that the changes are required by law.

14.1. These Booking Terms and Conditions (including any documents referred to) constitute the entire agreement between you and us and supersede all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

14.2. Both we and you acknowledge that in entering into these Booking Terms and Conditions, neither you nor we have relied 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 these Booking Terms and Conditions.

14.3. Nothing in this Clause 14 shall limit or exclude any liability for fraud.

15. WAIVER

If you breach the Booking Terms and Conditions and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

16. THIRD PARTY RIGHTS

A party which is not a party to these Booking Terms and Conditions shall have no rights to enforce any terms under the Contract (Rights of Third Parties) Act 1999.

17. ENQUIRIES

Please see the Details List for information on where to direct enquiries.

18. SEVERABILITY

18.1. If any provision (or part of a provision) of these Booking Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

18.2. Any modification to or deletion of a provision (or part of a provision) under this Clause 18 shall not affect the legality, validity and enforceability of the rest of these Booking Terms and Conditions.

19. GOVERNING LAW AND JURISDICTION

19.1. These Booking Terms and Conditions and any dispute or claim arising out of or in connection with them are governed by and construed in accordance with the laws of England and Wales.

19.2. You agree to submit to the non-exclusive jurisdiction of the English courts, as do we.



SCHEDULE 1

DETAILS LIST

Scape Mile End

Telephone	+44 (0)20 3934 5698
Email	hello.canalside@scape.com
Details	Mile End Guernsey Opco Limited trading as “ Scape Mile End ”, whose registered office is at Level 2, Park Place, Park Street, St Peter Port, Guernsey GY1 3HZ (company number 57476)
Location Address	Scape Canalside, 25 Bradwell Street, London, E1 4GT
Correspondence Address	Scape Canalside, 25 Brandwell Street, London, E1 4GT
Company Details	Scape UK Management Ltd, whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12442982)

Scape Canada Water

Telephone	+44 (0)20 7934 5610
Email	hello.canadawater@scape.com
Details	Quebec Opco Limited trading as “ Scape Canada Water ”, whose registered office is at 1 Waverley Place, Union Street, St Helier, JE4 8SG, Jersey (Company number 130871)
Location Address	Scape Canada Water, Maple House, Canada Water, 1 Maple Avenue, SE16, London
Correspondence Address	Scape Canada Water, Maple House, Canada Water, 1 Maple Avenue, SE16, London
Company Details	Scape UK Management Ltd.’ whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (company number 12442982)



Scape Shoreditch

Telephone	+44 (0)20 3934 5295
Email	hello.shoreditch@scape.com
Details	Shoreditch Guernsey Opco Limited trading as “ Scape Shoreditch ”, whose registered office is at Level 2, Park Place, Park Street, St Peter Port, Guernsey GY1 3HZ (company number 54120)
Location Address	Works House, 45 Brunswick Place, London N1 6DX
Correspondence Address	Works House, 45 Brunswick Place, London N1 6DX
Company Details	Scape UK Management Ltd.’ whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12442982)

Scape Guildford

Telephone	+44 (0)20 3934 5297
Email	hello.surrey@scape.com
Details	Guildford UK Propco Limited trading as “ Scape Guildford ”, whose registered office is at 51 New North Road, Exeter, United Kingdom, EX4 4EP (company number 08904577)
Location Address	1 Kernel Close, Walnut Tree Close, Guildford GU1 4UD
Correspondence Address	1 Kernel Close, Walnut Tree Close, Guildford GU1 4UD
Company Details	Scape UK Management Ltd.’ whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12442982)

Scape Wembley

Telephone	+44 (0)20 3621 4758
Email	hello.wembley@scape.com
Details	Wembley UK Opco Limited trading as “ Scape Wembley ”, whose registered office is at 51 New North Road, Exeter, United Kingdom, EX4 4EP (company number 10182391)
Location Address	Scape House, Fulton Road, Wembley, HA9 0TF

Correspondence Address	Scape House, Fulton Road, Wembley, HA9 0TF
Company Details	Scape UK Management Ltd.' whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12442982)

Scape Bloomsbury

Telephone	+44 (0)20 3934 5699
Email	hello.bloomsbury@scape.com
Details	Bloomsbury UK Propco Limited trading as " Scape Bloomsbury ", whose registered office is at 51 New North Road, Exeter, United Kingdom, EX4 4EP (company number 10631342)
Location Address	19-29 Woburn Place, Kings Cross, London, WC1H 0AQ
Correspondence Address	19-29 Woburn Place, Kings Cross, London, WC1H 0AQ
Company Details	Scape UK Management Ltd' whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12442982)

Scape Kings Cross

Telephone	+44 (0)20 3621 9591
Email	hello.bloomsbury@scape.com
Details	Tanatus Developments Limited trading as " Scape Kings Cross ", whose registered office is at 4 Greengate Cardale Park, Harrogate, North Yorkshire, HG3 1GY (company number 12114333)
Location Address	30 Thanet Street, Saint Pancras, London, WC1H 9QH
Correspondence Address	30 Thanet Street, Saint Pancras, London, WC1H 9QH
Company Details	Scape Student Limited' whose registered address is 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (Company number 12681556)



SCHEDULE 2

RESIDENCE AGREEMENT

This Residence Agreement is made between the Licensor and the Student specified in the Particulars.

1.4. Any obligation on the part of the Student shall where appropriate include a further obligation to ensure the Student's visitors comply with it.

1. DEFINITIONS AND INTERPRETATION

1.1. For the avoidance of doubt, in this Residence Agreement any terms already defined in the Booking Terms and Conditions shall have the meanings given to them.

1.2. In addition, in this Residence Agreement the following terms shall have the following meanings:

Property Manager means Scape UK Management Ltd of 4 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY for the following buildings; Scape Bloomsbury, Scape Canada Water, Scape Guildford, Scape Mile End, Scape Shoreditch and Scape Wembley. For Scape Kings Cross, the Property Manager means Scape Student Limited;

Code of Conduct means the procedure notified to the Student as such on the Check-In Date (also available on the Website), as amended from time to time;

DPS means the deposit protection scheme (as defined in section 212(2) of the Housing Act 2004) with which the Deposit is held, as chosen by the Licensor;

Facilities Manager means the person appointed by the Licensor to act as facilities manager;

Inventory means the list of furniture and contents in the Room as detailed in the inventory given on the Check-In Date (including the Room Items detailed in the Particulars), which must be endorsed by you on the check-In Date and the date on which you vacate the Room;

Regulations means all regulations of the Licensor issued from time to time which may impact upon the Student's use and occupation of the Location including but not limited to fire rules, the health and safety policy, and any other house rules, copies of which are provided at the Location and may be made available on request;

Residence Management means either the Accommodation Office or the Property Manager, or both of them;

Shared Items means those items detailed in the Particulars and any other items within the Shared Living Areas provided for use by the occupiers of the Location; and

Shared Living Areas means all areas which are provided within the Location for shared use by the occupiers of the Location;

Room Items means those items detailed in the Particulars and listed in the Inventory.

1.3. References to a Paragraph are to a paragraph in this Residence Agreement, and a reference to a clause or a schedule is a reference to a clause or a schedule in the Booking Terms and Conditions.

1.5. Any sums payable by the Student to the Licensor under this Residence Agreement shall be paid to the Licensor or as directed by the Licensor in writing from time to time.

2. GRANT OF LICENCE

2.1. The Licensor grants to the Student the right to occupy the Room as a licensee only and use the Room Items for the Duration, together with the right (along with others entitled) to use the Shared Living Areas and the Shared Items.

2.2. The right in Paragraph 2.1 is granted only to the Student and not to any third party.

2.3. In no way shall this Residence Agreement confer or bestow any security of tenure to the Student.

3. RESIDENCE FEE

3.1. The Student shall pay the Residence Fee in accordance with the Payment Schedule, without any deduction or set-off.

3.2. Payments in respect of any Instalment must be made by bank transfer, Pay To Study, debit or credit card, or any other method as prescribed by the Licensor from time to time.

3.3. Without prejudice to any course of action by the Licensor, any breach of any of the terms in this Paragraph 3 (Residence Fee) may be referred by the Residence Management to the Licensor and may be dealt with in accordance with the Code of Conduct.

4. THE STUDENT'S OBLIGATIONS

The Student agrees that he/she will:

4.1. Residence Fee and Deposit

4.1.1. pay the Residence Fee in the Instalments in the manner described in Paragraph 3 (Residence Fee) above; and

4.1.2. pay the Deposit no later than the Check-In Date;

4.2. Legislation and Regulations

comply with the terms of the Code of Conduct and all Regulations;

4.3. Inventory

4.3.1. accept the Room, the Location and the Shared Living Areas as being in good and habitable repair and condition and fit for the purposes for which they are let and/or intended to be used if he/she does not inform the Residence Management office in writing of any defects within 48 hours of the Check-In Date;



4.3.2. accept both that the Room Items are present in the Room, and the Shared Items are present in the Location, if he/she does not inform the Residence Management office in writing that items are missing from the Inventory within 48 hours of the Check-In Date;

4.4. Care of the Room and Shared Living Areas

4.4.1. maintain the Room and, with the other residents of the Location, the Shared Living Areas in at least as good repair, decorative order and clean condition as they are in on the Check-In Date (as determined in accordance with Paragraph 4.3.1 (Inventory));

4.4.2. maintain the Room Items and, with the other residents of the Location, the Shared Items in at least as good repair and condition as they are in on the Check-In Date (as determined in accordance with Paragraph 4.3.2 (Inventory)) except for fair wear and tear;

4.4.3. not remove any of the Room Items from the Room or the Shared Items from the Shared Living Areas;

4.4.4. not litter or obstruct the use of the Shared Living Areas; and

4.4.5. pay to the Licensor the reasonable cost of repairing any damage to the Room and/or in replacing any of the Room items as often as such damage occurs;

4.4.6. pay to the Licensor the reasonable cost of repairing any damage to the Shared Living Areas and/or in replacing any of the Shared Items, or a reasonable percentage of such cost if damage is caused collectively with other residents of the Location;

4.5. Inspections and cleaning

4.5.1. allow the Facilities Manager (or its designated agents) access to the Room as required;

4.5.2. if the Facilities Manager deems the Room unsanitary, either remedy the situation within one (1) month of notice from the Facilities Manager, or cover the costs of arranging for the Room to be cleaned by an independent contractor;

4.6. Student's own belongings and equipment

4.6.1. only keep or use items which are the sort of item normally kept by residents in residences of this type (each a "**Qualifying Item**"), not including any illegal or illicit substances;

4.6.2. keep any such Qualifying Item in a safe condition, use it in a safe and proper manner and (if electrical) ensure that at all times it has a valid safety certificate issued by a qualified electrician; and

4.6.3. allow the Facilities Manager on request to inspect any item kept or used in the Location and if upon such inspection any such item is found to be unsafe or uncertified (if electrical) or if in the reasonable opinion of the Facilities Manager it is not a Qualifying Item, then immediately cease using it and within a reasonable time remove it from the Location;



Note: In accordance with Paragraph 6.3 below, the Licensor cannot accept liability in respect of any loss, damage or theft of the Student's belongings and the Student is therefore strongly recommended to obtain adequate insurance for his/her personal belongings and equipment.

4.7. Nuisance

- 4.7.1. not cause any excessive or unnecessary noise anywhere in the Location;
- 4.7.2. not cause any noise in the Room which is audible outside of the Room;
- 4.7.3. not cause any other occupier of the Location or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property;
- 4.7.4. not keep or use anywhere in the Location drugs, the possession or use of which is prohibited by statute (including but not limited to, the Misuse of Drugs Act 1971);
- 4.7.5. not keep or use any firearms, offensive weapons, explosives, candles or flammable materials;
- 4.7.6. not tamper with any fire fighting equipment or any other safety equipment, prop open any fire doors or disengage door closure mechanisms; and

Note: Any interference with fire or other safety equipment will be referred to the Property Manager and may result in the immediate termination of this Residence Agreement in accordance with the Code of Conduct.

4.8. Proper use of the Room and Shared Living Areas

- 4.8.1. use the Room for residential purposes only;
- 4.8.2. not use open deep fat frying equipment anywhere in the Location;
- 4.8.3. use the Shared Living Areas, Shared Items and Room Items in a responsible and careful manner and for the purpose(s) they were designed to be used; and
- 4.8.4. not exceed the total load capacity of the electric sockets in the Room (which is approximately one kilowatt in total);

4.9. Other requirements

- 4.9.1. comply with all reasonable requests or instructions relating to the use and occupation of the Location which may be issued from time to time by any member of the Residence Management and any officer of the emergency services in attendance;



- 4.9.2. afford the due courtesy and respect to any member of the Residence Management;
- 4.9.3. not apply for a parking permit nor park any car or vehicle in any parking space in or neighbouring the Location unless such car parking space has been allocated to the Room;
- 4.9.4. not allow visitors to park in a parking space in or neighbouring the Location other than in a parking space specifically allocated to visitors;
- 4.9.5. (unless prior specific arrangements have been made with the Residence Management) ensure that all visitors leave the Location before midnight;
- 4.9.6. not without consent of the Facilities Manager hold parties or meetings of more than ten (10) people anywhere in the Location; and
- 4.9.7. not keep any animal(s), birds, reptiles or pets anywhere in the Location;

4.10. At the end of this Residence Agreement

when this Residence Agreement comes to an end (however that may be):

- 4.10.1. notify the Facilities Manager to conduct an inspection of the Room and completion of the Inventory;
- 4.10.2. accompany the Facilities Manager on an inspection of the Room and countersign the completed Inventory upon completion of such inspection. The Student is entitled to endorse the Inventory with comments on its accuracy;
- 4.10.3. as soon as possible and in the event by midnight on the End Date vacate the Room and remove all of his/her belongings from the Location, and leave the Room in the state and condition required by the Students obligations under this Residence Agreement; and
- 4.10.4. give to the Property Manager all keys, swipe cards and/or fobs to the Location and the Room, including any car park stickers issued to the Student, and pay the Licensor a reasonable administrative/replacement charge on demand (calculated at the absolute discretion of the Licensor) for any such item not returned;
- 4.10.5. any belongings remaining in the Room or the Location after the End Date shall be treated as having been abandoned and will be removed, destroyed or disposed of them as the Licensor wished;

Note: Until all keys, swipe cards and/or fobs to the Location and the Room are returned, the Residence Fee will continue to be payable.



4.11. Expenses related to breaches of this Residence Agreement or recovering possession

pay on demand all reasonable expenses fees and costs (including legal and bailiffs fees and the cost of court proceedings) incurred by the Licensor and/or its agent in connection with:

4.11.1. collecting or attempting to collect any sums which are due but unpaid by the Student under this Residence Agreement;

4.12.2. ensuring that the Student gives up occupation of the Room once he/she is no longer entitled to occupy; and

4.12.3. seeking redress for any breach of the terms of this Residence Agreement by the Student;

4.12. Keep the Residence Management informed

4.12.1. inform the Residence Management of any damage to the Room, the Location, Room Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs;

4.12.2. notify the Residence Management of the Students contact in the event of an emergency; and

4.12.3. inform the Residence Management of a forwarding address on vacation of the Location.

4.13. Sustainability

Environmental, social and corporate governance is a priority for the Licensor and a core, fully integrated component of the overall business strategy. The Licensor recognises the impact of its business on people and the planet, as well as the commercial benefits that a focus on environmental, social and corporate governance delivers, and to this end has developed a comprehensive sustainability strategy. ;

4.13.1. inform the Residence Management of any damage to the Room, the Location, Room Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs;

4.13.2. Students must reduce their water consumption where reasonably practicable to do so, for instance by considering shorter showers and consolidation clothes washing into full machine loads

4.13.3. Reducing waste and recycling forms part of any comprehensive sustainability strategy, and students must consider their impact on the environment by separating all waste from recyclables and attempting to reduce waste by for instance reusing items where appropriate, and limiting the use of unnecessary packaging.

4.13.4. The Licensor may from time to time require access to bedrooms and communal spaces in order to implement energy saving and water saving initiatives, for instance to resolve leaks or install energy efficient light fixtures. Students must grant the Licensor access to these

spaces, following reasonable notice, in order to allow these sustainability initiatives to be implemented.

4.13.5. Students must promptly report any faults they discover which may have an adverse effect on energy and water saving initiatives, for instance a leaking shower or toilet, or a faulty heater, by using the app or contacting the reception team, in order to ensure the Licensor can remedy matters expeditiously.

4.13.6. Students must report anything impacting on their ability to enjoy the comfort of their bedrooms and communal spaces by using the app or contacting the reception team

4.13.7. Students shall support the Licensor's environmental and social initiatives which aim to engage with residents to improve the sustainability performance of the building. This could take the form of participating in the various Energy Saver campaigns and the variety of social and cultural events curated in the buildings each year.

5. THE LICENSORS OBLIGATIONS

5.1. The Licensor will provide the following facilities for the Duration, to the extent that they do not fall within the Students obligations at Paragraph 4 (The Students Obligations):

5.1.1. maintenance and repair of the Location;

5.1.2. operation, inspection, servicing and repair of plant, machinery and equipment in the Location which belongs to the Licensor;

5.1.3. provision, repair and maintenance of the Shared Items;

5.1.4. provision of the Room Items at the Check-In Date;

5.1.5. periodic cleaning of and removal of rubbish from the Shared Living Areas;

5.1.6. provision of fire fighting equipment (if required by legislation) in the Shared Living Areas and the payment of all charges in connection with its rental, installation and maintenance;

5.1.7. an adequate supply of hot water for normal domestic use;

5.1.8. reasonably adequate heating in the Location having regard to prevailing weather conditions; and

5.1.9. a Code of Conduct, including the complaints procedure.



5.2. It is agreed without prejudice to the other terms hereof that the Licensor shall not incur any liability for any temporary failure or interruption, nor for any loss arising from such temporary failure or interruption, in the provision of any of the facilities listed at Paragraph 5.1 which arises for reasons beyond the Licensor's control.

6. **ADDITIONAL MATTERS**

It is agreed by both the Licensor and the Student that:

6.1. **Licensor's right to terminate**

6.1.1. in any of the following instances the Licensor is entitled to terminate this Residence Agreement and (if it does so) require the Student to pay on demand up to a maximum of six (6) weeks of the Residence Fee (in order to cover the reasonable administrative costs):

- (a) any Instalment or other sum due under this Residence Agreement remains unpaid for fourteen (14) days; or
- (b) the Student (for whatever reason) does not commence or ceases to pursue a full-time study program at London school, college or university; or
- (c) the Student is in breach of any of his/her obligations under this Residence Agreement; or
- (d) the Licensor is so requested by the Residence Management as a result of action taken against the Student in accordance with the Code of Conduct; or
- (e) the Student requires the Licensor to terminate this Residence Agreement due to extraordinary personal circumstances such as illness or bereavement;

6.1.2. for the avoidance of doubt, the Licensor and the Student agree that if the Residence Agreement is terminated in accordance with Paragraph 6.1.1:

- (a) the Student's obligation to pay any remaining Instalments of the Residence Fee shall continue notwithstanding the termination of this Residence Agreement by the Licensor; and
- (b) any refund to which the Student is entitled will be determined in accordance with the Refund Policy;

6.2. **Students right to terminate**

For the purposes of this Paragraph 6.2, a "**Suitable Replacement Person**" is another person pursuing a full-time study program at London school, college or university who would not as a result of his/her move be vacating accommodation let or licensed from the Licensor.



6.2.1. the Student may only terminate this the Residence Agreement if a Suitable Replacement Person (found by the Student) has entered into a residence agreement (similar in form to this Residence Agreement) with the Licensor;

6.2.2. a Suitable Replacement Person will not be permitted on contract terms which are less than the remainder of the Duration;

6.2.3. the Student will be liable for all reasonable administrative charges incurred in connection with Paragraph 6.2.1, being £300.00;

6.2.4. if no Suitable Replacement Person can be found by the Student, this Residence Agreement cannot be terminated by the Student, who remains liable for all sums due (including outstanding Instalments of the Residence Fee) for the remainder of the Duration;

6.2.5. if a Suitable Replacement Person is found, the Student will be entitled to a refund in accordance with the Refund Policy;

6.2.6. the Student agrees to waive their right to terminate after eight weeks before the End Date, beyond which no Suitable Replacement Person will be accepted and the Student remains liable for all sums due (including outstanding Instalments of the Residence Fee) for the remainder of the Duration.

6.3. Licensor not liable

6.3.1. subject to the subsequent provisions of this Paragraph 6.3, the Licensor shall have no liability to the Student for any loss, expense, damage or theft (howsoever arising) under or in connection with this Residence Agreement, or by virtue of any act or omission of the Residence Management or any member thereof, including (without limitation) in relation to any items which are delivered to the Location for the Student are subsequently mislaid;

6.3.2. nothing in this Paragraph 6.3 shall restrict the Licensor's liability to the Student in respect of death or personal injury;

6.3.3. if despite this Paragraph 6.3 the Licensor is found to be liable to the Student, the Licensor's liability shall be limited to the Instalments actually paid by the Student to the Licensor;

6.4. Deposit and compensation for breaches

6.4.1. within thirty (30) days of receiving the Deposit, the Licensor shall inform the Student of the DPS being used to protect the Deposit and give the Student the details as required under the membership rules or custodial scheme relevant to DPS;

6.4.2. the Licensor shall be entitled to draw on the Deposit to make good any loss, damage or expense incurred in connection with:



(a) ensuring the Room, Room Items, Shared Living Areas and Shared Items are restored to the condition they are in on the Check-In Date (as determined in accordance with Paragraph 4.3 (Inventory));

(b) recovering any outstanding payments owed by the Student to the Licensor;

6.4.3. the Licensor shall give notice to the DPS of any amount it proposes be drawn from the Deposit in accordance with Paragraph 6.4.2 and the Student will be notified in accordance with the membership rules or custodial scheme relevant to the DPS;

6.4.4. as soon as reasonably possible after the end of this Residence Agreement and upon receipt of the duly completed room Inventory, the Licensor will inform the DPS to pay to the Student a sum equal to the Deposit less any deductions made in accordance with this Paragraph 6.4;

6.4.5. without prejudice to any other rights of the Licensor, the Licensor will be entitled to retain the Deposit if the Student fails to countersign the Inventory as provided in Paragraph 4.10.2 (At the end of this Residence Agreement);

6.5. Right of entry

the Licensor and anyone authorised by the Licensor (including the police) shall have unobstructed right to enter the Room at all reasonable times and where practicable on reasonable notice (or at any time in an emergency) for any purpose connected with this Residence Agreement or its operation;

6.6 Works

the Licensor reserves the right to carry out or to commission any maintenance, alterations or building works in the Location or on adjoining or neighbouring property and the Licensor shall not be liable for any disturbance or inconvenience caused to the Student by such works. The Licensor will attempt to minimise inconvenience and wherever possible will ensure that such works are done between the hours of 8.00am and 8.00pm;

6.7. Agreement with other residents

the Student cannot in any circumstances compel the Licensor to take action against any other resident in relation to breaches of that resident's residence agreement;

6.8. Alternative accommodation

The Licensor reserves the right at any time during the Duration to move the Student to alternative accommodation provided that:

6.8.1. the Student is given reasonable notice;

6.8.2. the alternative accommodation is not materially less suitable than the Room; and



6.8.3. the Student will occupy the alternative accommodation on the terms of this Residence Agreement so far as relevant;

6.8. Alternative accommodation

The Licensors reserves the right at any time during the Duration to move the Student to alternative accommodation provided that:

6.8.1. the Student is given reasonable notice;

6.8.2. the alternative accommodation is not materially less suitable than the Room; and

6.8.3. the Student will occupy the alternative accommodation on the terms of this Residence Agreement so far as relevant;

6.9. Frustration

6.9.1. in the event that the Room is damaged or destroyed by fire or any other risks so as to be unfit for occupation and use (and the payment to the Licensors of any money under any insurance policy taken out by Licensors is not refused in whole or in part by reason of any act or default of the Student or anyone at the Room or the Location expressly or by implication with the Student's authority) then the Licensors shall request the Student to indicate whether or not he/she requires the Licensors to find alternative accommodation for the Student and in making such a request the Licensors shall indicate for how long such alternative accommodation is available. The Student shall respond to the Licensors within seven (7) working days indicating whether or not such alternative accommodation is required and if the Student fails to respond within seven (7) working days of the Licensors request, the Student shall be deemed to not require alternative accommodation and this Residence Agreement shall terminate;

6.9.2. notwithstanding Paragraph 6.9.1, the Licensors may terminate this Residence Agreement at the end of the academic term in which the Room is damaged or destroyed as referred to in Paragraph 6.9.1, and any sums already paid by the Student in relation to the remainder of the Duration following the end of the academic term shall be returned to the Student;

6.9.3. in the event that the Room is damaged or destroyed by fire or any other risks and the payment to the Licensors of any money under insurance policy taken out by the Licensors is refused in whole or in part by reason of any act or default of the Student or anyone at the Room or the Location expressly or by implication with the Student's authority, the Student shall pay to the Licensors on demand an equivalent amount to the money that the insurance company refuses to pay out.

6.10. VAT

all amounts payable by the Student pursuant to this the Residence Agreement are exclusive of VAT chargeable in respect thereof, and the Student shall in addition pay any VAT chargeable thereon pursuant to applicable law and/or statutory regulation.



SCHEDULE 3

THE PARTICULARS

Student	Yan Tung Lam
Licensor	Guildford UK Propco Limited
Location	1 Kernel Court, Walnut Tree Close, Guildford, GU1 4BJ, UNITED KINGDOM
Room Number	W306
Room Type	Medium Roomy Studio
Room Address	W306, 1 Kernel Court, Walnut Tree Close, Guildford, GU1 4BJ, UNITED KINGDOM
Residence Fee	£ 265.00 for the Duration per week.
Start Date	16-Sep-2023
End Date	07-Sep-2024
Accommodation Office	Scape Guildford
Email Address	jesslam321@gmail.com
Mobile Telephone Number	7442252885
Home Address	Flat D, 3/F, Block 4, Man Lai Court, Tenancy.tenant.address.line2, Shatin, 00000, HONG KONG
Home Telephone Number	07442252885
Date of Birth	22-Aug-1999



Annex 1 - Payment Schedule

Due On Reservation

Due Date	Description	Amount
30/06/2023	Licence Fee	GBP 530.00

Total Due On Reservation **GBP 530.00**

Recurring

Due Date	Description	Amount
16/08/2023	Licence Fee	GBP 5300.00
16/09/2023	Damage Deposit Scape Surrey	GBP 250.00
12/01/2024	Licence Fee	GBP 5300.00
12/04/2024	Licence Fee	GBP 2385.00

Total Recurring **GBP 13515.00**

Total **GBP 13765.00**



Annex 2 - Contents

Please Note: The following list may vary depending on the Location and the Room.

Part A - Room Items

Part B - Shared Items

- (a) Refrigerator
- (b) Microwave Oven/Grill
- (c) Desk Chair
- (d) TV
- (e) Bedroom Stool
- (a) Washing Machine (8 off)
- (b) Tumble Drier (8 off)
- (c) Iron (2 off)
- (d) Ironing Board (2 off)
- (e) Vacuum Cleaner (10 off)
- (f) Mop and Bucket (10 off)
- (g) Dustpan and Brush (10 off)
- (h) Ping Pong Table (1 off)
- (i) Table Football (1 off)
- (j) Free Standing Furniture in Shared Lounge Area
- (k) Free Standing Furniture on Reception
- (l) Lounge Area 80" Television and Speaker System