

NOMINATION AGREEMENT

AGREEMENT made this 14th of August 2023

BETWEEN:

- (1) **Future Generation Asset Management Limited** (company number 14580976) whose registered office is at 843 Finchley Road, London, NW11,8NA ("Future Generation"); and
- (2) **Surrey & Borders Partnership NHS Foundation Trust** – Leatherhead House, Station Road, Leatherhead, KT22 7ET ("Trust").

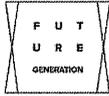
IT IS HEREBY AGREED as follows:

1. Interpretation and definitions

1.1 In this Agreement the following expressions shall have the following meanings:

- "Confidential Information": all data and information (whether commercial, financial, technical, operational or otherwise) that either Party may disclose or impart to the other in confidence or which is of a confidential or proprietary nature;
- "Force Majeure": the occurrence after the date of this Agreement of an act of God, fire, flood, earthquake, epidemic, war, armed conflict, terrorism or similar event, in each case which affects the performance by either Party of their obligations under this Agreement and which are not foreseeable and are not caused by the acts or omissions of the party claiming Force Majeure;
- "Licence Fee" the total rent for each Reserved Room set out in Schedule 1;
- "Licence Period" means a period of 52 weeks starting on 30th September 2023
- "Nominee": a nurse nominated by the Trust to occupy a Reserved Room for the 2023-24 Academic Year;
- "Property": Guilden Village, Guilford;
- "Reserved Rooms": The 12 rooms within Guilden Village as listed in Schedule 1 reserved for occupation by Trust Nominees during the 2023-24 Academic Year;
- "2023-24 Academic Year": 30th September 2023 to 29th September 2024 inclusive.

1.2 Unless the context otherwise requires or unless otherwise specified, any reference in this Agreement to:



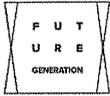
- (a) a "person" shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) a Clause or Schedule is a reference to a clause of or schedule to this Agreement;
- (d) words such as "including" and "such as" and any other similar expressions are to be construed without limitation; and
- (e) words expressed in the singular shall include the plural and vice versa.

2. Commencement and Contract Period

- 2.1 The obligations of the Parties shall commence on the date of this Agreement and shall continue until 29th September 2024 ("Contract Period"), subject to the provisions of Clause 6 and clause 7.
- 2.2 Unless the Contract Period is terminated earlier, this Agreement shall automatically terminate at the end of the Contract Period.

3. Obligations of the Trust

- 3.1 The Trust warrants that all Nominees will be at least 18 years old at their check-in date.
- 3.2 The Licence Fee for the 52-week period commencing on 30th September 2023 shall be £150,190.20.
- 3.3 The Trust will pay the Licence Fee to Future Generation Asset Management Limited in 3 instalments in advance, the first instalment £50,063.40 being due on 18 September 2023, followed by 2 instalments of £50,063.40 due 1 January 2023 and 1 April 2023.
- 3.4 For each instalment of the Licence Fee, Future Generation Asset Management Limited will provide the Trust with an invoice. For the avoidance of doubt, the Trust must pay each instalment of the Licence Fee on the due date for payment and late delivery of an invoice shall not be a defence to late payment.
- 3.5 The Trust shall be liable to pay the Licence Fee in full throughout the Licence Period whether or not the Reserved Rooms are occupied.
- 3.6 Each amount stated as payable to Future Generation Asset Management Limited under this Agreement is expressed exclusive of VAT and/or any other applicable taxes or levy, which (if applicable) shall be charged in addition at the rate in force at the date of payment.



3.8 The Trust will comply with all laws applicable to the performance of its obligations under this Agreement.

4. Responsibilities of Future Generation Asset Management Limited

4.1 In consideration of the Trust paying the Licence Fee, Future Generation Asset Management Limited grants the Trust licence to permit Nominees to occupy the Reserved Bedspaces during the Licence Period.

4.2 Future Generation Asset Management Limited shall use best endeavours to procure that all the Reserved Rooms are available for occupation at the start of the 2023-24 Academic Year and that they remain available for occupation (save where (i) damaged by a Nominee or (ii) damaged by an insured risk or damaged by any other event outside the reasonable control of Homes for Students) for the duration of the 2023-24 Academic Year.

4.3 Where an event specified in clause 4.2(ii) occurs or clause 8.3 applies, payment of the Licence Fee (or a fair proportion of it according to the number of Reserved Rooms that are not available for occupation) shall be suspended until the Reserved Rooms are available for occupation and Future Generation Asset Management Limited will refund to the Trust any Licence Fee (and any VAT paid in respect of it) paid in advance by the Trust for the period during which the Reserved Rooms are not available for occupation.

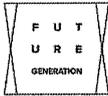
4.4 Future Generation Asset Management Limited agrees that it shall perform its obligations under the service levels set out in Schedule 2.

4.5 Future Generation Asset Management Limited shall comply with the provisions of the ANUK National Code of Standards for Larger Developments for student accommodation not managed and controlled by educational establishments, a National Code of which Future Generation Asset Management Limited is a member.

4.6 Future Generation Asset Management Limited will comply with all laws applicable to the performance of its obligations under this Agreement.

4.7 Future Generation Asset Management Limited will allow Nominees to have access to all facilities within the Property as advertised below.

- | | | | |
|--|---|---|--|
|  Roof Terrace |  1Gbps* Wired Internet |  250Mbps* WiFi |  All Utility Bills Included |
|  Air Conditioning |  Cinema Room |  Communal Lounge |  Games Room |
|  Garden |  Study Room |  Communal TV |  Vending Machine |
|  Free Shuttle Bus Service |  TV in Every Bedroom |  Recycling |  CCTV |
|  Onsite Maintenance |  Safety Deposit Box |  Bike Storage |  Cleaner |
|  Laundry Room |  Post Collection |  Mini Golf |  Disabled Access |
|  Courtyard |  Ping Pong |  Table Football |  Arcade |
|  Dance Studio | | | |



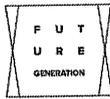
- 7.1 The Trust may terminate this Agreement on 2nd September 2023 by serving a Break Notice to Future Generation Asset Management Limited written notice not less than four weeks prior to this date.
- 7.2 A Break Notice served by the Trust shall be of no effect if, at the Break Date the Trust is in default for any undisputed payments to Future Generation Asset Management Limited, including but not limited to, any licence fee that is due and payable.
- 7.3 Termination of this Agreement on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Agreement.

8. Force majeure

- 8.1 No Party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of Force Majeure for so long as the Force Majeure event is subsisting.
- 8.2 If a Party seeks to rely on Clause 8.1, it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure event. The Party so affected shall take all reasonable steps to remedy the failure to perform and keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure.
- 8.3 Where Future Generation Asset Management Limited relies on Clause 8.1, the provisions of clause 4.3 shall apply.

9. Confidentiality

- 9.1 Each Party undertakes that it shall not disclose to any person any Confidential Information concerning the affairs, customers, clients or suppliers of the other Party except as permitted by Clause 8.2, both during and after the arrangements contemplated by this Agreement.
- 9.2 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 its 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 8; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.



10. Data Protection

- 10.1 Each Party will comply with the requirements of all data protection legislation applicable to this Agreement, including the General Data Protection Regulation (EU 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
- 10.2 Both parties will comply with the signed Data Sharing Agreement (see Schedule 4).

11. Corrupt gifts

- 11.1 The Trust shall not offer, or give, or agree to give, any person any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do, or having done, or forbore to do, any act in relation to the obtaining or performance of this Agreement or for showing, or forbearing to show, favour or disfavour to any person in relation to this Agreement.
- 11.2 In the event of any breach of Clause 10.1 or the commission of any offence by either the Trust or Future Generation Asset Management Limited ("the Party in Breach") under the Bribery Act 2010 in relation to this Agreement, then the other Party may terminate this Agreement immediately by notice in writing to the Party in Breach. The decision of the other Party shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this Clause 10 or the right of the other Party under this Clause 10 to terminate this Agreement.

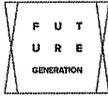
12. Notices

- 12.1 Any notice to be given by a Party under this Agreement will be sufficiently served if sent by hand or by post to:

In the case of Future Generation Asset Management Limited:
843 Finchley Road
London
NW11 8NA

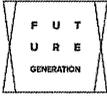
In the case of the Trust: Surrey and Borders Partnership NHS Foundation Trust,
Leatherhead House
Station Road
Leatherhead
Surrey
KT22 7ET

- 12.2 Any notice sent by hand shall be deemed to be served on the date of delivery provided that if any notice sent by hand is delivered after 5pm on any day it will be deemed to be served on the next working day. Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 5pm on a working day and otherwise on the next working day.



13. Miscellaneous

- 13.1 The Parties hereby confirm that, notwithstanding any other provision of this Agreement, this Agreement shall not and shall not purport to confer on any third party any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999, except that a person who under Clause 12.5 is a permitted successor or assignee of the rights or benefits of Future Generation Asset Management Limited may enforce such rights or benefits, and the Parties agree that no consent from the persons referred to in this Clause 12.1 is required for the Parties to vary this Agreement.
- 13.2 No modification of this Agreement shall be binding unless made in writing and signed by a duly authorised representative of each of the Parties.
- 13.3 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. 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.
- 13.4 Neither Party shall refer to the arrangements contemplated by this Agreement in any advertisement or other promotional material without the other Party's prior written consent.
- 13.5 No Party shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement, whether in whole or in part, without the prior written consent of the other Party save that Future Generation Asset Management Limited may assign its interest in this Agreement to a member of its group as part of any corporate re-structuring and the Trust agrees at the cost of Homes for Students to be a party to any novation agreement on reasonable terms (to be agreed by the Trust acting reasonably) required pursuant to this Clause 12.5.
- 13.6 If any term of this Agreement is or becomes unlawful, invalid or unenforceable, that term shall be considered struck out and the remainder of the Agreement shall remain in full force and effect.
- 13.7 The Parties will each pay their own costs and expenses incurred in connection with the arrangements set out in this Agreement.
- 13.8 This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, which together constitute one single agreement between the Parties.
- 13.9 This Agreement embodies the entire agreement and understanding between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the Parties, pertaining to that subject matter.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.



IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

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Signed for and on behalf of
Surrey and Borders Partnership NHS Foundation Trust

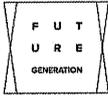
Name:

Title:


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Signed for and on behalf of
Future Generation Asset Management Limited

Name: TIM BARRETT.....

Title: MANAGING DIRECTOR.....



SCHEDULE 1
RESERVED ROOMS – GULDEN VILLAGE

C-225-A

C-225-B

C-225-C

C-225-D

C-225-E

C-225-F

C-225-G

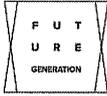
C-225-H

C-225-I

C-225-J

C-225-L

C-226-A

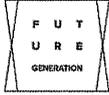


SCHEDULE 2 PAYMENT TERMS

- The Licence Fee for the 52-week period commencing on 30th September 2023 shall be £50,190.20 as calculated below:

Guilden Village	No. of beds	Tenancy Length	Rate	Total
Classic Ensuite	12	52	£240	£150,190.20
				£150,190.20

- The Trust will pay the Licence Fee to Future Generation Asset Management Limited 3 instalments in advance, the first instalment £50,063.40 being due on 18th September 2023, followed by 2 instalments of £50,063.40 due 1 January 2024 and 1 April 2024.



SCHEDULE 2 SERVICE LEVELS

Future Generation Asset Management Limited will use reasonable endeavours to:

- manage the Property in accordance with principles of good estate management;
- provide 24 hours per day customer service, 365 days per year, to all residents of the Property;
- ensure that all staff, whether directly engaged, contracted or other suppliers employed in the provision of services at the Property, are adequately qualified, have received adequate training, and conduct themselves in a professional manner at all times;
- promote initiatives within the Property in relation to student welfare such as: mental health awareness and signposting; student experience and inclusion; and wellbeing;
- comply with its equality and diversity policies in its management of the Property;
- co-operate and assist in the promotion of the Property and make available staff and facilities to enable prospective residents to view the accommodation; and
- make available to residents at the Property, at a reasonable charge and within reasonable timescales, replacement keys, fobs or swipe cards required to access the accommodation and maintain a level of security that reflects the risk assessment made by Future Generation Asset Management Limited.

